

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Lorimer Real Estate 689 Federal Drive Federal NSW 2480	phone: 0400844412 email: duncan@lorimerestateagents.com.au
co-agent		
vendor	Pifer Pty Ltd	
vendor's solicitor	Sunrise Conveyancing & Julie Earl Conveyancing PO Box 1451, Ballina NSW 2478	phone: 0493004209 email: julie@julieearlconveyancing.com.au ref: 26120
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	70A Charlotte Street Bangalow NSW 2479 LOT 1 STRATA PLAN SP96648 Folio Identifier 1/SP96648	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> range hood <input type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> internet/TV receiver <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> solar power battery <input checked="" type="checkbox"/> ceiling fans <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> clothes line <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	
balance	_____ (10% of the price, unless otherwise stated)
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>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by Plfer Pty Ltd 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>Signed by 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) PEXA
-
- Manual transaction** (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

- Land tax** is adjustable NO yes
- GST:** Taxable supply NO yes in full yes to an extent
- Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<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 checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location print) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewer service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <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 checked="" 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 checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract <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 contract or management statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate (strata) <input type="checkbox"/> 57 information certificate (association) <input type="checkbox"/> 58 document relevant to an exclusive supply network <input type="checkbox"/> 59 disclosure statement - off the plan contract <input type="checkbox"/> 60 other document relevant to the off the plan contract Other <input type="checkbox"/> 61
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <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

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, other than an option that is void under the Act, section 66ZG.
- 4** A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5** The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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:

<p>Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW</p>	<p>Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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 served 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>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<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> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

- 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 whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 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.

70A CHARLOTTE ST BANGALOW NSW 2479

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:
 - (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 sale.

- (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) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
 - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

Additional clauses

PIFER PTY LTD SALE

Property: 70A Charlotte Street, Bangalow NSW 2479

1 Agent

The Purchaser warrants to the Vendor that the Purchaser was not introduced to the property by any agent other than the agent named on the first page of this Contract, nor was any other agent the effective cause of the sale of the property. In the event that the Purchaser is in breach of this warranty the Purchaser will indemnify the Vendor against any claim for commission by any such agent arising out of this sale. This condition will not merge on completion.

2 Notice to Complete

Settlement is to take place on or before the due date. If settlement has not been effected by the due date, then either party shall be at liberty to give to the other a Notice to Complete in writing specifying the period of fourteen (14) days for completion and making time of the essence. The party who issues the Notice to Complete shall be entitled to recover the sum of \$385.00 inclusive of GST from the defaulting party to cover the cost of issuing such Notice.

3 Interest

Provided that the Vendor is ready, willing and able to give title to the Purchaser, if this Contract is not completed for any reason (other than the Vendor's default) on or before the Completion date then in addition to any other right which the Vendor may have under this Contract or otherwise the Purchaser will on completion of this Contract pay to the Vendor interest on the balance of the purchase price at the rate of 8% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this Contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

4 Capacity

4.1 If the Vendor or Purchaser or any one or more of them shall:

- (a) die;
 - (b) become mentally incapacitated;
 - (c) be declared bankrupt or assign his/her estate for the benefit of his/her creditors;
or
 - (d) being a company, have a Summons or application for its winding up presented or have a liquidator receiver or voluntary administrator appointed, or enter into any deed of company arrangement or scheme of arrangement with its creditors,
- prior to completion of this Contract, then either party may by notice in writing to the other party's Licensed Conveyancer or Solicitor rescind this Contract, whereupon the provisions of Clause 19 hereof shall apply.

4.2 The Purchaser warrants that the Purchaser has the legal capacity to enter into this Contract.

5 Entire Agreement

Notwithstanding the provisions of any other clause or Special Condition of this Contract, it is agreed that:

- (a) this agreement constitutes the whole of any promises, representations, warranties or undertakings and also the whole of the conditions of sale;

- (b) no promise, representation, warranty, undertaking or condition shall be deemed to be implied in this agreement or to arise between the parties by way of collateral or other agreement or by reason of any promise, representation, warranty or undertaking given or made by any party to the other on or prior to the making of this agreement; and
- (c) the Purchaser has not been induced to enter into this Contract by any statement, representation or promise made or given by or on behalf of the Vendor, and the Purchaser agrees that no objection, requisition or claim for compensation in relation to any of the foregoing matters will be made.

6 Compliance, Condition of property, Representations etc

6.1 The Purchaser:

- (a) acknowledges that he/she is purchasing the property in its present condition and state of repair and subject to availability, non-availability or existing water, sewerage, drainage, plumbing services and drainage connections and all utility services and connections in respect of the property; and
- (b) warrants that he/she has made and relies on his/her own enquiries, inspection of the property and investigations; and

and the Purchaser cannot seek to rescind or terminate or make any objection, requisition or claim for compensation arising out of or in relation to this Special Condition 6.

- 6.2 This Special Condition shall not merge on completion or be extinguished by completion of this Contract and shall continue in full force and effect, notwithstanding completion.

7 Claims by Purchaser

Clause 7.1.1 is amended by deleting the words contained therein and inserting the following:

7.1.1 the total amount claimed exceeds 1% of the purchase price.

Notwithstanding the provisions of clauses 6 and 7 the parties expressly agree that any claim for compensation and/or any objection by the Purchaser may be deemed to be a requisition for the purposes of clause 8 entitling the Vendor to rescind this Contract.

8 Alterations

Each party authorises its licensed conveyancer or solicitor to make alterations to the Contract for Sale up until the date of the Contract and any such alterations will be binding on the party deemed to have authorised same and such alteration or annexure so added will form part of this Contract as if it was annexed prior to the Contract being executed.

9 Adjustment of Outgoings

Each party agrees that if on completion any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly calculated, they will forthwith upon being so required by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause will not merge on completion.

10 Sewer Diagram

The Vendor discloses that the sewer documents attached to the Contract comprise all documents provided by the sewer authority and the Vendor cannot state that these documents meet the requirements for the documents described on page 3 of the Contract. The Purchaser shall make no objection, requisition or claim for compensation in relation to any matters arising from this disclosure.

11 Electronic Transaction

- 11.1 This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- 11.2 Execution by either or both of the parties to the Contract of an email copy of this Contract and transmission by email of a copy of the Contract executed by that party to the other party or the other party's licenced conveyancer or solicitor shall constitute a valid and binding execution of this Contract by such party or parties.
- 11.3 For the purposes of the *Electronic Transactions Act 1999* (Cth) and *Electronic Transactions Act 2000* (NSW) each of the parties consents to receiving and sending the Contract electronically.
- 11.4 The provisions of this Contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement, but each party shall pay their own costs.
- 11.5 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this Contract relating to service of notices.
- 11.6 If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established on the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than three (3) working days after the initial electronic failure, unless otherwise agreed.

12 Requisitions on Title

For the purposes of clause 5, the Purchaser acknowledges and agrees that the only requisitions that the Purchaser may raise are the requisitions on title attached.

13 Strata Title Records

- 13.1 The Vendor discloses that the Strata Scheme is self-managed and the Strata Schemes Management Act has not been complied with to the extent that no bank accounts have been created in respect of a Capital Works Fund or Administration Fund.
- 13.2 The Vendor discloses that no strata title records are kept, no regular meetings held in respect of the Strata Scheme by the Owners Corporation and so far as the Vendor is aware, no levies or any other contributions are payable in respect to the unit other than strata insurance.
- 13.3 The Vendor is not in possession of any information relating to the Owners Corporation or Strata Scheme other than disclosed in this Contract.
- 13.4 The Vendor is not in a position to provide a Section 184 certificate under the Strata Schemes Management Act 2015 to the Purchaser, and, accordingly, the Purchaser shall not be required to request such order such certificate nor pay or provide for such certificate.

13.5 The Vendor will provide a copy of evidence of insurance in respect of the strata scheme for the year current at completion together with evidence of the premium paid for such insurance. The parties shall adjust the premium paid for the strata insurance on a unit entitlement basis as at the date of completion.

14 Residential Tenancies

(a) *Sale subject to existing tenancy*

- (i) The property is sold subject to the tenancy disclosed in this Contract (called "the tenancy").
- (ii) Between the date of this Contract and completion the Vendor agrees to comply with its obligations as landlord under the residential tenancy agreement and those entered into after the date of this Contract.

(b) *Vendor's warranties*

The Vendor warrants, in respect of the tenancy, that at the date of this Contract:

- (i) the tenancy is subsisting; and
- (ii) the tenant is not in arrears with the payment of rent payable under the residential tenancy agreement for a period exceeding fourteen (14) days from the due date for payment.

(c) *Apportionment of rent*

- (i) Rent shall be apportioned in accordance with Clause 14.1; and
- (ii) Rent which is payable for a period current at the date of completion but is unpaid at completion shall be apportioned on completion.

(d) *Transactions relating to tenancy*

- (i) The Vendor shall not, before completion:
 - (A) accept any surrender of tenancy before the expiry of the residential tenancy agreement;
 - (B) grant any new tenancy except as specified in paragraph (iv).
- (ii) The Purchaser is not entitled to object, make any claim or to terminate or rescind because the tenant shall vacate the premises occupied by them at the date of this Contract before completion:
 - (A) on expiry of the residential tenancy agreement;
 - (B) following lawful termination of the tenancy by the tenant or by the Vendor with the Purchaser's consent; or
 - (C) by abandoning the premises in repudiation of the lease.
- (iii) The Vendor shall not enter into any residential tenancy agreement for property which is vacant at the date of this Contract or shall have become vacant before completion, except with the consent of the Purchaser.
- (iv) If the property is or becomes vacant after the date of this Contract, the Vendor shall make reasonable endeavours to secure a tenant at the current market rent, for a tenancy of up to six (6) months and then periodical tenancy, and any prospective tenant shall be introduced to and approved by the Purchaser before a residential tenancy agreement is entered into.

(e) *Attornment*

On completion, the Vendor shall give to the Purchaser a notice of attornment addressed to the tenant advising them of the sale in accordance with section 76 of the *Residential Tenancies Act 2010* (NSW), which the Purchaser shall serve on the tenant promptly after completion.

- (f) *No merger*
This Special Condition shall not merge on completion.

15 Deposit payable by instalments

The purchaser may pay the deposit to the deposit holder in two (2) instalments as follows:

- (a) On the date of this Contract the sum of \$50,000.00; and
- (b) Balance of 5% of the agreed purchase price by 5.00pm on the next business day after the date of this Contract.

This is an essential term of this Contract.

16 Trustee warranty

- (a) If the Purchaser is a trustee then the Purchaser declares that:
 - (i) it is the sole trustee; and
 - (ii) it is not in breach of its obligations under the trust; and
 - (iii) it is or has a right to be the equal owner of the property to be sold pursuant to this Contract; and
 - (iv) it has the power and the authority to enter into this Contract.
- (b) If the Purchaser is a trustee then the Purchaser is liable under this Contract both personally and as trustee.
- (c) The Purchaser must ensure that up until completion:
 - (i) the Purchaser remains the sole trustee of the trust; and
 - (ii) the trust is not vested; and
 - (iii) the trustee's right of indemnity against the trust property is not reduced; and
 - (iv) the trust documents are not varied; and
 - (v) there is no delegation of trust power; and
 - (vi) any power of appointment is not exercised.

17 Guarantee

17.1 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.

17.2 The word *Guarantor* means:

_____ and

(being two of the directors of the Purchaser or, if the Purchaser is a sole director/secretary corporation, the sole director/secretary).

17.3 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.

17.4 In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Vendor:

- (a) payment of all money payable by the Purchaser under this contract; and
- (b) the performance of all of the Purchaser's other obligations under this Contract.

- 17.5 The Guarantor:
- (a) 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
 - (b) must pay on demand any money due to the Vendor under this indemnity.
- 17.6 The Guarantor is jointly and separately liable with the Purchaser to the Vendor for:
- (a) the performance by the Purchaser of its obligations under this Contract; and
 - (b) 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.
- 17.7 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.
- 17.8 If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.
- 17.9 The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:
- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (b) the release or discharge of any person;
 - (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (d) 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;
 - (e) payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (f) the winding up of the Purchaser.
- 17.10 This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- 17.11 This clause operates as a Deed between the Vendor and the Guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

in the presence of:

Signature

SIGNED SEALED & DELIVERED by

in the presence of:

Signature of Witness

Signature

Name of Witness



REQUISITIONS ON TITLE

VENDOR: Pifer Pty Ltd
PROPERTY: 70A Charlotte Street, Bangalow NSW 2479

All properties:

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the relevant responsible authorities and do the improvements comply with the requirements of those authorities?
4. Is the Vendor aware of anything that affects the use of the property that is not immediately apparent to the Purchaser on normal inspection?
5. Are there any advice, proposals, enquiries, notices, claims or disputes that might affect the property?
6. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?

If Strata/Community title:

7. Has the initial period expired?
8. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owner's corporation, the community, and precinct or neighbourhood associations.?



Title Search

Information
Provided
Through
Triconvey
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/SP96648

SEARCH DATE	TIME	EDITION NO	DATE
26/3/2026	9:16 PM	1	19/1/2018

LAND

LOT 1 IN STRATA PLAN 96648
AT BANGALOW
LOCAL GOVERNMENT AREA BYRON

FIRST SCHEDULE

PIFER PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96648
- 2 AM49140 MORTGAGE TO ROGER BRUCE GREEN & JULIA KAREN GREEN

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



Title Search

Information
Provided
Through
Triconvey
(Reseller)
Ph. 1300 064
452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96648

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/3/2026	9:16 PM	1	19/1/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96648
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BANGALOW
LOCAL GOVERNMENT AREA BYRON
PARISH OF BYRON COUNTY OF ROUS
TITLE DIAGRAM SP96648

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96648
ADDRESS FOR SERVICE OF DOCUMENTS:
70 CHARLOTTE STREET
BANGALOW
NSW 2479

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE
AT THE DATE OF REGISTRATION OF THE SCHEME
KEEPING OF ANIMALS - OPTION A HAS BEEN ADOPTED
SMOKE PENETRATION - OPTION A HAS BEEN ADOPTED
- 3 DP1214403 EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 4 DP1214403 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 5 DP1214403 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1214403 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (12) IN THE S.88B INSTRUMENT
- 7 DP1214403 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20)

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP96648

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20) (CONTINUED)

STRATA PLAN 96648

LOT	ENT	LOT	ENT
-----	-----	-----	-----

STRATA PLAN 96648

LOT	ENT	LOT	ENT
-----	-----	-----	-----

1	- 10	2	- 10
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NOTATIONS

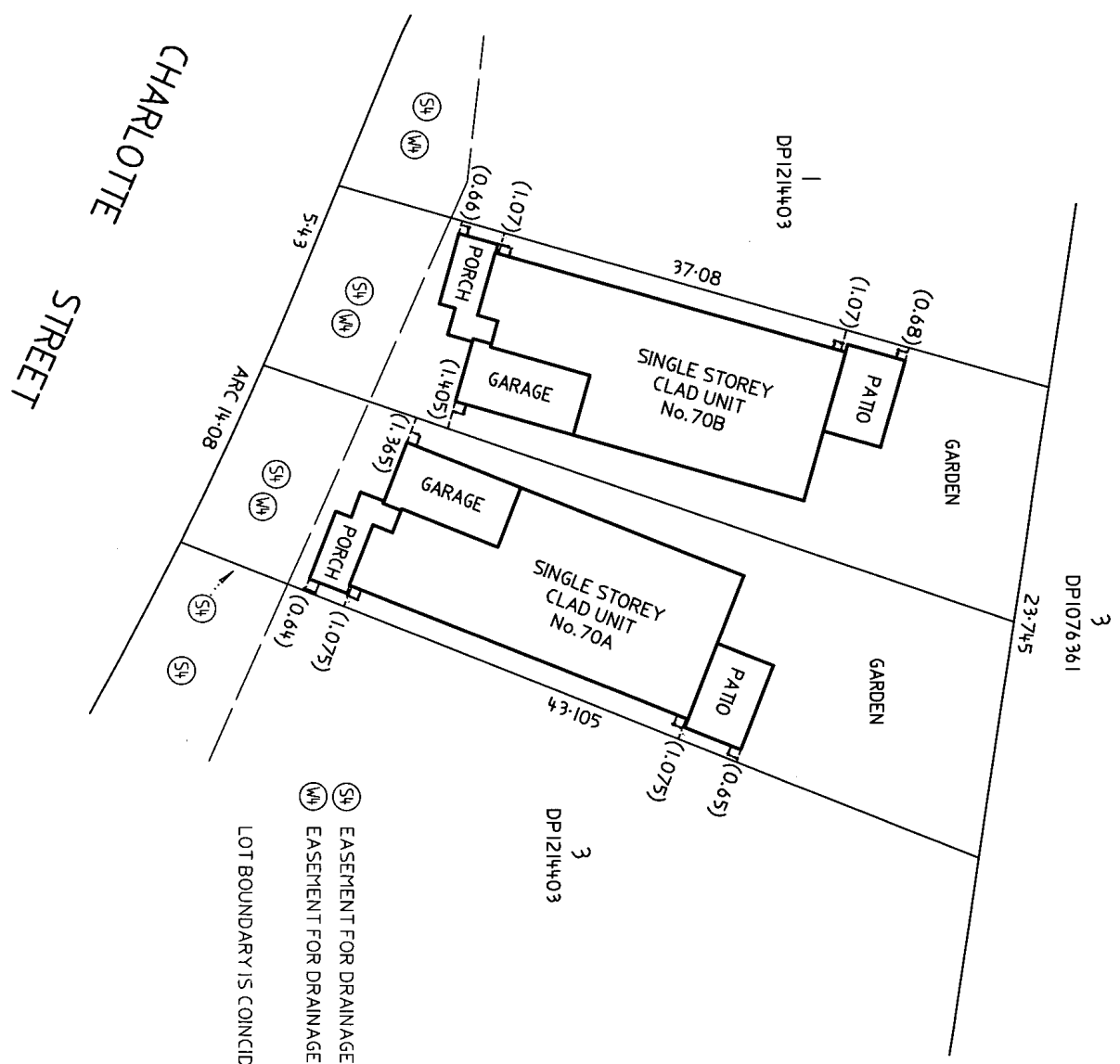
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

26120...

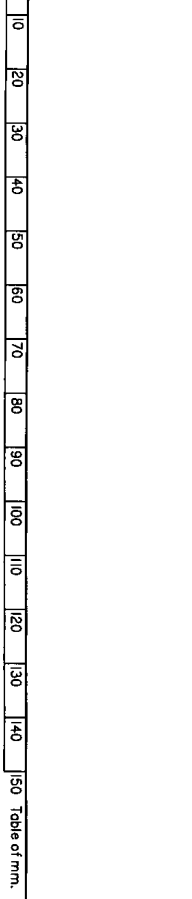
PRINTED ON 26/3/2026

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



- Ⓢ EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH (DP1214403)
 - Ⓢ EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP1214403)
- LOT BOUNDARY IS COINCIDENT WITH THE PARCEL BOUNDARY.




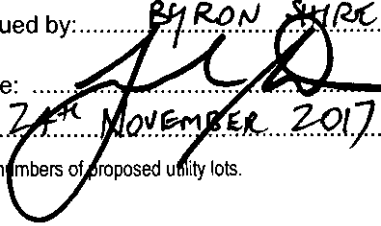
LOCATION PLAN




Surveyor: MICHAEL GEOFFREY ARNOLD
 Surveyor's Ref: 85001277
 Subdivision No: SC3027
 Lengths are in metres. Reduction Ratio 1:250

Registered
 19.1.2018

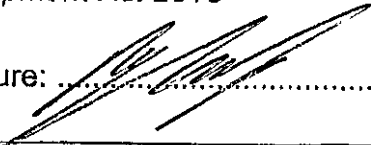
SP966648 P

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  19.1.2018	Office Use Only  SP96648 S	Office Use Only
PLAN OF SUBDIVISION OF LOT 2 IN DP1214403	LGA: BYRON Locality: BANGALOW Parish: BYRON County: ROUS	
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents 70, CHARLOTTE STREET, BANGALOW, NSW 2479 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by-laws lodged with the plan.	
<p style="text-align: center;">Surveyor's Certificate</p> I, <u>MICHAEL G ARNOLD</u> of <u>PO BOX 2774 BURLEIGH DC Q 4220</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I, <u>GORDON WREN</u> being an Accredited Certifier, accreditation number <u>BB0447</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.	
Signature:  Date: <u>22/11/2017</u> Surveyor ID: <u>8387</u> Surveyor's Reference: 85001277 ^ Insert the deposited plan number or dealing number of the instrument that created the easement	Certificate Reference: <u>SC 3027</u> Relevant Planning Approval No.: <u>10, 2016, 774</u> issued by: <u>BYRON SHIRE COUNCIL</u> Signature:  Date: <u>21 NOVEMBER 2017</u> ^ Insert lot numbers of proposed utility lots.	

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
Registered:  19.1.2018	Office Use Only	Only
SP96648		

VALUER'S CERTIFICATE


I, Martin Gooley being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 24 October 2017

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT
1	10
2	10
TOTAL	20


SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
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Office Use Only	Office Use Only
Registered:  19.1.2018	SP96648

This sheet is for the provision of the following information as required:

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

Executed by Pifer Pty Ltd
ACN 165 180 763 pursuant to
section 127 of the Corporations Act 2001


Roger Bruce Green
Sole Director / Secretary


Roger Bruce Green

Julia Karen Green

Strata Schemes Management Regulation 2016

Current version for 1 April 2026 to date (accessed 3 April 2026 at 8:44)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note.

These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation—
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must—
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation—

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

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

Note.

Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must—
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the [Disability Discrimination Act 1992](#) of the Commonwealth.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier—

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note.

Select option A or B. If no option is selected, option A will apply.

Option A

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

(2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Option B

(1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except—

(a) in an area designated as a smoking area by the owners corporation, or

(b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

(3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law—
washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must—
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(9) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must—

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(5) In this by-law—

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified—

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

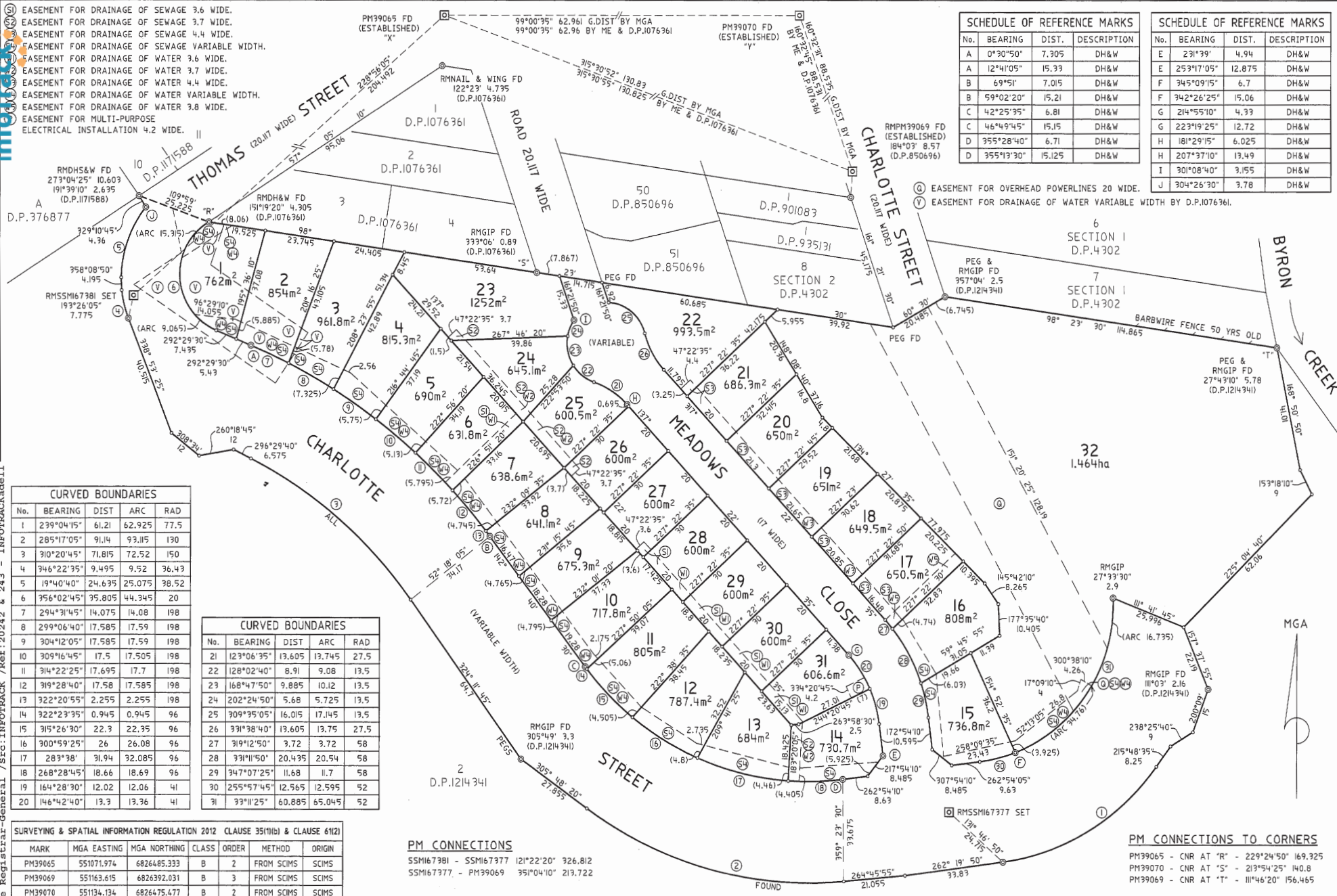
(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.



- EASEMENT FOR DRAINAGE OF SEWAGE 3.6 WIDE.
- EASEMENT FOR DRAINAGE OF SEWAGE 3.7 WIDE.
- EASEMENT FOR DRAINAGE OF SEWAGE 4.4 WIDE.
- EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH.
- EASEMENT FOR DRAINAGE OF WATER 3.6 WIDE.
- EASEMENT FOR DRAINAGE OF WATER 3.7 WIDE.
- EASEMENT FOR DRAINAGE OF WATER 4.4 WIDE.
- EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH.
- EASEMENT FOR DRAINAGE OF WATER 3.8 WIDE.
- EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE.

SCHEDULE OF REFERENCE MARKS			
No.	BEARING	DIST.	DESCRIPTION
A	0°30'50"	7.305	DH&W
A	12°41'05"	15.33	DH&W
B	69°51'	7.015	DH&W
B	59°02'20"	15.21	DH&W
C	42°25'35"	6.81	DH&W
C	46°49'45"	15.15	DH&W
D	35°52'40"	6.71	DH&W
D	35°13'30"	15.125	DH&W

SCHEDULE OF REFERENCE MARKS			
No.	BEARING	DIST.	DESCRIPTION
E	231°39'	4.94	DH&W
E	253°17'05"	12.875	DH&W
F	345°09'15"	6.7	DH&W
F	342°26'25"	15.06	DH&W
G	214°55'10"	4.33	DH&W
G	223°19'25"	12.72	DH&W
H	181°29'15"	6.025	DH&W
H	207°37'10"	13.49	DH&W
I	301°08'40"	3.15	DH&W
J	304°26'30"	3.78	DH&W



CURVED BOUNDARIES				
No.	BEARING	DIST	ARC	RAD
1	239°04'15"	61.21	62.925	77.5
2	285°17'05"	91.14	93.115	130
3	310°20'45"	71.815	72.52	150
4	346°22'35"	9.495	9.52	36.43
5	19°40'40"	24.635	25.075	38.52
6	356°02'45"	35.805	44.345	20
7	294°31'45"	14.075	14.08	198
8	299°06'40"	17.585	17.59	198
9	304°12'05"	17.585	17.59	198
10	309°16'45"	17.5	17.505	198
11	314°22'25"	17.695	17.7	198
12	319°28'40"	17.58	17.585	198
13	322°20'55"	2.255	2.255	198
14	322°23'35"	0.945	0.945	96
15	315°26'30"	22.3	22.35	96
16	300°59'25"	26	26.08	96
17	283°38'	31.94	32.085	96
18	268°28'45"	18.66	18.69	96
19	164°28'30"	12.02	12.06	41
20	146°42'40"	13.3	13.36	41

CURVED BOUNDARIES				
No.	BEARING	DIST	ARC	RAD
21	123°06'35"	13.605	13.745	27.5
22	128°02'40"	8.91	9.08	13.5
23	168°47'50"	9.885	10.12	13.5
24	202°24'50"	5.68	5.725	13.5
25	309°35'05"	16.015	17.145	13.5
26	331°38'40"	13.605	13.75	27.5
27	319°12'50"	3.72	3.72	58
28	331°11'50"	20.435	20.54	58
29	347°07'25"	11.68	11.7	58
30	255°57'45"	12.565	12.595	52
31	33°11'25"	60.885	65.045	52

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b) & CLAUSE 61(2)						
MARK	MGA EASTING	MGA NORTHING	CLASS	ORDER	METHOD	ORIGIN
PM39065	551071.974	6826485.333	B	2	FROM SCIMS	SCIMS
PM39069	551163.615	6826392.031	B	3	FROM SCIMS	SCIMS
PM39070	551134.134	6826475.477	B	2	FROM SCIMS	SCIMS
SSM167377	551196.78	6826180.98	-	-	CAD	TRAV
SSM167381	550917.854	6826351.05	-	-	CAD	TRAV

MGA Co-ordinates adopted from SCIMS as at 1ST JULY 2015
 COMBINED SCALE FACTOR = 0.999916 Zone 56.

PM CONNECTIONS		
SSM167381 - SSM167377	121°22'20"	326.812
SSM167377 - PM39069	351°04'10"	213.722

Surveyor: SCOTT ANTHONY THOMPSON
 Date of Survey: 2ND JULY 2015
 Surveyor's Ref: 2877a1 CHECKLIST

PLAN OF SUBDIVISION OF LOT 1 D.P.1214341

LGA: BYRON
 Locality: BANGALOW
 Subdivision No: 43/15
 Lengths are in metres. Reduction Ratio 1:800

Registered
 27.11.2015




Req:R970735 /Doc:DP 1214403 P /Rev:30-Nov-2015 /NSW LRS /Pgs:ALL /Prt:17-Nov-2020 12:04 /Seq:1 of 4
 Office of the Registrar-General /Src:INFOTRACK /Ref:20242 & 243 - INFOTRACKadell

10	20	30	40	50	Table of mm	80	90	100	110	120	130	140
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DEPOSITED PLAN ADMINISTRATION SHEET

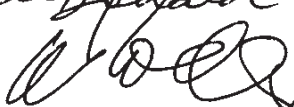
Sheet 2 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  27.11.2015</p> <p>PLAN OF SUBDIVISION OF LOT 1 D.P. 1214341</p> <p>Subdivision Certificate number: <u>43/15</u></p> <p>Date of Endorsement: <u>8.10.2015</u></p>	<p>Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1214403</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) SSI Regulation 2012 • Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919. • Signatures and seals - see 195D Conveyancing Act 1919. • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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STREET ADDRESSES OF ALL LOTS ARE NOT AVAILABLE.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964,
IT IS INTENDED TO CREATE:

- 1/ EASEMENT FOR DRAINAGE OF SEWAGE 3.6 WIDE.
- 2/ EASEMENT FOR DRAINAGE OF SEWAGE 3.7 WIDE.
- 3/ EASEMENT FOR DRAINAGE OF SEWAGE 4.4 WIDE.
- 4/ EASEMENT FOR DRAINAGE OF SEWAGE VARIABLE WIDTH.
- 5/ EASEMENT FOR DRAINAGE OF WATER 3.6 WIDE.
- 6/ EASEMENT FOR DRAINAGE OF WATER 3.7 WIDE.
- 7/ EASEMENT FOR DRAINAGE OF WATER 3.8 WIDE.
- 8/ EASEMENT FOR DRAINAGE OF WATER 4.4 WIDE.
- 9/ EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH.
- 10/ EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE.
- 11/ EASEMENT FOR OVERHEAD POWERLINES 20 WIDE.
- 12/ RESTRICTION AS TO USER.
- 13/ RESTRICTIONS AS TO USER.

Guy D'Amico

 GARY ALEXANDER McDONALD
 GARY ALEXANDER McDONALD
 DIRECTOR
 KEVIN McMASTER DIRECTOR
 KEVIN McMASTER DIRECTOR
 FOR SINGAPORE PROPERTY
 INVESTMENT PTY. LIMITED ACN 164838331

If space is insufficient use additional annexure sheet.

PLAN FORM DA (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION
OF LOT 1 D.P. 1214341

DP1214403

Office Use Only

Registered: 27.11.2015



Office Use Only

Subdivision Certificate No.:

43/15

Date of Endorsement:

8.10.2015

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 2877a/1 CHECKLIST

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919¹

(Sheet 1 of 7 Sheets)



DP1214403 B

Plan of subdivision of lot 1 DP1214341 covered by subdivision certificate 43/15 dated 8.10.2015

Full name and address of owner of the land:

Bangalow Property Investments Pty Ltd ACN 164 838 331
 Suite 605/22 Market Street,
 Sydney, NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. ²	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for drainage of sewage 3.6 wide	6, 27, 28, 29, 30, 31	Byron Shire Council
2	Easement for drainage of sewage 3.7 wide	14, 23, 24, 25, 26	Byron Shire Council
3	Easement for drainage of sewage 4.4 wide	17, 18, 19, 20, 21, 22	Byron Shire Council
4	Easement for drainage of sewage variable width	1,2,3,4,5,6,7,8, 9,10,11,12,13, 14,15,16, 32	Byron Shire Council
5	Easement for drainage of water 3.6 wide	6 28 29 30 31	4-12, 23-26 inclusive 27 27, 28 27-29 inclusive 27-30 inclusive
6	Easement for drainage of water 3.7 wide	14 24 25	13 & 27-31 inclusive 23, 25, 26 26
7	Easement for drainage of water 3.8 wide	17	32
8	Easement for drainage of water 4.4 wide	18 19	19, 20 20
9	Easement for drainage of Water variable width	1 2 5 6	2, 3 (1-4 in DP1076361) 3 4 4 & 5

*Guip...
 [Signature]*

[Signature]

DP1214403

Plan of subdivision of lot 1 DP1214341
covered by subdivision certificate 43/15
dated 8.10.2015

		7	8-12 inclusive
		8	9-12 inclusive
		9	10-12 inclusive
		10	11, 12
		11	12
		32	15
10	Easement for multi-purpose electrical installation 4.2 wide	31	Essential Energy
11	Easement for overhead power lines 20 wide	32	Essential Energy
12	Restriction as to user	1-15 inclusive	Byron Shire Council
13	Restrictions as to user	1-31 inclusive	1-31 inclusive

PART 2 (Terms)

1. Terms of easement, profit à prendre, restriction, or positive covenant numbered 1-4 in the plan:

Terms of easement for sewer gravity main 3.6 wide, 3.7 wide, 4.4 wide and variable width referred to in the abovementioned plan.

- (a) Full and free right and liberty to the Council, its servants, agents or contractors together with implements and machinery to enter upon the land to lay, maintain, alter, enlarge or duplicate pipes, manholes, junctions and sidelines.
- (b) The Council shall be responsible for the cost of any work in connection with the construction, maintenance, alteration, enlargement or duplication of any pipes, manholes, junctions or sidelines. Such responsibility shall not extend to any damage caused to the pipeline and/or structures as a direct consequence of the actions of the landowner or his/her agents. Such damages shall be repaired at the owner's expense.
- (c) The registered proprietor of the land or his/her agent shall not plant any trees or shrubs within the area noted as any easement for sewer main.
- (d) The registered proprietor shall not erect, construct or place upon the land burdened any building, outbuilding, garden shed or other structure whatsoever. The Director, Water and Recycling Management Services may approve construction of outbuildings of light construction erected on a removable concrete or clay paving slabs which could be removed for maintenance or replacement of the pipeline.



DP1214403

Plan of subdivision of lot 1 DP1214341
covered by subdivision certificate 43/15
dated 8.10.2015

- (e) Council will take all reasonable precautions to ensure as little disturbance as possible occur to the land burdened and will restore that surface as near as practicable to its original condition. This shall extend to any disturbance caused to land adjoining the easement.
- (f) If a term or condition of this instrument is or becomes invalid or unenforceable, the remaining terms and conditions shall be valid to the fullest extent permitted by law.

Name of Authority empowered to release, vary or modify easement, restriction or positive covenant numbered 1-4 in the plan:

Byron Shire Council

2. Terms of easement, profit à prendre, restriction, or positive covenant numbered 5-9 in the plan:

Easement for drainage water.

Name of person empowered to release, vary or modify easement, restriction or positive covenant numbered 5-9 in the plan:

The registered proprietors for the time being of the land benefitted.

3. Terms of easement, profit à prendre, restriction, or positive covenant numbered 10 in the plan:

Easement for multi-purpose electrical installation 4.2 wide the terms of which are set out in Part C of Memorandum AG189384 as registered at LPI.

Name of Authority empowered to release, vary or modify easement, restriction or positive covenant numbered 10 in the plan:

Essential Energy

4. Terms of easement, profit à prendre, restriction, or positive covenant numbered 11 in the plan:

Easement for overhead power lines 20 wide the terms of which are set out on Part A of Memorandum AG189384 as registered at LPI.

Name of Authority empowered to release, vary or modify easement, restriction or positive covenant numbered 11 in the plan:

Essential Energy



DP1214403

Plan of subdivision of lot 1 DP1214341
covered by subdivision certificate 43/15
dated 8.10.2015

5. Terms of easement, profit á prendre, restriction, or positive covenant numbered 12 in the plan:

No building shall be erected on a Lot with a habitable floor level below the Council specified Flood Planning Level for the Lot.

Name of Authority empowered to release, vary or modify easement, restriction or positive covenant numbered 12 in the plan:

Byron Shire Council

6. Terms of easement, profit á prendre, restriction, or positive covenant numbered 13 in the plan:

(a) No building shall be erected or permitted to remain on any lot burdened having a roof of unpainted corrugated tin or iron or steel PROVIDED HOWEVER that this clause shall not preclude the use of pre-finished colour-bond, non-reflective, non-flat metal material.

(b) No main roof of any building shall be permitted having pitch of less than 25 degrees to the horizontal.

(c) No existing building of any age in excess of one year shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened. Any building erected on any lot shall be constructed of new materials. Notwithstanding the foregoing, a Queenslander style house of suitable size and design may be moved onto any lot PROVIDED HOWEVER the classification of such a house as a Queenslander shall be in the absolute and unfettered discretion of Bangalow Property Investments Pty Limited ("Bangalow") or any person nominated by them and provided that:-

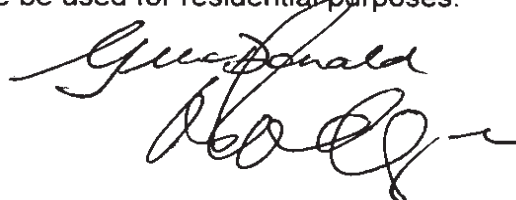
(i) Bangalow is first provided with straight-on photographs of each side of such house with plans of all proposed alterations and/or additions to the house, AND

(ii) the registered proprietor provides to Bangalow or its nominated agent a written undertaking to complete the works in accordance with the plans having first been approved by Bangalow;

(iii) a bond is lodged with Bangalow or its nominated agent for not less than ten thousand dollars (\$10,000.00) to ensure that the exterior of the house is restored to its original condition within four (4) months of the date of arrival of the house on the site: AND

(iv) the perimeter of the house under the ground floor is enclosed with lattice-work or battens.

(d) No structure of a temporary character or any other outbuilding shall be placed upon any lot except during the construction of a building approved by Byron Shire Council and at no time shall same be used for residential purposes.



DP1214403

Plan of subdivision of lot 1 DP1214341
covered by subdivision certificate 43/15
dated 8.10.2015

and motor lorry but does not include motor cars or station wagons constructed principally for the conveyance of persons.

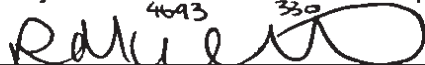
- (o) No animals, livestock or poultry of any kind shall be raised bred or kept upon the subject land or any part thereof, except a maximum of two (2) dogs, two (2) cats and/or two (2) other household pets may be kept provided these are not kept, bred or maintained for any commercial purpose.

Name of party empowered to release, vary or modify easement, restriction or positive covenant numbered 13 in the plan.

Bangalow Property Investments Pty Limited ACN164 838 331

The instrument should be signed in accordance with Item 9 Schedule 4 Conveyancing (General) Regulation 1998.

EXECUTED BY ESSENTIAL ENERGY
by its duly appointed attorney under power of attorney Book ⁴⁶⁴³4641 No. ³³⁰640 in the presence of


 Signature of witness **RAELENE MYERS**
 JP202504
 35 Grant Street
 Port Macquarie 2444

Name of witness

Address of witness



Signature of attorney
 Tony Leahy
 Manager Property, Fleet, Procurement & Logistics
 Essential Energy
 Name and title of attorney


Signature of attorney

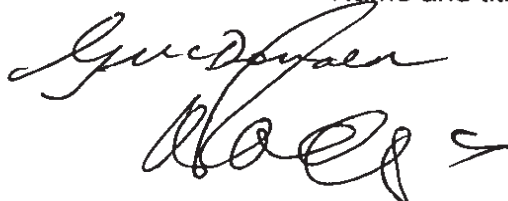
Name and title of attorney

EXECUTED BY BYRON SHIRE COUNCIL
by its authorised officer in the presence of:


 Signature of witness

VICKI MARIE VIEL
 Name of witness


 Signature of authorised officer
JEFFREY ALAN BEGOVIC
DEVELOPMENT ENGINEER
 Name and title of authorised officer

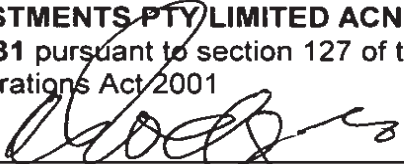



DP1214403

Plan of subdivision of lot 1 DP1214341
covered by subdivision certificate 43/15
dated 8.10.2015

CF-BYRON SHIRE COUNCIL
Address of witness

**EXECUTED BY BANGALOW PROPERTY
INVESTMENTS PTY LIMITED ACN 164
838 331** pursuant to section 127 of the
Corporations Act 2001


Signature of authorised person
Kevin McMaster Rodgers
Director


Signature of authorised person
Gary Alexander McDonald
Director

¹ The Instrument heading setting out the terms etc should only be shown on Sheet 1.

² Where the easement is limited in stratum, reference should be included in the intention panel of the plan and the easement statement in Part 1 of the Section 88B Instrument.

REGISTERED



27.11.2015

Certificate No: 20260483
Date: 31/03/2026
Receipt No: BSCCERT-16935
Your Reference: 26120



InfoTrack
ecertificates@infotrack.com.au

**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7(2) ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979**

Property: 70A Charlotte Street BANGALOW 2479
Description: LOT: 1 SP: 96648
Parish: Byron
County: Rous
Parcel No: 269057

1 Names of relevant planning instruments and DCPs

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

Byron Local Environmental Plan 2014

State Environmental Planning Policies – refer to Annexure 1

Byron Shire Development Control Plan (DCP) 2014

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

Draft State Environmental Planning Policies – refer to Annexure 1

Planning Proposals – refer to Annexure 2.

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)”,
- (b) the purposes for which development in the zone —
 - (iii) may be carried out without development consent, and
 - (iv) may not be carried out except with development consent, and
 - (v) is prohibited.
- (c) whether additional permitted uses apply to the land,
- (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,
- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,
- (f) whether the land is in a conservation area, however described,
- (g) whether an item of environmental heritage, however described, is situated on the land.

BYRON LOCAL ENVIRONMENTAL PLAN 2014

2(a) – (b) Land zoning & permissibility of development

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Environmental protection works; Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Dual occupancies; Dwelling houses; Group homes; Health consulting rooms; Home industries; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Secondary dwellings; Seniors housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works;

Entertainment facilities; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Residential care facilities; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wharf or boating facilities; Wholesale supplies

Regard must be had for other clauses in Byron Local Environmental Plan 2014, which may affect the purpose for which development may be carried out.

2(c) No additional permitted uses apply to the land.

2(d) The dimensions of the land have no bearing as to whether or not a dwelling-house may be erected on the land. Further information in regard to whether a dwelling-house is permissible with the consent of council is contained in Section 10.7(5) of this certificate (if applied for).

2(e) The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*

2(f) The land is not in a conservation area

2(g) An item of environmental heritage is not situated on the land

3 Contributions

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

(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 region is identified.

(3) If the land is in a special contributions 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.

(1) Applications lodged after 21 November, 2001 and prior to 1 January 2013 are subject to contributions levied in accordance with the Byron Shire Council Section 94 Development Contributions Plan 2005 (incorporating Amendment No 1) for community

facilities, open space, roads, car parking, cycleways, civic and urban improvements, shire support facilities and administration. The Byron Shire Council Section 94 Development Contributions Plan 2005 (incorporating Amendment No 1) remains in force for the purposes of collection of contributions levied under its terms.

Applications lodged after 1 January 2013 are subject to contributions levied in accordance with the Byron Shire Developer Contributions Plan 2012 (Amendment No 2). The plan is split into two parts, Part A being the Byron Section 94 plan that applies to all residential development and Part B being the Byron Section 94A plan that applies to all non residential development.

- (2) The land is not in a region within the meaning of the Act, Division 7.1, Subdivision 4.
- (3) The land is not in a special contributions area to which a continued 7.23 determination applies.

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

Complying development under General Housing Code

Complying development may be carried out on any part of the land.

Complying development under Low Rise Housing Diversity Code

Complying development generally may be carried out on any part of the land due to the zoning of the land (please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – Part 3B Low Rise Housing Diversity Code for specific requirements).

Complying development under Pattern Book Development Code

Complying development generally may be carried out on any part of the land due to the zoning of the land (please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – Part 3BA Pattern Book Development Code for specific requirements).

Complying development under the Greenfield Housing Code

Complying development may not be carried out on any part of the land due to the land not being within the Greenfield Housing Code Area.

Note:

From 6 July 2021 Complying Development on Greenfield Housing sites may only take place under the Greenfield Housing Code and not the Housing Code.

Complying development under the Rural Housing Code

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the Agritourism and Farm Stay Accommodation Code

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the Industrial and Business Buildings Code

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the Container Recycling Facilities Code

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the General Development Code and Housing Alterations Code

Complying development may be carried out on any part of the land.

Complying development under the Industrial & Business Alterations Code, Subdivision Code, Demolition Code and Fire Safety Code

Complying development may be carried out on any part of the land.

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

Exempt development may be carried out on the land.

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*

- (1) The council is not aware of any affected building notice (within the meaning of Part 4 of the *Building Products (Safety) Act 2017*) that is in force with respect to the land.
- (2) Council is not aware of any outstanding notice of intention to make a building product rectification (within the meaning of the *Building Products (Safety) Act 2017*) having been given with respect to the land.

7 Land reserved for acquisition

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.

BYRON LOCAL ENVIRONMENTAL PLAN 2014

No provision is made for acquisition of the land.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT

Not applicable.

8 Road widening and road realignment

Whether the land is affected by any road widening or road realignment under—

(a) Division 2 of Part 3 of the *Roads Act 1993*, or

Not affected

(b) any environmental planning instrument, or

Not affected

(c) any resolution of the council

Not affected

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.**

It is undetermined if the land or part of the land is within the flood planning area and subject to flood related development controls.

- (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.**

It is undetermined if the land or part of the land is between the flood planning area and the probable maximum flood boundaries and subject to flood related development controls.

- (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.

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 land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.**

- (2) **In this section—**

adopted policy means a policy adopted—

(a) **by the council, or**

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

- (a) The land is affected by a policy adopted by the council or another public authority and notified to the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soil and any other risk (other than flooding) known as:

Contaminated Land Management Policy 2024.

- (b) The land is not affected by a policy adopted by another public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soil and any other risk (other than flooding).

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.**

None of the land is bush fire prone land.

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.

The land does not include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

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*.

The land is not proclaimed to be a mine subsidence district.

14 Paper subdivision information

- (1) **The name of a development plan adopted by a relevant authority that —**
 - (a) **applies to the land, or**
 - (b) **that is proposed to be subject to a ballot.**
- (2) **The date of any subdivision order that applies to the land.**

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

- (1) Not applicable.
- (2) Not applicable.

15 Property vegetation plans

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.

A property vegetation plan under the *Native Vegetation Act 2003* or private native forestry plan under the *Local Land Services Act 2013* does not apply to the land.

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*

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

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).

An order under the *Trees (Disputes Between Neighbours) Act 2006* has not been made.

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.**

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.

Council is not aware of such a consent.

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 Policy, clause 19, 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.

State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to the land.

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).

Council is not aware of any development consent conditions under *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 that would apply to the land

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.

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

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

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

(1) Council is not aware of any current site compatibility certificate (affordable rental housing) in respect of proposed development on the land.

(2) No terms referred to in clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* have been imposed as conditions of consent to a development application in respect of the land

(3) No terms referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* have been imposed as conditions of consent to a development application in respect of the land.

23 Water or sewerage services

Whether water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

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.

Council is not aware of any water or sewerage services provided to the land under the *Water Industry Competition Act 2006*.

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.

The land is not in a special entertainment precinct.

25 Interim development in future infrastructure corridors

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

State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A does not apply to the land.

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

- (a) that the land to which the certificate relates is significantly contaminated – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
 - (b) that the land to which the certificate relates is subject to a management order – if it is subject to such an order at the date when the certificate is issued,
 - (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal – if it is the subject of such an approved proposal at the date when the certificate was issued,
 - (d) that the land to which the certificate relates is subject to an ongoing maintenance order – if it is subject to such an order at the date when the certificate is issued,
 - (e) that the land to which the certificate relates is the subject of a site audit statement - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.
- (a) The land (or part of the land) is **not** significantly contaminated as at the date this certificate is issued.
 - (b) The land is **not** subject to a management order as at the date this certificate is issued.

- (c) The land **is not** the subject of an approved voluntary management proposal as at the date this certificate is issued.
- (d) The land **is not** subject to an ongoing maintenance order as at the date this certificate is issued.
- (e) The land **is not** the subject of a site audit statement as at the date this certificate is issued.

Note: Absence of notification from the EPA under Section 59 of the Contaminated Land Management Act 1997 does not necessarily mean that the land is not subject to some type of contamination

The answer given above only relates to "significantly contaminated" land as defined under the Contaminated Land Management Act 1997. If Council holds sufficient information about whether or not land is contaminated land (as defined under Schedule 6 of the Environmental Planning and Assessment Act 1979), this information will be given in the 10.7(5) certificate

Any statement made or information given in this certificate does not relieve the property owner of obtaining Council's approval required under the Local Government Act 1993, the Environmental Planning & Assessment Act 1979 as amended, or any other Act.

For information relating to Dwelling Entitlement, Contaminated Land, Burials on Private Land, Biodiversity Conservation Agreements, Affordable Housing Contribution Scheme, Voluntary House Purchase Scheme or Registered Planning Agreement please apply for a Section 10.7(2)&(5) Certificate to confirm if any of these matters apply to the land.

Mark Arnold
General Manager



Per

**State Environmental Planning Policies and Draft State Environmental Planning Policies
applicable to land within Byron Shire**

SEPP TITLE	LAND AFFECTED
State Environmental Planning Policy (Resilience and Hazards) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Biodiversity and Conservation) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Industry and Employment) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy No 65 — Design Quality of Residential Apartment Development	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Building Sustainability Index: Basix) 2004	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Resources and Energy) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Transport and Infrastructure) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Planning Systems) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Primary Production) 2021	Applies to the State (unless otherwise noted in the SEPP)
State Environmental Planning Policy (Housing) 2021	Applies to the State (unless otherwise noted in the SEPP) ¹
State Environmental Planning Policy (Sustainable Buildings) 2022	Applies to the State (unless otherwise noted in the SEPP)

¹ **State Environmental Planning Policy (Housing) 2021: Section 112 Exempt development — non-hosted short-term rental accommodation** provisions for Byron Shire local government area (LGA)

Under the exempt development pathway for STRA, [State Environmental Planning Policy \(Housing\) 2021](#) prescribes a 60-day non-hosted STRA cap for most of Byron Shire LGA, with the exception of two 365-day mapped precincts in and around Byron Bay Town Centre and at Brunswick Heads. These 365-day precincts [are mapped in the Housing SEPP](#)

The 60-day non-hosted STRA cap provisions came into effect on 23 September 2024 and include a maximum 12-month transition period for the community and industry to prepare, depending on the STRA property's registration date.

The new 60-day non-hosted STRA cap applies to:

- all new registrations from 23 September 2024
- existing STRA dwellings from the next renewal date that takes place on or after 23 September 2024.

These provisions apply to all non-hosted STRA dwellings located outside of the two 365-day mapped precincts.

**DRAFT STATE ENVIRONMENTAL PLANNING POLICIES PLACED ON EXHIBITION
PURSUANT TO SCHEDULE 2(1)(2) OF THE ENVIRONMENTAL PLANNING & ASSESSMENT
REGULATION 2021**

**DRAFT LOCAL ENVIRONMENTAL PLAN/S AND DRAFT DEVELOPMENT CONTROL PLAN/S
No/S PLACED ON EXHIBITION PURSUANT TO SCHEDULE 2(1)(2) OF THE
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

26.2024.7.1 – Amendment to Byron LEP 2014 - Planning Proposal relating to 32 Grays Lane Tyagarah. The objective of this planning proposal is to permit a dwelling on the site with development consent. There is an existing unauthorised dwelling on the site and the site does not have a dwelling entitlement.

26.2021.4.1 – Amendment to Byron LEP 2014 - Planning Proposal to rezone land at 268 Ewingsdale Road, Byron Bay from RU2 Rural Landscape to E4 General Industrial, C2 Environmental Conservation and C3 Environmental Management.

26.2025.4.1 – Amendment to Byron LEP 2014 – Planning Proposal comprising a number of policy related and mapping amendments. The amendments are generally ‘housekeeping’ in nature and address several unrelated parts of the LEP. The objective of this planning proposal is to ensure that planning controls are current, correct and fit for purpose to meet community expectations. The proposal includes the following heritage items: A new heritage item, an historic timber cottage will apply to Part Lot 86 DP 755722 for heritage item I196, A new heritage item, an historic farmhouse will apply to Part of Lot 2 DP 869145 for new heritage item I198, A new heritage item will apply to: Lots 12 & 13 DP 6041 for heritage item I197. The Planning proposal is on exhibition until March 8 2026.

Proposed amendments to the DCP 2014 Chapters D1-D4 seek to include an All-Electric Development (No Gas) requirement for new buildings in the Shire.

Draft DCP Chapter for the Former Mullumbimby Hospital Site - the proposed amendments to the DCP 2014 include a Draft Chapter E12 which seeks to provide site-specific provisions for the land identified as the Former Mullumbimby Hospital Site, 1-3 Azalea Street Mullumbimby.



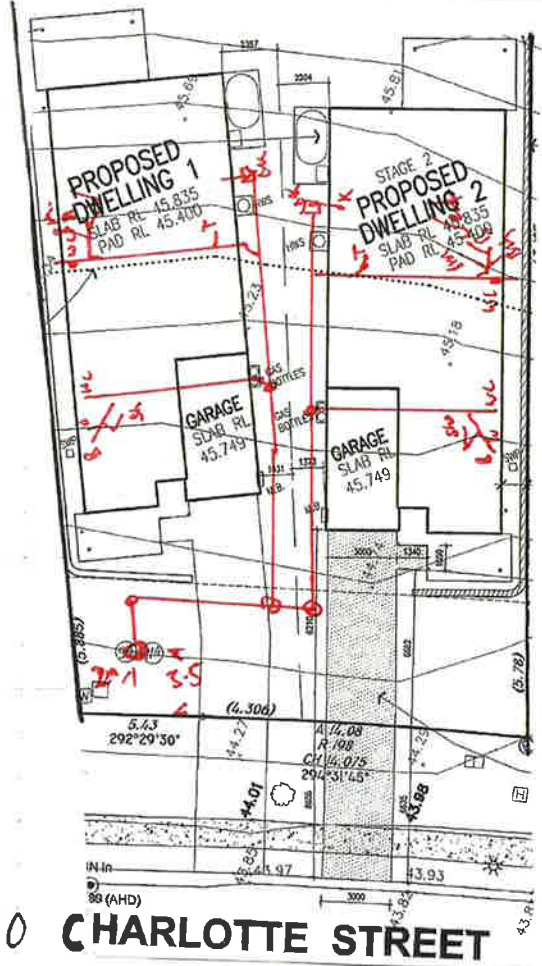
Fair Trading

SEWER SERVICE DIAGRAM

House Number and Address		Lot and DP	
70 Charlotte Street BANGALOW 2479		LOT: 2 DP: 1214403 Lot 0 SP 96648	
Parcel No: 267886 269056		Nearest Cross Street	
LICENCE NO:	215417C	SCALE:	NTS
NAME:	DORRIS PLUMBING	CoC NO:	
SIGNATURE:	<i>[Signature]</i>	DATE:	10/10/17

	Boundary Trap	AAV	Air Admittance Valve	BS	Sink (bar)		Chr	Chamber
	Inspection Shaft	H	Basin	(L)	Trough Laundry		Plt	Pit
	Inspection Opening	Bth	Bath Waste	WC	Water Closet		G	Grease Interceptor
	Gully	Bid	Bidet	Vert	Vertical Pipe			Pump Unit
	FW	CO	Clean Out	WS	Waste Stack		OTS	Onsite Treatment System
	Vertical Junction	FW	Floor waste Gully	SVP	Sewer Vent Pipe		R	Reflux Valve
	Sloped Junction	Shr	Shower	V	Vent Pipe		X	Sealed Capped Point
	On back Junction	S	Sink (kitchen)	IPMF	Induct Pipe Mica Flap		Prov	Provisional (future) drain point

NOTE Further acceptable abbreviations may be used as identified in AS/NZS 3500.2.2003 Sanitary Plumbing and Drainage Table 6.1 and OFT Sewer Service Diagram Requirements.

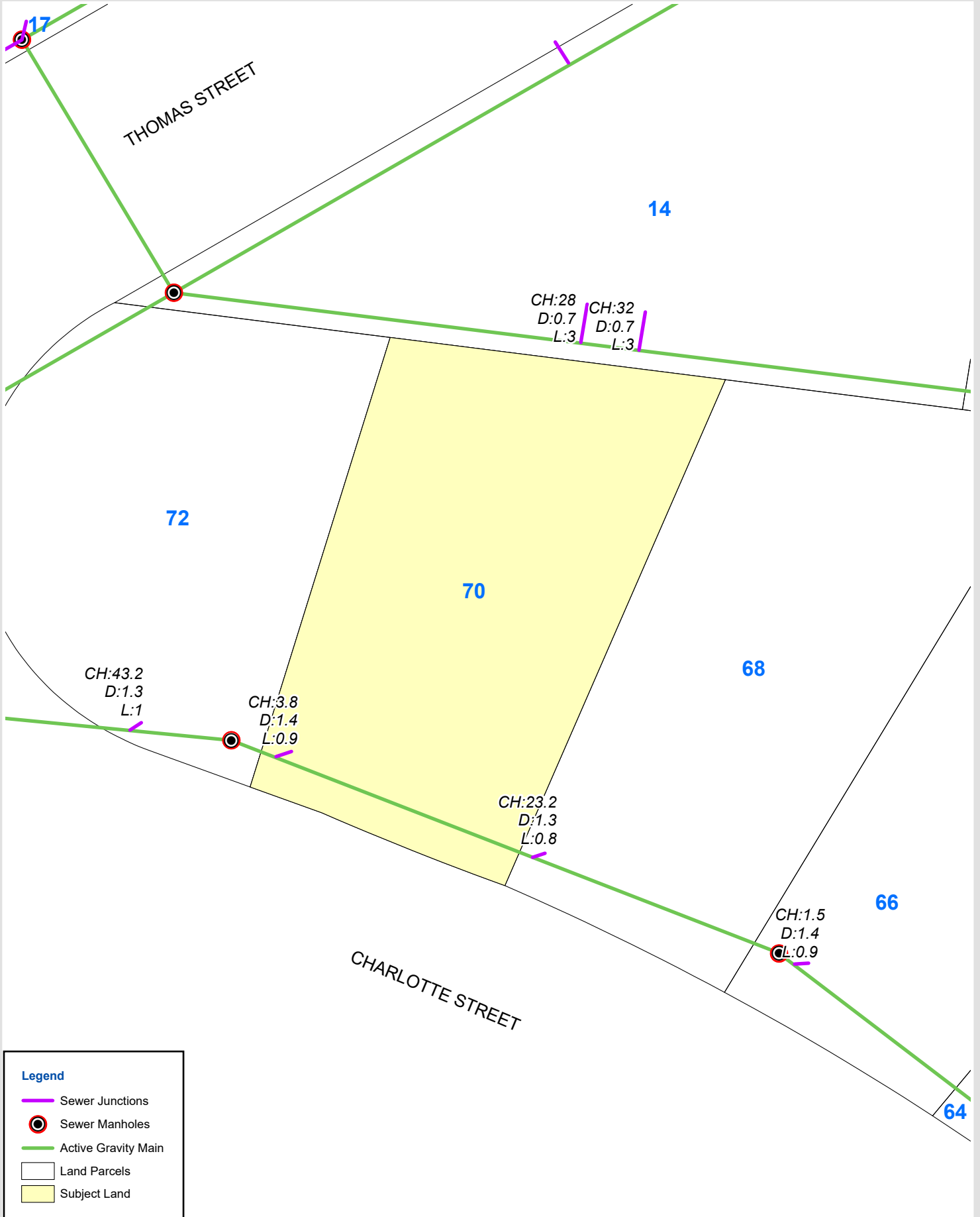


70 CHARLOTTE STREET

WARNING The boundaries of the land represented on this plan are the approximate locations of fence lines or other boundary markers at the time of preparation of the plan. The intent of this plan is to show only the approximate location of sewerage pipes by reference to buildings, fences or other boundary markers and not by reference to the surveyed boundaries. The plan should not be relied upon for any purpose other than to identify the appropriate location of sewerage pipes. A Registered Surveyor should check the property boundaries. Accordingly, Council can accept no liability for any loss or claim by any person relying on this plan for any reason other than stated above.

Sewer Location Plan

LOT: 0 SP: 96648 70 Charlotte Street BANGALOW NSW 2479



WARNING
 The boundaries of the land represented on this plan are the approximate locations of fence lines or other boundary markers at the time of preparation of the plan. The intent of this plan is to show only the approximate location of sewerage pipes by reference to buildings, fences or other boundary markers and not by reference to surveyed boundaries. The plan should not be relied on for any purpose other than to identify the approximate location of sewerage pipes. A Registered Surveyor should check the property boundaries. Accordingly Council can accept no liability for any loss or claim by any person relying on this plan for any reason other than that stated above.
 Note: The information shown on this map is a copyright of the Byron Shire Council and the NSW Department of Lands.

0 8.5 17 Metres

1:400 @ A4 size



Date: 31/03/2026



Standard Form Agreement

Standard form residential tenancy agreement

Landlord copy

Schedule 1

Important information

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

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

This agreement is made on

04 June 2025 at **Bangalow NSW, Australia**

between **Kym Ryeong Toussiant Rosser, Dane Douglas Rosser** and **Pifer Pty Ltd ATF Pifer Unit Trust**

Landlord

Pifer Pty Ltd ATF Pifer Unit Trust
PO Box 977 , Mullumbimby NSW 2482

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

Tenants

Kym Ryeong Toussiant Rosser

Dane Douglas Rosser

Landlord's Agent Details

McGrath Ballina|Lennox Head|Alstonville
River St Ballina, Main St Alstonville & Ballina St Lennox Head
p: +61 266 183 399, e: pmnr@mcgrath.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) 26 weeks
- Periodic (No End Date)

Starting on **the 29th of August 2025** and ending on **the 26th of February 2026**

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

70a Charlotte Street, Bangalow NSW 2479

The residential premises include:

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

Three bedrooms, two bathrooms, single lock-up garage

Rent

The rent is **\$850.00**

Rent must be paid per:

- week
 fortnight
 other

Day rent must be paid is **Friday**

Date first rent payment is due on **the 29th of August 2025**

Note: The landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this agreement.

Rent must be paid by:

- approved electronic bank transfer (such as direct debit, bank transfer or BPAY)
 Centrepay
 other

Note: The landlord, or landlord's agent, must offer the tenant the ability to pay rent by an approved electronic bank transfer method. The electronic bank transfer method must be free of charge to the tenant, other than charges ordinarily imposed by the tenant's bank. From a date notified in the Gazette by the Minister for Better Regulation and Fair Trading, the landlord, or landlord's agent, must also offer the tenant the ability to pay rent by Centrepay.

The landlord and the tenant may agree on a different payment method. The landlord must not require the tenant to use a specific service provider to pay rent.

Details of payment method:

a. by electronic funds transfer (EFT):

BSB Number	182-222
Account Number	303167423
Account name	Riverwalk Realty Pty Ltd
Bank name	Macquarie Bank
Payment reference	30252

Note: The landlord, or landlord's agent, must not charge a fee, or pass on a cost incurred by the landlord or landlord's agent, for the payment of rent by an approved electronic bank transfer method or by Centrepay.

Rental Bond

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

Already Held

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

IMPORTANT INFORMATION

Maximum number of occupants

No more than 5 person(s)

No more than 5 person(s) may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

**SMS for approved occupant tenants -
24/7 troubleshooting issues**

McGrath Ballina, McGrath Concierge
p: +61 488 849 655

Plumber - Bangalow & Hinterland

, WIP Plumbing
p: 0418 299 355

Electrician

Andrew Clifford, Clifford Electrical
p: (02) 6686 2638

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:

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:**9v**

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: pmnr@mcgrath.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.
- 3.4 that the rent payment method may only be changed by agreement between the landlord and the tenant.

4 The landlord agrees:

- 4.1 to not require the tenant to pay for more than 2 weeks rent in advance or to pay rent for a payment period before the end of the previous payment period, and
- 4.2 to offer the tenant the option to pay rent by an approved electronic bank transfer method or by Centrepay and, if chosen by the tenant, to enable payment by that method, and
- 4.3 to not charge fees or pass on costs incurred for the payment of rent by an approved electronic bank transfer method or by Centrepay, and
- 4.4 that the rent payment method may only be changed by agreement between the landlord and the tenant, and the landlord will not refuse if the tenant requests to change to an approved electronic bank transfer method or to Centrepay, and
- 4.5 to not require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.6 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
- 4.7 to not use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.8 if rent is paid by cheque – to make a rent receipt available for collection by the tenant, 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, and
- 4.9 if rent is not paid by cheque and is paid in person – to give a rent receipt to the tenant, and
- 4.10 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 requirements relating to Centrepay do not apply to a residential tenancy agreement until a date notified in the Gazette by the Minister for Better Regulation and Fair Trading.

Rent increases

- 5 The landlord and the tenant agree** that the rent cannot be increased 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.

- 6 The landlord and the tenant agree** that the rent may not be increased more than once in any 12-month period.

Note: the period of 12 months includes the time during which a previous residential tenancy agreement was in force if –

- a. This agreement is a renewal or replacement of the previous agreement, and
- b. The landlord and at least one tenant are the same for both agreements, and
- c. Under the previous agreement, the tenant occupied the residential premises immediately before the start of this agreement.

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 all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

Possession of the premises

14 The landlord agrees:

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

Tenant's right to quiet enjoyment

15 The landlord agrees:

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

Use of the premises by tenant

16 The tenant agrees:

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

17 The tenant agrees:

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

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

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

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

Landlord's general obligations for residential premises

19. The landlord agrees:

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

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

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

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

- (a) are in a reasonable state of repair, and
- (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
- (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
- (d) are not liable to collapse because they are rotted or otherwise defective.

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

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

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

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

Urgent repairs

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

- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

Sale of the premises

21 The landlord agrees:

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

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

23 The landlord and the tenant agree:

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

Landlord's access to the premises

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.

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

- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

Publishing photographs or visual recordings

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

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

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

Fixtures, Alterations, additions or renovations to the premises

30 The tenant agrees:

- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

Locks and security devices

32 The landlord agrees:

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

33 The tenant agrees:

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

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

Transfer of tenancy or sub-letting by tenant

35 The landlord and the tenant agree that:

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-

letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

Change in details of landlord or landlord's agent

37 The landlord agrees:

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

Copy of certain by-laws to be provided

Initialled by Kym
Ryeong Toussiant
Rosser
the 3rd of July 2025

Initialled by Dane
Douglas Rosser
the 3rd of July 2025

[Cross out if not applicable]

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

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

Mitigation of loss

40 The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to

claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

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

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

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

Smoke alarms

42 The landlord agrees to:

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

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

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

responsible for the repair and replacement of smoke alarms in the residential premises.

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

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

43 The tenant agrees

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



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

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

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

Swimming pools

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

Initialled by Kym Ryeong Toussiant Rosser the 3rd of July 2025		Initialled by Dane Douglas Rosser the 3rd of July 2025	
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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.

Landlord's consent for pets

53 The landlord and the tenant agree:

53.1 the tenant may keep an animal at the residential premises with the landlord's consent, and

Note: The tenant does not need the landlord's consent to keep an assistance animal at the residential premises.

53.2 an application for consent to keep an animal at the premises must be made jointly by all co-tenants using the Fair Trading approved form and the landlord must respond in writing to the application using that form, and

53.3 the landlord may give consent to keep an animal at the premises subject to reasonable conditions, which are taken to be terms of this agreement.

54 The landlord agrees:

54.1 to respond to an application from the tenant for consent to keep an animal at the residential premises within 21 days, specifying either that consent is given and any reasonable conditions of the consent or that consent is refused and the grounds for refusing, and

54.2 if the landlord does not give a response under clause 54.1 to an application for consent to keep an animal, the landlord consents to the tenant keeping the animal at the premises without conditions, and

54.3 to not refuse to consent to an animal being kept at the premises except on a ground set out in the *Residential Tenancies Act 2010*, section 73F, and

54.4 to not impose an unreasonable condition on a consent to keep an animal at the premises, and

Note: The Residential Tenancies Act 2010, section 73E sets out what are reasonable and unreasonable conditions of a consent to keep an animal at the residential premises.

54.5 if the landlord consents to the tenant keeping an animal at the premises, the consent continues while the tenant resides at the premises for the lifetime of the animal.

Termination

55 The landlord and the tenant agree to only end this agreement in accordance with the *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019*.

Additional Terms

Initialled by Kym Ryeong Toussiant Rosser the 3rd of July 2025	Initialled by Dane Douglas Rosser the 3rd of July 2025
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[Additional terms may be included in this agreement if:

(a) both the landlord and tenant agree to the terms, and

- (b) the terms do conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) the terms do not conflict with the standard terms of this agreement.

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

Additional Terms - Pets

[Cross out these clauses if not applicable. Clauses 57-59 must only be included in this agreement if the clauses are reasonable conditions for keeping the animal at the residential premises.]

Initialled by Kym Ryeong Toussiant Rosser the 3rd of July 2025	Initialled by Dane Douglas Rosser the 3rd of July 2025
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~~56 The landlord agrees~~ the tenant may keep the following animal at the residential premises {(\$pet type)} x {(\$pet quantity)}

~~57 [If the animal will be kept inside at the premises, and this clause is reasonable for the type of animal and the premises]~~

~~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 the animal has been kept inside at the premises during the tenancy

~~58 [If the animal is a mammal and will be kept inside at the premises]~~

~~The tenant agrees~~ to have the premises professionally fumigated, or to pay the cost of having the premises professionally fumigated, at the end of the tenancy if required because the animal has been kept inside at the premises during the tenancy.

~~59 [If the animal is a type of animal that is not normally kept inside]~~

~~The tenant agrees~~ to take reasonable steps to prevent the animal being inside at the premises.

Additional term - Rent increases during the fixed term

60 If the details in this clause 60 have been completed, then the parties agree to increase the rent, pursuant to Section 41 of the Residential Tenancies Act NSW 2010 as follows:

60.1 on ____/____/____, rent is to be increased to \$____ per ____ and the day rent must be paid is _____.

61 If the details in this clause 61 have been completed, then the parties agree to increase rent, pursuant to Section 41 of the Residential Tenancies Act NSW 2010 using the following method: [insert method of calculation]

Note: The rent payable under a residential tenancy agreement may not be increased within 12 months after the start of the tenancy, and may not be increased more than once in any 12-month period.

The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

Additional term - No set off

62 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

- 63** **The tenant must** not smoke or allow others to smoke in the premises.
- 64** 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.
- 65** If the tenant smokes or allows others to smoke inside the premises in breach of clause 63, 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

- 66** The landlord may list the tenant's personal information in a residential tenancy database if:
- 66.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
 - 66.2 the tenant breached this agreement;
 - 66.3 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
 - 66.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Condition Report

- 67** If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:
- 67.1 it forms part of this agreement; and
 - 67.2 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.
- 68** 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:
- 68.1 form part of this agreement; and
 - 68.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

Initialled by Kym Ryeong Toussiant Rosser the 3rd of July 2025		Initialled by Dane Douglas Rosser the 3rd of July 2025	
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69 **the parties agree** that the condition report dated **05 October 2018** and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

70 The tenant must

- 70.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
- 70.2 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;
- 70.3 ensure that the premises are free of any pests and vermin; and
- 70.4 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

71 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

- 72** **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.
- 73** 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

- 74** 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.
- 75** If the tenant fails to comply with clause 74, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:
- 75.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or
 - 75.2 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.

- 76** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 75.2.
- 77** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:
- 77.1 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
- 77.2 the costs incurred by the landlord in replacing/changing the locks under clause 75.2.

Additional term - Dishonoured Payments

- 78** If any payment to the landlord is dishonoured upon presentation to a financial institution, then the landlord will provide to the tenant, any evidence to substantiate that they have been charged a fee as a result of the tenant's dishonoured payment (the Dishonour Fee). The tenant is liable to pay the Dishonour Fee to the landlord. The tenant must pay the Dishonour Fee within 21 days notice from the landlord notifying the tenant of the dishonoured payment.

Additional term - Gardens

- 79** 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

- 80** ~~If there is a swimming pool located on the premises, the tenant must:-~~
- 80.1 ~~keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~
- 80.2 ~~regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~
- 80.3 ~~regularly clean the pool filters and empty out the leaf baskets;~~
- 80.4 ~~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;~~
- 80.5 ~~maintain the water level above the filter inlet at all times;~~
- 80.6 ~~promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~
- 80.7 ~~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;~~
- 80.8 ~~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~~
- 80.9 ~~take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

Additional term - electronic signatures

- 81** Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.
- 82** Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

Additional term - Asbestos

- 83** 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

- 84** The landlord or landlord's agent may publish any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible, by providing the tenant notice and obtaining the tenant's consent to publish the photos.
- 85** The tenant acknowledges and agrees that it must not unreasonably withhold consent. It is not unreasonable for the tenant to withhold consent if the tenant is in circumstances of domestic violence.

Additional term - Garage

- 86** 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

- 87** The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

Additional term - Privacy

88 The *Privacy Act 1988* (Cth) (the Act) allows certain information referred to in this agreement to be collected, used and disclosed. The information collected, used and disclosed is in relation to any tenant named in this agreement. You acknowledge and agree that this Privacy Policy does not form part of the agreement and will only apply to the extent that the landlord and/or their managing agent, collects, uses and discloses personal information as required by, and to comply with, the Act. Any personal information collected about you may be disclosed by the landlord and/or their managing agent, to: other third parties as required by any applicable law; prospective and actual purchasers; service providers; tradespeople; financial institutions; tenancy databases; valuers; Courts and Tribunals; and any other provider of services to either the landlord, their managing agent or you. You have the right to request access to any personal information held by the landlord and/or its managing agent, unless the landlord and/or its managing agent is permitted by law to withhold that information. By signing this agreement, you acknowledge having reading and understood this Privacy Policy and authorise the landlord and/or its agent to collect, use and obtain, in accordance with the Act, your personal information for the purposes specified herein.

Material Facts

The residential premises have been subject to flooding from a natural weather event or bush fire within the last 5 years

Answer : No

The residential premises are subject to significant health or safety risks that are not apparent to a reasonable person on inspection of the premises, Note. Disclosure under this provision does not affect the legal obligations of the landlord with respect to the residential premises

Answer : No

The residential premises are listed on the LFAI Register

Answer : No

The residential premises have been the scene of a serious violent crime within the last 5 years

Answer : No

The residential premises have been used for the purposes of the manufacture or cultivation of any prohibited drug or prohibited plant within the meaning of the Drug Misuse and Trafficking Act 1985 within the last 2 years

Answer : No

Any council waste services that will be provided to the tenant on a different basis than is generally applicable to residential premises within the area of the council

Answer : No

The tenant will not be able to obtain a residential parking permit in an area where only paid parking is provided because of the zoning of the land or another law applying to development on the land

Answer : No

The existence of a driveway or walkway on the residential premises which other persons are legally entitled to share with the tenant

Answer : No

If the premises comprise or include a lot in a strata scheme—scheduled rectification work or major repairs (including replacement of roofing, guttering or fences) to be carried out to common property during the fixed term of the residential tenancy agreement

Answer : No

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, or

Answer : No

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

Answer : No

The residential premises are part of a building in relation to which a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding

Answer : No

Other Disclosures

Disclosure of sale, mortgagee actions A landlord or landlord's agent must disclose the following to the tenant before the tenant enters into the residential tenancy agreement—

(a) any proposal to sell the residential premises, if the landlord has prepared a contract for sale of the residential premises,

Answer : No

Signed by Kym Ryeong
Toussiant Rosser
the 3rd of July 2025

Signed by Dane
Douglas Rosser
the 3rd of July 2025

(b) that a mortgagee is taking action for possession of the residential premises, if the mortgagee has commenced proceedings in a court to enforce a mortgage over the premises.

Answer : No

Special Conditions and Terms

Signed by Kym Ryeong
Toussiant Rosser
the 3rd of July 2025

Signed by Dane
Douglas Rosser
the 3rd of July 2025

Rent dishonour

The tenant/s agree that if a payment of rent is dishonoured or is unable to be identified, the tenant/s shall be responsible for any charges incurred.

If the tenant defaults in payment of rent or any invoice when due, they shall indemnify the agent from and against all their costs and disbursements, including all the agent's legal costs and costs of collection.

Smoke Alarms

The tenant agrees to notify the landlords managing agent if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm. The tenant agrees that they 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 removeable battery or removeable back-up battery. The tenant must notify the landlords managing agent when the battery has been changed within two business days of changing it.

AirBnb Restrictions

AirBnB and other forms of letting are strictly prohibited in this rental property without the owner's written consent. Under condition 35 of the lease, any subletting requires the owner's written permission. The owner does not give permission for the property to be used as holiday accommodation or short term accommodation. This includes, but not limited to being listed on sites like Airbnb and Stayz.

Property Care

The tenant agrees not to install any fixture or renovate, alter or add to the residential premises, use any blue-tac, nails, adhesive hooks or similar on the walls of the residential premises without the landlords written permission.

The tenant agrees not to place any pots plants on the floors without adequate drip trays. The tenant also agrees that furniture felt will be used under all furnishings.

The tenant agrees to advise the landlord's managing agent in writing, of any issues or repairs needing attention. The tenant agrees to notify the landlord's managing agent as soon as practicable of any damage to the residential property.

Insurance

The tenant is aware that the landlord's insurance does not cover the tenant's personal contents.

Appliance Manuals

The tenant will read the property manuals supplied and will leave these at the property in a safe spot when they vacate or they will be charged for the replacement. The tenant will contact the agent should they have any queries in relation to the property.

Vacating Premises

The tenant acknowledges that if upon vacating, the premises are not found to be in a satisfactory state, the managing agent will arrange commercial cleaning to ensure the premises is left in a high standard of cleanliness at cost to the tenant.

Gas Bottles

The tenant(s) agree to never store and or use any gas bottle within the leased dwelling

Yard Maintenance

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 inclusive of the nature strip. 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. (Clause 76)

Keys

The tenant understands and acknowledges that if they lock themselves out of the property, it is their responsibility.

The tenant(s) are welcome to collect the office set of keys DURING OFFICE HOURS ONLY.

The tenant(s) will need to organise a locksmith, at their own expense, OUTSIDE OF OFFICE HOURS.

Light Globes

The tenant agrees that it is their sole responsibility to replace light globes on the residential premises, including any light bulbs or globes that have blown during the tenancy.

No Smoking in the premises

The tenant must not smoke or allow others to smoke in the premises (this includes vaping and e-cigarettes). 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. 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 Clause - Keys

The tenant understands and acknowledges that if they lock themselves out of the property, it is their responsibility. The tenant(s) are welcome to collect the office set of keys DURING OFFICE HOURS ONLY.

The tenant(s) will need to organise a locksmith, at their own expense, OUTSIDE OF OFFICE HOURS.

Admin Fee for Processing Change of Tenancy (section 74 Residential Tenancies Act)

The tenant/s understands that if they wish to change any of the existing tenants on the lease, be it adding to or removing tenants' names, McGrath will be required to draft a brand new lease and lodge the new names with Rental Bonds Online. McGrath will raise an invoice, payable by the tenant/s for \$150.00 plus GST to cover for reasonable expenses incurred to facilitate this change.

Break In

The tenant will, in the event of a break in immediately contact the police and then promptly report to the managing agent in writing the incident with the supporting Police Incident Number and photos of any damage. Please note that the owner's insurance does not cover your belongings, as a tenant you should hold contents insurance.

Lithium Battery Storage and Use

Lithium Battery Storage and Use

The Tenant acknowledges that, while current legislation does not mandate specific requirements for the storage, charging, or use of lithium-ion batteries within the rental property, it is considered best practice to follow safe and responsible handling guidelines. The Tenant agrees to act responsibly and take appropriate precautions when storing, charging, or using lithium-ion batteries, including but not limited to those used for electric vehicles, e-scooters, power banks, and other similar devices.

The Tenant is encouraged to adhere to manufacturer safety recommendations and general safety guidelines, ensuring that lithium-ion batteries are stored in a safe, secure, and well-ventilated area, away from flammable materials, and are charged in accordance with the manufacturer's instructions to minimize any potential risks.

Should the Tenant notice any defects, damage, or safety concerns with the lithium-ion batteries, it is recommended that they notify the Property Manager immediately in writing so the owner can be notified.

In the event of property damage or injury resulting from the improper storage, charging, or use of lithium-ion batteries, the Tenant acknowledges that they may be liable for any associated costs, including property damage, repair costs, and any loss of rent or insurance excess

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).

3. Ending this agreement

This agreement may be ended by the landlord or the tenant giving written notice of termination. The tenant may give notice at any time or on certain grounds. The landlord may only give notice on certain grounds. The Residential Tenancies Act 2010 sets out the grounds on which the landlord and the tenant may end this agreement. The grounds for the landlord ending this agreement include breach of this agreement by the tenant, sale of the residential premises requiring vacant possession, proposed sale of the residential premises, significant renovations or repairs to the residential premises, demolition of the residential premises, the residential premises ceasing to be used as rented residential premises or the landlord or the landlord's family moving into the residential premises. The grounds for the tenant ending this agreement include breach by the landlord of information disclosure provisions under the Act, section 26, breach of this agreement by the landlord or the tenant being in circumstances of domestic violence. Further grounds are set out in the Act, Parts 5 and 7.

4. Notice for ending fixed term agreement

If this agreement is a fixed term agreement, the tenant must give at least 14 days notice to end the agreement. Generally, the landlord must give at least 90 days notice, or at least 60 days notice if the agreement is for a fixed term of 6 months or less. However, the notice period is different for certain grounds for termination.

5. Notice for ending periodic agreement

If this agreement is a periodic agreement, the tenant must give at least 21 days notice to end the agreement. Generally, the landlord must give at least 90 days notice. However, the notice period is different for certain grounds for termination.

6. Warning

It is an offence for a 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 be paid for such an offence. It is an offence for the landlord, or landlord's agent, to give a termination notice on a ground that is not genuine, to provide false or misleading supporting documents or information with a termination notice or, if an exclusion period applies, to enter into a new residential tenancy agreement for the residential premises during the exclusion period.

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

Signed for and on behalf of **Pifer Pty Ltd ATF Pifer Unit Trust** by an authorised officer in accordance with section 126 of the Corporations Act 2001 (Cth):

Nick Angeli - McGrath Ballina|Lennox Head|Alstonville
the 3rd of July 2025



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

Signed for and on behalf of **Pifer Pty Ltd ATF Pifer Unit Trust** by an authorised officer in accordance with section 126 of the Corporations Act 2001 (Cth):

Nick Angeli - McGrath Ballina|Lennox Head|Alstonville
the 3rd of July 2025



SIGNED BY THE TENANT

Tenant #1

Kym Ryeong Toussiant Rosser
the 3rd of July 2025

Tenant #2

Dane Douglas Rosser
the 3rd of July 2025



TENANT INFORMATION STATEMENT

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

Tenant #1

Kym Ryeong Toussiant Rosser
the 3rd of July 2025

Tenant #2

Dane Douglas Rosser
the 3rd of July 2025



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

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

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to McGrath Ballina|Lennox Head|Alstonville. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Kym Ryeong Toussiant Rosser

Agreed by Dane Douglas Rosser