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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**JRE Property** **2 Warburton Street, Gymea NSW 2227**	**Phone: 02 9540 2222**
co-agent		
vendor	**Jay Richardson**	
vendor's solicitor	**Harding Conveyancing Pty Ltd** **99 Coonong Road Gymea Bay NSW 2227**	**Phone: 0432 404 521** **Email: donna@hardingconveyancing.com.au**
date for completion	**42nd day after the contract date (clause 15)**	
land (address, plan details and title reference)	**33 Flat Rock Road, Gymea Bay NSW 2227** **Lot 2 in Deposited Plan 245755 being folio identifier 2/245755**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☒ air conditioning	☒ curtains	☒ insect screens	☒ range hood
	☒ blinds	☐ dishwasher	☐ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☒ other: All pots & plants		

exclusions		
purchaser		
purchaser's solicitor		
price	$	
deposit	$	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		**PURCHASER (COMPANY)**	
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

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

Nominated *Electronic Lodgment Network* (*ELN*) (clause 4): _____

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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

Land tax is adjustable ☐ NO ☒ yes
GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

Other

- ☐ 61

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

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—

(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or

(b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—

(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or

(b) if the property is sold by public auction, or

(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or

(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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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:**

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

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. **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 Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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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 whatever is reasonably necessary 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.

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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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 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

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management 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 s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

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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 earnt 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 whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
25.1.1 is under qualified, limited or old system title; or
25.1.2 on completion is to be under one of those titles.
25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
25.4.1 shows its date, general nature, names of parties and any registration number; and
25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
25.5 An abstract of title –
25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
25.5.3 *normally*, need not include a Crown grant; and
25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
25.6 In the case of land under old system title –
25.6.1 in this contract 'transfer' means conveyance;
25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
25.7 In the case of land under limited title but not under qualified title –
25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
25.10 The vendor must give a proper covenant to produce where relevant.
25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

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

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
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.

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

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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ADDITIONAL SPECIAL CONDITIONS FORMING PART OF THIS CONTRACT

These are the Special Conditions to the contract for the sale of land. In the event there is an inconsistency between the printed form of contract and these Special Conditions, these Special Conditions prevail.

1. Amendments to the Printed Clauses of the Contract for Sale of Land 2026:

a) Clause 7.1.1reduce 5% to 1%,

b) Clause 7.2.1: reduce 10% to 1%

c) Clause 14.4.2 is deleted.

d) Clause 18 is amended by inserting at its end: 'The purchaser cannot make a claim, objection, requisition or delay completion after entering into possession of the property.'

e) Clauses 23.13, 23.14 and 23.15 are deleted when the property is within a 2 lot strata scheme.

2. Real Estate Agent

The purchaser warrants that they were not introduced to the property or the vendor by any real estate agent other than the vendor's agent named herein nor was any other agent or person the effective cause of the sale. The purchaser indemnifies the vendor and keeps the vendor indemnified against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This clause shall not merge on completion of this Contract.

3. Faults and defects

The purchaser acknowledges that they are purchasing the property and its improvements:

a) in its present condition and state of repair including whether or not any fixture, fitting or inclusion is functioning or not;

b) subject to all faults and defects both hidden and apparent;

c) subject to fair wear and tear as provided in clause 10.1.4;

d) subject to any holes left as a result of removal of wall hangings and/or brackets;

e) subject to existing keys and remotes held by the vendor for locks located on/within the property, and the Purchaser is aware that the Vendor may not hold keys to every lock at the Property;

f) subject to the location (if any) of debris, rocks, concrete rubble, bricks, pavers, timbers, pipes and the like which may be located under the improvements;

g) subject to any infestations and dilapidation;

h) subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;

i) subject to any non-compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land including in regard to distance from boundaries, walls, eaves or gutters of the improvements on the property;

j) subject to any encroachments by or upon the property;

k) subject to any rainwater downpipe being connected to the sewer;

l) subject to any failure to comply with the Swimming Pools Act 1992 (NSW).

The purchaser acknowledges that:

m) they purchase the property relying on their own inspection, knowledge and enquiries and do not rely on any warranties, promises or representations verbal or otherwise, made to him by or on behalf of the vendor, except as expressed in this contract. The purchaser cannot make a claim or requisition or rescind or terminate in this regard.

n) The vendor is not responsible for any loss or damage (other than loss or damage due to the negligence of the vendor), mechanical breakdown or reasonable wear and tear occurring after the date of this Contract to the inclusions.

o) The parties agree that the risk in respect of damage to the Property passes to the Purchaser on the earlier of the Purchaser taking possession of the Property or on Completion.

4. Incapacity

If before completion, either party (or any person comprising that party):

a) dies or loses legal capacity, then either party may rescind this contract by written notice to the other party's conveyancer/solicitor and the provisions of clause 19 will apply; or

b) if the purchaser is declared bankrupt or enters into any scheme or makes any assignment for the benefit of creditors or if any person comprising that party is a company and that party resolves to go into liquidation or has a summons or application for its winding up presented or enters into any scheme or arrangement with its creditors or has a liquidator, provisional liquidator or receiver, receiver and manager, administrator or official manager appointed, that party is in default under this contract.

5. Notice to Complete

If this contract is not completed on the completion date by the time specified in this contract:

a) The vendor and purchaser agree that any notice to complete given by one party to the other ("the defaulting party") under this contract shall be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

b) The party serving a notice under this clause can withdraw that notice and subsequently serve a further notice instead of that notice.

c) In the event that the Vendor issues a notice to complete, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase moneys and any other moneys payable to the vendor, the sum of $330.00 (inclusive of GST) to cover legal costs and other expenses incurred as a consequence of the vendor issuing a notice to complete and, as a genuine pre-estimate of those additional expenses.

6. Late completion

a) If the price or any part of the price is not paid by the purchaser to the vendor on the completion date, it is an essential term of this contract that the Purchaser shall pay the Vendor on completion in addition to the balance of the purchase money, interest on the balance of the purchase money calculated at the rate of ten (10) percent per annum calculated at a daily rate from the due date for completion to the actual date of completion (that period to include the completion date) plus $330.00 including GST being legal fees incurred as a result of the delayed completion. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings and additional conveyancing expenses.

b) The purchaser does not have to pay interest or the fee during any period that completion does not occur only because the vendor is unable or unwilling to complete.

c) The purchaser cannot require the vendor to complete unless interest and vendors' costs payable under clause 6(a) is paid to the vendor on completion.

7. Deposit by instalments

If the vendor at the date of this Contract agrees that the deposit may be paid by instalments, then notwithstanding any other provision of this Contract, the Purchaser acknowledges that the deposit payable is ten percent (10%) of the purchase price and will pay the deposit by the following instalments:

a) The sum equivalent to 5% of the contract price on or before the date of the contract; and

b) The remaining 5% (the balance) on the completion date or upon default by the purchaser of the terms of this agreement, whichever shall first occur, with the intention that if the Purchaser is to forfeit the deposit, then the Vendor shall receive 10% of the purchase price.

c) The purchaser acknowledges that if this clause is applicable to this contract:

i. It is for the sole benefit of the purchaser; and

ii. If the balance becomes payable as a consequent of its default:

this does not constitute a penalty under this contract and is the balance of the deposit that the vendor would have otherwise been entitled to pursuant to clause 9 had the vendor insisted on receiving the full deposit from the purchaser on the contract date, and the balance is immediately payable by the purchaser to the vendor and is payable despite this contract being terminated.

8. No warranty by vendor as to use of property

a) The vendor gives no warranty as to the use to which the property may be put. The purchaser must satisfy itself in this regard.

b) The purchaser will be deemed to have entered into this Contract with full knowledge of and subject to any prohibition or restriction upon the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme or otherwise.

c) If the use to which the vendor has put the property is permissible only with the consent of any authority as referred to in 8.2, the purchaser must obtain consent at the purchaser's own expense.

d) Completion of this Contract will not be conditional or dependent upon any matter referred to in this clause.

9. Release of deposit prior to settlement

If the vendor (or any one of the vendors) requires the deposit or any part of it for:

a) The deposit on a purchase of property;

b) Payment of stamp duty on a purchase of property; or

c) Payment of a deposit/in-going contribution for a retirement village/nursing home,

Then the deposit or such part as is required will be released to the Vendor upon the Vendor making a written request to the deposit holder.

This Contract is sufficient evidence of authority from the Purchaser to the deposit holder for the release of the deposit or any part of it to the Vendor in accordance with this clause.

The vendor warrants that the deposit will not be further released.

10. Release of deposit for settlement

Should the vendor require the use of the deposit on settlement in order to settle this matter or any simultaneous purchase or sale, the purchaser grants permission for the deposit to be released and transferred into the PEXA source account (or Trust account) within the workspace of the subject matter. The PEXA source account must be created by the purchaser's solicitor/conveyancer and account details provided to us no later than the latter of 3 days prior to settlement or 24 hours from the notice from the vendor that that the deposit is required. The vendor shall not be liable for any costs for the purchaser to comply with this condition.

11. Sewerage Service Location Print and Sewerage Service Diagram

a) The sewerage service location print and the sewerage service diagram ("diagrams") annexed to the Contract are the only documents available from the local water authority in the ordinary course of administration.

b) The purchaser acknowledges and agrees that the vendor is not required to provide any further information or documentation in relation to the said diagrams and the purchaser cannot raise any requisition, rescind or terminate the Contract or make a claim or delay completion in relation thereto.

12. Foreign Investment Review Board Approval

The purchaser warrants that it does not require Foreign Investment Review Board Approval to enter into this agreement. The purchaser indemnifies the vendor in respect of any loss, damage, penalty, fine or legal costs which the vendor incurs as a consequence of a breach of this warranty and of standard clause 22.1 including any loss by way of forfeiture of deposit, or damages otherwise suffered by the vendor through consequential default on the vendor's purchase of another property. This clause shall not merge on completion.

13. Deposit – Cooling off period

If a cooling off period applies to this contract, the purchaser may pay the 10% deposit to the stakeholder in two instalments as follows:

a) On or before the date of this contract 0.25% of the agreed purchase price; and

b) In the event of the purchaser proceeding with the purchase on or before 5.00pm on the fifth business day after the date of this contract a further 9.75% of the agreed purchase price.

14. Electronic Signatures

a) The parties agree to accept, for the purposes of electronic exchange of contracts, signature by either the vendor or purchaser which are DocuSign, photocopy or any other form of electronic signatures.

b) The parties agree that they shall not make a requisition, objection, clam or delay completion due to the matter of execution of this contract as at the exchange date.

15. Requisitions

The purchaser acknowledges and agrees that the only form of general requisitions on title that the purchaser shall be entitled to raise pursuant to clause 5.1 hereof shall be in the form of requisitions on title that are annexed to this contract.

16. Special levies

This clause applies only if the land (or part of it) s a lot in a Strata, Neighbourhood or Community Scheme.

a) Notwithstanding any other provision of this Contract, the Vendor and the Purchaser covenant and agree that if a contribution is not a regular periodic contribution and irrespective of whether or not it is disclosed in this contract, the Vendor is liable for it if it is payable before the date of he Contract and the Purchaser is liable for it if it is payable on or after the date of the Contract. If it is payable by instalments, then the Vendor is liable for all/any instalments payable prior to the date of the Contract and the Purchaser is liable for all/any instalments payable on or after the date of the Contract.

b) The Purchaser warrants that it has inspected the books and records of the Owners Corporation prior to the date of this Contract, and is aware of any matter in relation to the building that would justify the making of any upgrading or demolition order and/or a proposed special levy;

c) Clause 23.5.2 is amended by the deletion of the words “but is disclosed in this contract”;

d) Clause 23.6 is amended by the deletion of the words “and is not disclosed in this contract”;

e) Clauses 23.6.1 and 23.6.2 are deleted in their entirety; and

f) Clause 23.9.1 is deleted.

17. Residential Tenancy

a) This clause shall apply if the contract states that the property will be sold with existing tenancy.

b) The Purchaser shall not make any objection, requisition or claim for compensation or to terminate or rescind or attempt to terminate or rescind this contract if the tenant vacate the property prior to completion:

i. Due to the expiration of the residential tenancy agreement;

ii. Following lawful termination of the tenancy agreement by the tenant or by the vendor (as landlord);

iii. By abandoning the property in repudiation of the tenancy agreement.

18. Guarantee for corporate purchaser

Where the purchaser is a company, it must on entering into this contract procure from the director/s of the company, a guarantee of the performance of the purchaser under this contract. The guarantee must be given by the guarantors in the form of the guarantee annexed to this contract.

19. Anti-Money laundering

The Purchaser warrants that the Purchaser's entry into the contract and all thins to be done by the Purchaser as a result of, or in order to complete the Contract does not and will not contravene the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

20. Order on the agent

The Purchaser's Solicitor/conveyancer must either provide by email or upload the Purchaser's order on the Agent to the Files tab of PEXA before the Vendor's Conveyancer will sign off ready for settlement.

21. Settlement Adjustment figures

The Purchaser's Solicitor/conveyancer must provide settlement adjustment figures and rates notices to the vendor's conveyancer 5 business days prior to Completion. If not provided prior to 5 days before Completion the purchaser will pay an additional cost to the vendor's conveyancer of $150.00 including GST at settlement.

Directors' Guarantee

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

……..	……
Signature Director (guarantor)	Signature Director (guarantor)
……	……..
Director (guarantor) name	Director (guarantor) name

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:

Property:

Purchaser:

Dated:

Title

1. Are there any proceedings pending or concluded that could result in the recording of any writ on 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.
2. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the P*ersonal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Survey and building

3. Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
4. Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
5. Has the vendor a Final Occupation Certificate? If so, it should be handed over on completion.
6. In respect of any residential building work carried out in the last 7 years:
   a) identify the building work carried out;
   b) When was the building work completed?
   c) state the builder's name and licence number:
   d) provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).

Boundary Fences

7. Is the vendor aware of any dispute regarding boundary fences or dividing fences or party walls?
8. Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

9. 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.

Strata

a) Has the initial period expired?
b) If there is any applications or orders under Chapter 5 of the Act, please provide details.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/245755

SEARCH DATE	TIME	EDITION NO	DATE
28/5/2026	11:17 AM	4	29/6/2021

LAND

LOT 2 IN DEPOSITED PLAN 245755
AT GYMEA BAY
LOCAL GOVERNMENT AREA SUTHERLAND SHIRE
PARISH OF SUTHERLAND COUNTY OF CUMBERLAND
TITLE DIAGRAM DP245755

FIRST SCHEDULE

JAY RICHARDSON (T AF186514)

SECOND SCHEDULE (7 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 F309386 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
3 RIGHT OF CARRIAGEWAY CREATED BY G597468, G597470, G597471 AND G667100 APPURTENANT TO PART OF THE LAND ABOVE DESCRIBED AFFECTING THE LAND 4.57 METRES WIDE IN DP 24518 AND DP 402627
4 DP538234 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED
5 DP538234 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP245755 RESTRICTION(S) ON THE USE OF LAND
Q919265 VARIATION
7 AR191401 MORTGAGE TO HSBC BANK AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

HARDING-Kate-26079 PRINTED ON 28/5/2026

*** 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.
Hazlett Information Services 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.
Date and Time of Search: Thu May 28 11:17:30 2026
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704/60 Park Street Sydney NSW 2000
Ph: 02 92615211 | www.hazlett.com.au

Plan Form 2

Plan Drawing only to appear in this space.

*OFFICE USE ONLY

D. P. 245755 *

SIGNATURES AND SEALS ONLY

Thelma Goode

APPROVED BY [illegible] LIMITED Director / Secretary

[illegible] COUNCIL OF THE [illegible] Common Seal

DEVELOPMENTS PTY. LIMITED Common Seal

Council Clerk's Certificate.

I hereby certify that—

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

**(b) the requirements of section 34B of the †Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, †Hunter District Water, Sewerage, and Drainage Act, 1938, as amended,*

have been complied with by the applicant in relation to the proposed Subdivision *(insert "new road", "subdivision" or "consolidated lot") set out herein.*

Subdivision No. 83/73

Date 27.6.73

(Signature) [signature] Council Clerk.

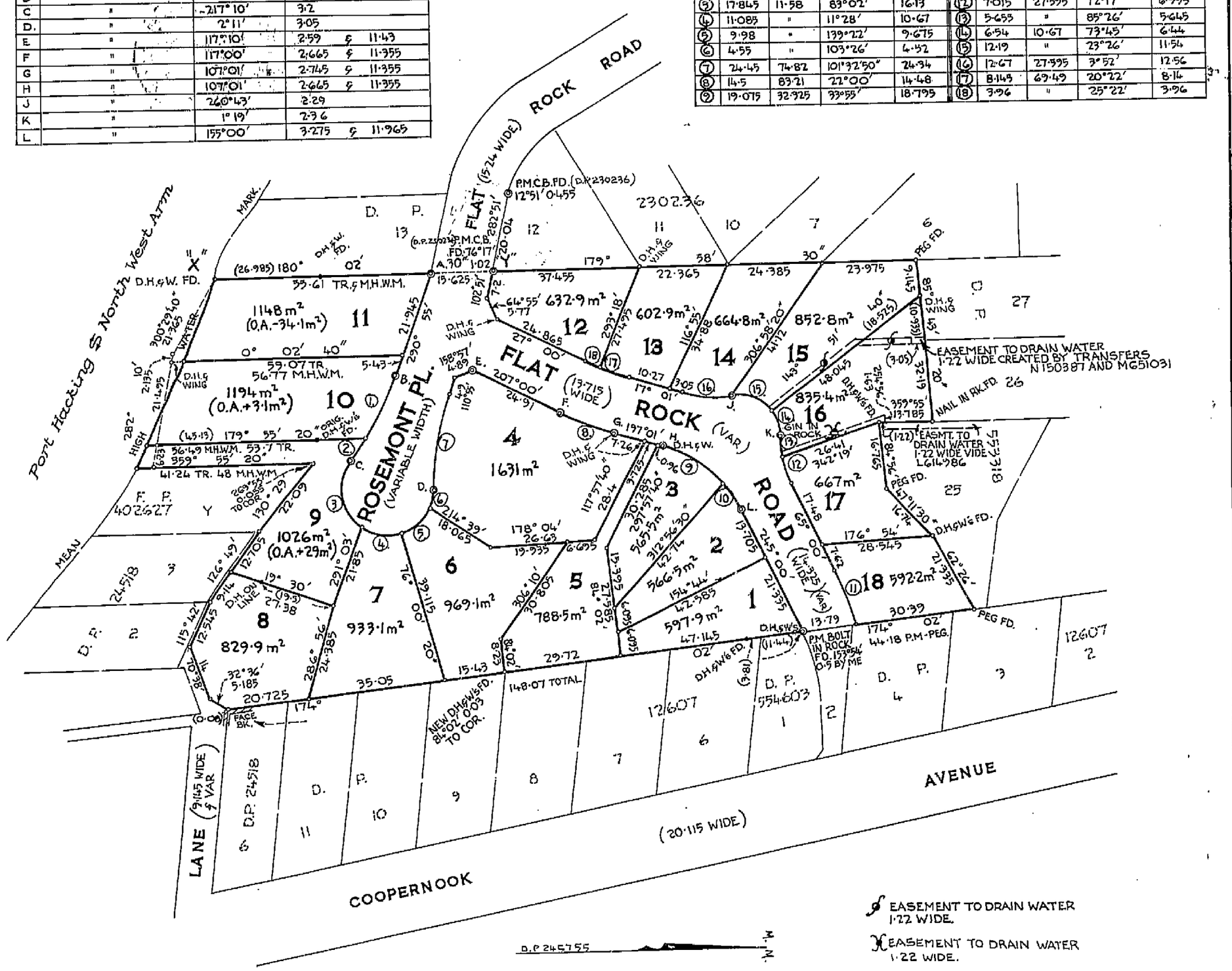
**This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.* *†Delete if inapplicable.*

SCHEDULE OF PERMANENT MARKS

No	DESCRIPTION	BEARING	DISTANCE
A	DRILL HOLE & WINGS IN KB	196° 53′	3·955 & 12·19
B	"	200° 55′	3·275 & 12·04
C	"	217° 10′	3·2
D	"	2° 11′	3·05
E	"	117° 10′	2·59 & 11·43
F	"	117° 00′	2·665 & 11·355
G	"	107° 01′	2·745 & 11·355
H	"	107° 01′	2·665 & 11·355
J	"	260° 43′	2·29
K	"	1° 19′	2·36
L	"	155° 00′	3·275 & 11·965

SCHEDULE OF CURVED BOUNDARIES

No.	ARC.	RAD.	CHORD		No.	ARC	RAD.	CHORD	
①	17·775	87·48	116° 43′	17·72	⑩	8·4	92·325	57° 55′	7·98
②	7·075	"	124° 51′	7·07	⑪	14·51	81·4	70° 06′	14·49
③	17·845	11·58	83° 02′	16·13	⑫	7·015	27·595	72° 17′	6·995
④	11·085	"	11° 28′	10·67	⑬	5·455	"	85° 26′	5·545
⑤	9·98	"	139° 22′	9·675	⑭	6·54	10·67	73° 45′	6·44
⑥	4·55	"	103° 26′	4·52	⑮	12·19	"	23° 26′	11·54
⑦	24·45	74·82	101° 32′ 50″	24·34	⑯	12·67	27·595	3° 52′	12·56
⑧	14·5	83·21	27° 00′	14·48	⑰	8·145	69·49	20° 22′	8·14
⑨	19·075	32·925	33° 55′	18·795	⑱	3·96	"	25° 22′	3·96



EASEMENT TO DRAIN WATER 1·22 WIDE.

EASEMENT TO DRAIN WATER 1·22 WIDE.

Registered: 9.11.1973

C.A. No 83/73 of 27.6.1973

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: SUTHERLAND SH. 24 *

Last Plan: D.P. 560117 (D.P. 24518) *

PLAN OF SUBDIVISION OF LOTS 100 AND 101 IN D.P. 560117

Reduction Ratio 1: 800

Lengths are in metres.

~~Mun./~~Shire ~~City~~: SUTHERLAND

Locality: GYMEA BAY

Parish: SUTHERLAND

County: CUMBERLAND

This is sheet 1 of my plan in ~~sheets.~~ (Delete if inapplicable.)

I D.A.LOOMES of MICHAEL BELL of 4/29 BERTRAM ST. CHATSWOOD, a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made *(1) by me ~~(2) under my immediate supervision~~ in accordance with the Survey Practice Regulations, 1933, and was completed on 1 28TH MARCH, 1973

Signature D.A.Loomes

*Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth: X — Y

*Strike out either (1) or (2). 1 Insert date of survey.

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

*PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 IT IS INTENDED TO CREATE:
1. EASEMENT TO DRAIN WATER 1·22 WIDE.
2. EASEMENT TO DRAIN WATER 1·22 WIDE.
3. RESTRICTION AS TO USER.
4. RESTRICTION AS TO USER.
5. RESTRICTION AS TO USER
6. RESTRICTION AS TO USER
7. RESTRICTION AS TO USER.
8. RESTRICTION AS TO USER.
9. RESTRICTION AS TO USER.
10. RESTRICTION AS TO USER

* INSTRUMENT FILED AS: N570104

IT IS INTENDED TO DEDICATE FLAT ROCK ROAD AND ROSEMONT PLACE AS PUBLIC ROADS.

AMENDMENTS MADE IN REG. GEN. DEPT. P.M.J. (2·29) SYMBOL ℋ IN LOT 16

SURVEYOR'S REFERENCE: 7212/3

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 25th day of August, 1977

[signature]

1

D.P. 245755

Req:R253165 /Doc:DP 0245755 P /Rev:13-Jun-1992 /NSW LRS /Pgs:ALL /Prt:28-May-2026 11:23 /Seq:1 of 1
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE
10 20 30 40 50 60 70 Table of mm 110 120 130 140

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IN570104 [redacted] Nolfee 12.11.97

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919. (Sheet 1 of 6 Sheets)

PART 1

Plan: DP245755

Subdivision of Lots 100 and 101 in Deposited Plan 560117 covered by Council Clerk's Certificate No. 83/73

Full name and address of Proprietor of Land:

Ebley Enterprises Pty. Limited of 1 Alfred Street, Sydney and Thelma Jan Goode of 43 Coopernook Avenue, Gymea Bay.

1. Identity of Easement or restriction firstly referred to in above mentioned Plan:

Easement to Drain Water 1.22 metres wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened:	Lots, name of Road or Authority Benefited
15	Lots 26 and 27 in D.P.553318 Vol. 11790 Folios 244 & 245
16	Lots 26 and 27 in D.P.553318 Vol 11790 Folios 244 & 245

2. Identity of Easement or restriction secondly referred to in above mentioned Plan:

Easement to Drain Water 1.22 metres wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened:	Lots, name of Road or Authority Benefited
16	Lot 25 in D.P.553318 and ~~Lot 120 in D.P.538234~~ Lots 1 AND 2 in D.P.559394 Vol. 11790 Fol. 243 ~~Vol. 11792 Fol. 163.~~ Vol. 12044 Fols 235 and 236.

3. Identity of Easement or restriction thirdly referred to in above mentioned Plan:

Restrictions as to User

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened:	Lots, name of Road or Authority Benefited
Every Lot except Lots ~~1 and~~ 8	Every other Lot

4. Identity of easement or restriction fourthly referred to in above mentioned Plan:

Restrictions as to User

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened:	Lot, name of Road or Authority Benefited
Every Lot except Lots ~~8~~, 10 and 11	Every other Lot

Approved by Sutherland Shire Council

Shire Clerk

N570104 (3)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 (Sheet 2 of 6 sheets)

D.P.245755

PLAN COVERED BY COUNCIL CLERK'S CERTIFICATE OF SUBDIVISION No 83/73

PART 1 (continued)

5. Identity of Easement or Restriction fifthly referred to in above mentioned Plan

Restrictions as to User

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened:	Lot, Name of Road or Authority Benefited
10	Every other Lot
11	Every other Lot

6. Identity of Easement or Restriction sixthly referred to in above mentioned Plan:

Restrictions as to User

SCHEDULE OF LOTS, ETC. AFFECTED

Lotd Burdened:	Lot, name of Road or Authority Benefited
5	1, 2, 3, 4, 6, 7, 8 and 9
6	1, 2, 3, 4, 5, 7, 8 and 9

7. Identity of Easement or Restriction seventhly referred to in above mentioned Plan:

Restrictions as to User

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened:	Lots, name of Road or Authority Benefited
1	2, 3, 4, 5, 6, 7, 8 and 9
2	1, 3, 4, 5, 6, 7, 8 and 9
3	1, 2, 4, 5, 6, 7, 8 and 9
~~4~~	~~1, 2, 3, 5, 6, 7, 8 and 9~~
5	1, 2, 3, 4, 6, 7, 8 and 9
6	1, 2, 3, 4, 5, 7, 8 and 9
7	1, 2, 3, 4, 5, 6, 8 and 9
9	1, 2, 3, 4, 5, 6, 7 and 8

8. Identity of Easement or Restriction eighthly referred to in above mentioned Plan:

Restrictions as to User

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened:	Lot, name of Road or Autnority Benefited
5	1, 2, 3, 4, 6, 7, 8 and 9

9. Identity of Easement or restriction ninthly referred to in above mentioned Plan:

Restrictions as to User

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened:	Lots, name of Road or Authority Benefited
8	1, 2, 3, 4, 5, 6, 7 and 9

Approved by Sutherland Shire Council

Shire Clerk

Req:R253169 /Doc:DP 0245755 B /Rev:19-Jun-1992 /NSW LRS /Pgs:ALL /Prt:28-May-2026 11:23 /Seq:1 of 4
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

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

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31st May, 1990

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N570104

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

(Sheet 3 of 4 Sheets)

PLAN COVERED BY COUNCIL CLERK'S CERTIFICATE No 83/73

245755

PART 1 (Continued)

10. Identity of Easement or Restriction tenthly referred to in above mentioned Plan: Restrictions as to User

83/73

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened:	Lots, Name of Road or Authority Benefited
1	2, 3, 4, 5, 6, 7, 8 and 9
2	1, 3, 4, 5, 6, 7, 8 and 9

PART II

1. Terms of Easement or Restriction thirdly referred to in the above mentioned Plan:

(a) No fence shall be erected on any Lot hereby burdened to divide it from any other Lot in the abovementioned Plan unless such fence is erected without expense to Ebley Enterprises Pty. Limited, Cymea Developments Pty. Limited and Thelma Jan Goode and their successors in title other than purchasers on sale.

(b) No more than one main building shall be erected on any Lot hereby burdened and such building shall not be used or permitted to be used other than as a private dwelling.

(c) No main building shall be erected on any Lot hereby burdened which has an external wall area consisting of materials other than bricks, brick veneer or stone which exceeds more than 40% of the total external wall area.

(d) No main building shall be erected on any Lot hereby burdened having a minimum overall floor area (excluding the floor area of any attached garage or carport) of less than 130-00 square metres.

(e) No main building shall be erected on any Lot hereby burdened having a roof of corrugated tin or corrugated iron or fibro cement.

(f) No fence made of timber palings shall be erected on any Lot hereby burdened unless such timber paling fence is constructed in a manner known as "lapped" and "capped."

(g) No fence shall be erected on any Lot hereby burdened either on the street boundary or on the side boundaries within a distance of 7.62 metres from the street boundary unless such fence is a type having a height no greater than 1.00 metre.

Approved by Sutherland Shire Council

Shire Clerk

N570104
D.P. 245755

7

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

(Sheet 4 of 4 Sheets)

PLAN OF SUBDIVISION COVERED BY COUNCIL CLERK'S CERTIFICATE No 83/73

PART II (Continued)

2. Terms of Easement or Restriction fourthly referred to in the above mentioned Plan: No building shall be erected on any Lot hereby burdened within a distance of 7.62 metres from the street boundary of the Lot.

3. Terms of Easement or Restriction fifthly referred to in the above mentioned Plan:

(a) No main building shall be erected on any Lot hereby burdened within a distance of 7.62 metres from the street boundary of the Lot.

(b) No building shall be erected on any Lot hereby burdened within a distance of 3 metres from the street boundary of the Lot.

(c) No building shall be erected on any Lot hereby burdened where the highest point of the roof of such building is above the level of the mean road level of the road adjacent to the Lot at the point of the road immediately opposite to the mid point of the street boundary of the Lot Provided However that for the purpose of this restriction neither a television aerial or a sewerage vent pipe shall be deemed to be part of a building.

4. Terms of Easement or Restriction sixthly referred to in the above mentioned Plan: No fence shall be erected on any Lot hereby burdened on the common boundary between Lots 5 and 6 in the abovementioned Plan unless such fence is of a type having a height not greater than 1metre.

5. Terms of Easement or Restriction seventhly referred to in the above mentioned Plan: No fence shall be erected on any Lot hereby burdened either on the street boundary or on the side boundaries within a distance of 7.62 metres from the street boundary .

6. Terms of Easement or Restriction eighthly referred to in the above mentioned Plan: No building shall be erected on any Lot hereby burdened within 6.08 metres of the common boundary between Lots 5 and 6 in the abovementioned Plan.

7. Terms of Easement or Restriction ninthly referred to in the above mentioned Plan: No main building shall be erected on any Lot hereby burdened which has external wall area consisting of materials other than brick, brick veneer or stone which exceeds more than 40% of the total external wall area.

8. Terms of Easement or Restriction tenthly referred to in the above mentioned Plan: No fence shall be erected on any Lot hereby burdened on the common boundary between Lots 1 and 2 in the abovementioned Plan unless such fence is of a type having a height not greater than 1 metre.

Approved by Sutherland Shire Council

Shire Clerk

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

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N570104

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 (Sheet 5 of 6 sheets)

245755

PLAN OF SUBDIVISION COVERED BY COUNCIL CLERK'S CERTIFICATE No: 83/73

PART II (continued)

Name of Person whose Consent is required to release vary or modify the restrictions firstly and secondly referred to in the above mentioned Plan:	The Council of The Shire of Sutherland
Name of Person whose Consent is required to release vary or modify the restrictions thirdly fourthly and fifthly referred to in the above mentioned Plan:	Gymea Developments Pty. Limited and Thelma Jan Goode
Name of Person whose Consent is required to release vary or modify the restrictions sixthly seventhly eighthly ninthly and tenthly referred to in the abovementioned Plan:	Thelma Jan Goode

Approved by Sutherland Shire Council

Shire Clerk

11

N570104

THIS IS THE ANNEXURE OF SEALS, SIGNATURES AND ATTESTATIONS TO AN INSTRUMENT OF 5 SHEETS SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 IN THE SUBDIVISION OF THE LAND COVERED BY COUNCIL CLERK'S CERTIFICATE NO. Sheet 6 of 6 Sheets

SHEET 6 OF 6 SHEETS

Plan: 245755

Subdivision of land covered by Council Clerk's Certificate No. 83/73

THE COMMON SEAL of EBLEY ENTERPRISES PTY. LIMITED was hereunto affixed by the Authority of the Directors in the presence of :

director

Secretary

Proprietor

SIGNED in my presence by THELMA JAN GOODE who is personally known to me:

Thelma Goode

Proprietor

The COMMON SEAL of GYMEA DEVELOPMENTS PTY. LIMITED was hereunto affixed by the Authority of the Directors in the presence of :

SECRETARY

DIRECTOR

THE COMMON SEAL of BATCHELOR & CO. LIMITED was hereunto affixed by a Director of the Company in the presence of :

SECRETARY

DIRECTOR

Mortgagee under Mortgages Nos. M668631 and M688890.

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Minister Thompson & B.

AN5701 4

Instrument setting out interests created pursuant to section 88B, Conveyancing Act, 1919, lodged with DP245755.

9/11/1973.

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

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Req:R253175 /Doc:DL F309386 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:28-May-2026 11:23 /Seq:1 of 3
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NEW SOUTH WALES TWO POUNDS STAMP DUTY

M 21 12 49 A

Fees—
Lodgment 1:10
Endorsements ..... :10
Certificate 1:10
Total £3:10

20-9-70

New South Wales

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

HOLT SUTHERLAND COMPANY (1933) LIMITED (hereinafter called the Company) being registered as the proprietors for a term of fifty-six years from the first day of July 1899 under Memorandum of Lease registered No. 50990 as extended by the Holt Sutherland Estate Act 1900 in the land hereinafter described subject however to such encumbrances liens and interests as are notified by memorandum underwritten or endorsed hereon in consideration of the sum of ONE HUNDRED AND SIXTY SIX POUNDS THIRTEEN SHILLINGS AND FOUR PENCE (£166:13:4) paid by EMMA SPARKS of Sydney Married ~~Man~~ Woman to the Perpetual Trustee Company (Limited) the Australian trustee of the Will of Thomas Holt late of Sydney pursuant to Section 7 of the said Holt Sutherland Estate Act 1900 the receipt of which sum is hereby acknowledged by the said Perpetual Trustee Company (Limited) testified by the receipt hereto annexed) doth hereby in exercise and in pursuance of the power and direction in Section 7 of the said Holt Sutherland Estate Act 1900 and of all other powers enabling it appoint and transfer to the said Emma Sparks

All the estate and interets of the registered Proprietor in fee simple in the surface of ALL that parcel of land situated in the Parish of Sutherland County of Cumberland and being part of the land comprised in Certificate of Title dated the 30th. September 1938 Registered Vol. 4976 fol. 21 and in the said Lease Number 50990 and being the surface of the whole of the land comprised in Sub-lease Number A264390 from the Holt Sutherland Estate Company Limited to EMMA SPARKS And doth also transfer to the said EMMA SPARKS all the estate and interest of which it the said Holt Sutherland Company (1933) Limited is registered Proprietor Together with all its rights and powers in respect thereof as comprised in the said Lease No. 50990 in and so far only as regards the land comprised in the said Sub-lease No. A264390 excepting and reserving to the said Company and its assigns during the residue now unexpired of the term of the said Lease No. 50990 as extended by the Holt Sutherland Estate Act 1900 and subject thereto unto the person or persons for the time being entitled to the Mines and premises next herein excepted and reserved in reversion immediately expectant on the said Lease No. 50990 (all of whom including the Perpetual Trustee Company (Limited) and other the Australian Trustees or Trustee for the time being of the said Will of the said Thomas Holt deceased are hereinafter included in the term the reversioner and reversioners) all Mines beds seams and veins of coal iron and other metals and minerals comprised in the said Lease No. 50990 which are now known or shall or may be discovered hereafter as lying and being under the surface of the land hereby appointed and transferred together with liberty for the Company and its assigns during such residue and subject thereto for the reversioner and reversioners without entering on the surface of the said land hereby appointed and without doing any act which may disturb or cause any damage to any house or houses building or buildings now erected or henceforth to be erected on the said land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said Mines seams and veins of coal iron and other metals and minerals and for such purposes to make maintain and use any necessary and convenient underground works whatsoever and subject to and reserving unto the person or persons entitled thereto all rights of way across the said land hereby appointed And excepting and reserving unto the said reversioner and reversioners all metals and minerals not comprised in the said Lease No. 50990 and which are now known or shall

1938

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be discovered hereafter as lying under the surface of the said land hereby appointed together with the liberty for the reversioner or reversioners without entering on the surface of the said land hereby appointed and without doing any acts which may disturb or cause any damage to any house or houses building or buildings now erected or hereafter to be erected on the land hereby appointed or be a nuisance to the occupiers of such houses or buildings or any of them to get work and win the said metals and minerals hereby lastly hereinbefore excepted and reserved and for such purpose to make maintain and use any necessary and convenient underground works whatsoever to the intent that the said EMMA SPARKS may become the registered proprietor in fee simple of the surface lands comprised in the said Sub-lease No. A264390 to the extent only directed and intended by the said Holt Sutherland Estate Act 1900 PROVIDED ALWAYS that the Company and its assigns shall hold the residue of the lands comprised in the said Lease No. 50990 subject to all the provisoes conditions and agreements in the said Lease contained and on the part of the Company to be observed and performed as (if at all) varied by the Holt Sutherland Estate Act 1900 and to the provisions of the same Act And the reversioner and reversioners shall in respect of such residue be entitled to the benefit of all conditions and powers of re-entry for non-payment of rent and other powers and reservations in the said Lease contained in all respects as if this Transfer had not been made.

IN WITNESS WHEREOF the Common Seal of the Holt Sutherland Company (1933) Limited was hereunto affixed at Sydney this twenty fourth day of November 1949.

THE COMMON SEAL of the HOLT SUTHERLAND COMPANY (1933) LIMITED was affixed hereto by the Directors present at a Meeting of THE BOARD OF DIRECTORS of that Company held this twenty fourth day of November 1949 and such Directors thereupon signed this Transfer in the presence of—

Asst. Secretary.

Directors

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

SIGNED in my presence by the said

Emma Sparks

who is personally known to me—

M.C.G.
Solr. Sydney

Req:R253175 /Doc:DL F309386 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:28-May-2026 11:23 /Seq:3 of 3
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F309386

No. — *Memorandum of Transfer of*

Lodged by JOSEPH CHRISTIE,
SOLICITOR,
MONTGOMERY STREET,
OPPOSITE COURT HOUSE,
KOGARAH.
~~MINTER, SIMPSON & CO.~~
~~SYDNEY~~

HOLT SUTHERLAND COMPANY (1933) LIMITED
Transferror.

Emma Mardo
Transferee.

Particulars entered in the Register Book, Vol. 4976 Folio 219 on base No. 50990.

INCLUDED

the 14th day of February 1952

at minutes 12 o'clock

~~in the~~ noon.

J. Wells
Registrar General.

REGISTRAR GENERAL LAW SOUTH WALES

PROGRESS RECORD.

	INITIALS.	DATE.
SENT TO SURVEY DRAFTING BRANCH		
RECEIVED FROM REGN. ROOM		
DRAFT WRITTEN	[illegible]	5/4/51
DRAFT EXAMINED	[illegible]	9.1.51
DIAGRAM PREPARED	[illegible]	7-2-51
DIAGRAM EXAMINED	[illegible]	6/2
DRAFT FORWARDED	[illegible]	[illegible]
ENGROSSERS	[illegible]	9/2/7
CANCELLATION CLERK	[illegible]	21/3/51

VOL. 6276 FOL. 148

B

F309288 & Foll.

Req:R266595 /Doc:DL G597468 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:01-Jun-2026 09:53 /Seq:1 of 2
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

Fine Refunded R.P. 13. No. G597468

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

B 8096

	£	s.	d.
Lodgment	:	:	
Encorsement	:	:	
Certificate	:	:	
	:	:	
	:	:	
	:	:	

£2.15.-

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

a If a less estate, strike out "in *fee simple*" and interline the required alteration.

b Full postal address of transferee must be shown.

c If to two or more, state whether "as joint tenants" or "as tenants in common."

d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

e If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol."

Where the consent of a local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

f Strike out if unnecessary, or suitably adjust
(i) if any easements are to be created or any exceptions to be made,
(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, 1919-1954.

g A very short note will suffice.

h Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.
As to instruments executed elsewhere, see back of form.

i Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

NOT TO BE ALTERED BY ERASURE—See Foot Note.

I, WE ABRAHAM GRAS of Miranda Chef and PIA GRAS his wife as joint tenants (herein called 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 TEN SHILLINGS -------

(£0.10.0) (the receipt whereof is hereby acknowledged) paid to us by THELMA JAN GOODE wife of Albert Edward Goode of Cooperhook Avenue Gymea Bay (formerly Thelma Gazal)

(herein called transferee)

and grant do hereby transfer to the said transferee out of ALL such our Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (d) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (e)
CUMBERLAND	SUTHERLAND	WHOLE	6948	172	Lot 1

And the transferee ~~covenants with the transferor~~ a right of carriage way as appurtenant to the land comprised in Certificate of Title Volume 6482 Folio 242 over all that piece of land 15 feet wide as shown on Deposited Plan registered number 24518 as " proposed right of way 15' wide".

* Lot A in plan G104285 and Lot 4 DP. 24518

ENCUMBRANCES, &c., REFERRED TO.

Reservation of coal iron and other metals and minerals reserved by Instrument of Transfer F 309386

Signed at Miranda the 13th day of July, 1956

Signed in my presence by the transferor by their attorney John Frederick Minnis
WHO IS PERSONALLY KNOWN TO ME
Kenneth L. Minnis J.P.

J. Minnis
attorney for Transferor.

‡Signed

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME

Thelma Goode
Transferee(s).

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

St.427—W. K.1165 A. H. PETTIFER, GOVERNMENT PRINTER.

8896

Req:R266595 /Doc:DL G597468 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:01-Jun-2026 09:53 /Seq:2 of 2
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

G 597468

LODGED BY C.R. Symonds

No.

CONSENT OF MORTGAGEE.[j]

(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.

[j] This consent 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 19 .

Signed in my presence by

who is personally known to me.

Morigagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 52756 Miscellaneous Register under the authority of which he has just executed the within transfer.[k]

Signed at Miranda the 13th day of May 1956

Signed in the presence of—

Kenneth L. Morris J.P.

[k] Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.[l]

Appeared before me at , the day of , one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

[l] To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED

MEMORANDUM OF TRANSFER

and grant of right of carriageway

Checked by

Particulars entered in Register Book,
Volume 6948 Folio 172
6482 242

Passed (in S.D.B.) by

Signed by

the 12 day of December 1956 at 11 minutes past 12 o'clock in the afternoon.

J. Pell

Registrar-General

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1	4	Received Docs. Nos. ,	
2	5	Receiving Clerk.	
3	6		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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.

L 1165 St 937—W

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident:—

(a) *in any part of the British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) *in the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

Req:R266599 /Doc:DL G597470 /Rev:02-Apr-2013 /NSW LRS /Pgs:ALL /Prt:01-Jun-2026 09:54 /Seq:1 of 2
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

OCT 22 2 52

R.P. 13.

Fine Remitted

Commissioner of Stamp Duties

No. G597470

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT)

FEES:— £ s. d.
Lodgment : :
Endorsement : :
Certificate : :
: :
: :
: :

SEVEN SHILLINGS SIX PENCE STAMP DUTY

B 810 66

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

a a less estate, strike out "in *fee simple*" and interline the required alteration.

b Full postal address of transferee must be shown.

c If to two or more, state whether "as joint tenants" or "as tenants in common."

d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

e If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. " Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

f Strike out if unnecessary, or suitably adjust
(i) if any easements are to be created or any exceptions to be made,
(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, 1919-1954.

g A very short note will suffice.

h Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

i Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

NOT TO BE ALTERED

TO BE LEFT FREE FROM NOTATION. THIS SPACE TO BE ERASURE—Foot Note.

I, PHILIP JOSEPH LYNCH formerly of 14 Merang Street Cronulla now of 496 Boundary Street Springhill in the State of Queensland Engineer

(herein called transferor)

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TEN SHILLINGS ---

(£0.10. 0) (the receipt whereof is hereby acknowledged) paid to me by

THELMA JAN GOODE wife of Albert Edward Goode of Coopernook Avenue Cynea Bay (formerly Thelma Gazal)

[b] (herein called transferee)

do hereby transfer and grant to the said transferee[c] out of

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	SUTHERLAND	WHOLE	6948	173	Lot 2

~~And the transferee covenants with the transferor~~

a right of carriage way as appurtenant to the land comprised in Certificate of Title Volume 6482 Folio 242 over all that piece of land 15 feet wide as shown on Deposited Plan registered number 24518 as "proposed right of way 15' wide".

* Lot A in plan G1042B5 and Lot 4 DP 24518

ENCUMBRANCES, &c., REFERRED TO.*

Exception of mines beds seams and veins of coal iron and other metals as per Instrument of Transfer F 309386

Signed at Brisbane the 17th day of August 19 56.

[h] Signed in my presence by the transferor PHILIP JOSEPH LYNCH WHO IS PERSONALLY KNOWN TO ME

Signed

Transferor.*

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Thelma Goode

Transferee(s).

[h] Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

S 427—W £1165 A. H. PETTIFER, GOVERNMENT PRINTER.

F G 597470

LODGED BY C R Symonds

No.

CONSENT OF MORTGAGEE.[j]

(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 morigage.

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

j This consent 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.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[k]

Signed at the day of 19 .

Signed in the presence of—

k Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.[l]

Appeared before me at , the day of , one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

l To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED

MEMORANDUM OF TRANSFER

surrender of right of carriageway

Checked by

Passed (in S.D.B.) by

Signed by

Particulars entered in Register Book,

Volume 6948 6482 Folio 173 242

the 12 day of December 1962

10 minutes past 2 o'clock in the afternoon.

J. Kell

Registrar-General.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

		Received Docs. Nos.
1	4	
2	5	Receiving Clerk.
3	6	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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.

S 4107—W

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident—

(a) *in any part of the British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) *in the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

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Reg:R266599 /Doc:DL G597470 /Rev:02-Apr-2013 /NSW LRS /Pgs:ALL /Prt:01-Jun-2026 09:54 /Seq:2 of 2

Req:R266605 /Doc:DL G597471 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:01-Jun-2026 09:54 /Seq:1 of 2
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

REGISTRAR-GENERAL NEW SOUTH WALES

Fine Remitted R.P. Act No. G 597471

South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 190

B 8 10 56

FEES:— £ s. d.
Lodgment
Endorsement
Certificate

NEW SOUTH WALES ONE P.N.C. TWO SHILLINGS STAMP DUTY

NEW SOUTH WALES FIVE SHILLINGS STAMP DUTY

NEW SOUTH WALES AND SIX PENCE STAMP DUTY

SOUTH WALES STAMP DUTY FIVE SHILLINGS

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black or blue-black non-copying ink.

a If a less estate, strike out "in *fee simple*" and interline the required alteration.

b Full postal address of transferee must be shown.

c If to two or more, state whether as joint tenants or tenants in common.

d If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

e If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. " Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

f Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used, a very short note will suffice.

h If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

i Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

NOT TO BE ALTERED BY ERASURE—See Foot Note.

I, VERA JOAN MOORE formerly of Oyster Bay Married Woman now of Coopernook Avenue Gymea Bay Married Woman

(herein called transferor)

being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TEN SHILLINGS ---

(£0.10. 0) (the receipt whereof is hereby acknowledged) paid to me by

THELMA JAN GOODE wife of Albert Edward Goode of Coopernook Avenue Gymea Bay (formerly Thelma Gazal)

[b] (herein called transferee)

and grant

do hereby transfer to the said transferee[a] all of

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (d) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (e)
CUMBERLAND	SUTHERLAND	WHOLE	7016	93	Lot 3

~~And the transferee covenants with the transferor~~[f]

a right of carriage way as appurtenant to the land comprised in Certificate of Title Volume 6482 Folio 242 over all that piece of land 15 feet wide as shown on Deposited Plan registered number 24518 as "proposed right of way 15' wide".

Lot A in plan G 104285 and Lot 4 DP 24518.

ENCUMBRANCES, &c., REFERRED TO.[f]

Reservations of coal iron and other metals as reserved by Instrument of Transfer F 309386.

Signed at Sydney the second day of October 1956.

[h] Signed in my presence by the transferor VERA JOAN MOORE WHO IS PERSONALLY KNOWN TO ME

Vera Joan Moore
Transferor.[a]

[h] Signed

[i] Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Thelma Goode

Transferee(s).

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME

[a] If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

[f] N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

St. 437—W K 1105 A. H. PETTIFER, GOVERNMENT PRINTER.

Req:R266605 /Doc:DL G597471 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:01-Jun-2026 09:54 /Seq:2 of 2
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

F. Symonds 8/8/97

LODGED BY C.R. Symons

F G597471

CONSENT OF MORTGAGEE.[1]

(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.

[1] This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. 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 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.[k]

[k] Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at the day of 19 .

Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.[1]

Appeared before me at , the day of , one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

[1] To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED

MEMORANDUM OF TRANSFER

and grant of right of carriageway

DOCUMENTS LODGED HEREWITH.

To be filed in by person lodging dealing.

1. Received Docs.
2. Nos.
3.
4.
5.
6. Receiving Clerk.
7.

Checked by

Particulars entered in Register Book,

Volume 7016 Folio 93

6482 242

Passed (in S.D.B.) by

Signed by

the 5th day of December 19 96 at 25 minutes past 2 o'clock in the afternoon.

J. Weeks

Registrar-General.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

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.

K 1165 St 437—W

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are :—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1- 5-0 otherwise This fee includes endorsement on the first Certificate. In addition the following fees are payable :—(a) 5/- for each additional Certificate included in the Transfer, (b) £2 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

Req:R266607 /Doc:DL G667100 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:01-Jun-2026 09:54 /Seq:1 of 3
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

R.P. 13. No. G 667100

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Fees:— £ s. d.
Lodgment
Endorsement
Certificate

NEW SOUTH WALES SEVEN SHILLINGS SIX PENCE STAMP DUTY

Discharged from mtge dlo F509809

I, JAN THELMA GOODE wife of Albert Edward Goode of Gymea Bay

(herein called 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 Eight hundred and fifty pounds (£ 850.0.0) (the receipt whereof is hereby acknowledged) paid to me by

HIRONYMOUS ULLRICH of 424 Victoria Road, Darlinghurst, Toolmaker

* (herein called transferee)

do hereby transfer to the said transferee*

ALL such ~~my~~ Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (d) Whole or Part.	Vol.	Fol.	Description of Land (if part only). (e)
Cumberland	Sutherland	Part	6482	242	Lot Y in plan of Subdivision annexed hereto and marked with the letter "A"

~~And the transferee covenants with the transferor~~

And reserving unto the Transferor as appurtenant to the residue of Lot Y the land in the above Certificate of Title Volume 6482 Folio 242 a right of carriage way 15 feet wide shown as proposed right of way on the annexed plan of Subdivision marked "A".

402627

ENCUMBRANCES, &c., REFERRED TO.

Exception and reservation of all mines beds seams and veins of coal iron and other metals and minerals as contained in Transfer F309386.

Signed at Sydney the eighth day of January 1957

*Signed in my presence by the transferor
THELMA JAN GOODE
WHO IS PERSONALLY KNOWN TO ME
[signature] J.P.

Thelma Goode
*Transferor.**

*Signed

† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee
WHO IS PERSONALLY KNOWN TO ME

Transferee(s).

NOT TO BE ALTERED BY ERASURE — See Note No. 6

Where the consent of the local council is required to a subdivision the certificate mentioned in s. 26 (1) (b) of the Act, 1919, should accompany the transfer.

Strike out if unnecessary, or suitably adjust.

If any easements are to be created or any exceptions to be made,

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, 1919-1954.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.
As to instruments executed elsewhere, see back of form.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

M 437—W K 1186 A. H. PATTERSON, GOVERNMENT PRINTER.

Req:R266607 /Doc:DL G667100 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:01-Jun-2026 09:54 /Seq:2 of 3
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

No. G 667100

LODGED BY HERBERT SMITH & W. D. [illegible] SOLICITORS 35 PITT STREET, SYDNEY

CONSENT OF MORTGAGEE.

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

I, BANK OF NEW SOUTH WALES

mortgagee under Mortgage No. F502129

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, and as regards the Mortgagor and all sureties and other persons if any whether under such Mortgage or any other security instrument or document and as regards the property comprised in any such other security instrument or document.

reserving and the powers of the said Bank

Signed for and on behalf of the Bank of New South Wales at Sydney by its Attorneys

Dated at Sydney the second day of January, 1957.

Signed in my presence by

by Allan Jack Wilson

and Roy Hamish Menzies

its duly constituted Attorneys who are personally known to me

Asst. Chief Security Officer

and

Inspector

Mortgagee.

[a] This consent 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.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that they have no notice of the revocation of the Power of Attorney registered No. 3044 Miscellaneous Register under the authority of which they have just executed the within consent.

Signed at Sydney the second day of January 1957.

Signed in the presence of—

[k] Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at , the day of , one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

[l] To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED

MEMORANDUM OF TRANSFER Resg. Pt. of C'way.

Checked by

Particulars entered in Register Book, Volume 6482 Folio 242

Passed (in S.D.B.) by

Signed by

the 20th day of February 1958 at 10 minutes past 2 o'clock in the afternoon.

Registrar-General.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written ...		26/2
Draft examined ...		3/4/58
Diagram prepared ...		12-2-58
Diagram examined ...		13-2-58
Draft forwarded		
Supt. of Engrossers ...		
Cancellation Clerk ...		23/5/58

VOL. 7450 FOL. 31

K 1165 St 487—W

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1		4	Received Docs Nos.
2		5	Receiving Clerk.
3		6	

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident:—

(a) *in any part of the British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or such other person as the Chief Justice of New South Wales may appoint.

(b) *in the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to the declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) £2-0-0, if accompanied by the relevant [illegible] or evidence of production thereof, (b) £2-5-0 otherwise. This fee includes endorsement of the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or right to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where a Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be issued for the residue if desired.

Req:R266607 /Doc:DL G667100 /Rev:19-Mar-1997 /NSW LRS /Pgs:ALL /Prt:01-Jun-2026 09:54 /Seq:3 of 3
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

4

C O P Y

SHIRE OF SUTHERLAND

Certificate of New Road or Subdivision

Local Government Act, 1919, Sec. 327, Ordinance No. 32. Form 1.

Certificate No. 11/56
Plan No. 11/56
Fee: 10/- Receipt No.37345
Assessment: Mir.1295/6

COUNCIL CHAMBERS,
SUTHERLAND

APPLICANT

(Name) E. R. L. Steele, Surveyor,

(Address) 46 Park Road,
Carlton.

OWNER

(Name) Thelma Goode,

(Address) Coopernook Avenue,
Gymea Bay.

SUBDIVISION Lot 4 DP 24518 and Lot A of Lots 5 DP 24518 Coopernook Avenue into two (2) lots numbered X and Y

NEW ROADS

CERTIFICATE

I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans) have been complied with by the above-named applicant in relation to the proposed subdivision (Insert New Road or Subdivision) above described and more particularly set out on the accompanying plan ~~bearing the Council's Seal and~~ marked "Approved by the Council of the Shire of Sutherland in pursuance of Part XII of the Local Government Act 1919, Covered by Council Clerk's Certificate No. 11/56 of 19th January 1956"

Shire Clerk

Req:R266617 /Doc:DP 0024518 P /Rev:19-Feb-2019 /NSW LRS /Prt:01-Jun-2026 09:55 /Seq:1 of 2
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

~~F 67608~~

Plan Form No. 2 (for Deposited Plan)

6

Municipality of
Shire of Sutherland

PLAN

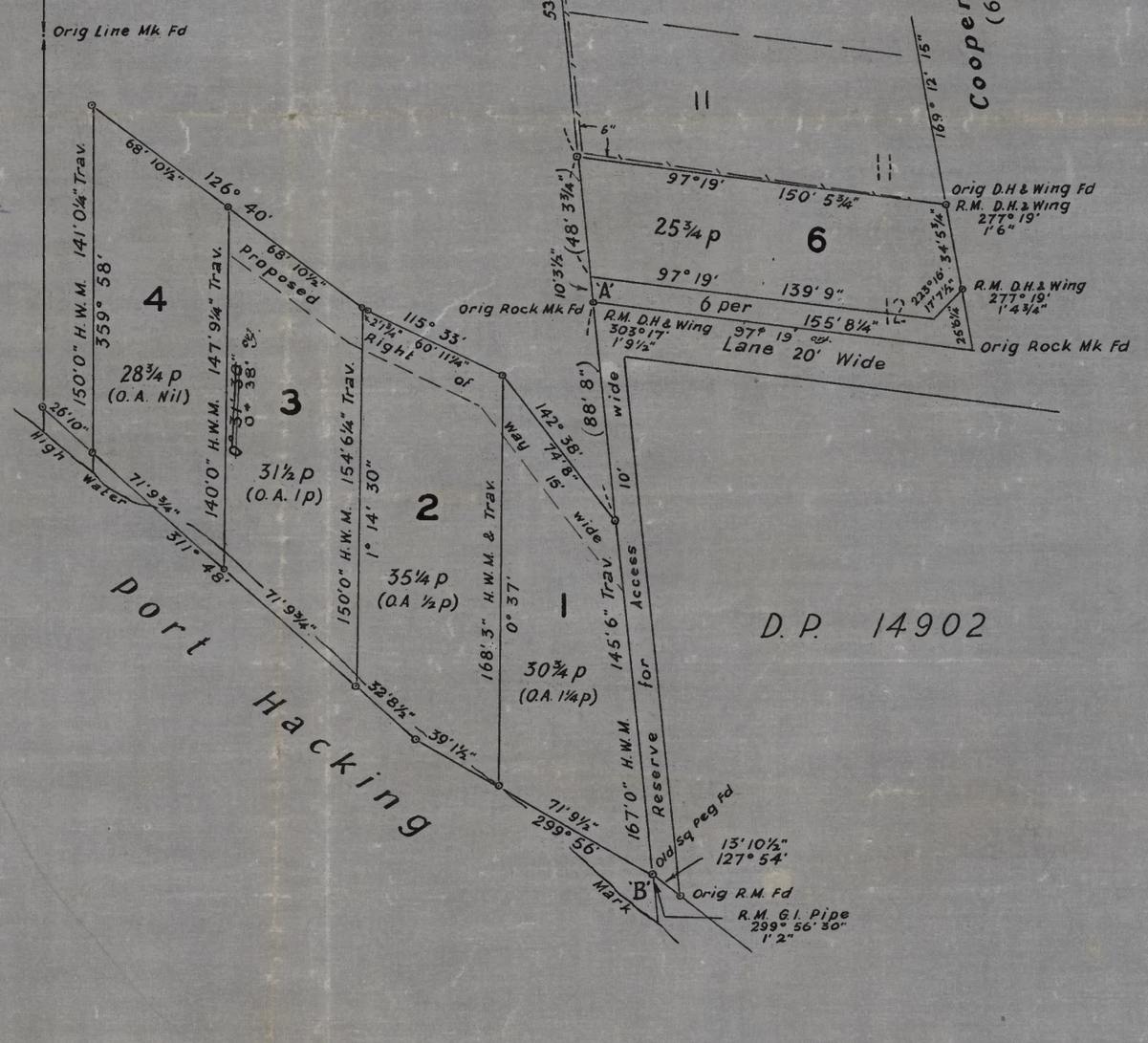
of Subdivision of Lot 4 on Plan in
T.F. 502828 & Lot 12 of D.P. 12607.

F685172 20.6.52
M M

PARISH OF SUTHERLAND COUNTY OF CUMBERLAND

Scale. 60 Feet to an inch

This is the plan numbered & recorded as
DEPOSITED PLAN No. 24518
on the 15th day of January 1953
L. Wells
REGISTRAR GENERAL.



The Common Seal of the Council of the Shire of Sutherland was hereunto affixed to indicate the acceptance of that strip of land adjoining Lot 6 containing an area of 6 perches as a public road.

SHIRE CLERK.

PRESIDENT

Note.

(1) *It is intended to dedicate that strip of land adjoining Lot 6 and containing an area of 6 perches to the Public.*

(2) *It is intended to create a Right-of-Way 15 feet wide as shown on plan as "Proposed Right of Way 15' wide" within Lots 1 to 3 in favour of the owners of Lots 1 to 4 which are relatively from the Reserve for Access 10 feet wide.*

Approved by Council & Covered by Council Clerk's Certificate

No. 37/52 *of* 26/3/52.

Council Clerk.

Datum line of Azimuth A-B.

Subscribed and declared before me at Sydney
this 13th *day of* October *A.D.* 1952

H. Goldman, *J.P.*

I Charles Vass Forshaw *of* 25 Albyn Street, Bexley *a Surveyor registered under the Surveyor's Act, 1929, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 *(1) by me (2) under my supervision, the character and extent of which was as required by the Survey Practice Regulations, 1933, and was completed on †* 27th February 1952 *and the reference marks have been placed as shown hereon.*

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900

(Signature) Charles V Forshaw

Surveyor registered under the Surveyors Act, 1929.

Date of Survey 27th Feb. 1952

**Strike out either (1) or (2).* *†Insert date of Survey*

D.P. 24518 P

Req:R266617 /Doc:DP 0024518 P /Rev:19-Feb-2019 /NSW LRS /Prt:01-Jun-2026 09:55 /Seq:2 of 2
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 24518

FEET	INCHES	METRES
-	6	0.152
1	2	0.356
1	4 3/4	0.425
1	6	0.457
1	9 1/2	0.546
2	1 3/4	0.654
10	-	3.048
10	3 1/2	3.137
12	6	3.810
13	10 1/2	4.229
15	-	4.572
17	7 1/2	5.372
20	-	6.096
26	10	8.179
32	8 1/2	9.970
34	5 3/4	10.509
39	1 1/2	11.925
48	3 3/4	14.726
60	11 1/4	18.574
66	-	20.117
68	10 1/2	20.993
71	9 1/2	21.882
71	9 3/4	21.888
74	8	22.758
88	8	27.026
139	9	42.596
140	-	42.672
141	0 1/4	42.983
145	6	44.348
147	9 1/4	45.041
150	-	45.720
150	5 3/4	45.866
154	6 1/4	47.098
155	8 1/4	47.454
167	-	50.902
168	3	51.283
177	5	54.077
387	5 1/2	118.097
485	7 1/4	148.012
495	-	150.876
534	7 1/4	162.947

AC	RD	P	SQ M
-	-	1/2	12.6
-	-	1	25.3
-	-	1 1/4	31.6
-	-	6	151.8
-	-	25 3/4	651.3
-	-	28 3/4	727.2
-	-	30 3/4	777.8
-	-	31 1/2	796.7
-	-	35 1/4	891.6
2	-	5 1/4	8226

Req:R266626 /Doc:DP 0402627 P /Rev:29-Dec-1992 /NSW LRS /Pgs:ALL /Prt:01-Jun-2026 09:55 /Seq:1 of 1
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS

DP 402627

FEET	INCHES	METRES
1	-	0.305
1	0 1/2	0.318
4	6 3/4	1.391
10	-	3.048
10	3 1/2	3.137
14	-	4.267
14	9	4.496
15	-	4.572
17	-	5.182
18	-	5.486
22	6 1/4	6.864
26	10	8.179
28	-	8.144
41	1 3/4	12.541
44	0 1/2	13.424
45	11	13.995
49	5	15.062
56	4 1/2	17.183
61	8 1/4	18.802
61	8 1/2	18.809
71	0 1/4	21.647
71	7 3/4	21.838
71	9 3/4	21.888
72	5 1/2	22.085
74	8	22.758
100	-	30.480
126	-	38.405
140	-	42.672
141	6	43.129
147	9 1/4	45.041
148	0 1/4	45.117
155	8 1/4	47.454
157	-	47.854
177	4	54.051
269	-	81.991
354	-	107.899
435	9 1/4	132.823
458	8	139.802
485	8	148.031
495	-	150.876
4950	-	1508.760

AC	RD	P	SQ M
-	-	32	809.4
1	3	36	7993
1	3	36 1/2	8005

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 19th day of March, 1980

1

INITIATIVE PREPARED
G667100

Areas under one acre as stated in this plan have not been checked in this Department.

43014

Plan Form No 6A (for transfers, leases, etc)

Municipality of Shire of Sutherland

M.M. 181387

PLAN

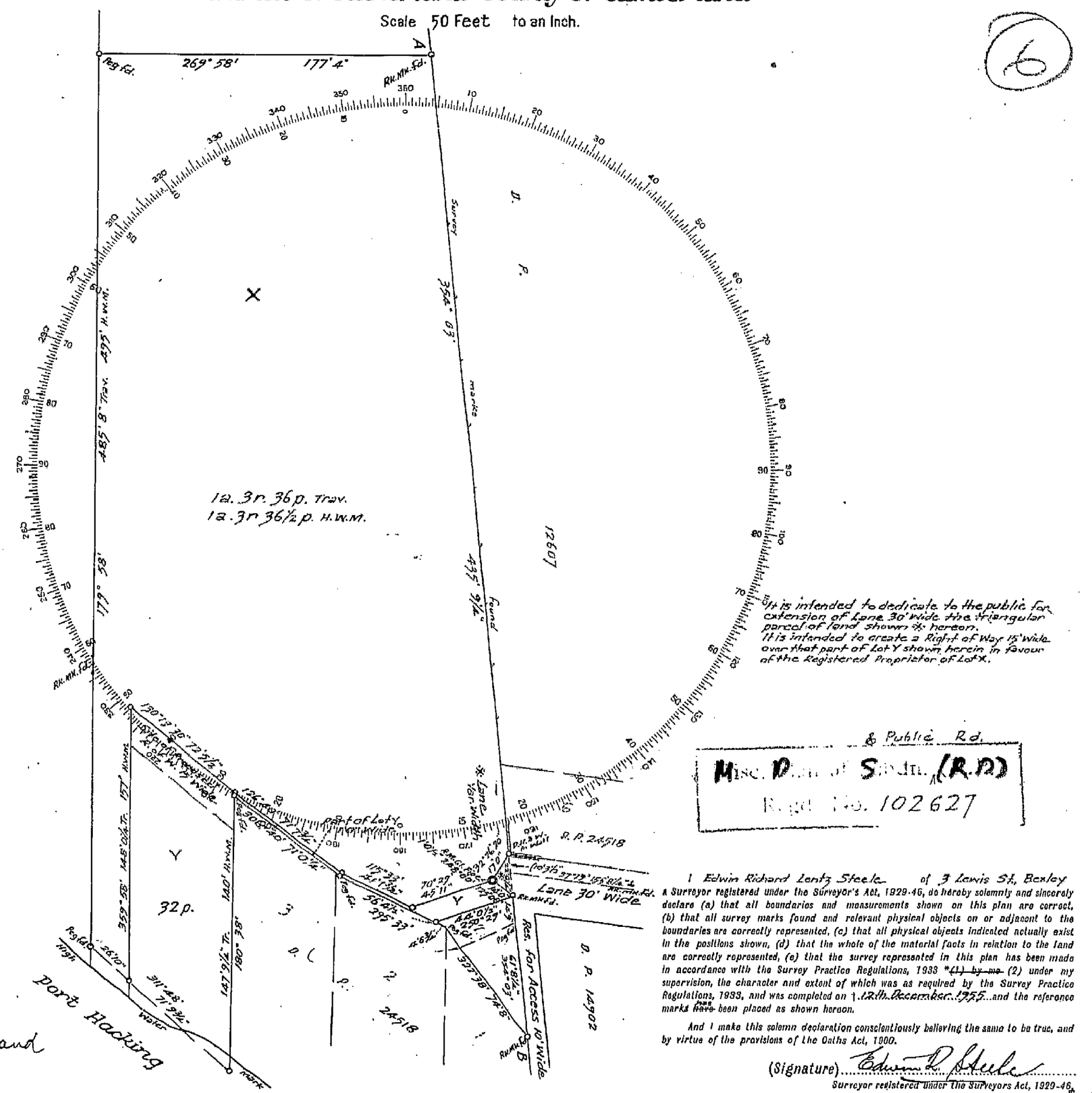
of re-subdivision of Lot A in T.G104285 & Lot 4 D.P. 24518

Parish of Sutherland County of Cumberland

F.P. 402627

(6)

Scale 50 Feet to an Inch.


A
Reg'd.
269° 58'
177' 4"
Rk. Mk. Fd.
Rk. Mk. Fd.
485° 8' Trav.
485' H.W.M.
177° 58'
12a. 3r. 36p. Trav.
12a. 3r. 36½p. H.W.M.
Survey
356° 03'
Found
Lane 30' Wide
Reserved
Res. for Access 10' Wide
B
Y
32p.
Port Hacking
Water
Datum Line of Azimuth AB
Rk. Mk. Fd.
Rk. Mk. Fd.
Rk. Mk. Fd.

Req:R253179 /Doc:DP 0538234 P /Rev:02-Sep-1992 /NSW LRS /Pgs:ALL /Prt:28-May-2026 11:24 /Seq:1 of 1
© Office of the Registrar-General /Src:Hazlett /Ref:HARDING-Kate-26079

Form 1

538234

OFFICE USE ONLY.

PLAN OF subdivision of lot 3 in F 502828

Area/Shire/~~City~~: Sutherland

Town or Locality: Gymea Bay

Parish: Sutherland

County: Cumberland Scale: 80 feet to an inch

D. P. 538234

Registered: 21/10/1969

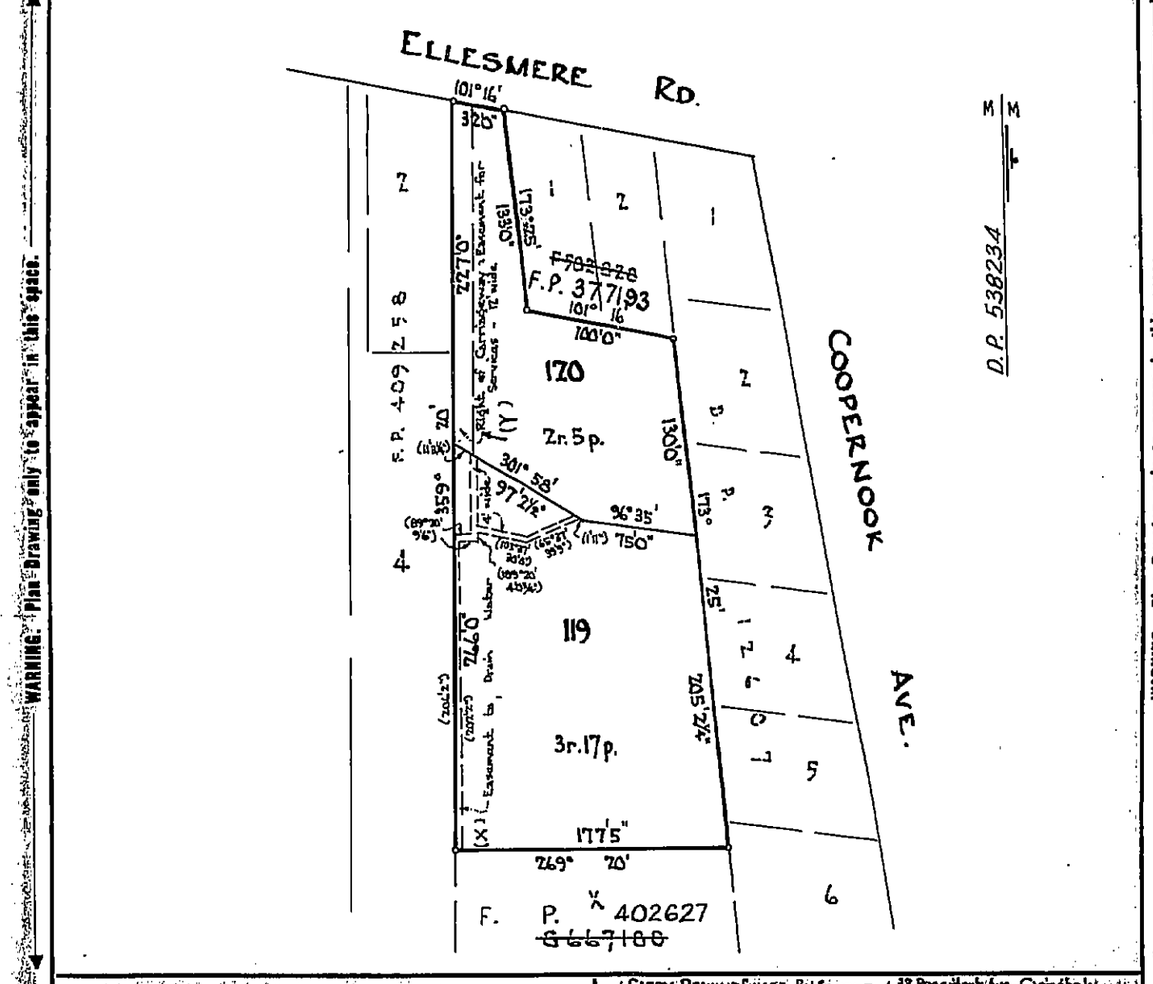
C.A.: No 145/69 of 16-9-1969

Title System: Torrens

Purpose: Subdivision

Ref. Map: Sutherland Sht. 24

Last Plan: F. P. 377193



Signatures, Seals and Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements or restrictions as to user.

It is intended to create, pursuant to Sec 88 B of the Conveyancing Act 1919-54

1. Right of Carriageway 12 wide. 2. Easement for Services 12 wide.
3. Easement to Drain Water 10 wide.

and as set out in the accompanying instrument signed by the Council Clerk. ※

※ Instrument filed as L614986

I, GARRY REGINALD FULLER, Registered Surveyor of 32 Prendergast Ave., Caringbah, a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made *(1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 11/12/1968

Datum Line of Azimuth:

Signature: [signature]

Surveyor Registered under Surveyors Act, 1929, as amended.

*Strike out either (1) or (2) and insert date of survey.

Council Clerk's Certificate.

I hereby certify that—
(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and
*(b) the requirements of section 348 of the [Metropolitan Water, Sewerage, and Drainage Act, 1924, as amended, [Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed [subdivision (insert "new road" or "subdivision") set out herein.

Subdivision No. 145/69

Date 16-9-69

(Signature) [signature] Council Clerk.

*This part of certificate to be deleted where the application is only for the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

[Delete if inapplicable.

M.P.D.

SURVEYOR'S REFERENCE. 1780

0538234

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DPI 538234

FEET	INCHES	METRES
-	3 1/4	0.083
-	6	0.152
1	2 3/8	0.365
1	11	0.584
4	-	1.219
4	0 3/4	1.238
7	6	2.286
9	6	2.996
10	3 1/4	3.131
11	3 1/4	3.435
12	-	3.658
30	8	9.347
32	-	9.754
39	9	12.116
75	-	22.860
97	2 1/2	29.629
100	-	30.480
130	-	39.624
133	-	40.538
177	5	54.077
202	2	61.620
205	2 1/4	62.541
206	2	62.840
226	-	68.885
227	-	69.190
266	-	81.077

AC	RD	P	SQ M
-	2	5	2150
-	3	17	3465

I, Jack Hayward Watson, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 14th day of July, 1976.

[signature]

L1538

* L614986

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

Plan DP538234

Part 1.

Subdivision of Certificate of Title Volume 6563 Folio 12 covered by Council Clerk's Certificate No. 145/69

Full name and address of the proprietor of the land: THOMAS DAVID JAMES LEECH of 212 Ellesmere Road, Gymea Bay

1. Identity of easement or restriction firstly referred to in abovementioned plan: Right of Carriageway 12' wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or Authority benefited
120	119

2. Identity of easement or restriction secondly referred to in abovementioned plan: Easement for Services 12' wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or authority benefited
120	119

3. Identity of easement or restriction thirdly referred to in abovementioned plan: Easement to Drain Water 4' wide.

SCHEDULE OF LOTS ETC. AFFECTED

Lots burdened	Lots, name of road or authority benefited
119	120

Part 2.

2. TERMS OF EASEMENT FOR SERVICES 12' WIDE SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by him to make, layout, construct, erect, instal, carry, maintain and use through, above, on and under the servient tenement all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide and carry all or any of water, sewerage gas, electric light, telephone and/or other domestic services to and from the said dominant tenement PROVIDED THAT the said drains, pipes, conduits, poles, wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the rights of carriageway hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him with any tools, implements, or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all precautions to ensure as little disturbance as possible to the surface of the servient tenement and/or free access to the dominant tenement and will restore without delay that surface as nearly as practicable to its original condition.

NAME OF PERSON WHOSE CONSENT IS REQUIRED TO RELEASE THE EASEMENTS FIRSTLY, SECONDLY AND THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Council of the Shire of Sutherland.

Signed in my presence by T.D.J. LEECH)
who is personally known to me)

Thos. D. J. Leech
Proprietor.

Solicitor

Approved by Sutherland Shire Council

A.G. Kerr
Shire Clerk

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

Table of mm

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 13th May, 1986

Req:R253185 /Doc:DP 0538234 B /Rev:29-Oct-1992 /NSW LRS /Pgs:ALL /Prt:28-May-2026 11:24 /Seq:1 of 1
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[redacted]

Q 919265 M $6

A $20

$0.00 STAMP DUTY

THIS DEED made the twenty seventh day of September One thousand nine hundred and seventy-eight BETWEEN GYMEA DEVELOPMENTS PTY LIMITED a company duly incorporated and having its registered office at 1 Oswald Close Warrawee in the State of New South Wales and THELMA JAN GOODE of 1 Rosemont Place Gymea Bay in the said State the parties of the First Part hereto (hereinafter referred to as the "Covenantors") and the said THELMA JAN GOODE the party of the Second Part hereto (hereinafter referred to as the "Owner") WHEREAS the said Thelma Jan Goode is the registered proprietor of Lot 2 in Deposited Plan No 245755 situate in the Shire and Parish of Sutherland County of Cumberland and being the whole of the land comprised in Certificate of Title Volume 12262 Folio 18 AND WHEREAS there is noted on the title to the said property inter alia a restriction as to user created by Instrument number N 570104 created by the registration of the said Deposited Plan AND WHEREAS the said Thelma Jan Goode has by Contract of Sale sold the said Lot 2 to John Edward Jude Kane and Elizabeth May Kane of Gymea AND WHEREAS a Special Condition in the said Contract provides that on completion of the said sale the said Thelma Jan Goode shall hand to the said purchasers a Deed of Variation and any other necessary documents which vary the said restriction as to user by releasing the said Lot from the restriction which is set out in the said Instrument number N 570104 in words and figures following:

> No building shall be erected on any Lot hereby burdened within a distance of 7.62 metres from the street boundary of the Lot

AND WHEREAS IT IS PROVIDED in the said Instrument No N 570104 that the Covenantors hereinbefore mentioned are the persons whose consent is required to release the said Lot from the said restriction AND WHEREAS to assist the Vendors hereinbefore mentioned to completion of the said sale the Covenantors have agreed to vary the said restrictions as to user by releasing the said Lot 2 in Deposited Plan No 245755 from the restriction hereinbefore detailed in parenthesis NOW THIS DEED WITNESSETH

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that without any consideration and for the purpose hereinbefore mentioned the said Covenantors vary the said restriction as to user by releasing the said Lot from that part of the said restriction cited above and repeated again as follows :

> No building shall be erected on any Lot hereby burdened within a distance of 7.62 metres from the street voundary of the Lot

AND the Covenantors and the Owner request the Registrar General in and for the State of New SouthWales to record on the said Certificate of Title the release above referred to.

THE COMMON SEAL of GYMEA DEVELOPMENTS PTY LIMITED was hereunto affixed by the Authority of the Directors in the presence of :

Secretary.



SIGNED SEALED AND DELIVERED by the said THELMA JAN GOODE as Covenantor in the presence of :

Sol. Sydney.

T.J. Goode

Covenantor

SIGNED SEALED AND DELIVERED by the said THELMA JAN GOODE as Owner in the presence of :

T.J. Goode.

Owner

B

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Q 919265 M

S #63-90

R.E. Sanders, Simpson & Freeh
5 President Ave
CARINGBAH 2229
Tel. 524 0651
762 U

Dated 1978

GYMEA DEVELOPMENTS PTY LTD
and
THELMA JAN GOODE

Covenantors
First Part

and

THELMA JAN GOODE

Owner
Second Part.

DEED RELEASING COVENANT AND REQUESTING REGISTRATION OF RELEASE

MORGAN RYAN & BROCK
Solicitors
5 Beach Park Ave
CRONULLA. 2230.
Tele: 523 2545.
D X Box 172 Sydney.
City Office : 34 King St.,
Sydney.

MPD

Registered 10-11-1978
REGISTRAR GENERAL

RAIN/L

RS21
LC.

B

Applicant:

Harding Conveyancing
PO Box 1078
GYMEA NSW 2227

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

Certificate no:	ePC:26/6071	Delivery option:	
Certificate date:	28/05/2026	Your reference:	26079

Property:

Lot 2 DP 245755
33 Flat Rock Road GYMEA BAY NSW 2227

Zone:

* Sutherland Shire Local Environmental Plan 2015
Zone C3 Environmental Management

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 & ASSESSMENTACT, 1979

1. Names of relevant instruments and DCPs

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

Environmental Planning Instruments

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

Development Control Plans

Sutherland Shire Development Control Plan 2015

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

Draft Environmental Planning Instruments

No Draft State Environmental Planning Policies (SEPP) apply.

Draft SSLEP2015 - Changes to Clauses 4.1(3C) & 4.3(2B)

regarding standards applying to dual occupancy developmentDraft SSLEP2015 Minor Amendments applies to the land. The amendment proposes to:
Change the maximum building height (HOB) of development in Zone E4 General Industrial from 16m to 18m;
Align SSLEP2015 Schedule 3 Zone C4 Environmental Living Complying Development provisions for bushfire prone land to align with Division 2 1.19A (4) of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008;
Amend SSLEP2015 Clause 6.14(8) so that the landscape area concession applies to all lots with an access handle or which are burdened by a right of way;
Modify Schedule 1 Additional Permitted Uses of the SSLEP2015 allowing development for the purposes of a recreation area at Loftus Oval, and to rezone Heathcote Oval and Grays Point Oval from Zone C1 National Parks and Nature Reserves to RE1 Public Recreation to align land use and zoning, following the transfer of ownership of the land back to Council

Draft Development Control Plans

Draft Sutherland Shire Development Control Plan 2015 applies.

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

   a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
   b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant LEPs

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

(a) The identity of the zone, whether by reference to-

(i) a name, such as “Residential Zone” or “Heritage Area” or
(ii) a number, such as “Zone No 2 (a)”,

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

Sutherland Shire Local Environmental Plan 2015
Zone C3 Environmental Management

(i) Permitted without consent:

Home occupations

(ii) Permitted with consent:

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

(iii) Prohibited:

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item (i) or (ii).

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

No Additional Permitted Uses apply to this land.

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

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

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

No

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

No

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

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

3. Contribution Plans

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

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

State Housing and Productivity Contribution applies to this property (Effective 01/10/23).
Draft Local Infrastructure Contributions Plan 2026 applies to the property .

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

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

4. Complying Development

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

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

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

b. the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

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

Housing Code

Complying development may not be carried out under the 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.

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

Housing Alterations Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

Complying development may not be carried out on the land under the Industrial and Business Buildings Code. The land is affected by specific land exemptions.
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 E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

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

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.

(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.

(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.)

Pattern Book Development Code

Complying development may not be carried out under the Pattern Book Development Code. The land is affected by specific land exemptions. 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 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.

(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 the Inland Code. The land is affected by specific land exemptions. 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 Sutherland Shire.)

Agritourism and Farm Stay Accommodation Code

Complying development may not be carried out under the Agritourism and Farm Stay Accommodation Code. The land is affected by specific land exemptions. The land is wholly identified by an environmental planning instrument as being

environmentally sensitive land.

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

5. Exempt Development

(1) The extent to which the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

(2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

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

b. the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

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

General Exempt Development Code

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

Advertising and Signage Exempt Development Code

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

Temporary Uses and Structures Exempt Development Code

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

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or

No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

No

(2) In this section—

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

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

7. Land Reserved for Acquisition

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

No

8. Road Widening and Road Realignment

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

No

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

No

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

No

9. Flood related development controls information

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

No

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

No

(3) In this clause—

flood planning area has the same meaning as in the Floodplain Development Manual.
Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.
probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

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

The land has been classified as Class 5 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.

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

11. Bush fire prone land

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

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

Is the land bush fire prone?

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

12. Loose-fill asbestos insulation

Does the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division?

No

13. Mine Subsidence

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

No

14. Paper subdivision information

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

(a) applies to the land?, or

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

No

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

No

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

15. Property Vegetation Plans

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

No

16. Biodiversity stewardship sites

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

No

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

17. Biodiversity Certified Land

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

No

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

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

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

No.

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

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

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

(2) In this section—
existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

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

20. Western Sydney Aerotropolis

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

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

No

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

No

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

No

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

No

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

No

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

21. Development Consent Conditions for Seniors Housing

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

No

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

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

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

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

None found.

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

None found.

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

None found.

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

23. Water or sewerage services

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

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

24. Special Entertainment Precincts

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

No

25. Interim development in future infrastructure corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, is there a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section?

No

Any Other Prescribed Matter

Contaminated Land Management Act 1997

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

(a) Is the land significantly contaminated land within the meaning of that Act?
No

(b) Is the land subject to a management order within the meaning of that Act?
No

(c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No

(d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No

(e) Is the land subject of a site audit statement within the meaning of that Act?
No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

For further information please telephone [02] 9710 0333.

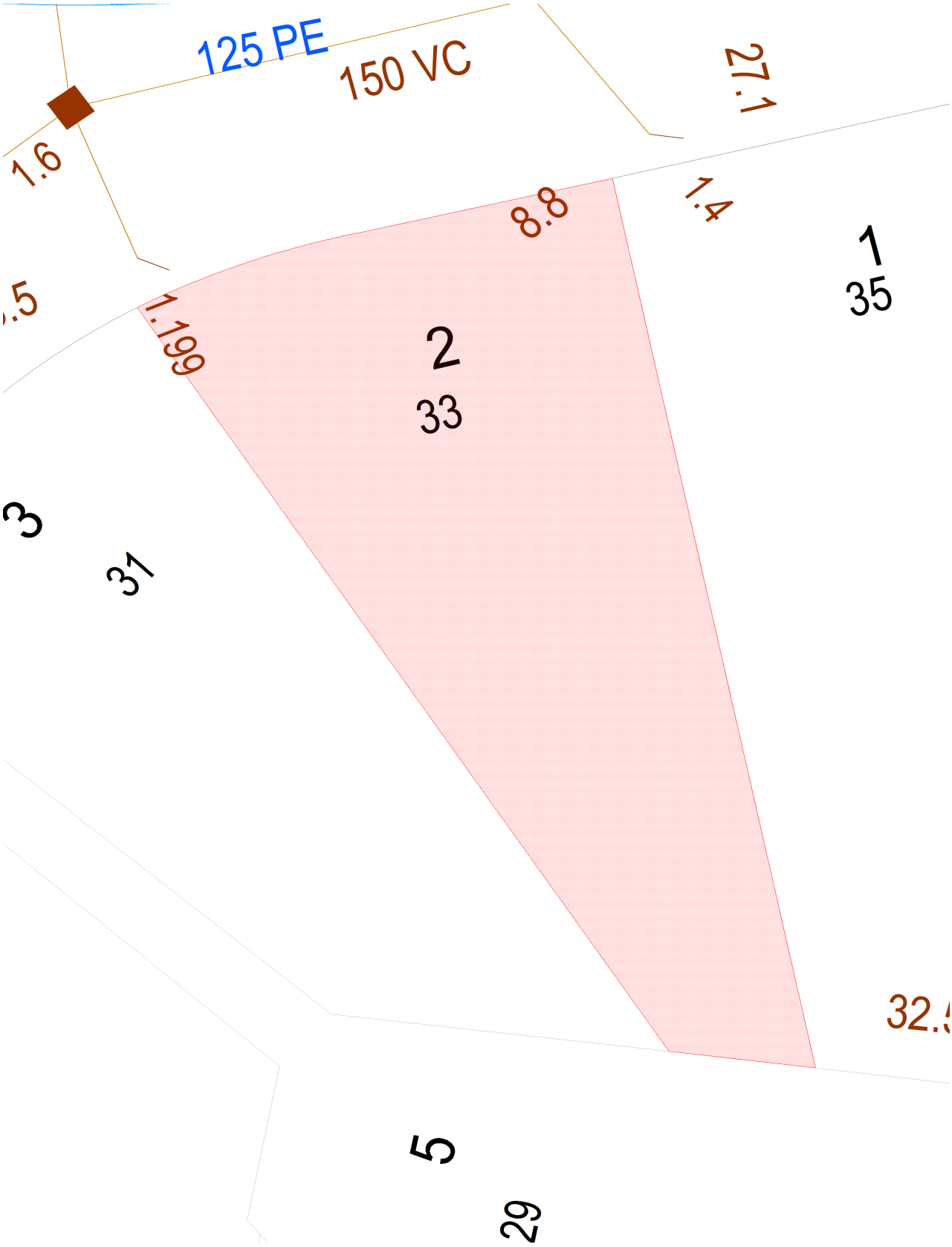
Yours faithfully



Beth Morris
Strategic Planning Manager

Service Location Print

Application Number: 8005289070



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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

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

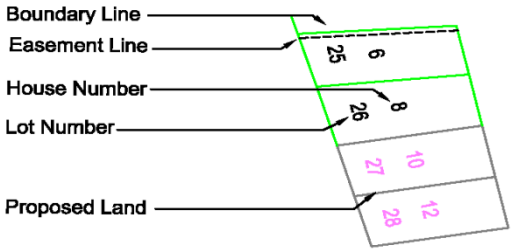
Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
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

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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.

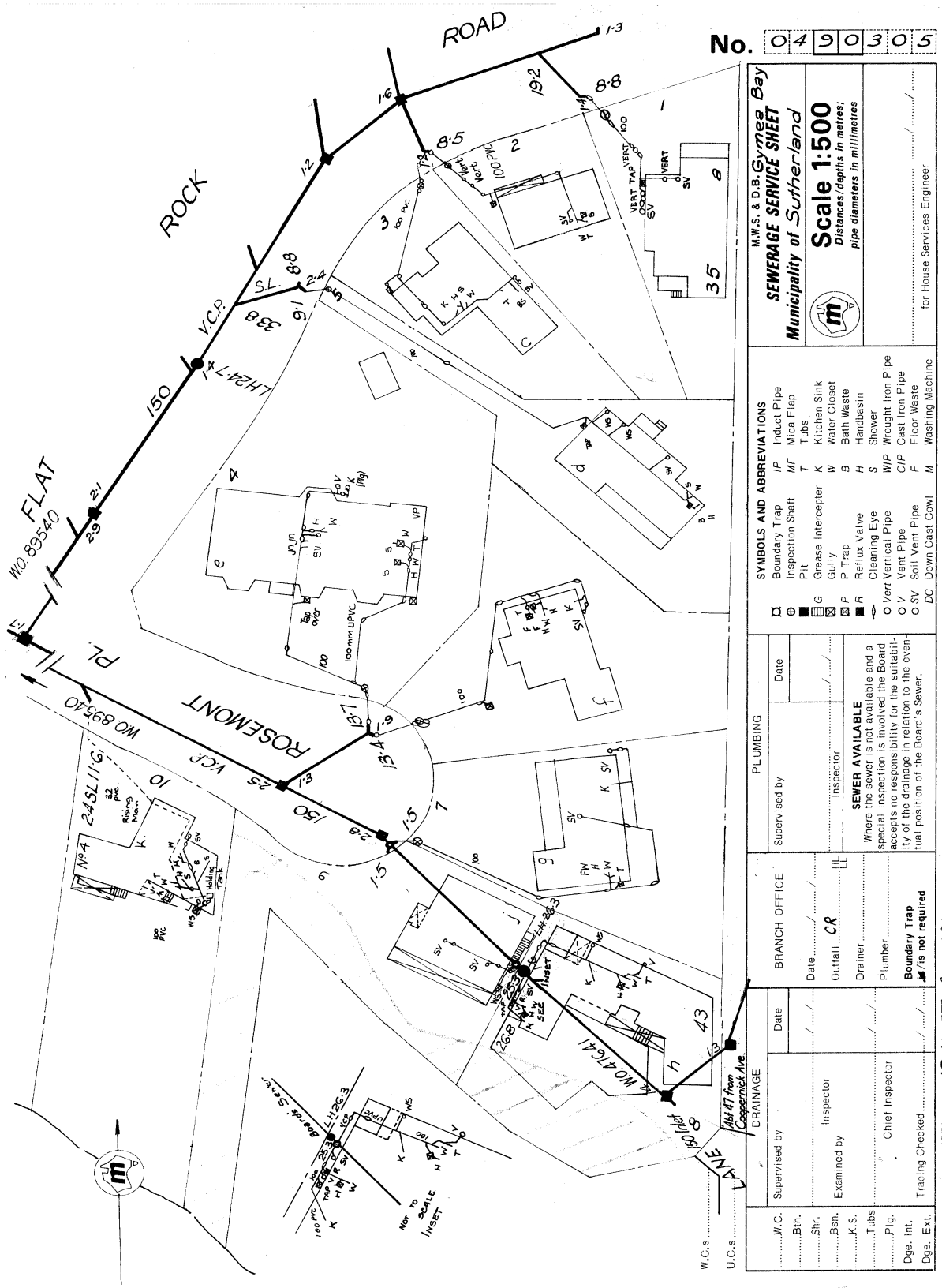
For general enquiries please call the Customer Contact Centre on 132 092

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

Disclaimer
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Sewer Service Diagram

Application Number: 8005289049



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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**.

JRE PROPERTY

Standard Form Agreement

Standard form residential tenancy agreement

Schedule 1

Important information

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

1 This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.

2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.

3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.

4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

09 September 2024 at **Gymea NSW 2227, Australia**

between **Shane Koek, Brooke Blunden** and **Jay Richardson**

Landlord

Jay Richardson
ray_jichardson@hotmail.com

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

Tenants

Shane Koek
p: +61 414 271 737
e: swkoek@gmail.com

Brooke Blunden
p: +61 422 240 391
e: blundenmb@gmail.com

Landlord's Agent Details

Jeffree Real Estate
2 Warburton Street, Gymea NSW 2227
p: +61 295 402 222, e: pm@jreproperty.com.au

Tenant's Agent Details

Not Applicable

Term of Agreement

The term of this agreement is -

- [ ] 6 months
- [ ] 12 months
- [ ] 2 years
- [ ] 3 years
- [ ] 5 years
- [x] Other (please specify) 52 weeks
- [ ] Periodic (No End Date)

Starting on **the 2nd of August 2024** and ending on **the 31st of July 2025**

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

Residential premises

33 Flat Rock Road, Gymea Bay NSW 2227

The residential premises include:

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

2 x garages

Rent

The rent is **$875.00 per week**, payable in advance starting on **the 13th of September 2024**
Rent will be increased to **$935.00 per week** from **26 September 2024**.

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

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

a. by electronic funds transfer (EFT):

BSB Number	062177
Account Number	10043811
Account name	Jeffree Real Estate P/L
Bank name	Commonwealth Bank
Payment reference	2368

b. Other:

Rental Rewards - Agent ID 200590

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]

Already Held

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

Occupants

No more than 4 person(s)

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

Urgent repairs

Nominated tradespeople for urgent repairs:

Plumber
Jarrad Hickman, East Coast Plumbing
p: 0412080686

Electrician
Greg Stewart, GSA Electrical
p: 0438 418 082

Smoke Alarms Australia
, Smoke Alarms Australia
p: 1300652213

Locksmith
, At Call Locksmiths
p: 9521 8927

URGENT Hot Water Repairs
, Hot Water Maintenance
p: 1800 496 496

Utilities

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☐ Yes ☒ No

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

Water usage

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

☒ Yes ☐ No

Smoke alarms

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

☐ Hardwired smoke alarm

☒ Battery operated smoke alarm

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

☒ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced: **9v**

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

☐ Yes ☒ No

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

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

☐ Yes ☒ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☐ Yes ☒ No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional]

[Cross out if not applicable]

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

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

Landlord

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

[x] Yes [ ] No

If yes, see clauses 50.

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

Email: pm@jreproperty.com.au

Tenant

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

[x] Yes [ ] No

If yes, see clause 50.

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

Email: swkoek@gmail.com, blundenmb@gmail.com

Condition report

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

Tenancy laws

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

The Agreement

Right to occupy the premises

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

Copy of agreement

2 **The landlord agrees** to give the tenant:

2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and

2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3 **The tenant agrees:**

3.1 to pay rent on time, and

3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and

3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4 **The landlord agrees:**

4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and

4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and

4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and

4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and

4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and

4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and

4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

Rent increases

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

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

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

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

7.1 that the increased rent is payable from the day specified in the notice, and

7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and

7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

Rent reductions

8 **The landlord and the tenant agree** that the rent abates if the residential premises:

8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

8.2 cease to be lawfully usable as a residence, or

8.3 are compulsorily appropriated or acquired by an authority.

9 The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

10 **The landlord agrees** to pay:

10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and

10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

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

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

10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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

11 The tenant agrees to pay:

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

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

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

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:

11.6.1 are separately metered, or

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

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

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

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

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

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

12.4 the residential premises have the following water efficiency measures:

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

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

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

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

Possession of the premises

14 The landlord agrees:

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

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

Tenant's right to quiet enjoyment

15 The landlord agrees:

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

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

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

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 Residential Tenancies Act 2010 for when a photograph or visual recording is published.

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

Fixtures, Alterations, additions or renovations to the premises

30 **The tenant agrees:**

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

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

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

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

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

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

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

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

Locks and security devices

32 **The landlord agrees:**

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

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33 **The tenant agrees:**

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

Transfer of tenancy or sub-letting by tenant

35 **The landlord and the tenant agree** that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-

letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

Change in details of landlord or landlord's agent

37 **The landlord agrees:**

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

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

37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

Initialled by Shane Koek the 4th of October 2024 SK

[Cross out if not applicable]

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

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

Mitigation of loss

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

Rental bond

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

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

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42 **The landlord agrees** to:

42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

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

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

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

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

responsible for the repair and replacement of smoke alarms in the residential premises.

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

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

43 The tenant agrees

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

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

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

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

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

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

Swimming pools

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

Initialled by Shane Koek the 4th of October 2024 SK

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

Initialled by Shane Koek the 4th of October 2024 SK

[Additional terms may be included in this agreement if:

a. **both the landlord and tenant agree** to the terms, and

b. they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 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]

Initialled by Shane Koek the 4th of October 2024 SK

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

54 ~~**The tenant agrees:**~~

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

Additional term - Rent increases during the fixed term

Initialled by Shane Koek the 4th of October 2024 SK

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

57.1 On 26 September 2024, rent is to be increased to **$935.00 per week**.

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

[For a Fixed Term of less than 2 years]

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

[For a Fixed Term of 2 years or more]

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

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

Additional term - No set off

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

Additional term - Smoking

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

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

62 If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the

tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

Additional term - Tenancy Databases

63 The landlord may list the tenant's personal information in a residential tenancy database if:

63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;

63.2 the tenant breached this agreement;

63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and

63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Condition Report

64 If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:

64.1 it forms part of this agreement; and

64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

65 If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:

65.1 form part of this agreement; and

65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

Initialled by Shane Koek
the 4th of October 2024 SK

66 **the parties agree** that the condition report dated **27 July 2018** and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

67 **The tenant must**

67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;

67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;

67.3 ensure that the premises are free of any pests and vermin; and

67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

Additional term - Telecommunication Facilities

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

Additional term - Repairs

69 **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.

70 If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

Additional term - Procedure on Termination

71 Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.

72 If the tenant fails to comply with clause 71, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:

72.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or

72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.

73 The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

74 The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:

74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and

74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

Additional term - Dishonoured Payments

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

Additional term - Gardens

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

Additional term - care of swimming pool

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

77.1 ~~keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~

77.2 ~~regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~

77.3 ~~regularly clean the pool filters and empty out the leaf baskets;~~

77.4 ~~maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~

77.5 ~~maintain the water level above the filter inlet at all times;~~

77.6 ~~promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~

77.7 ~~ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~

77.8 ~~not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~

77.9 ~~take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

Additional term - electronic signatures

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

79 Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

Additional term - Asbestos

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

Additional term - Consent to publish photographs of residential premises

81 The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.

82 The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

Additional term - Garage

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

Additional term - Storage

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

Additional term - Privacy

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

Special Conditions and Terms

Signed by Shane Koek
the 4th of October
2024

Locks

It is in breach of this agreement for a tenant to alter, remove or add any lock or security device on premises without reasonable excuse or consent from the landlord or agent. If any lock is altered the tenant must give the agent a copy of the key or opening device within 7 days of the change.

Break lease

Should the tenant require to vacate the premises prior of the expiry of the fixed term agreement, the tenant is responsible to pay a set break lease fee based on the stage of the agreement. 4 weeks rent if less than 25% of the lease has expired, 3 weeks rent if 25% or more but less than 50% of the lease has expired, 2 weeks rent if 50% or more but less than 75% of the lease has expired and 1 weeks rent if 75% or more of the lease has expired.

Water usage

Where properties are separately metered for water, the tenant agrees to pay any charges for water usage under the 'user pays' billing system and agrees to pay within 21 days of the invoice issue date.

Smoke Alarms

The tenant agrees to notify the agent if a repair or replacement of a smoke alarm is required, including replacing a battery. The tenant also agrees not to remove or interfere with the operation of a smoke alarm installed at the premises unless they have reasonable excuse to do so.

Mail Redirection

The Tenant agrees to redirect to Jeffree Real Estate without unreasonable delay, all mail received at the property not addressed to themselves.

Change of details

The tenant agrees to advise Jeffree Real Estate of any changes to their contact details, be this phone or email address when these changes occur.

Pets

The tenant agrees to keep no animals or birds on the premises without prior written consent of the landlord.

Notice of intention to vacate

The tenant agrees to provide the agent with 21 days notice in writing of any intention to vacate the premises upon the expiry of the fixed term agreement.

Alterations

The tenant agrees not to install or remove any fixture or renovate, alter or add to the residential premises without the landlord or agents written permission. And the tenant agrees they must have any damage caused by alterations or removal of fixtures repaired at their cost.

Invitees

The tenant and/or their invitees are not permitted to smoke tobacco or any other substance within the premises at any time during the tenancy. Any damage caused as a result of smoking within the property will be deducted from the rental bond and to the extent the rental bond is not sufficient to cover the cost to repair such damage the tenant will be liable to pay to the landlord on demand any such further costs incurred, or to be incurred for such repair.

Furniture

The tenant agrees to affix pads to all furniture in areas with wooden flooring and to ensure that high heel shoes, sporting footwear with cleats or studs or other inappropriate footwear is not worn in the area with wooden flooring, as a precaution in the preservation of the flooring.

Urgent Repairs

In accordance with this agreement the tenant understands that all repairs (other than urgent repairs Clause 20.6) are to be referred to Jeffree Real Estate in writing.

Communications

The availability of telephones or fax lines, internet services, analogue, digital or cable television (and adequacy of such services) are the sole responsibility of the tenant and tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such service points located in the property are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries.

Keys, Remotes and Fobs

The tenant agrees that rent will be charged until all keys/remotes are returned in working order. Remote batteries during the tenancy are the responsibility of the tenant.

Unauthorised Parking

The tenant agrees that they must not park or stand moving vans/trucks or any other vehicles on the common areas without written approval from the agent.

Sub Letting

The tenant agrees to use the residential premises for residential purposes only and is not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday through such sites as Airbnb, without the landlord or agents consent.
Tenant

NBN Box

If your property has an NBN box it must be left at the premises including all cables and AC adaptors as it will not work at another property. Tenant is liable for costs of replacement or removal from the property.

Lawns and Gardens

Tenant agrees they are responsible to cut the lawns and maintain the gardens within the residential premises, including the front and rear yard (where applicable). If the tenant is unable to maintain the lawns and gardens, they agree to engage a contractor to ensure it is regularly maintained. OWNER WILL ENGAGE A GARDENER QUARTERLY

Notes

1. Definitions

In this agreement:

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

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

(a) the letting of residential premises, or

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

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

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

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

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

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

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

6. Warning

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

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

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

SIGNED BY THE LANDLORD

Landlord's agent

Name: Kimberly Williams

Date: 4.10.2024

Signature:

LANDLORD INFORMATION STATEMENT

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

Landlord

Name:

Date:

Signature:

SIGNED BY THE TENANT

Tenant #1

Shane Koek

the 4th of October 2024

Tenant #2

Name:

Date:

Signature of tenant:

TENANT INFORMATION STATEMENT

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

Tenant #1
Shane Koek
the 4th of October 2024



Tenant #2
Name:

Date:
Signature of tenant:

For information about your rights and obligations as a landlord or tenant, contact:
(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au.

Confirmations

Tenant

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

Agreed by Shane Koek

Audit Trail

09 September 2024 02:36 PM	The NSW Residential Tenancy documents: NSW Tenant info statement (NSW_tenant_info_statement.pdf), have been sent to Shane Koek (swkoek@gmail.com), Brooke Blunden (blundenmb@gmail.com)	
09 September 2024 02:36 PM	Residential Tenancy agreement is sent to Shane Koek	43.251.54.81
09 September 2024 02:36 PM	Residential Tenancy agreement is sent to Brooke Blunden	43.251.54.81
12 September 2024 12:57 PM	Viewed by Brooke Blunden	49.180.74.107
12 September 2024 01:01 PM	Brooke Blunden Initialled the by-laws clause	49.180.74.107
12 September 2024 01:01 PM	Brooke Blunden Initialled the swimming pool clause	49.180.74.107
12 September 2024 01:01 PM	Brooke Blunden Initialled the additional terms	49.180.74.107
12 September 2024 01:02 PM	Brooke Blunden Initialled the pets clause	49.180.74.107
12 September 2024 01:02 PM	Brooke Blunden initialled the Rent Increase	49.180.74.107
12 September 2024 01:02 PM	Brooke Blunden Initialled the previous condition report	49.180.74.107
12 September 2024 01:04 PM	Brooke Blunden Initialled the bottom of each page	49.180.74.107
12 September 2024 01:05 PM	Brooke Blunden signed the special conditions and terms	49.180.74.107
12 September 2024 01:05 PM	Tenant Brooke Blunden has confirmed their identity	49.180.74.107
12 September 2024 01:06 PM	Signed by Brooke Blunden	49.180.74.107
12 September 2024 01:06 PM	Brooke Blunden has sent the agreement back to the agent	49.180.74.107
02 October 2024 09:02 AM	The NSW Residential Tenancy documents: NSW Tenant info statement (NSW_tenant_info_statement.pdf), have been sent to Shane Koek (swkoek@gmail.com), Brooke Blunden (blundenmb@gmail.com)	
02 October 2024 09:02 AM	Residential Tenancy agreement is sent to Shane Koek	43.251.54.81
02 October 2024 09:02 AM	Residential Tenancy agreement is sent to Brooke Blunden	43.251.54.81
04 October 2024 09:09 PM	Viewed by Shane Koek	193.119.73.186
04 October 2024 09:11 PM	Shane Koek Initialled the by-laws clause	193.119.73.186
04 October 2024 09:12 PM	Shane Koek Initialled the swimming pool clause	193.119.73.186
04 October 2024 09:12 PM	Shane Koek Initialled the additional terms	193.119.73.186
04 October 2024 09:12 PM	Shane Koek Initialled the pets clause	193.119.73.186
04 October 2024 09:12 PM	Shane Koek initialled the Rent Increase	193.119.73.186
04 October 2024 09:13 PM	Shane Koek Initialled the previous condition report	193.119.73.186
04 October 2024 09:13 PM	Shane Koek Initialled the bottom of each page	193.119.73.186
04 October 2024 09:14 PM	Shane Koek signed the special conditions and terms	193.119.73.186
04 October 2024 09:14 PM	Tenant Shane Koek has confirmed their identity	193.119.73.186
04 October 2024 09:14 PM	Signed by Shane Koek	193.119.73.186
04 October 2024 09:14 PM	Shane Koek has sent the agreement back to the agent	193.119.73.186