

# Contract for the sale and purchase of land 2022 edition

**TERM**  
vendor's agent

**MEANING OF TERM**  
valley estate agents

**NSW DAN:**  
phone: 0439 623 933  
email: sales@valleyestateagents.com.au

co-agent

vendor

vendor's solicitor

**date for completion** 42nd day after the date of this contract (clause 15)  
**land (address, plan details and title reference)** 14 DIANELLA CRES PAXTON NSW 2325  
LOT 127 DEPOSITED PLAN 1243665  
Folio Identifier 127/1243665

**improvements**  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:

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

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

**inclusions**  air conditioning  clothes line  fixed floor coverings  range hood  
 blinds  curtains  insect screens  solar panels  
 built-in wardrobes  dishwasher  light fittings  stove  
 ceiling fans  EV charger  pool equipment  TV antenna  
 other:

**exclusions**

**purchaser**

**purchaser's solicitor**

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

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

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

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

**buyer's agent**

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

## SIGNING PAGE

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

**Choices**

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

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

**Manual transaction** (clause 30)

NO  yes

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

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

**Land tax** is adjustable

NO  yes

**GST:** Taxable supply

NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

NO  yes

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

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

Purchaser must make an **GSTRW payment**

NO  yes (if yes, vendor must provide details)

(GST residential withholding payment)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:

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

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

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

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

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract <b>Other</b> <input type="checkbox"/> 60
<b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

**SECTION 66W CERTIFICATE**

I,  
of \_\_\_\_\_,  
certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales.
  
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 14 Dianella Cres, Paxton NSW 2325, from \_\_\_\_\_ to \_\_\_\_\_ in order that there is no cooling off period in relation to that Contract.
  
3. I do not act for \_\_\_\_\_ and am not employed in the legal practice of a solicitor acting for \_\_\_\_\_ nor am I a member or employee of a firm of which a Solicitor acting for \_\_\_\_\_ is a member or employee.
  
4. I have explained \_\_\_\_\_ to \_\_\_\_\_ :
  - (a) The effect of the Contract for the purchase of that property;
  - (b) The nature of this Certificate; and
  - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated: \_\_\_\_\_

---

## CONDITIONS OF SALE BY AUCTION

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

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for safe.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned

residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
  - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
  - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
  - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

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

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

## **Guarantee**

- 1.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this Contract.
- 1.2 The word *guarantor* means \_\_\_\_\_ and \_\_\_\_\_ (being two directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).
- 1.3 If the guarantor has not signed this clause, the vendor may terminate this Contract by serving a notice, but only within 14 days after the contract date.
- 1.4 In consideration of the vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the vendor:
  - 1.4.1 payment of all money payable by the purchaser under this Contract; and
  - 1.4.2 the performance of all of the purchaser's other obligations under this Contract.
- 1.5 The guarantor:
  - 1.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this Contract: and
  - 1.5.2 must pay on demand any money due to the vendor under this indemnity.
- 1.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:
  - 1.6.1 the performance by the purchaser of its obligations under this Contract: and
  - 1.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the vendor.
- 1.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.
- 1.8 If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.

1.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- 1.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;
- 1.9.2 the release or discharge of any person;
- 1.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- 1.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
- 1.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 1.9.6 the winding up of the purchaser.

1.10 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

1.11 The clause operates as a Deed between the vendor and the guarantor.

**EXECUTED** as a Deed.

**SIGNED SEALED & DELIVERED** by )  
 ) .....  
 Signature

In the presence of:

.....  
Signature of Witness

.....  
Name of Witness

**SIGNED SEALED & DELIVERED** by )

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

## WARNINGS

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

<b>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</b>	<b>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</b>
---	--

If you think that any of these matters affects the property, tell your solicitor.
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**
7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**
8. **The purchaser should arrange insurance as appropriate.**
9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**
10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**
11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**
12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

1.1	In this contract, these terms (in any form) mean –
	<i>adjustment date</i> the earlier of the giving of possession to the purchaser or completion;
	<i>adjustment figures</i> details of the adjustments to be made to the price under clause 14;
	<i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
	<i>bank</i> the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
	<i>business day</i> any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
	<i>cheque</i> a cheque that is not postdated or stale;
	<i>clearance certificate</i> a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
	<i>completion time</i> the time of day at which completion is to occur;
	<i>conveyancing rules</i> the rules made under s12E of the Real Property Act 1900;
	<i>deposit-bond</i> a deposit bond or guarantee with each of the following approved by the vendor –
	<ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
	<i>depositholder</i> vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
	<i>discharging mortgagee</i> any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
	<i>document of title</i> document relevant to the title or the passing of title;
	<i>ECNL</i> the Electronic Conveyancing National Law (NSW);
	<i>electronic document</i> a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
	<i>electronic transaction</i> a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
	<i>electronic transfer</i> a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
	<i>FRCGW percentage</i> the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
	<i>FRCGW remittance</i> a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
	<i>GST Act</i> A New Tax System (Goods and Services Tax) Act 1999;
	<i>GST rate</i> the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
	<i>GSTRW payment</i> a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
	<i>GSTRW rate</i> the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
	<i>incoming mortgagee</i> any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
	<i>legislation</i> an Act or a by-law, ordinance, regulation or rule made under an Act;
	<i>manual transaction</i> a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
	<i>normally</i> subject to any other provision of this contract;
	<i>participation rules</i> the participation rules as determined by the <i>ECNL</i> ;
	<i>party</i> each of the vendor and the purchaser;
	<i>property</i> the land, the improvements, all fixtures and the inclusions, but not the exclusions;
	<i>planning agreement</i> a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
	<i>populate</i> to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

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

## 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

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

**13 Goods and services tax (GST)**

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 Date for completion

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

## 16 Completion

### • Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

## 17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property*; or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.  
 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.  
 28.3 If the plan is not registered *within* that time and in that manner –  
 28.3.1 the purchaser can *rescind*; and  
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.  
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.  
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.  
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.  
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.  
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.  
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.  
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.  
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.  
 29.7 If the *parties* can lawfully complete without the event happening –  
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;  
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and  
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –  
 ● either *party* *serving* notice of the event happening;  
 ● every *party* who has the benefit of the provision *serving* notice waiving the provision; or  
 ● the end of the time for the event to happen.

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

### 30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

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

**32 Residential off the plan contract**

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.

14 DIANELLA CRES PAXTON NSW 2325

# SPECIAL CONDITIONS

## 33. Definitions and interpretation

### 33.1 Definitions

In this document unless the context otherwise requires:

**Claim** includes a *requisition*, notice, demand, action, proceeding, litigation, investigation, judgment, loss, cost, expense, damage or liability however arising whether present or future.

**Encumbrance** includes mortgage, charge, lien, restriction against transfer, pledge, Claim, encumbrance and other third *party* interest;

**Law** includes any law (including common and criminal laws) directive, Act of Parliament, statute, enactment, legislation, order, ordinance, regulation, rule, by-law, proclamation, notice, Authority approval, statutory instrument, proclamation or delegated or subordinate legislation of the Commonwealth or of any State or Territory of Australia or any Municipal Government or of any Authority;

**Liability** or **Liabilities** means all threatened or actual actions, proceedings, demands, notices, costs and expenses (investigation costs, clean-up costs, rehabilitation costs, remediation costs and all legal and consultants expenses incurred), loss or damage (including for economic and consequential loss);

**Notice to complete** means a notice *served* requiring the other *party* to complete this contract *within* 14 days of the date of service of the notice and making the last day for completion set out in the notice an essential date for completion;

### 33.2 Interpretation

In this document unless the context otherwise requires:

- (a) words defined in the GST Law (including 'supply' and 'taxable supply') have the same meaning in this document unless the context makes it clear that a different meaning is intended;
- (b) clause and subclause headings are for reference purposes only;
- (c) the singular includes the plural and vice versa;
- (d) words denoting any gender include all genders;
- (e) reference to a person includes any other entity recognised by law and vice versa;

- (f) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (g) any reference to a *party* to this document includes its successors and permitted assigns;
- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
- (i) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (m) reference to an item is a reference to an item in the schedule to this document;
- (n) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- (o) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- (p) when a thing is required to be done or money required to be paid under this document on a day which is not a *business day*, the thing must be done and the money paid on the immediately preceding *business day*; and reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

### **34. Special Conditions prevail**

If there is any inconsistency between any clause in the printed form of this contract and these special conditions, the special conditions prevail to the extent of the inconsistency.

## 35. Severability

The unenforceability of any provision of this Contract does not affect the enforceability of any other provision.

## 36. Amendments to printed form

### 36.1 Amendments

The printed form of this contract is amended as follows.

- (a) **Clause 6.1** – insert “but only if such claim is made in writing before completion” after the closing bracket.
- (b) **Clause 6.2** – Delete.
- (c) **Clause 7.1.1** - delete "5% of the price" and substitute "\$1.00".
- (d) **Clause 7.2.1** – delete “10%” and substitute “2.5%.
- (e) **Clause 7.2.6** – insert “and the amount held pursuant to clause 7.2.1 and all interest earned on such amount be paid to the vendor” after “lapse”.
- (f) **Clause 8.1** – delete ", on reasonable grounds,".
- (g) **Clause 10.1.8** – delete “substance” and substitute “existence”.
- (h) **Clause 10.1.9** - delete “substance” and substitute “existence”.
- (i) **Clause 11** - delete and insert:  
  
“The purchaser must not object, make any claim or rescind or terminate this contract in respect of a work order made on, before or after the contract date and if the contract is completed the purchaser must comply with any work order.”
- (j) **Clause 14.4.2** – delete "the person who owned the land owned no other land (single holding basis)";
- (k) **Clause 16.6** – insert “, not less than 7 days before the Completion Date, ” after “if”.
- (l) **Clause 16.5** - delete "plus another 20% of that fee".
- (m) **Clause 20.6** add the following.

"20.6.8 for the purpose of clause 20.6.5, taken to have been received:

20.6.8.1 if sent using the solicitor's facsimile number stated in this contract or any other facsimile number which that solicitor may have notified to the sender or may have published it as their facsimile number;

20.6.8.2 where there is no solicitor named in this contract in respect of a party, if sent using the facsimile number stated in the contract (if any) in respect of that party or any other facsimile number which that party may have notified to the sender;

20.6.8.3 when the sender's machine records that the transmission has been completed except where:

- the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the document is taken not to have been given or received; or
- the time of despatch is later than 5.00 pm on a *business day* in the place to which the document is sent in which case it is taken to have been received at 9.00 am on the next *business day* at that place".

20.6.8.4 if sent using an email address of the solicitor that solicitor may have notified to the sender or may have published it as an email address of the solicitor;

20.6.8.5 where there is no solicitor named in this contract in respect of a party, if sent to the email address which that party may have notified to the sender;

(n) **Clause 23.13** - delete.

(o) **Clause 23.14** – delete.

## **37. Exclusion of pre-contractual representations**

### **37.1 Entire agreement**

- (a) This contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the property.
- (b) The parties have not entered into and are not bound by any collateral or other agreement apart from this contract.

### **37.2 No warranties**

- (a) The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed by *legislation* unless:
  - (i) that warranty, representation, agreement or term is contained in the express terms of this contract; or
  - (ii) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.
- (b) The purchaser acknowledges that when entering into this contract, they relied exclusively on the following matters independently of any statements, inducements or representations made by or on behalf of the vendor (including by any estate agent acting on behalf of the vendor):
  - (i) the inspection of and investigations relating to the property made by or on behalf of the purchaser;
  - (ii) the warranties and representations expressly contained in this contract;
  - (iii) the skill and judgment of the purchaser, its consultants and representatives;
  - (iv) opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees.
- (c) The purchaser has inspected the property and acknowledges that no representations, inducements or warranties have been made by the vendor or its agents or representatives relating to the present state or condition of the property, its suitability for the purchaser's purposes, the improvements erected on the property, the inclusions or any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property. The purchaser purchases the property and any inclusions in their existing condition and state of repair.
- (d) The purchaser may not make any *requisition* or claim for compensation against the vendor nor *terminate*, *rescind* nor delay completion of this contract in respect of any matter in relation to this clause.

### **38. Damages for Late Completion**

- (1) Notwithstanding anything herein contained, if the Purchaser fails to complete this contract on or before the completion date, otherwise than through any default of the Vendor, then the Purchaser agrees to pay to the Vendor, at completion, in addition to the purchase price:

- (a) interest on the balance of purchase price at the rate of twelve per centum (12%) per annum calculated from the stipulated completion date until actual completion; and
  - (b) the sum of two hundred and twenty dollars (\$220.00) to cover legal costs and other expenses incurred by the Vendor as a consequence of the delay, as a genuine pre-estimate of those additional expenses, to be allowed as an additional adjustment on completion.
- (2) For the purposes of this condition, the Purchaser shall be responsible to ensure delivery of the Memorandum of Transfer to the Vendor's Solicitors in accordance with clause 4 in this contract. Breach of Clause 4 of this contract by the Purchaser shall render the purchaser liable for payment of interest under this clause until actual completion date notwithstanding the Vendor's refusal to settle this matter until 14 days after delivery of the Memorandum of Transfer to the Vendor's Solicitors.
- (3) This special condition is an essential term of the contract.

### **39. Notices to complete**

- (a) If a *party* does not complete this contract on the completion date that *party* defaults under this contract and the other *party* may, if it is ready, willing and able to complete, *serve* a Notice to Complete.
- (b) A Notice to Complete is sufficient as to time if a period of 14 days from the date of the Notice to Complete is allowed for completion.
- (c) A party that issues a Notice to Complete may withdraw the notice any time before the time for completion set out in the notice. A party may issue more than one notice in accordance with subclause (a).
- (d) If the vendor issues a Notice to Complete, the purchaser must pay on demand an amount of \$300 (plus GST) for the legal costs incurred by the vendor in issuing the Notice to Complete. The purchaser must pay these costs to the vendor's *solicitor* by a separate *settlement cheque* at completion of this contract.

### **40. Warranty about agent**

- (a) The Purchaser warrants that it was not introduced to the Vendor or the Property by any agent other than the Vendor's agent named on the front page of this Contract.
- (b) The Purchaser indemnifies the Vendor and keeps the Vendor indemnified against any costs and express (including claims for commission) incurred

by the vendor in respect of any breach of warranty referred to in this Special Condition 37(a).

## **41. Insolvency, death or bankruptcy**

### **41.1 Corporations**

If the purchaser (or any of them) is a company and prior to completion enters into a scheme, makes any arrangement for the benefit of its creditors, an order is made to wind it up, has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager or official manager of it appointed, a mortgagee enters into possession of all or a substantial part of its assets, or it is deemed by any relevant legislation to be unable to pay its debts, the purchaser defaults in the observance of an essential term of this contract and the vendor may rescind this contract and the provisions of clause 19 shall apply.

### **41.2 Natural person**

- (a) If either *party* (or any of them) is a natural person and prior to completion dies, the other *party* may *rescind* this contract in accordance with clause 19.
- (b) If the purchaser is a natural person and prior to completion becomes bankrupt, the vendor may rescind this contract and the provisions of clause 19 shall apply.

## **42. Investment of deposit**

### **42.1 Release**

The parties agree that the Purchaser will release to the Vendor the 10% deposit for the purpose of the Vendor using the deposit money as deposit on purchase of another property. The deposit so used by the Vendor shall be held in a trust account of a real estate agent and not be further released.

### **42.2 Deposit holder**

Despite printed condition 1, for the purposes of this document "depositholder" means the vendor's agent.

### **42.3 Tax file number**

The parties acknowledge that if the deposit holder is not informed of both parties' tax file numbers before or at the time the deposit holder receives the

deposit, tax may be deducted from any interest earned on the deposit at the top marginal rate.

#### **42.4 No liability**

The vendor is not liable to pay any money to the purchase if the deposit holder does not invest the deposit.

#### **43. Purchasers Credit**

- (a) The Purchaser discloses and warrants to the Vendor that if they require credit to finance the purchase of the property, they have obtained approval for credit sufficient to finance the purchase of the property on terms that are reasonable and acceptable to the Purchaser.
- (b) The Purchaser acknowledges that the vendor entered into this contract in reliance on this disclosure and warranty by the Vendor.



FOLIO: 127/1243665

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/11/2025	1:49 PM	5	13/6/2025

LAND

-----

LOT 127 IN DEPOSITED PLAN 1243665  
AT PAXTON  
LOCAL GOVERNMENT AREA CESSNOCK  
PARISH OF ELLALONG COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM DP1243665

FIRST SCHEDULE

-----

(T AN527417)

SECOND SCHEDULE (6 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 5655209 COVENANT
- 3 DP1243665 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (X) IN THE TITLE DIAGRAM
- 4 DP1243665 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1243665 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 6 AV147643 MORTGAGE TO FIRST MORTGAGE COMPANY HOME LOANS PTY LIMITED

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

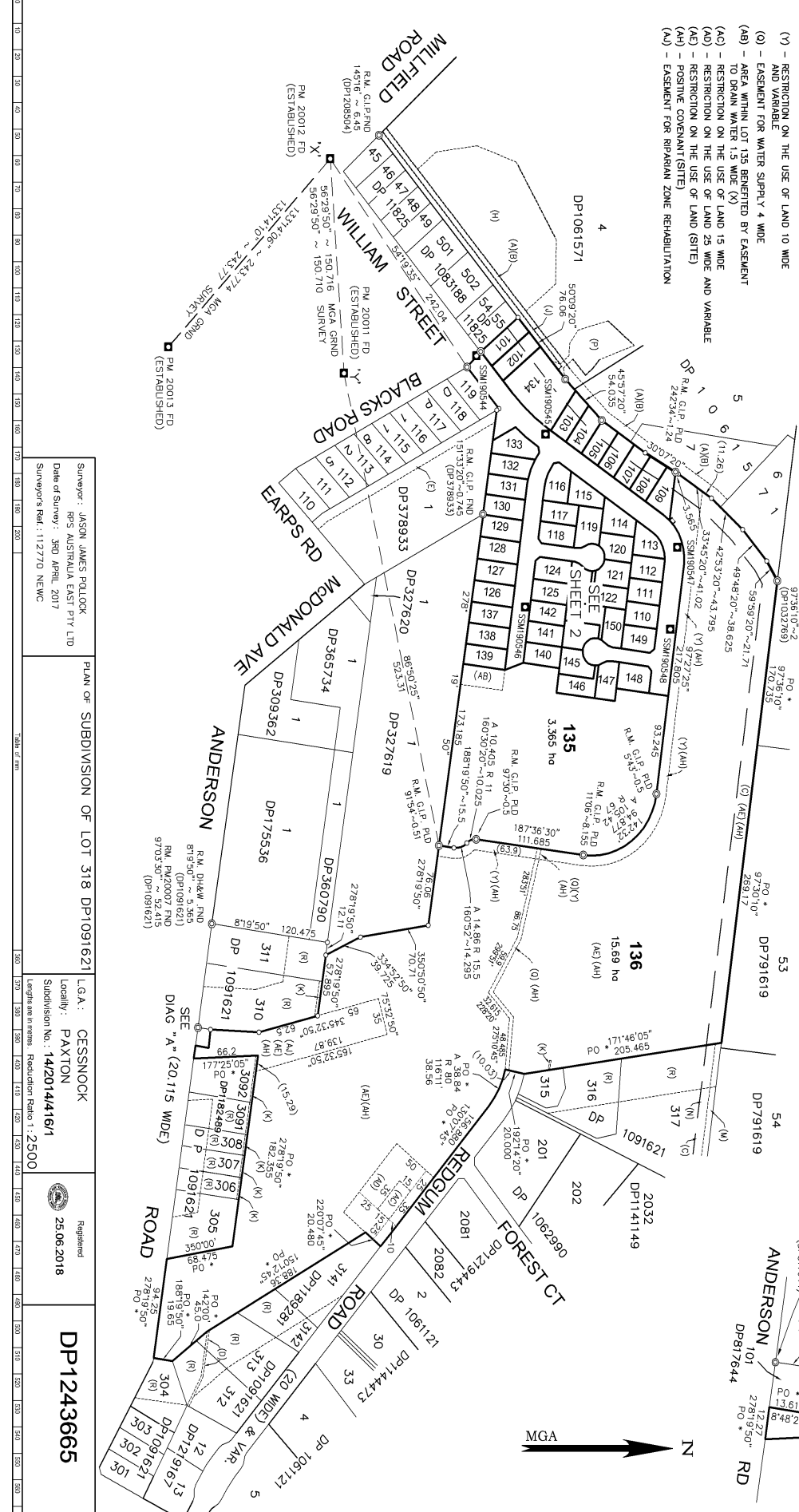
PLAN FORM 2

(A2)

MARK	M.G.A. CO-ORDINATES	ZONE	CLASS	ORDER	METHOD	ORIGIN
PM 20012	338 926.657	6	358	44.3	402	B
PM 20011	339 052.319	6	358	526	585	56
PM 20013	339 104.240	6	358	276	436	A
SSM190544	339 112.675	6	358	594	112	56
SSM190545	339 186.63	6	358	665	515	C
SSM190546	339 349.735	6	358	644	31	56
SSM190547	339 293.31	6	358	801	225	C
SSM190548	339 370.77	6	358	794	095	56

M.G.A. CO-ORDINATES ADOPTED FROM SCIMS AS AT 3 APRIL 2017  
 M.G.A. COMBINED SCALE FACTOR = 0.9989897

- WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION
- (Y) - RESTRICTION ON THE USE OF LAND 10 WIDE AND VARIABLE
  - (Q) - EASEMENT FOR WATER SUPPLY 4 WIDE
  - (AB) - AREA WITHIN LOT 135 BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (X)
  - (AC) - RESTRICTION ON THE USE OF LAND 15 WIDE
  - (AD) - RESTRICTION ON THE USE OF LAND 25 WIDE AND VARIABLE
  - (AE) - RESTRICTION ON THE USE OF LAND (SITE)
  - (AH) - POSITIVE COVENANT (SITE)
  - (AJ) - EASEMENT FOR RIPARIAN ZONE REHABILITATION
  - (A) - RIGHT OF ACCESS 10 WIDE (DP1061571)
  - (B) - EASEMENT FOR SERVICES 10 WIDE & VARIABLE (DP1061571)
  - (C) - EASEMENT FOR POWERLINE 19 WIDE (DP1022061)
  - (D) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1061121)
  - (E) - PROPOSED EASEMENT FOR DRAINAGE 15 WIDE (P889560 (DP378933))
  - (F) - BUILDING ENVELOPE (DP1061571)
  - (J) - EASEMENT TO DRAIN WATER 9 WIDE (DP1061571)
  - (K) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1091621)
  - (M) - RIGHT OF ACCESS & POSITIVE COVENANT (FUEL FREE ZONE) 6 WIDE (DP1091621)
  - (N) - POSITIVE COVENANT (FUEL REDUCED ZONE) 9 WIDE (DP1091621)
  - (P) - EASEMENT TO DRAIN WATER (DP1208504)
  - (R) - EASEMENT FOR ASSET PROTECTION ZONE 40 WIDE & VARIABLE (DP1091621)



Surveyor: JASON JAMES POLLOCK  
 RPS AUSTRALIA EAST PTY LTD  
 Date of Survey: 3RD APRIL 2017  
 Surveyor's Ref.: 112770 NEMC

PLAN OF SUBDIVISION OF LOT 318 DP1091621

G.A.: CESSNOCK  
 Locality: PAXTON  
 Subdivision No.: 4/2014/416/1  
 Reduction Ratio: 1:2500

Registered  
 25.06.2018  
 DP1243665

PLAN FORM 2

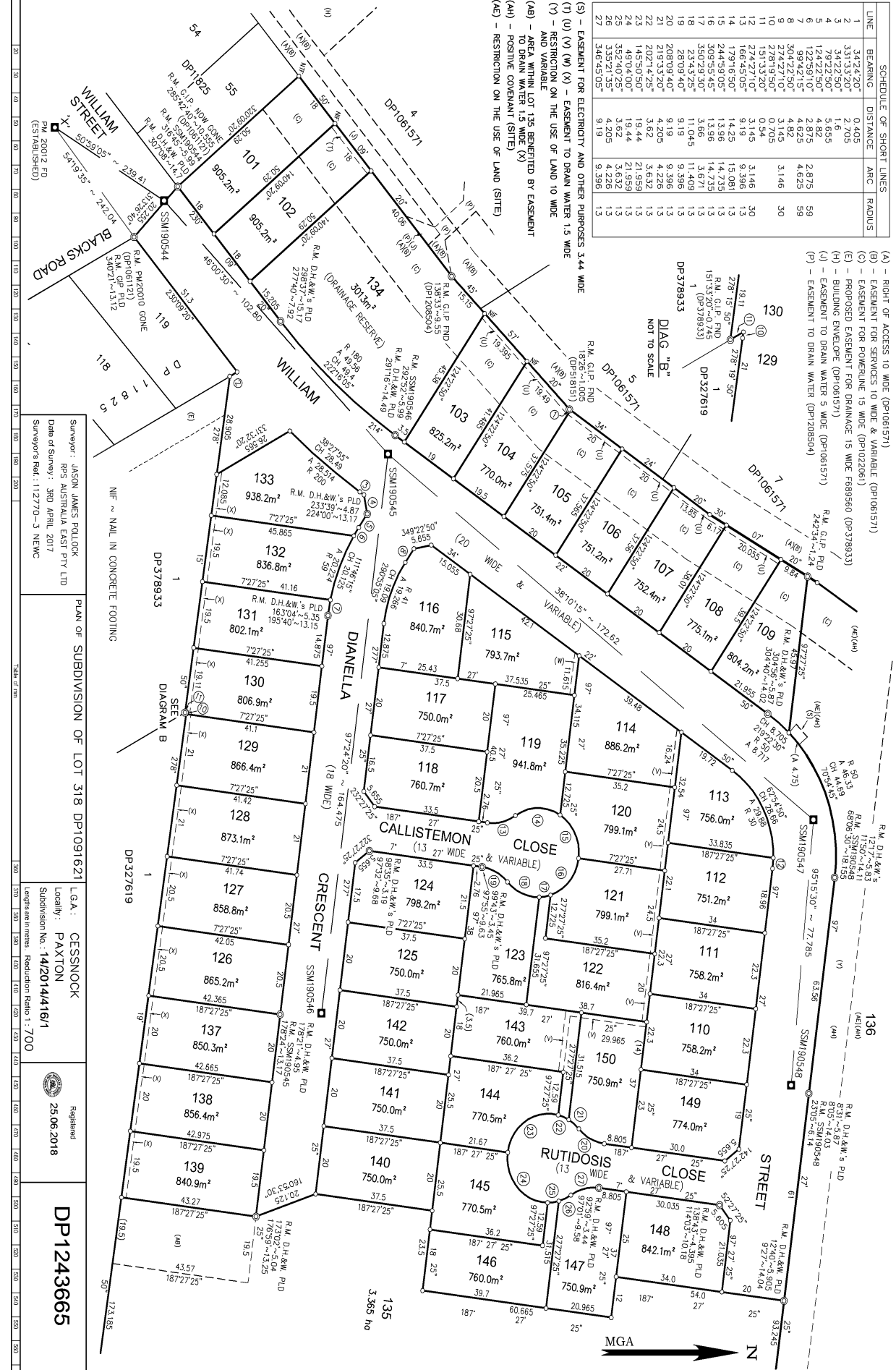
(A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

Sheet 2 of 2 sheets

LINE	BEARING	DISTANCE	ARC	RADIUS
1	34°24'20"	0.405		
2	331°33'20"	2.705		
3	292°25'50"	5.655		
4	124°22'50"	4.82		
5	124°22'50"	4.82		
6	122°59'10"	2.875		
7	99°42'15"	4.625		
8	304°22'50"	4.42		
9	304°22'50"	4.42		
10	151°33'20"	0.54		
11	151°33'20"	0.54		
12	274°27'10"	3.145		
13	166°45'05"	9.19		
14	179°16'50"	14.25		
15	244°59'05"	13.86		
16	309°55'45"	14.735		
17	309°55'45"	14.735		
18	331°43'25"	11.045		
19	28°09'40"	9.19		
20	208°09'40"	9.19		
21	219°33'20"	4.205		
22	202°14'25"	3.62		
23	145°50'50"	19.44		
24	49°04'00"	19.44		
25	352°40'25"	3.62		
26	352°40'25"	3.62		
27	346°45'05"	9.19		

- (S) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.44 WIDE
- (T) (U) (V) (W) (X) - EASEMENT TO DRAIN WATER 1.5 WIDE
- (Y) - RESTRICTION ON THE USE OF LAND 10 WIDE AND VARIABLE
- (Z) - AREA WITHIN LOT 135 BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE (X)
- (AA) - POSITIVE COVENANT (SITE)
- (AB) - RESTRICTION ON THE USE OF LAND (SITE)



Surveyor: JASON JAMES POLLOCK  
 RPS AUSTRALIA EAST PTY LTD  
 Date of Survey: 3RD APRIL 2017  
 Surveyor's Ref: 112720-3-NEWC



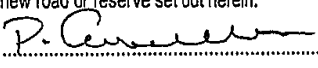
PLAN OF SUBDIVISION OF LOT 318 DP1091621  
 PLAN OF SUBDIVISION OF LOT 318 DP1091621  
 PLAN OF SUBDIVISION OF LOT 318 DP1091621

L.C.A.: CESSNOCK  
 Locality: PAXTON  
 Subdivision No.: 14/20/14/16/1  
 (Landscape in meters) Reduction Ratio 1:700

Registered  
 25.06.2018


DP1243665

PLAN FORM 6 (2012) WARNING: Creasing or folding will lead to rejection

<b>DEPOSITED PLAN ADMINISTRATION SHEET</b> Sheet 1 of 6 sheet (s)	
<p>Registered :  25.06.2018</p> <p>Title System : TORRENS</p> <p>Purpose : SUBDIVISION</p>	<p style="text-align: center;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;"><b>DP1243665</b></p> <p style="text-align: center;">Office Use Only</p>
<p><b>PLAN OF SUBDIVISION OF LOT 318</b> DP1091621</p>	<p>LGA: CESSNOCK</p> <p>Locality: PAXTON</p> <p>Parish: ELLALONG</p> <p>County: NORTHUMBERLAND</p>
<p><del>Crown Lands NSW / Western Lands Office Approval</del></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature : .....</p> <p>Date : .....</p> <p>File Number : .....</p> <p>Office : .....</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>JASON JAMES POLLOCK</u>.....                  of <u>RPS AUSTRALIA EAST PTY LTD</u>.....  <u>241 DENISON STREET, BROADMEADOW</u></p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that :</p> <p>* (a) <del>The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on .....</del></p> <p>* (b) The part of the land shown in the plan ( * being /- excluding -^ .....  <u>LOTS 101 - 135, 137 - 150</u>.....)                  was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, <u>3RD APRIL 2017</u>..... the part not surveyed was compiled in accordance with that regulation.</p> <p>* (c) <del>The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</del></p> <p>Signature :  Dated : <u>06/03/2018</u></p> <p>Surveyor ID : <u>8888</u></p> <p>Datum Line : <u>'X' ~ 'Y'</u></p> <p>Type : * Urban / * <del>Rural</del></p> <p>The terrain is * Level-Undulating / * <del>Steep Mountainous</del>.</p> <p>* Strike through if inapplicable.                  ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, <u>PETER GIANOPOULOS</u>.....                  * Authorised Person / * <del>General Manager</del> / * Accredited Certifier,                  certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature : </p> <p>Accreditation number : .....</p> <p>Consent Authority : <u>CESSNOCK CITY COUNCIL</u></p> <p>Date of Endorsement : <u>22/05/2018</u></p> <p>Subdivision Certificate Number : <u>14/2014/416/1</u></p> <p>File Number : <u>8/2014/416/1</u></p> <p>* Strike through if inapplicable.</p>	<p>Plans used in preparation of Survey / <del>Compilation</del>.</p> <p>DP 11825                  DP 817644                  DP 1061571                  DP 1091621                  DP 1208504</p>
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE WILLIAM STREET, DIANELLA CRESCENT, RUTIDOSIS CLOSE &amp; CALLISTEMON CLOSE, AS PUBLIC ROAD.</p> <p>IT IS INTENDED TO CREATE LOT 134 AS A DRAINAGE RESERVE</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference : 112770 NEWC</p>

PLAN FORM 6A (2012)


WARNING : Creasing or folding will lead to rejection

<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 2 of 6 sheet (s)
<p>Registered :  25.06.2018</p> <p><b>PLAN OF SUBDIVISION OF LOT 318</b> DP1091621</p> <p>Subdivision Certificate Number : ...14/2014/416/1                      Date of Endorsement : .....22/05/2018.....</p>	<p style="text-align: center;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;"><b>DP1243665</b></p> <p style="text-align: center;">Office Use Only</p> <p>This sheet is for the provision of the following information as required :</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - see 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets .</li> </ul>	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> <li>1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.44 WIDE (S)</li> <li>2. EASEMENT TO DRAIN WATER 1.5 WIDE (T)</li> <li>3. EASEMENT TO DRAIN WATER 1.5 WIDE (U)</li> <li>4. EASEMENT TO DRAIN WATER 1.5 WIDE (V)</li> <li>5. EASEMENT TO DRAIN WATER 1.5 WIDE (W)</li> <li>6. EASEMENT TO DRAIN WATER 1.5 WIDE (X)</li> <li>7. RESTRICTION ON THE USE OF LAND 10 WIDE AND VARIABLE (Y)</li> <li>8. EASEMENT FOR WATER SUPPLY 4 WIDE (Q)</li> <li>9. RESTRICTION ON THE USE OF LAND 15 WIDE (AC)</li> <li>10. RESTRICTION ON THE USE OF LAND 25 WIDE AND VARIABLE (AD)</li> <li>11. RESTRICTION ON THE USE OF LAND (AE)</li> <li>12. RESTRICTION ON THE USE OF LAND</li> <li>13. POSITIVE COVENANT (AH)</li> <li>14. EASEMENT FOR RIPARIAN ZONE REHABILITATION (AJ)</li> </ol>		
<p>Surveyor's Reference : 112770 NEWC</p>		

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 6 sheet (s)

Registered :  25.06.2018 Office Use Only	Office Use Only <h1 style="text-align: center;">DP1243665</h1>
PLAN OF SUBDIVISION OF LOT 318 DP1091621	This sheet is for the provision of the following information as required : <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - see 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets .</li> </ul>
Subdivision Certificate Number : <u>14/2014/461</u> Date of Endorsement : <u>22/05/2018</u>	


LOT	STREET			LOCALITY
	NUMBER	NAME	TYPE	
101	23	WILLIAM	STREET	PAXTON
102	25	WILLIAM	STREET	PAXTON
103	33	WILLIAM	STREET	PAXTON
104	35	WILLIAM	STREET	PAXTON
105	37	WILLIAM	STREET	PAXTON
106	39	WILLIAM	STREET	PAXTON
107	41	WILLIAM	STREET	PAXTON
108	43	WILLIAM	STREET	PAXTON
109	45	WILLIAM	STREET	PAXTON
110	58	WILLIAM	STREET	PAXTON
111	56	WILLIAM	STREET	PAXTON
112	54	WILLIAM	STREET	PAXTON
113	48	WILLIAM	STREET	PAXTON
114	44	WILLIAM	STREET	PAXTON
115	40	WILLIAM	STREET	PAXTON
116	38	WILLIAM	STREET	PAXTON
117	5	DIANELLA	CRESCENT	PAXTON
118	7	DIANELLA	CRESCENT	PAXTON
119	5	CALLISTEMON	CLOSE	PAXTON
120	7	CALLISTEMON	CLOSE	PAXTON
121	10	CALLISTEMON	CLOSE	PAXTON
122	8	CALLISTEMON	CLOSE	PAXTON
123	6	CALLISTEMON	CLOSE	PAXTON
124	9	DIANELLA	CRESCENT	PAXTON
125	11	DIANELLA	CRESCENT	PAXTON
126	16	DIANELLA	CRESCENT	PAXTON
127	14	DIANELLA	CRESCENT	PAXTON
128	12	DIANELLA	CRESCENT	PAXTON
129	10	DIANELLA	CRESCENT	PAXTON
130	8	DIANELLA	CRESCENT	PAXTON
131	6	DIANELLA	CRESCENT	PAXTON
132	4	DIANELLA	CRESCENT	PAXTON
133	2	DIANELLA	CRESCENT	PAXTON
134	29	WILLIAM	STREET	PAXTON
135		WILLIAM	STREET	PAXTON
136		WILLIAM	STREET	PAXTON
137	18	DIANELLA	CRESCENT	PAXTON
138	20	DIANELLA	CRESCENT	PAXTON
139	22	DIANELLA	CRESCENT	PAXTON
140	17	DIANELLA	CRESCENT	PAXTON
141	15	DIANELLA	CRESCENT	PAXTON
142	13	DIANELLA	CRESCENT	PAXTON
143	6	RUTIDOSIS	CLOSE	PAXTON
144	8	RUTIDOSIS	CLOSE	PAXTON
145	7	RUTIDOSIS	CLOSE	PAXTON
146	5	RUTIDOSIS	CLOSE	PAXTON
147	3	RUTIDOSIS	CLOSE	PAXTON
148	62	WILLIAM	STREET	PAXTON
149	60	WILLIAM	STREET	PAXTON
150	4	RUTIDOSIS	CLOSE	PAXTON

Surveyor's Reference : 112770 NEWC

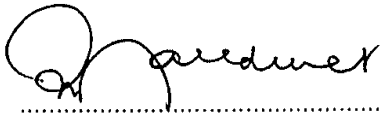
PLAN FORM 6A (2012)

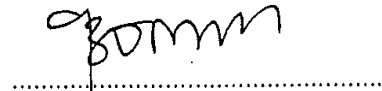
WARNING: Creasing or folding will lead to rejection

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 6 sheet (s)

Registered :  25.06.2018	Office Use Only <b>DP1243665</b>
<b>PLAN OF SUBDIVISION OF LOT 318</b> DP1091621	Office Use Only
Subdivision Certificate Number : .....14/2014/4611 Date of Endorsement : .....22/05/2018.....	This sheet is for the provision of the following information as required : <ul style="list-style-type: none"><li>• A schedule of lots and addresses - see 60(c) <i>SSI Regulation 2012</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets .</li></ul>

**EXECUTED** by COOPS (NSW) PTY LIMITED (A.C.N. 073 530 588) in accordance with section 127 of the Corporations Act: )  
)

  
.....  
Signature of director

  
.....  
Signature of director/secretary


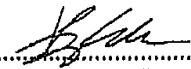
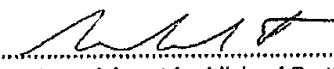
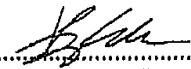
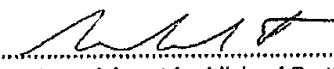
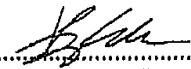
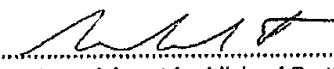
**BRUCE W BAUDINET**  
.....  
Name (please print)

**GEOFFREY MARK BONUS**  
.....  
Name (please print)

Surveyor's Reference : 112770 NEWC


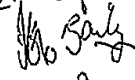
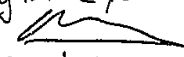
PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 5 of 6 sheet (s)				
<p>Registered :  25.06.2018</p>	<p><b>DP1243665</b></p>					
<p>Office Use Only</p>	<p>Office Use Only</p>					
<p><b>PLAN OF SUBDIVISION OF LOT 318 DP1091621</b></p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - see 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets .</li> </ul>					
<p>Subdivision Certificate Number : ..... <u>14/2014/41611</u> .....                  Date of Endorsement : ..... <u>22/05/2018</u> .....</p>						
<p>Alpha Distribution Ministerial Holding Corporation</p> <p>Signed, sealed and delivered for and )                  on behalf of Alpha Distribution )                  Ministerial Holding Corporation )                  67 505 337 385 in the presence of: )</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; vertical-align: bottom;">                   .....                  Signature of Witness             </td> <td style="width: 50%; text-align: center; vertical-align: bottom;">                   .....                  Signature of Agent for Michael Pratt,                  NSW Treasury Secretary (NSW                  Treasurer's delegate under delegation                  dated 24 November 2015), on behalf of                  Alpha Distribution Ministerial Holding                  Corporation             </td> </tr> <tr> <td style="text-align: center; vertical-align: top;"> <p><u>KEVIN PEK</u></p>                 .....                  Print name of Witness             </td> <td style="text-align: center; vertical-align: top;"> <p><u>RICHARD DEAT</u></p>                 .....                  Name of Agent in full             </td> </tr> </table> <p>52 Martin Place                  Sydney NSW 2000</p>			 ..... Signature of Witness	 ..... Signature of Agent for Michael Pratt, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation	<p><u>KEVIN PEK</u></p> ..... Print name of Witness	<p><u>RICHARD DEAT</u></p> ..... Name of Agent in full
 ..... Signature of Witness	 ..... Signature of Agent for Michael Pratt, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation					
<p><u>KEVIN PEK</u></p> ..... Print name of Witness	<p><u>RICHARD DEAT</u></p> ..... Name of Agent in full					
<p>Surveyor's Reference : 112770 NEWC</p>						

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

<b>DEPOSITED PLAN ADMINISTRATION SHEET</b>		Sheet 6 of 6 sheet (s)
<p>Registered :  25.06.2018</p> <p><b>PLAN OF SUBDIVISION OF LOT 318</b> DP1091621</p> <p>Subdivision Certificate Number : <del>14/2014/4611</del> Date of Endorsement : <del>22/05/2018</del></p>	<p style="text-align: center;">Office Use Only</p> <p style="text-align: center; font-size: 24pt;"><b>DP1243665</b></p> <p style="text-align: center;">Office Use Only</p> <p>This sheet is for the provision of the following information as required :</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - see 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals - see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets .</li> </ul>	
<p>NATIONAL AUSTRALIA BANK LIMITED</p> <p>Mortgagee Under Mortgage No. AK 519365                  Signed at Adelaide, South Australia this 23rd Day of May 2018                  for National Australia Bank Limited ABN 12 004 044 937 by                  Hugh Mincham Bailey its duly appointed Attorney under                  Power of Attorney No 39 Book 4512</p> <p>                  Attorney Signature, Level 3 Attorney</p> <p>Witness Signature </p> <p><b>BARRY WILHELM</b>                  AGRIBUSINESS MANAGER</p> <p style="text-align: right;">29, 21 KING WILLIAM ST                  ADELAIDE SA 5000                  Witness Address</p>		
<p>Surveyor's Reference : 112770 NEWC</p>		

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

LENGTHS ARE IN METRES

(Sheet 1 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/41611**

Full name and address of Proprietors of Land

**COOPS (NSW) PTY LIMITED**  
 (A.C.N. 073 530 588)  
 of Suite 5, Level 5  
 66 Hunter Street, SYDNEY  
 NSW 2000

Full Name and Address of Mortgagee of Land:

**National Australia Bank Limited**  
 of 255 George Street,  
 Sydney 2000

**PART 1 (CREATION)**

Number of item shown in the intention panel on the plan:	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), persons, bodies or Prescribed Authorities:
1	Easement for Electricity and Other Purposes 3.44 wide (S)	Lot 136	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
2	Easement to Drain Water 1.5 Wide (T)	Lot 102	Lot 101
3	Easement to Drain Water 1.5 Wide (U)	Lot 108 Lot 107 Lot 106 Lot 105 Lot 104 Lot 103	Lot 109 Lots 108 to 109 inclusive Lots 107 to 109 inclusive Lots 106 to 109 inclusive Lots 105 to 109 inclusive Lots 104 to 109 inclusive
4	Easement to Drain Water 1.5 Wide (V)	Lot 143 Lot 150 Lot 122 Lot 121 Lot 120	Lot 144 Lots 143 & 144 Lots 144, 143 & 150 Lots 144, 143, 150 & 122 Lots 144, 143, 150, 122 & 121

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

LENGTHS ARE IN METRES

(Sheet 2 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/41611**

		Lot 114	Lots 144, 143, 150, 122, 121 & 120
5	Easement to Drain Water 1.5 Wide (W)	Lot 115	Lot 119
6	Easement to Drain Water 1.5 Wide (X)	Lot 139	that area designated "AB" within Lot 135
		Lot 138	Lot 139 and that area designated "AB" within Lot 135
		Lot 137	Lots 139 & 138 and that area designated "AB" within Lot 135
		Lot 126	Lots 137 to 139 inclusive and that area designated "AB" within Lot 135
		Lot 127	Lot 126 and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135
		Lot 128	Lots 126 to 127 inclusive and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135
		Lot 129	Lots 126 to 128 inclusive and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135
		Lot 130	Lots 126 to 129 inclusive and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135
		Lot 131	Lots 126 to 130 inclusive and Lots 137 to 139

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

LENGTHS ARE IN METRES

(Sheet 3 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/41611**

			inclusive and that area designated "AB" within Lot 135
		Lot 132	Lots 126 to 131 inclusive and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135
		Lot 133	Lots 126 to 132 inclusive and Lots 137 to 139 inclusive and that area designated "AB" within Lot 135
7	Restriction on the Use of Land 10 Wide and Variable (Y)	<b>PART</b> Lot 136	Cessnock City Council
8	Easement for Water Supply 4 Wide (Q)	Lot 136	Lot 135
9	Restriction on the Use of Land 15 Wide (AC)	<b>PART</b> Lot 136	Cessnock City Council
10	Restriction on the Use of Land 25 Wide and Variable (AD)	<b>PART</b> Lot 136	Cessnock City Council
11	Restriction on the Use of Land (AE)	Lot 136	Cessnock City Council
12	Restriction on the Use of Land	Every Lot excepting Lot 134	Cessnock City Council
13	Positive Covenant (AH)	Lot 136	Cessnock City Council
14	Easement for riparian zone rehabilitation (AJ)	Lot 136	Lot 135

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

LENGTHS ARE IN METRES

(Sheet 4 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No.

14/2014 (41611)

**PART 2**

**1. Terms of the easement, firstly referred to in the abovementioned plan**

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

**2. Terms of the restriction on the use of land, seventhly referred to in the abovementioned plan**

The area marked in the plan (Y) being 10 metres wide and variable, shall be managed as an Asset Protection Zone (APZ) in accordance with Planning for Bushfire Protection 2006 and the NSW Rural Fire Service's document Standards for asset protection zones.

**3. Terms of the restriction for water supply 4 wide, eighthly referred to in the abovementioned plan**

**Part A  
Definitions and interpretation**

The following terms have the following meanings:

**Ancillary Works** means works ancillary to the Pipeline whether above, on or below ground.

**Authorised Users** means Hunter Water Corporation's agents, employees, successors and assigns which are authorised to carry out the functions under the Hunter Water Act 1991 and all other Persons authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions under the Hunter Water Act 1991.

**Burdened Owner** means the owner for the time being of the Lot Burdened and any Person having an estate or interest in the Lot Burdened.

**Easement Site** means that part of the Lot Burdened shown as easement for Pipeline on any plan registered with the New South Wales Department of Lands.

**Hunter Water** means the owner of the Pipeline and Ancillary Works, its successors and assigns.

**Lot Burdened** means the land over which the easement is granted.

**Lot 135** means lot 135 as created under the plan of subdivision to which this instrument relates, as well as successor lots created from lot 135 from time to time.

**Person** includes a body corporate.

**Pipeline(s)** means a pipeline or pipelines for the conveyance of water, recycled

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

LENGTHS ARE IN METRES

(Sheet 5 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/4611**

water, effluent or sewerage whether above, on or below the ground and all associated apparatus and equipment and any ancillary works.

**Part B  
Easement for water supply**

Hunter Water and its Authorised Users may:

- (a) Construct, lay, maintain, repair, renew, cleanse, inspect, replace, divert or alter the position of any Pipeline or any Ancillary Works in the Easement Site; and
- (b) Convey or permit the conveyance of water, recycled water, effluent or sewerage through the Pipeline within the Easement Site.

**Part C  
General provisions of easement**

For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:

- (a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement;
- (b) do anything reasonably necessary to obtain access to and pass along to the Easement Site;
- (c) do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.

The Burdened Owner acknowledges that ownership of any Pipeline or other Ancillary Works located in the Easement Site remains with Hunter Water.

Hunter Water covenants with the Burdened Owner that:

- (a) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;
- (b) it will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and
- (c) subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.

Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:

- (a) do or allow anything which will interfere with, damage, or destroy the Pipeline or will interfere with the effective operation of the Pipeline or any Ancillary Work;
- (b) obstruct Hunter Water in the exercise of its rights under this easement; or place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.

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

**LENGTHS ARE IN METRES**

(Sheet 6 of 12 Sheets)

**Plan: DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate

No. **14/2014/416/1**

**Part D  
Lot 135 rights and obligations**

The owner of Lot 135 and its authorised agents and contractors will have the same rights and obligations as Hunter Water and its Authorised Users under this easement for water supply 4 wide.

**4. Terms of the restriction on the use of land, ninethly referred to in the abovementioned plan**

No building shall be constructed or if constructed permitted to remain on any lot so burdened unless such building is located within the area designated (AC).

**5. Terms of the restriction on the use of land, tenthly referred to in the abovementioned plan**

- I. The area marked in the plan (AD) being 25 metres wide, shall be managed as an Asset Protection Zone (APZ); AND
- II. Mature trees (3m in height and above) located within the Asset Protection Zone designated as (AD) are to be retained unless such trees are required to be removed to maintain canopy separation to meet Asset Protection Requirements; AND
- III. Notwithstanding item (ii) above any Trees containing Grey-crowned Babbler nests located within the Asset Protection Zone designated (AD) identified as part of development application 8/2014/416/2 approved by Cessnock City Council must be retained and not disturbed or cleared as defined under the Native Vegetation Act 2003.

All APZ's shall be managed in accordance with Planning for Bushfire Protection 2006 and the NSW Rural Fire Service's document Standards for asset protection zones.

**6. Terms of the restriction on the use of land, eleventhly referred to in the abovementioned plan**

Within the area so designated (AE) on any lot so burdened all native vegetation as defined under the Native Vegetation Act of 2003 is to be retained in a natural state and not used by vehicles (including Motor cycles, All Terrain Vehicles or similar), grazed by livestock (including Horses or other domestic animals), used for agricultural purposes or cleared (as defined under the Native Vegetation Act 2003). The native vegetation is to be protected in perpetuity.

Any landscaping is to use native species of local provenance to provide additional foraging habitat for native fauna. Native species should be characteristic of Lower Hunter Spotted Gum Ironbark Forest Endangered Ecological Community or Hunter Lowland Redgum Forest

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

LENGTHS ARE IN METRES

(Sheet 7 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/4611**

Endangered Ecological Community, *Myoporum parvifolium* and *Nandina domestica* are not to be used for landscaping and if planted removed.

**7. Terms of the restriction on the use of land, twelfthly referred to in the abovementioned plan**

No cats are to be kept on any lot so burdened or if kept permitted to remain to protect native fauna. Any dogs must be kept within a securely fenced area to prevent them from entering areas of native vegetation and harming native fauna. Fences must be constructed to prevent dogs from entering the areas of native vegetation.

**8. Terms of the Positive Covenant, thirteenthly referred to in the abovementioned plan**

The owner of the lot so burdened must maintain the land in accordance with the Plan of Management prepared by RPS Australia East Pty Ltd, 22 November 2016, as approved by Cessnock City Council.

**9. Terms of the easement for riparian zone rehabilitation, fourteenthly referred to in the abovementioned plan**

The grantee of the easement may enter the lot so burdened to maintain the riparian zone rehabilitation area as identified on the face of the plan for the purposes as outlined below.

The owner of the lot so benefited shall maintain the Riparian zone in accordance with approvals by Office of Environment and Water and in doing so, shall;

- (a) by any reasonable means pass across each lot burdened, but only within the site of this easement, and
- (b) do anything reasonably necessary for the purpose of the easement, including:
  - entering the lot burdened, and
  - taking anything on to the lot burdened, and
  - carrying out works within the site of this easement, such as constructing, placing, repairing or maintaining the riparian zone.

In exercising those powers, the grantee must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened.

**Name of the person or authority empowered to release, vary or modify the easement, covenant or restriction numbered 1**

Alpha Distribution Ministerial Holding Corporation

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

**LENGTHS ARE IN METRES**

(Sheet 8 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621  
covered by Subdivision Certificate

No. **14/2014/41611**

**Name of the person or authority empowered to release, vary or modify the easement,  
covenant or restriction numbered 2 to 7 inclusive and 9 to 13 inclusive**

Cessnock City Council

**Name of the person or authority empowered to release, vary or modify the easement,  
covenant or restriction numbered 8**

Cessnock City Council and Coops (NSW) Pty Ltd

**Name of the person or authority empowered to release, vary or modify the easement,  
covenant or restriction numbered 14**

Coops (NSW) Pty Ltd

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

LENGTHS ARE IN METRES

(Sheet 9 of 12 Sheets)

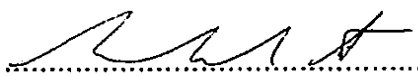
Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/4611**

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



Signature of Witness



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

KEVIN PEK

Print name of Witness

RICHARD DENT

Name of Agent in full

52 Martin Place  
Sydney NSW 2000

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

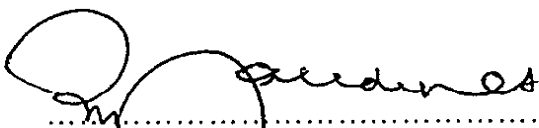
**LENGTHS ARE IN METRES**

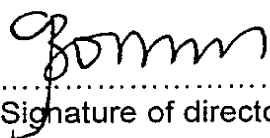
(Sheet 10 of 12 Sheets)

**Plan: DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14 (2014) 141611**

**EXECUTED** by COOPS (NSW) PTY LIMITED (A.C.N. 073 530 588) in accordance with section 127 of the Corporations Act: )  
)

  
.....  
Signature of director

  
.....  
Signature of director/secretary

**BRUCE W. BAUDINET**  
.....  
Name (please print)

**GEOFFREY MARK BONUS**  
.....  
Name (please print)

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

LENGTHS ARE IN METRES

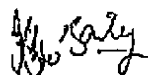
(Sheet 11 of 12 Sheets)

Plan: **DP1243665**

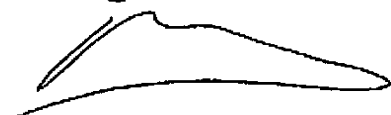
Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/41611**

**National Australia Bank Limited**

Mortgage under Mortgage No. AK519365  
Signed at Adelaide, South Australia this 2<sup>nd</sup> day of May  
2018 for National Australia Bank Limited ABN 12004  
044 937 by Hugh Mincham Bailey its duly appointed  
Attorney under  
Power of Attorney No. 39 Book 4512



Attorney Signature, Level 3 Attorney



Witness Signature

**BARRY WILHELM**  
AGRIBUSINESS MANAGER

Witness Name  
4922 KING WILLIAM ST  
ADELAIDE SA 5000  
Witness Address

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

LENGTHS ARE IN METRES

(Sheet 12 of 12 Sheets)

Plan: **DP1243665**

Subdivision of Lot 318 in DP1091621 covered by Subdivision Certificate No. **14/2014/416/1**

Cessnock City Council by its authorised delegate pursuant to s.377 Local Government Act 1993

*P. Giannopoulos*  
.....  
Signature of Delegate

**PETER GIANNOPOULOS**  
.....  
Name of Delegate (please print)

I certify that I am an eligible witness and that the delegate signed in my presence

*Angela Peterson*  
.....  
Signature of Witness

**Angela Peterson**  
.....  
Name of Witness (please print)

**62-78 Vincent Street, CESSNOCK**  
.....  
Address of Witness

REGISTERED  25.06.2018

5655209Q

Form: 97-01T  
Licence: 026CN/0526/96

**TRANSFER (INCLUD**  
**New South Wales**  
**Real Property Act 1900**



ily

Instructions for filling out  
this form are available  
from the Land Titles Office

Office of State Revenue use only  
OFFICE OF STATE REVENUE (N.S.W. TREASURY)

CLIENT No 3323749 STAMP No. 292  
STAMP DUTY \$2.00 SIGNATURE  
TRANSACTION No. 12 DATE 11-1-99

ASSESSMENT DETAILS:

(A) **LAND TRANSFERRED**  
Show no more than 20 titles.  
If appropriate, specify the  
share or part transferred.

Folio Identifier 100/817644

(B) **LODGED BY**

LTO Box	Name, Address or DX and Telephone
557V	MAKINSON & d'ARICE 18/68 PITT ST SYDNEY DX 296 STONEY
	REFERENCE (15 character maximum): J-981247/52712

(C) **TRANSFEROR**

**COAL & ALLIED OPERATIONS PTY LIMITED A.C.N. 000 023 656**

(D) acknowledges receipt of the consideration of Two Hundred Thousand Dollars (\$200,000.00)

and as regards the land specified above transfers to the transferee an estate in fee simple. For Covenant see "A"

(E) Encumbrances (if applicable) 1. 2. 3.

(F) **TRANSFEE**

T TS (s713 LGA) TW (Sheriff)	<b>HARDIE OCEANIC PTY LIMITED A.C.N. 070 052 738</b> <b>TENANCY:</b>
--	---

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE 3 March 1999

Signed in my presence by the transferor who is personally known to me.

THE COMMON SEAL of COAL & ALLIED OPERATIONS PTY



Signature of Witness

LIMITED A.C.N. 000 023 656 was hereunto affixed by authority of

Name of Witness (BLOCK LETTERS)

the Directors in the presence of:

D.C.I.

Address of Witness Director

DUDLEY ISLES

Secretary Signature of Transferor

RICHARD STREET

Signed in my presence by the transferee who is personally known to me.

THE COMMON SEAL of HARDIE OCEANIC PTY LIMITED



Signature of Witness

A.C.N. 070 052 738 was hereunto affixed by authority of the

Name of Witness (BLOCK LETTERS)

Directors in the presence of:

Secretary Signature of Transferee

Address of Witness Director

NB: if signed on the transferee's behalf by a solicitor or licensed conveyancer, show the signatory's full name in block letters.

DUNCAN JOHN HARDIE  
DIRECTOR

LYNLEY JANE HARDIE  
DIRECTOR

CHECKED BY (LTO use)

B. Reg 77

on CV

**THIS IS ANNEXURE "A" REFERRED TO IN TRANSFER (INCLUDING COVENANT) BETWEEN COAL & ALLIED OPERATIONS PTY. LIMITED (TRANSFEROR) AND HARDIE OCEANIC PTY. LIMITED (TRANSFeree)**

The Transferee hereby covenants with the Transferor and its assigns for the benefit of any adjoining land owned by the Transferor during its ownership by the Transferor and the Transferor's assigns (other than Purchasers on sale) that no fence shall be erected on the property hereby transferred to divide it from such adjoining land without the consent of the Transferor or its assigns but such consent shall not be withheld if the fence is erected without expense to the Transferor or its assigns.


We certify this dealing correct for the purposes of the Real Property Act, 1900.

THE COMMON SEAL of COAL & ALLIED OPERATIONS PTY. LIMITED was hereunto affixed in the presence of:



  
Secretary RICHARD STREET

(Also print name)

  
Director  
DUDLEY ISLES  
(Also print name)

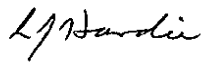
THE COMMON SEAL of HARDIE OCEANIC PTY. LIMITED was hereunto affixed in the presence of:



  
Secretary

(Also print name)

DUNCAN JOHN HARDIE  
DIRECTOR

  
Director  
(Also print name)  
LYNLEY JANE HARDIE  
DIRECTOR

5655209Q

Form: 97-01T  
Licence: 026CN/0526/96

**TRANSFER (INCLUD**  
**New South Wales**  
**Real Property Act 1900**



ily

Instructions for filling out this form are available from the Land Titles Office

Office of State Revenue use only  
OFFICE OF STATE REVENUE (N.S.W. TREASURY)

CLIENT No 3323749 STAMP No. 292  
STAMP DUTY \$2.00 SIGNATURE  
TRANSACTION No. 12 DATE 11-1-99  
ASSESSMENT DETAILS:

(A) **LAND TRANSFERRED**  
Show no more than 20 titles.  
If appropriate, specify the share or part transferred.

Folio Identifier 100/817644

(B) **LODGED BY**

LTO Box	Name, Address or DX and Telephone
557V	MAKINSON & d'ARICE 18/68 PITT ST SYDNEY DX 296 STONEY
	REFERENCE (15 character maximum): J-981247/52712

(C) **TRANSFEROR**

**COAL & ALLIED OPERATIONS PTY LIMITED A.C.N. 000 023 656**

(D) acknowledges receipt of the consideration of Two Hundred Thousand Dollars (\$200,000.00)

and as regards the land specified above transfers to the transferee an estate in fee simple. For Covenant see "A"

(E) Encumbrances (if applicable) 1. 2. 3.

(F) **TRANSFEE**

T TS (s713 LGA) TW (Sheriff)	<b>HARDIE OCEANIC PTY LIMITED A.C.N. 070 052 738</b> <b>TENANCY:</b>
--	---

(H) We certify this dealing correct for the purposes of the Real Property Act 1900.

DATE 3 March 1999

Signed in my presence by the transferor who is personally known to me.

THE COMMON SEAL of COAL & ALLIED OPERATIONS PTY



Signature of Witness

LIMITED A.C.N. 000 023 656 was hereunto affixed by authority of

Name of Witness (BLOCK LETTERS)

the Directors in the presence of:

D.C.I.

Address of Witness Director

DUDLEY ISLES

Secretary Signature of Transferor

RICHARD STREET

Signed in my presence by the transferee who is personally known to me.

THE COMMON SEAL of HARDIE OCEANIC PTY LIMITED



Signature of Witness

A.C.N. 070 052 738 was hereunto affixed by authority of the

Name of Witness (BLOCK LETTERS)

Directors in the presence of:

Secretary Signature of Transferee

Address of Witness Director

NB: if signed on the transferee's behalf by a solicitor or licensed conveyancer, show the signatory's full name in block letters.

Duncan John Hardie  
Lynley Jane Hardie

DUNCAN JOHN HARDIE  
DIRECTOR

LYNLEY JANE HARDIE  
DIRECTOR

CHECKED BY (LTO use)

B. Day 77

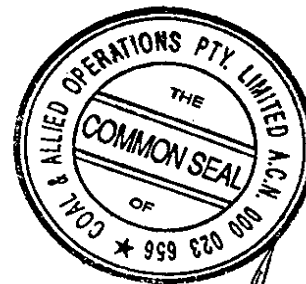
on CV

**THIS IS ANNEXURE "A" REFERRED TO IN TRANSFER (INCLUDING COVENANT) BETWEEN COAL & ALLIED OPERATIONS PTY. LIMITED (TRANSFEROR) AND HARDIE OCEANIC PTY. LIMITED (TRANSFeree)**

The Transferee hereby covenants with the Transferor and its assigns for the benefit of any adjoining land owned by the Transferor during its ownership by the Transferor and the Transferor's assigns (other than Purchasers on sale) that no fence shall be erected on the property hereby transferred to divide it from such adjoining land without the consent of the Transferor or its assigns but such consent shall not be withheld if the fence is erected without expense to the Transferor or its assigns.


We certify this dealing correct for the purposes of the Real Property Act, 1900.

THE COMMON SEAL of COAL & ALLIED OPERATIONS PTY. LIMITED was hereunto affixed in the presence of:



  
Secretary RICHARD STREET

(Also print name)

  
Director  
DUDLEY ISLES  
(Also print name)

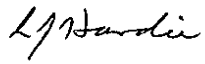
THE COMMON SEAL of HARDIE OCEANIC PTY. LIMITED was hereunto affixed in the presence of:



  
Secretary

(Also print name)

DUNCAN JOHN HARDIE  
DIRECTOR

Director  
  
(Also print name)  
LYNLEY JANE HARDIE  
DIRECTOR

# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

### APPLICANT'S DETAILS



InfoTrack

14 DIANELLA

PAXTON NSW

APPLICATION NO.: 2708942

APPLICANT REF: M 2025313

RATEABLE PREMISE NO.: 5540807259

PROPERTY ADDRESS: 14 DIANELLA CRES PAXTON 2325

LOT/SECTION/DP-SP: 127//DP1243665



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

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

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

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

Date: 7/11/2025

Scale at A4: 1:500

CADASTRAL DATA © NSW DCS Spatial Services  
CONTOUR DATA © AAM  
© NSW DPIE

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



# PLANNING CERTIFICATE

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

Info Track  
Level 21 Tower 2 200 Barangaroo Avenue  
SYDNEY 2000

Applicants Reference  
2025313-#178091106#

## CERTIFICATE DETAILS

Certificate Number:	3115
Date of Certificate:	07/11/2025

## PROPERTY DETAILS

Address:	14 Dianella Crescent PAXTON NSW 2325
Title:	LOT: 127 DP: 1243665
Parcel No:	513247

## BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

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



# PLANNING CERTIFICATE

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

## 1. Names of relevant planning instruments and development control plans

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

### **State Environmental Planning Policies**

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

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

Chapter 2 \_ Standards for residential development \_ BASIX

Chapter 3\_ Standards for Non-residential development

Chapter 4\_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 \_ Hazardous and offensive development

Chapter 4 \_ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 \_ Infrastructure

Chapter 3 \_ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 \_ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 \_ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 \_ State and regional development

Chapter 4 \_ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 \_ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts \_ Regional) 2021

Chapter 2 \_ State significant precincts

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

### **Local Environmental Plans**

[Cessnock Local Environmental Plan 2011](#)

### **Development Control Plans**



# PLANNING CERTIFICATE

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

[Cessnock Development Control Plan 2010](#)

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

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

### **Draft State Environmental Planning Policies**

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

### **Draft Planning Proposal for Local Environmental Plan**

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

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

18 2024 3 1 \_ Draft Anomalies / Housekeeping \_ Public Exhibition \_ 3 February 2025 - 4 March 2025

### **Draft Development Control Plan**

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

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

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

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

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

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

57 2025 2 1 \_ Draft Cessnock Development Control (DCP) Plan Chapter \_ Vineyards Ditric \_ Public Exhibition 28 March 2025 - 9 May 2025

57 2025 9 1 \_ Draft Cessnock Development Control Plan (DCP) Chapter \_ Signage and Outdoor Advertising \_ Public Exhibition 28 March 2025 \_ 9 May 2025



# PLANNING CERTIFICATE

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

57 2025 8 1 \_ Draft Cessnock Development Control (DCP) Plan Chapter \_ Tourist and Visitors Accommodation on Rural and Conservation Lands \_ Public Exhibition \_ 28 March 2025 to 9 May 2025

(4) **In this section –**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# PLANNING CERTIFICATE

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

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

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

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

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

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

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

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

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

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

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

Draft Cessnock Local Environmental Plan 2011 \_ Amendment 46 \_ PP-2024-2769 - Notification  
Date 3 February 2025 \_ Administrative Amendments \_ LGA Wide.

## 2. Zoning and land use under relevant planning instruments

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

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

RU5 Village under the Cessnock Local Environmental Plan 2011



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

- (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,

RU5 Village

- 1 Permitted without consent

Home occupations

- 2 Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Business premises; Cemeteries; Centre-based child care facilities; Community facilities; Crematoria; Dwelling houses; Early education and care facilities; Educational establishments; Entertainment facilities; Environmental facilities; Environmental protection works; Food and drink premises; Home businesses; Hotel or motel accommodation; Information and education facilities; Light industries; Mortuaries; Neighbourhood shops; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Schools; Secondary dwellings; Semi-detached dwellings; Seniors housing; Service stations; Sewerage systems; Shops; Tank-based aquaculture; Vehicle repair stations; Veterinary hospitals, Water supply systems

- 3 Prohibited

High technology industries; Any other development not specified in item 1 or 2

- (c) whether additional permitted uses apply to the land,  
No
- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,  
No
- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:  
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.
- (f) whether the land is in a conservation area, however described,  
The land is not a conservation area under the Cessnock Local Environmental Plan 2011.
- (g) whether an item of environmental heritage, however described, is located on the land.  
An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

### 3. Contributions plans



# PLANNING CERTIFICATE

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

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

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

58 2023 1 1\_ Draft Amendment No 2 to Cessnock City Wide S7.11 Infrastructure Contributions Plan and Cessnock City Wide S7.12 Infrastructure Contributions Plan \_ Public Exhibition 28 March 2025 \_ 9 May 2025

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-
- (a) The name of the region, and
  - (b) The name of the Ministerial planning order in which the reason is identified.
- (3) If the land is in a special contribution area to which a continued 7.23 determination applies, the name of the area.
- (4) In this section-

**Continued 7.23 determination** means a 7.23 determination that-

- (a) Has been continued in force by the Act, Schedule 4, Part 1, and
- (b) Has not been repealed as provided by that part.

**Note-** The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

No

#### 4. Complying development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (*Exempt and Complying Development Codes*) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
- (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

<b>Housing Code</b>	Complying Development may be carried out under the Housing Code where it meets the requirements of Clause 3.4 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying
---------------------	--



# PLANNING CERTIFICATE

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

**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

	Development Codes) 2008.
<b>Rural housing code</b>	Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
<b>Low Rise Housing Diversity Code</b>	Complying Development may be carried out under the Low Rise Housing Diversity Code where it meets the requirements of Clause 3B.4 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Greenfield Housing Code</b>	Complying Development may be carried out under the Greenfield Housing Code where it meets the requirements of Clause 3C.5 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Complying Development may not be carried out under the Greenfield Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
<b>Housing Alterations Code</b>	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>General Development Code</b> (Transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Industrial and Business Alterations Code</b>	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
<b>Industrial and Business Buildings Code</b>	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
<b>Container Recycling Facilities Code</b>	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental



# PLANNING CERTIFICATE

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

**ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

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

## 5. Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1) (b1) -(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

<b>Biodiversity Conservation Act 2016 and Fisheries Management Act 1994</b>	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
<b>Wilderness Act 1987</b>	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
<b>Heritage Act 1977</b>	Exempt Development may not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act
<b>Schedule 4 _ Land included from</b>	Exempt Development may be carried out on land

# PLANNING CERTIFICATE

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

<b>the General Exempt Development Code</b>	that is described or otherwise identified on a map specified in Schedule 4.
<b>Land within 18 kilometres of Siding Spring Observatory</b>	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
<b>Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code</b>	Exempt Development may be carried out on land that is not described or otherwise identified on the Agritourism and Farm Stay Accommodation Exempt and Complying Development map.

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
- (a) a restriction applies to the land, but it may not apply to all of the land, and
  - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

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

- (1) Whether the Council is aware that –
- (a) an affected building notice is in force in relation to the land, or
  - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
  - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

- (2) In this section –

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

**building Product Rectification Order** has the same meaning as in the *Building Products (Safety) Act 2017*.

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

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

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

## 7. Land reserved for acquisition



# PLANNING CERTIFICATE

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

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No

## 8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under –

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

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

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

## 9. Flood related development controls

- (1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No

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

No

- (3) In this section –

***flood planning area*** has the same meaning as in the Flood Risk Management Manual.

***Flood Risk Management Manual*** means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

***probable maximum flood*** has the same meaning as in the Flood Risk Management Manual.

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

### Note: Flood Studies

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



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

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

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

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

**Landslip**

No

**Bushfire**

No

**Tidal Inundation**

No

**Subsidence**

No

**Acid Sulphate Soils**

No

**Contamination**

Cessnock City Council \_ Contaminated Land Policy \_ Land Use Planning

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

**Aircraft Noise**

No

**Salinity**

No

**Coastal Hazards**

No

**Sea Level Rise**

No



# PLANNING CERTIFICATE

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

**Any Other Risk (other than flooding)**

Cessnock City Council \_ Climate Change Policy \_ Land Use Planning

In this section – **adopted policy** means a policy adopted –

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

## 11. Bush fire prone land

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

Some of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

## 12. Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989* (Part 8, Division 1A), that are listed on the Register kept under that Division, a statement to that effect.

No

## 13. Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No

## 14. Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that –
  - (a) applies to the land, or
  - (b) is proposed to be subject to a ballot.

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

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

There is no subdivision order that applies to the land

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

## 15. Property vegetation plans



# PLANNING CERTIFICATE

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

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

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

## 16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

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

## 17. Biodiversity certified land

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

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

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

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

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

No

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

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

(2) In this section –

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



# PLANNING CERTIFICATE

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

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

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

## 20. Western Sydney Aerotropolis

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

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

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

## 21. Development consent conditions for seniors housing

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

No

## 22. Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the Department.

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

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

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



# PLANNING CERTIFICATE

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

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

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

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

No

- (4) In this section –

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

## 23. Water or sewerage services

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

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

No

## 24. Special entertainment precincts

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

No

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

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

Peter Chrystal  
**Director Planning and Environment**



# **PLANNING CERTIFICATE**

**ISSUED UNDER SECTION 10.7 (2)**

***ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979***

**and associated**

***ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021***



## OCCUPATION CERTIFICATE

Environmental Planning & Assessment Act 1979, as amended

### APPROVED

<b>Construction Certificate No.</b> 2018-0535	<b>Issued On:</b> 13 August 2018
<b>Development Approval No.</b> 8/2018/387/1	<b>Issued On:</b> 1 August 2018

<b>Applicant</b>
------------------

<b>Land</b>	Lot 127 DP1243665 14 Dianella Crescent PAXTON
<b>Development</b>	Single Storey Dwelling
<b>BCA Class</b>	1a
<b>Type of Certificate</b>	Final
<b>Portion of Building</b>	Single Storey Dwelling

**Statement:-**

- The health and safety of the occupants of the building have been taken into consideration where an Interim Occupation Certificate is issued.
- A current Development Consent or Complying Development Certificate is in force for the building.
- If any building work has been carried out, a current Construction Certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Codes of Australia.
- Where applicable, a Fire Safety Certificate has been issued for the building and a report from the Fire Commissioner has been considered.

**THIS CERTIFICATE ISSUED BY:**

Stephen Murray - Accreditation Number: BPB0282

On behalf of AcroCert Pty Ltd - ABC 5

Accreditation Body: Building Professionals Board

<b>Signature:</b> 	<b>Certificate Issued On:</b> 19 June 2019
--	---



# 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](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
- 3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
- 4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

**15 November 2022** at **Aberdare, 2325**

## Landlord

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

## Tenants

### Landlord's Agent Details

**Urban Land Housing**

514/5 Celebration Drive, Bella Vista

p: +61 487 000 401, e: rentals@ulh.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
- Other (please specify) 52 weeks
- Periodic (No End Date)

Starting on **the 24th of November 2022** and ending on **the 22nd of November 2023**

**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

14 Dianella Crescent, Paxton NSW 2325

## The residential premises include:

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

Double lock up garage

## Rent

The rent is **\$550.00 per week**, payable in advance starting on **the 24th of November 2022**

**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. Other:

Using Rental Rewards: Tenant initiated Web Payments, BPAY,  
Direct Debit or via Personal Cheque.

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

## Rental Bond

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

A rental bond of **\$2200.00** must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- the landlord or another person, or  
 the landlord's agent, or  
 NSW Fair Trading through Rental Bonds Online

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

## Occupants

**No more than 3 person(s)**

No more than 3 person(s) may ordinarily live in the premises at any one time.

## Urgent repairs

Nominated tradespeople for urgent repairs:

### Plumber

Sebastian Huang, Crown Plumbing  
Services  
p: 0415 430 568

### Air Conditioning Technician

Aaron Hindle, Dynamic Refrigeration &  
HVAC  
p: 0431 494 175

### Electrician

Chris Barlow, Barlow Electrical  
p: 0414 296 229

## 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?

Yes  No

If yes, see clauses 50.

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

Email: rentals@ulh.com.au

### Tenant

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

Yes  No

If yes, see clause 50.

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

### 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),

**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**

*[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 1999 or the Community Land Management Act 1999:

**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]*

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

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

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

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

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

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

## Loose-fill asbestos insulation

### 47 The landlord agrees:

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

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

## Combustible cladding

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

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

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

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

## Significant health or safety risks

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

## Electronic service of notices and other documents

### 50 The landlord and the tenant agree:

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

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

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

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

## Break fee for fixed term of not more than 3 years

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

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

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

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

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

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

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

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

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

## Additional Terms

### Additional term - Rent increases during the fixed term

**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 \_\_\_\_/\_\_\_\_/\_\_\_\_, rent is to be increased to \$\_\_\_\_ per \_\_\_\_.

**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

[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]

**53** **The landlord:** agrees that the tenant may keep the following animal on the residential premises  
[specify the breed, size etc]:  
Dog x 1'

### **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.

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

- 66 **the parties agree** that the condition report dated \_\_\_\_/\_\_\_\_/\_\_\_\_ 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 by the tenant to the landlord is dishonoured upon presentation to a financial institution, then **the tenant is liable** to pay a \$30 dishonour fee to the landlord. The tenant must pay the dishonour fee within 7 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.

## Special Conditions and Terms

### Conditions

(a)The animal(s) must be chipped and registered with the local council  
(b)The animal(s) is to be kept outside the dwelling at all times (if outside pet only - delete if not needed) (c)The Tenant agrees to have the carpets professionally cleaned and deodorized at the end of the Tenancy using contractors nominated by the Landlord/Agent and agrees to provide a copy of the receipt when the keys are returned  
(d)The Tenant agrees to have the property fumigated against fleas at the end of the Tenancy both inside and out, using contractors nominated by the Landlord/Agent and agrees to provide a copy of the receipt when the keys are returned. (e)Any rectification of damage or further cleaning required due to the keeping of said animal(s) will be made good at the Tenant's expense

## Notes

### 1. Definitions

In this agreement:

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

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

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

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

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

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

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

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

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

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

### 3. Ending a fixed term agreement

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

### 4. Ending a periodic agreement

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

### 5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and 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*  
Sarahyn Vaiuta  
the 23rd of November 2022



**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's agent*  
Sarahyn Vaiuta  
the 23rd of November 2022



### 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.

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

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

## Confirmations

### Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Urban Land Housing . This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Two dashed rectangular boxes for signature and initials.

## Audit Trail

15 November 2022 01:59 PM

15 November 2022 01:59 PM	207136.7114
15 November 2022 01:59 PM	207136.7114
15 November 2022 02:00 PM	49.3.130.7
15 November 2022 06:38 PM	49.3.130.7
15 November 2022 06:38 PM	49.3.130.7
16 November 2022 11:54 AM	207136.7114
16 November 2022 11:54 AM	207136.7114
18 November 2022 06:32 PM	1.145.36.238
18 November 2022 07:59 PM	49.3.130.7
18 November 2022 08:00 PM	49.3.130.7
18 November 2022 08:00 PM	49.3.130.7
18 November 2022 08:00 PM	49.3.130.7
18 November 2022 08:33 PM	49.3.130.7
18 November 2022 08:35 PM	49.3.130.7
18 November 2022 08:39 PM	49.3.130.7
18 November 2022 08:40 PM	49.3.130.7
21 November 2022 01:07 PM	207136.7114
21 November 2022 01:07 PM	207136.7114
21 November 2022 07:51 PM	49.3.130.7
21 November 2022 07:51 PM	49.3.130.7
21 November 2022 08:02 PM	49.3.130.7
21 November 2022 08:05 PM	49.3.130.7
21 November 2022 08:06 PM	49.3.130.7
21 November 2022 08:06 PM	49.3.130.7
21 November 2022 08:32 PM	49.3.130.7
21 November 2022 08:34 PM	49.3.130.7
21 November 2022 08:34 PM	49.3.130.7
21 November 2022 08:34 PM	49.3.130.7
21 November 2022 08:35 PM	49.3.130.7
21 November 2022 09:24 PM	49.3.130.7
21 November 2022 09:24 PM	49.3.130.7
22 November 2022 10:30 AM	49.3.130.7

22 November 2022 10:30 AM	207136.7114
22 November 2022 10:30 AM	207136.7114
22 November 2022 10:34 AM	49.3.130.7
22 November 2022 10:35 AM	49.3.130.7
22 November 2022 10:35 AM	49.3.130.7
22 November 2022 10:35 AM	49.3.130.7
22 November 2022 10:35 AM	49.3.130.7
22 November 2022 10:35 AM	49.3.130.7
22 November 2022 10:35 AM	49.3.130.7
22 November 2022 10:35 AM	49.3.130.7
22 November 2022 10:36 AM	49.3.130.7
22 November 2022 04:32 PM	49.3.130.7
22 November 2022 04:32 PM	49.3.130.7
22 November 2022 04:32 PM	49.3.130.7
22 November 2022 04:32 PM	49.3.130.7
22 November 2022 04:32 PM	49.3.130.7
22 November 2022 05:04 PM	49.3.130.7
22 November 2022 05:04 PM	49.3.130.7
22 November 2022 05:06 PM	1.145.33.202
22 November 2022 05:06 PM	1.145.33.202
22 November 2022 05:06 PM	49.3.130.7
22 November 2022 08:25 PM	49.3.130.7
22 November 2022 08:25 PM	49.3.130.7
22 November 2022 08:25 PM	49.3.130.7
22 November 2022 08:25 PM	49.3.130.7
22 November 2022 08:25 PM	49.3.130.7
22 November 2022 08:26 PM	49.3.130.7
22 November 2022 08:26 PM	49.3.130.7
23 November 2022 12:28 PM	207136.7114
23 November 2022 12:28 PM	

