

1 Lansbury Street

Edensor Park NSW 2176

Draft Contract

**McGrath**

## Contract for the sale and purchase of land 2018 edition

**TERM**  
**MEANING OF TERM**  
 Vendor's agent McGrath Estate Agents Liverpool

**NSW Duty:**  
 Phone: 9824 1100  
 Fax: 9824 1120  
 Ref:

Co-agent  
 Vendor DANIEL STEVE ARANEDA

Vendor's solicitor Ken Lam Lawyers  
 81 Derria Street, Canley Heights NSW 2166

Phone: 9728 6000  
 Fax: 9724 1153  
 Ref:

Date for completion 42nd day after the contract date (clause 15)  
 Land (address, plan details and title reference) 1 Lansbury Street EDENSOR PARK NSW 2176  
 2/264480

Improvements  VACANT POSSESSION  subject to existing tenancies  
 HOUSE  garage  carport  home unit  carspace  storage space  
 none  other:  
 Attached copies documents in the List of Documents as marked or numbered:  
 other documents:

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

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

Exclusions  
 Purchaser  
 Purchaser's solicitor

Price \$  
 Deposit \$ (10% of the price, unless otherwise stated)  
 Balance \$

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

Buyer's agent Phone:  
 Fax:  
 Ref:

Vendor

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

Witness

Purchaser  JOINT TENANTS  tenants in common  in unequal shares

Witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3)  NO  yes  
**Proposed electronic transaction** (clause 30)  no  YES

## 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 *RW payment* (residential withholding payment)  NO  yes (if yes, vendor must provide further details)

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

***RW payment (residential withholding payment) – further details***

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*: \$

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

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

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

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

|  |                                       |
|--|---------------------------------------|
| Australian Taxation Office             | NSW Fair Trading                      |
| Council                                | NSW Public Works Advisory             |
| County Council                         | Office of Environment and Heritage    |
| Department of Planning and Environment | Owner of adjoining land               |
| Department of Primary Industries       | Privacy                               |
| East Australian Pipeline Limited       | Roads and Maritime Services           |
| Electricity and gas                    | Subsidence advisory NSW               |
| Land & Housing Corporation             | Telecommunications                    |
| Local Land Services                    | Transport for NSW                     |
| NSW Department of Education            | Water, sewerage or drainage authority |

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

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

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

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

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

|                              |  |
|------------------------------|--|
| <i>adjustment date</i>       | the earlier of the giving of possession to the purchaser or completion;  |
| <i>bank</i>                  | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;   |
| <i>business day</i>          | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;  |
| <i>cheque</i>                | a cheque that is not postdated or stale;   |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;  |
| <i>deposit-bond</i>          | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;   |
| <i>depositholder</i>         | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);   |
| <i>document of title</i>     | document relevant to the title or the passing of title;  |
| <i>FRCGW percentage</i>      | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);  |
| <i>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>legislation</i>           | an Act or a by-law, ordinance, regulation or rule made under an Act;   |
| <i>normally</i>              | subject to any other provision of this contract;   |
| <i>party</i>                 | each of the vendor and the purchaser;  |
| <i>property</i>              | the land, the improvements, all fixtures and the inclusions, but not the exclusions;   |
| <i>planning agreement</i>    | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;   |
| <i>requisition</i>           | an objection, question or requisition (but the term does not include a claim);   |
| <i>remittance amount</i>     | 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>rescind</i>               | rescind this contract from the beginning;  |
| <i>RW 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>RW rate</i> );  |
| <i>RW rate</i>               | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018 – usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);  |
| <i>serve</i>                 | serve in writing on the other <i>party</i> ;   |
| <i>settlement cheque</i>     | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>                |
| <i>solicitor</i>             | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;  |
| <i>TA Act</i>                | Taxation Administration Act 1953;  |
| <i>terminate</i>             | terminate this contract for breach;  |
| <i>variation</i>             | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;  |
| <i>within</i>                | in relation to a period, at any time before or during the period; and  |
| <i>work order</i>            | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008). |

## 2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 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**

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

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

**8 Vendor's rights and obligations**

8.1 The vendor can *rescind* if –

- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

**9 Purchaser's default**

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

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

**10 Restrictions on rights of purchaser**

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and Inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *RW payment*.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharges and tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *deposit holder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

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

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

## 19 Rescission of contract

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

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

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

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

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

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

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

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

## 20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.3);

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

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

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

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

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

20.6.7 served at the earliest time it is served, if it is served more than once.

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

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

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

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

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

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

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

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

**23 Strata or community title**

- **Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by money held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.4 –
- 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 not disclosed in this contract; or
  - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

## 25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General or the registration copy of that document.
- ## 26 Crown purchase money
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## 27 Consent to transfer
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A party who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the party required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| ECNL                            | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a party to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;   |
| <i>participation rules</i>      | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4      *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3      The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4      If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5      If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

1 Lansbury Street EDENSOR PARK  
NSW 2176

### Special conditions

1. The property is sold in its present condition and state of repair with all defects subject to fair wear and tear, whether latent or patent, and the Purchaser shall not be entitled to make any requisition objection or claim for compensation in respect thereof. Purchaser shall not require the Vendor to carry out any work on the property or any improvements after the date of Contract. Purchaser cannot delay completion if there is only a small amount of things left behind on completion.
2. The Purchaser acknowledges that he is buying the property relying solely on his own inspection, knowledge and enquires and is not relying on any warranties or representations other than those contained in this agreement or which the Vendor is required by law to make, made by the Vendor or his agents and no such warranties or representation if any shall be regarded as altering or adding to the terms of this agreement or providing the Purchaser with any action, suit or claim against them or independently of this Contract.
3. The Purchaser shall not require the vendor to register prior to completion a discharge of any mortgage or a withdrawal of caveat which may be on the title at the time of completion, but will accept on settlement a duly executed discharge or withdrawal in registrable form of any such mortgage or caveat together with the appropriate registration fee therefore.
4. Without in any manner negating limiting or restricting any rights or remedies which would otherwise be available to either party at law or in equity had this clause not been included herein, should either party prior to completion die or become a mentally ill person or a protected person as defined by the Mental Health Legislation applicable in that party's State, then either party may rescind the within contract by notice in writing forwarded to the solicitor named as the affected party's solicitor in this contract and thereupon the within contract shall be at an end and the provisions of clause 19 hereof shall apply. Further, should the Purchaser (or any one of the purchasers if there is more than one) prior to completion be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme of arrangement with its creditors under the provisions of the Corporations Law 1990 or should any Liquidator, Receiver or Official Manager be appointed in respect of the Purchaser, then the Purchaser shall be deemed to be in default hereunder.

5. Notwithstanding the provisions of clause 7 hereunder, the parties hereto expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of this Contract.
  
6.
  - (a) If completion does not take place within completion time, then either party shall have the right to make time of the essence of this Contract by giving to the other party written notice requiring it to complete the Contract on or prior to such date as that party shall specify in the notice not being less than fourteen (14) days from the date of service of the notice. Service by fax is acceptable.
  
  - (b) If completion is cancelled after it has been booked due to Purchaser's default, then the Purchaser shall pay on completion extra \$100 + gst to cover Vendor's Legal fee & expenses incurred as a result.
  
7. If completion of this Contract does not take place on or before the due date otherwise than as a result of a default by the Vendor under this Contract, the purchaser shall pay -
  - (a) Interest at the rate of 12 % per annum on the balance of the purchase price and any other monies owing pursuant to this Contract from the due date until the date completion actually takes place inclusive (but without prejudice to all and any other rights of the vendor pursuant to this Contract) and it is an essential term of this Contract that such interest shall form part of the balance of purchase price and shall be paid on completion. This is a genuine pre-estimate of damages likely to be suffered by the Vendor.
  
  - (b) The sum of \$300 + gst to cover legal fee and expenses incurred as a result of purchaser's delay to settle, to be allowed by the Purchaser on completion. This is an essential condition.
  
  - (c) The Vendor is not liable for any damage or loss due to vendor's inability to complete in accordance with the contract unless it is breach of an essential term of this Contract
  
8. If the Vendor's Lawyer does not receive the Transfer 7 working days before completion, then the Purchaser will pay \$110 for urgent works, to be paid on settlement.

9. (a) The Purchaser acknowledges that the particulars of title disclosed in this Contract are sufficient to enable the Purchaser to prepare the Transfer and the Vendor's statement of title shall be deemed to have been delivered on the date of this Contract. The form of requisition to be made will be the Law society standard form, not any other forms.
  
10. The Purchaser warrants that the Purchaser is not introduced to the Vendor or to the property by any agent or employee of an agent other than the agent, if any, named as such in this Contract and that in the event that it is found that this warranty is untrue and as a result thereof that the Vendor is liable for the payment of an agent's commission arising from this contract other than to any agent herein named as such, then the Purchaser shall and does hereby indemnify the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission. Such indemnity shall have the effect that any such commission, costs or expenses shall be paid by the Purchaser to the Vendor in addition to the purchase price herein provided for. This condition of this contract and warranty shall ensure and remain in full force and effect notwithstanding completion hereof and shall not merge on completion of this contract.
  
11. Vendor has absolute discretion whether or not to invest the deposit. The parties specially authorise the stakeholder to invest the deposit referred to in this agreement in its name at the risk of the party entitled to the deposit with a building society or bank as selected upon completion, rescission or termination of this Contract. Any interest earned on such deposit shall be shared equally.
  
12. For the purpose of the Conveyancing Vendor Disclosure and Warranty Regulation 1986, the Vendor specifically discloses that the property may lie within an area over which the Electricity Commission holds a petroleum exploration licence for oil and gas pursuant to the Petroleum Act 1955. The Purchaser shall make no requisition, objection or claim for compensation whether under condition 7 or otherwise by reason of any matter or thing disclosed in this condition.
  
13. The Purchaser hereby agrees that should the Vendor so require, the Purchaser will release the deposit paid herein to the vendor on condition that such money is to be used by the Vendor as a deposit to purchase another property and the payment of the stamp duty for such purchase. No further authority will be required from the Purchaser other than as contained in this Special Condition. If required, the Purchaser must fax an authority to release to the agent quickly.

14. The Vendor discloses that notwithstanding any contrary references in Section 149 zoning Certificate annexed hereto S.E.P.P. 28 has been repealed and some provisions of S.E.P.P.25 and S. R. P. P. 12 allowing for subdivision of dual occupancies and associated cluster or townhouse development have been repealed and no objection, requisition or claim for compensation shall be made by the purchaser on these accounts or in respect of such inaccuracies in the said annexed Section 149 Zoning Certificate.
15. (a) The Purchaser expressly warrants to the Vendor at time of exchange he either :
  - (i) has obtained loan approval in an amount and on terms he considers to be satisfactory;
  - (ii) does not require finance for this purchase.(b) the Vendor relies on this warranty and may sue for damages arising from this breach notwithstanding any rights afforded to the Purchaser under the Uniform Credit Code.
16. If Vendor is liable for Land tax, Land tax adjustment will be required on settlement using a group holding basis calculation with Threshold concession apportionment. This clause shall prevail if there is any inconsistency.
17. The Purchaser warrants that Foreign Investment Review Board's approval is not required for this purchase.
18. Clause 7.1.1 is deleted.
19. In clause 16.5, the words "plus another 20% of that fee" are deleted.
20. Vendors disclose there may be works done to this property without council's approval. Purchaser shall make no objection if the Purchaser applies for a Council Building Certificate, vendor is not required to do any works regarding this Building Certificate application. The Purchaser shall not raise any objections if the Council does not provide this certificate before completion. The Purchaser must apply for this Certificate within 7 days from exchange. The Vendor may rescind this Contract should he disagrees to comply with any notice or work order issued by the Local Council. In that event, clause 19 shall apply and the Purchaser cannot claim any damages.

21. If less than 10% part deposit is paid on exchange.
- (a) The Purchaser requests the deposit to be paid by 2 instalments as follows, and agrees that the second instalment is not a penalty :
- i) \_\_\_\_\_ on exchange;
- ii) the balance of the 10% deposit shall be paid on the 42<sup>nd</sup> day from the Contract date.
- (b) If the Purchaser commits a serious breach of the Contract whereby the Vendor can terminate this Contract, the Purchaser shall be liable and pay to the Vendor on demand the second instalment deposit. This special condition shall not merge on completion and may be relied upon by the Vendor in enforcing payment to it of the full ten per cent (10%) deposit.
22. The Purchaser warrants that he or she is purchasing the property substantially for residential purposes. This clause shall not merge on completion.
23. The Vendor has the right to rent this property back after completion for up to 12 weeks if required and pay a reasonable market rent. No Licence agreement or Bond is required.
24. If there is a Tenant occupying at the time of exchange, then this Sale is subject to the existing Tenancy, and that box on page 1 of the Contract is deemed to have been ticked accordingly.
- Purchaser cannot make any objection if vendor does not have a Residential Tenancy Agreement or Bond evidence or that the Tenant vacates the property before completion.
25. The price noted in this contract is exclusive of gst if GST tax is applicable.
26. Purchaser agrees to provide an Order on the Agent to Vendor's Solicitor 1 day before settlement for them to hold onto it and not to pass to the deposit Trust account holder until after settlement has taken place.

## CONDITIONS OF SALE BY AUCTION

These conditions replace "Auction – Conditions of Sale" on page 3 of the printed contract.

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 *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 sub-clause (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.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

---

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

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

**Affectations**

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

**Capacity**

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

**Requisitions and transfer**

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



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/264480

| SEARCH DATE | TIME     | EDITION NO | DATE     |
|-------------|----------|------------|----------|
| 14/1/2020   | 12:16 PM | 9          | 2/9/2018 |

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

LAND

LOT 2 IN DEPOSITED PLAN 264480  
AT BONNYRIGG  
LOCAL GOVERNMENT AREA FAIRFIELD  
PARISH OF ST LUKE COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP264480

FIRST SCHEDULE

DANIEL STEVE ARANEDA (T AD397805)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 \* DP264480 RESTRICTION(S) ON THE USE OF LAND  
T974385 VARIATION
- 3 AJ375422 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 14/1/2020

\* 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.

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SAI Global Property Division 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.

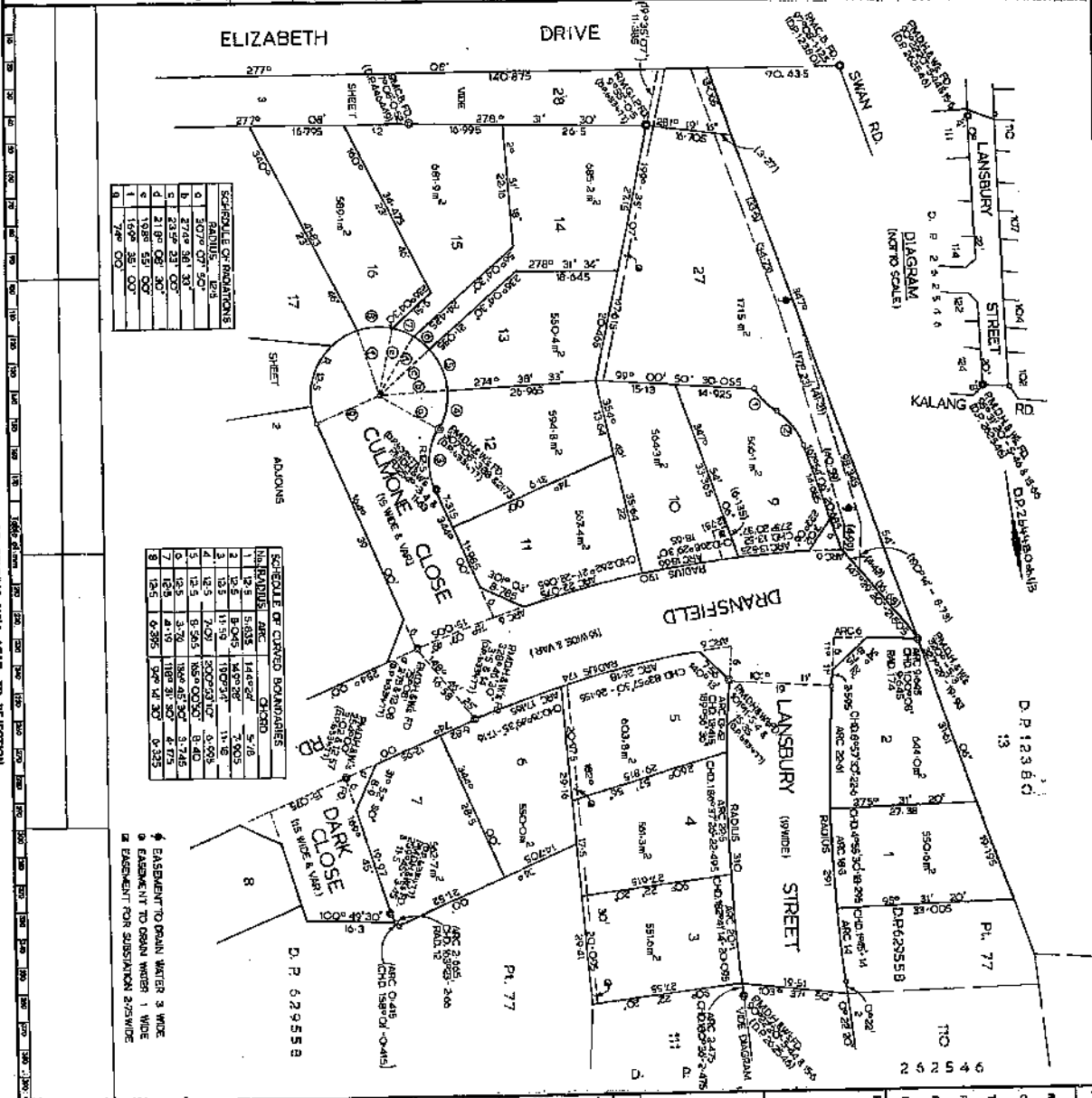
PLAN FORM 2

Specified and with scale.



*P. Lambert*

**COUNCIL CHART CERTIFICATE**  
 I, the undersigned, being a duly qualified and Licensed Surveyor, do hereby certify that the above is a true and correct copy of the Council Chart as shown to me by the Council of the Municipality of ...  
 Dated this ... day of ... 1992.  
 [Signature]



**SCHEDULE OF DIMENSIONS**

| Lot No. | Area (sq m) |
|---------|-------------|
| 1       | 507.07      |
| 2       | 274.56      |
| 3       | 21.91       |
| 4       | 198.55      |
| 5       | 74.00       |

**SCHEDULE OF CURVED BOUNDARIES**

| No. | Radius (m) | Area (sq m) | Chord (m) |
|-----|------------|-------------|-----------|
| 1   | 5.635      | 14.627      | 5.716     |
| 2   | 1.045      | 1.672       | 1.176     |
| 3   | 1.045      | 1.672       | 1.176     |
| 4   | 1.045      | 1.672       | 1.176     |
| 5   | 1.045      | 1.672       | 1.176     |
| 6   | 1.045      | 1.672       | 1.176     |
| 7   | 1.045      | 1.672       | 1.176     |
| 8   | 1.045      | 1.672       | 1.176     |

- ☐ EASEMENT TO DRAIN WATER 3 WIDE
- ⊙ EASEMENT TO DRAIN WATER 1 WIDE
- ⊞ EASEMENT FOR SUBSTATION 2.5/WIDE

WARNINGS REGARDING ON FOLDING WILL LEAD TO MISFECTION

I, Bruce Richard Devlin, Under Secretary for Lands and Registrar-General for New South Wales, certify that this plan is a photograph made as a permanent record of a document in my custody this day.  
 4th December, 1992

OFFICE USE ONLY

**D.P. 264480**  
 8/11/1992  
 CA: No 5180 of 4-8-1983  
 The System: TORENS  
 Program: SUBDIVISION  
 RI: Map: U8245-6  
 Layer: D.P. 629558  
 PLAN OF SUBDIVISION OF PART  
 LOT 78 IN D.P. 629558

Indicate title: 500  
 Register in which:  
 Land: FAIRFIELD  
 Locality: ROBINNINGS  
 Title: ST LINE  
 County: CUMBERLAND

This is a plan of subdivision in accordance with the provisions of the Land Acquisition (Timber) Act 1988, and the plan is subject to the provisions of the Land Acquisition (Timber) Act 1988, and the plan is subject to the provisions of the Land Acquisition (Timber) Act 1988.

PHILLIP GEORGE WICKS  
 BO BOX 74 LIVERPOOL, N.S.W.

PERMITTED TO SECTION 88B OF THE CONVEYANCING ACT 1991-1994 IT IS INTENDED TO CREATE:-  
 1. EASEMENT TO DRAIN WATER 1 WIDE  
 2. EASEMENT TO DRAIN WATER 2 WIDE  
 3. EASEMENT TO DRAIN WATER 2.5 WIDE  
 4. RESTRICTIONS AS TO USER  
 5. RESTRICTIONS AS TO USER

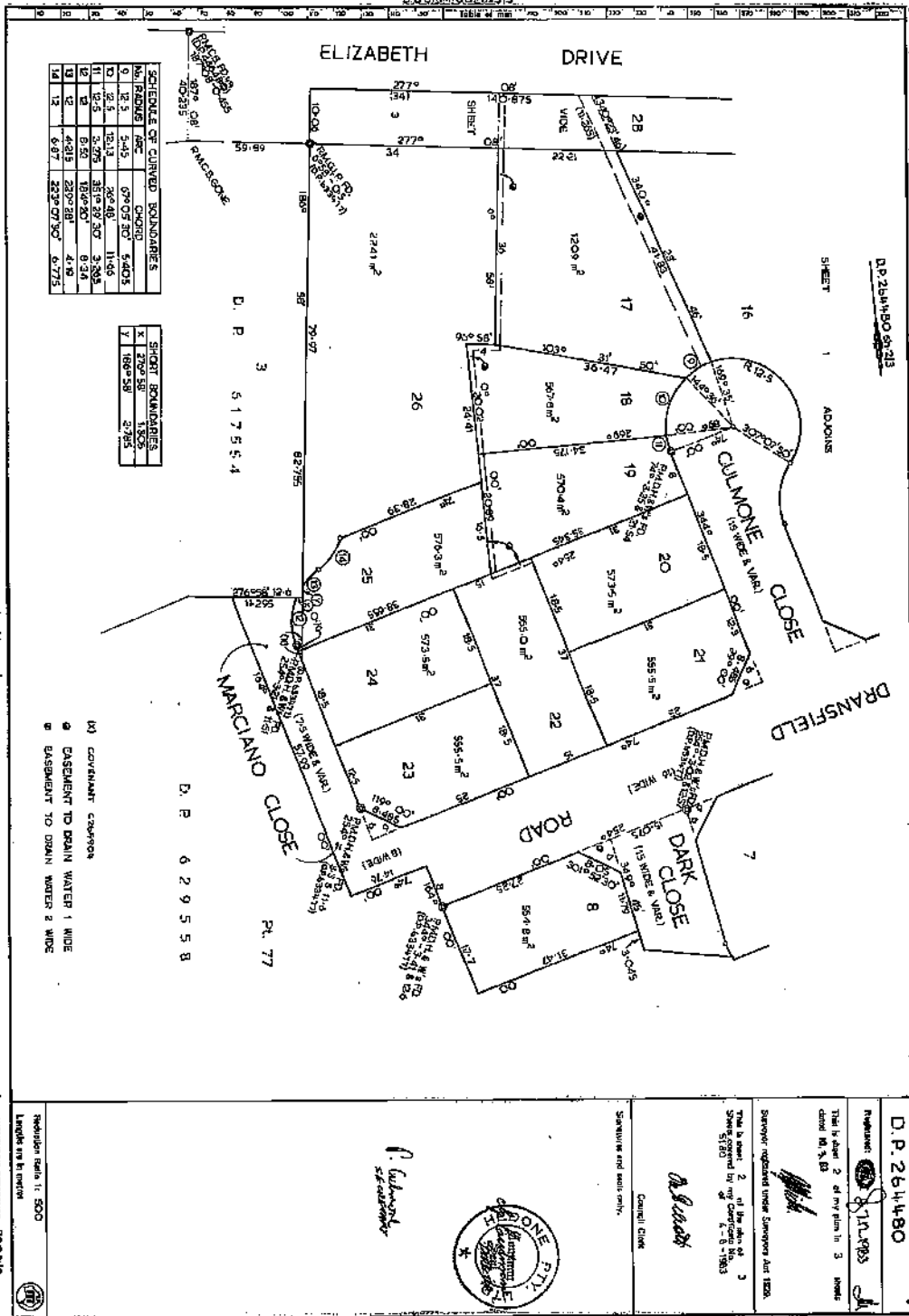
STATISTICAL INFORMATION: 7808/2

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO RESTRICTION

OFFICE USE ONLY



Plan Drawing only to appear in this sheet

I, Bruce Richard Davies, Under Secretary for Lands and Registrar General for New South Wales, certify that this document is a photograph made of a permanent record of a document in my custody this day.

8th December, 1983



D.P. 264480  
 Prepared by: [Signature]  
 This is sheet 2 of my plan in 3 sheets  
 dated 14/1/83  
 Surveyor registered under Surveyors Act 1920.  
 This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 5180  
 dated 14/1/1983  
 Council Clerk  
 [Signature]

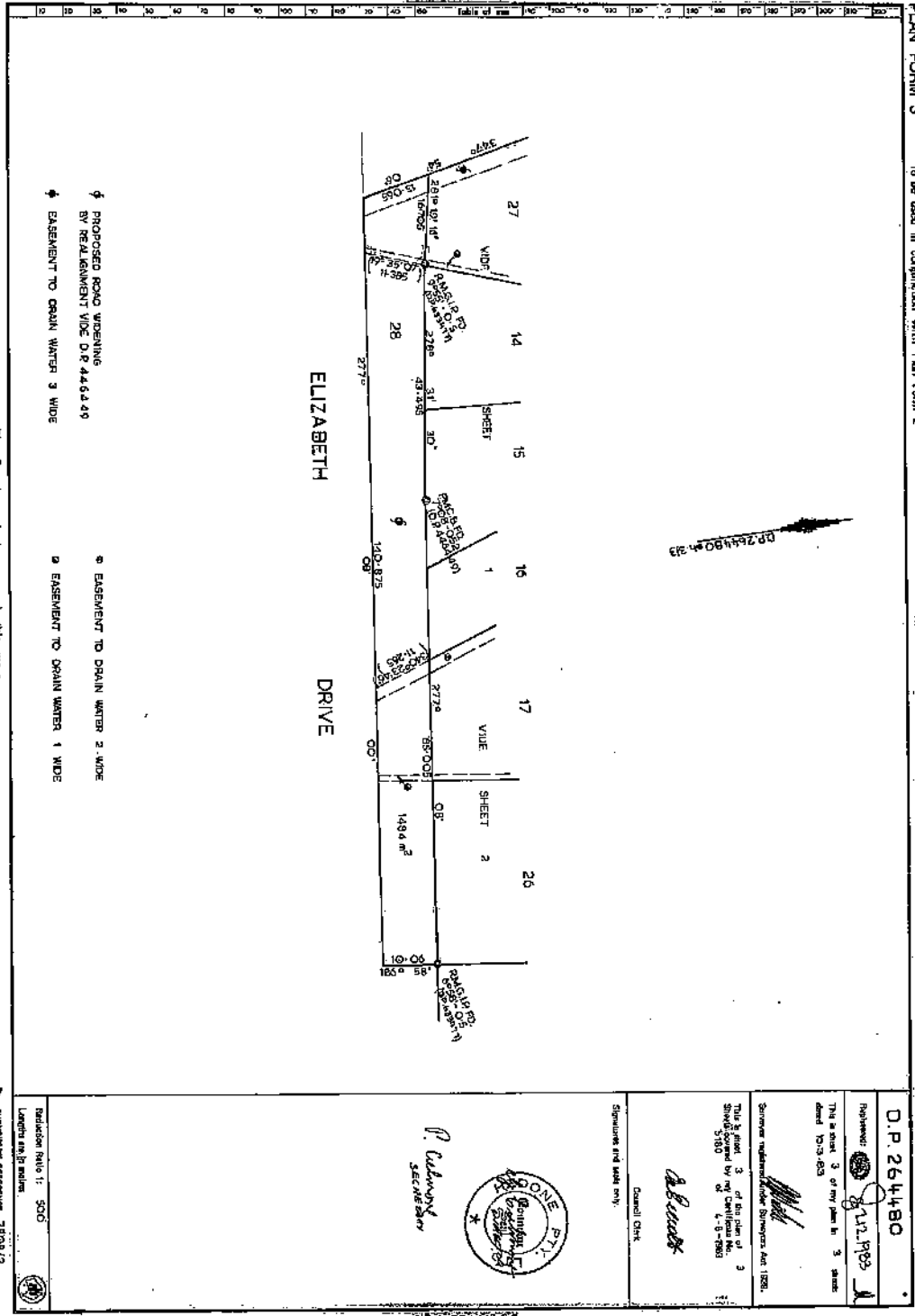
Production Scale: 1:500  
 Length in 1/2 inch  
 SURVEYOR'S REFERENCE: 7808/2

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNINGS REGARDING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY



φ PROPOSED ROAD WIDENING BY REALIGNMENT VIDE D.P. 445449  
 φ EASEMENT TO DRAIN WATER 3 WIDE

⊙ EASEMENT TO DRAIN WATER 2 WIDE  
 ⊙ EASEMENT TO DRAIN WATER 1 WIDE

Plan Drawing only to appear in this space

I, Bruce Richard Dwyer, Under Secretary for Lands and  
 from General For New South Wales, certify that this  
 document is a photograph made as a permanent record of a  
 document in my custody this day.

6th December, 1983

Reduction Ratio: 500  
 Length scale in meters



P. Culinary  
 SECRETARY



D.P. 264480

Register: 8/12/83

This is sheet 3 of my plan in 3 sheets dated 12/12/83

General Register/Under Secretary (Act 1983)

This is sheet 3 of this plan of 3 sheets approved by me (Deputy Registrar) on 4-8-1983

5180

General Clerk

Signatures and date only:

DP 524480 24 212

|     |     |     |     |     |    |    |    |             |    |    |    |    |    |    |
|-----|-----|-----|-----|-----|----|----|----|-------------|----|----|----|----|----|----|
| 140 | 130 | 120 | 110 | 100 | 90 | 80 | 70 | Table of mm | 60 | 50 | 40 | 30 | 20 | 10 |
|-----|-----|-----|-----|-----|----|----|----|-------------|----|----|----|----|----|----|

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day 15th September, 1990

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

INSTRUMENT SERVING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE CARRIED OUT PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.  
 Lengths are in metres. Sheet 1 of 4 sheets.

Plan: DP284480  
 Subdivision covered by Council Clerk's Certificate No. 5160 of 4-6-1983  
 Hedone Pty. Ltd.  
 Lot 15 Kingsford Drive, Kingsford.

1. Identity of easement finally referred to in above-mentioned plan  
 Easement to drain water 1 wide

| Lots Burdened | Lots Benefited                     |
|---------------|------------------------------------|
| 1             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 2             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 3             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 4             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 5             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 6             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 7             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 8             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 9             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 10            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 11            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 12            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 13            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 14            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 15            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 16            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 17            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 18            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 19            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 20            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 21            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 22            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 23            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 24            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 25            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 26            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 27            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 28            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |

2. Identity of easement finally referred to in above-mentioned plan  
 Easement to drain water 2 wide

| Lots Burdened | Lots Benefited                     |
|---------------|------------------------------------|
| 1             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 2             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 3             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 4             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 5             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 6             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 7             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 8             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 9             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 10            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 11            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 12            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 13            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 14            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 15            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 16            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 17            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 18            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 19            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 20            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 21            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 22            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 23            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 24            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 25            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 26            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 27            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 28            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |

3. Identity of easement finally referred to in above-mentioned plan  
 Easement to drain water 3 wide

| Lots Burdened | Lots Benefited                     |
|---------------|------------------------------------|
| 1             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 2             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 3             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 4             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 5             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 6             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 7             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 8             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 9             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 10            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 11            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 12            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 13            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 14            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 15            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 16            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 17            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 18            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 19            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 20            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 21            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 22            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 23            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 24            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 25            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 26            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 27            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 28            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |

4. Identity of easement finally referred to in above-mentioned plan  
 Easement for subsection 2.75 wide

| Lots Burdened | Lots Benefited                     |
|---------------|------------------------------------|
| 1             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 2             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 3             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 4             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 5             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 6             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 7             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 8             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 9             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 10            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 11            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 12            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 13            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 14            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 15            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 16            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 17            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 18            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 19            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 20            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 21            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 22            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 23            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 24            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 25            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 26            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 27            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 28            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |

5. Identity of restriction finally referred to in above-mentioned plan  
 Restriction as to use

*of Hedone P. Ltd.*  
 Hedone Pty. Ltd.  
 Hedone Road  
 Kingsford

INSTRUMENT SERVING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USES INTENDED TO BE CARRIED OUT PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.  
 Lengths are in metres. Sheet 2 of 4 sheets.

Plan: DP284480  
 Subdivision covered by Council Clerk's Certificate No. 5160 of 4-6-1983  
 Hedone Pty. Ltd.  
 Lot 15 Kingsford Drive, Kingsford.

5. Identity of restriction finally referred to in above-mentioned plan  
 Restriction as to use

| Lots Burdened | Lots Benefited                     |
|---------------|------------------------------------|
| 1             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 2             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 3             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 4             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 5             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 6             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 7             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 8             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 9             | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 10            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 11            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 12            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 13            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 14            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 15            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 16            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 17            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 18            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 19            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 20            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 21            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 22            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 23            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 24            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 25            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 26            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 27            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |
| 28            | 10, 17, 18, 19, 20, 22, 25, 26, 27 |

4. Terms of restriction as to use finally referred to in above-mentioned plan

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission cables) where necessary, with the right to come and go for the purpose of inspecting, maintaining and/or repairing such equipment and every person authorised by the Hedone County Council to enter onto and upon the said easement or any part thereof at all reasonable times and to bring and place and leave thereon or thereon vehicles things or persons and to bring and place and leave thereon or thereon any necessary materials machinery implements and things provided that the Hedone County Council and the persons authorised by it will take all reasonable precautions to ensure so little disturbance as possible to the service of the said easement and will restore that surface as nearly as practicable to its original condition.

5. Terms of restriction as to use finally referred to in above-mentioned plan

a) No private garage or outbuilding shall be erected or permitted to remain on any lot comprising either or concurrently with the erection of any such building which may be built thereon.

b) No building shall be erected or permitted to remain on any lot having external wall or walls of masonry other than brick, stone, timber concrete or glass, aluminium or asbestos cement or any other combination of the same PROVIDED THAT any such substance cement timber or aluminium shall not be used in external walls

*of Hedone P. Ltd.*  
 Hedone Pty. Ltd.  
 Hedone Road  
 Kingsford

|    |    |    |    |    |    |    |             |    |    |     |     |     |     |     |
|----|----|----|----|----|----|----|-------------|----|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | Table of mm | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|----|----|-------------|----|----|-----|-----|-----|-----|-----|

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

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.  
 19th September, 1990

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USEAS IMPOSED TO BE GRANTED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.  
 Lengths are in metres.  
 Sheet 3 of 4 sheets.  
 Plan: **DP264480**  
 Subdivision covered by Council Clerk's Certificate No. 5160 of 4-5-1985.

PAGE 2

- except as herein provided in conjunction with all or any of the other materials mentioned specified and any proportion of subsections, clause or subsection so used in relation to the verbal external walls shall not exceed 25% thereof.
- c) No building to be built exclusively as or for a single residence shall be erected or permitted to remain on any lot having a minimum overall floor area (excluding any attached garages or car porch) of less than 50 square metres.
  - d) No roof of any building erected on any lot shall be of corrugated metal of any kind or type whatsoever, or asbestos cement (PROVIDED HOWEVER that roofing of kerbside outbuildings shall preclude the erection of a building having a roof of corrugated metal of any kind if such building has a flat roof and is constructed in a gable and workmanlike manner.
  - e) No fence shall be erected on any lot to divide it from any other lot without the written consent of HERCONE PTY. LTD. but such consent shall be deemed to have been given if such fence is erected without expense to the said HERCONE PTY. LTD.
  - f) No advertisement, hoarding sign or similar structure shall be erected or permitted to remain on any lot nor shall any building erected thereon be used for the display of any advertisement or for the purpose PROVIDED HOWEVER that nothing contained herein shall preclude the erection of any advertisement, hoarding sign or similar structure which is erected in a gable and workmanlike manner and which is no larger than 0.97m x 0.91m whereby the lot upon which the same is erected is offered for sale.
  - g. Terms of restriction as to use as hereby referred to in above mentioned plan.

Name of person empowered to release vary or modify easement forthwith referred to in above mentioned plan:  
**THE HERCONE COUNCIL**

Name of person empowered to release vary or modify restriction forthwith referred to in above mentioned plan:  
**HERCONE PTY. LTD.**

*of Andrew P.*  


INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO  
USEAS IMPOSED TO BE GRANTED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.  
 Lengths are in metres.  
 Sheet 4 of 4 sheets.  
 Plan: **DP264480**  
 Subdivision covered by Council Clerk's Certificate No. 5160 of 4-5-1985.

PAGE 2

Name of person empowered to release vary or modify restriction forthwith referred to in above mentioned plan:  
**THE COUNCIL OF THE CITY OF FAIRFIELD**

The Common Seal of HERCONE PTY. LTD. was herewith affixed by authority of the Board in the presence of:

*P. Belmont*  
 Secretary



Signed in my presence by P.A. Elliott who is personally known to me

*P. Elliott*  
 The Town Clerk of the City of Fairfield

Signature of Witness  
 INSTRUMENT SETTING OUT INTERESTS CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919, LONGER WITH **DP264480**

*8.12.1985*

# Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2010, Schedule 1, Clause 4(1)

## AGREEMENT

This Agreement is made on 25 / 10 / 2018 at 4/57 MIMOSA ROAD, BOSSLEY PARK NSW BETWEEN

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

Name/s: Daniel & Sie Yieng Araneda

Address:

(Note: Address not required where there is a Landlord's Agent)

Phone:

Mobile:

Email:

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

Name/s: Sarkon Younan and Samera Ashak Huorms

Address: 23 Dransfield Road, Edensor Park NSW 2176

Phone:

Mobile: 0432 244 501

Email:

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

Name/s: Lora Pty Ltd T/as Century 21 The Parks Realty

Address: Shop 4/57 Mimosa Road

ACN:

Bossley Park NSW 2176

ABN: 95607084284

Phone: 9610 9444

Mobile:

Email: rentals.theparks@century21.com.au

Licence No.: 10043626

Licence Expiry:

## TERM OF AGREEMENT

The term of this Agreement is: SIX weeks / months / years

starting on: 07 / 11 / 2018 and ending on: 06 / 05 / 2019 (cross out if not applicable)

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

The residential premises are: 23 Dransfield Road, Edensor Park NSW 2176

The residential premises include: (include any additional matters, such as a parking space, garages or furniture provided)

## RENT

The rent is: \$470.00 per: WEEK payable in advance starting on: 07 / 11 / 2018

Rent Increase 1: Then from: / / pay: \$0.00 per: WEEK

Rent Increase 2: Then from: / / pay: \$0.00 per: WEEK

The tenant must pay the rent in advance on the WEDNESDAY of every WEEK (see Clause 4.2)

The method by which the rent must be paid:

(a) to: CENTURY 21 THE PARKS REALTY at: 4/57 MIMOSA ROAD, BOSSLEY PARK by cash or cheque; or

(b) into the following account:

Account Name:

Bank:

BSB:

Account No.:

Payment Reference:

or any other account nominated by the landlord; or

(c) as follows: BANK CHEQUE, MONEY ORDER, PERSONAL CHEQUE, OR EASYPAY CARD

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

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

A rental bond of 1,880.00 must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

**IMPORTANT INFORMATION****MAXIMUM NUMBER OF OCCUPANTS**

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

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

**URGENT REPAIRS**

Nominated tradespeople for urgent repairs:

Electrical Repairs: ..... Phone: .....

Plumbing Repairs: ..... Phone: .....

Building Repairs: ..... Phone: .....

Other: ASHOR SAIMANDO Phone: 0402 818 887

**WATER USAGE**

Will the Tenant be required to pay separately for water usage?  Yes  No If 'yes', see Clauses 11 and 12

**STRATA BY-LAWS**

Are there any strata or community scheme by-laws applicable to the residential premises?  Yes  No If 'yes', see Clause 35

**CONDITION REPORT**

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, the landlord and tenant agree that the condition report prepared for a tenancy agreement entered into by the tenant and dated 07 / 11 / 2018 applies to this Agreement.

**TENANCY LAWS**

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

**STANDARD TERMS OF AGREEMENT****RIGHT TO OCCUPY THE PREMISES**

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

**COPY OF AGREEMENT**

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

**RENT**

3. **The tenant agrees:**  
 3.1 to pay rent on time, and  
 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and  
 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.  
 4. **The landlord agrees:**  
 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and

4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and  
 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and  
 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and  
 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and  
 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and  
 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

**Note:**

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

## RENT INCREASES

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

### Note:

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

6. **The landlord and the tenant agree:**

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

## RENT DEDUCTIONS

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

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

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

- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

- 10.5.1 are separately metered, or  
10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and  
11.2 the landlord gives the tenant at least 21 days to pay the charges, and

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

- 11.4 the residential premises have the following water efficiency measures:

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

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

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

## POSSESSION OF THE PREMISES

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

## TENANT'S RIGHT TO QUIET ENJOYMENT

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

## USE OF THE PREMISES BY TENANT

15. **The tenant agrees:**  
15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and  
15.2 not to cause or permit a nuisance, and  
15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and  
15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and  
15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.  
16. **The tenant agrees:**  
16.1 to keep the residential premises reasonably clean, and

- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.
17. **The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:**
- 17.1 to remove all the tenant's goods from the residential premises, and
- 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

#### LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. **The landlord agrees:**
- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

#### URGENT REPAIRS

19. **The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:**
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

#### Note:

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

- (a) a burst water service,

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

#### SALE OF THE PREMISES

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

#### LANDLORD'S ACCESS TO THE PREMISES

23. **The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:**
- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

#### ALTERATIONS AND ADDITIONS TO THE PREMISES

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

#### LOCKS AND SECURITY DEVICES

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

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

#### TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

#### Note:

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

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

#### CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. **The landlord agrees:**
- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

#### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

#### MITIGATION OF LOSS

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

### RENTAL BOND

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

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

### SMOKE ALARMS

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

### SWIMMING POOLS

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

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

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 1996*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots]

- 40A. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:
- 40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

### LOOSE-FILL ASBESTOS INSULATION

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

### ADDITIONAL TERMS

Additional terms may be included in this agreement if:

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

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

### ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable]

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

- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2 if the fixed term is for more than 3 years, [specify amount below].

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

#### Note:

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

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

### ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
44. The landlord agrees that the tenant may keep the following animals on the residential premises:

45. The tenant agrees:
- 45.1 to have the carpet professionally cleaned and to have the residential premises fumigated, at the tenant's own expense, if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.
- 45.2 where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
- 45.3 to indemnify the landlord in respect of any damage to property or claims made as a result of damage to person or property caused or arising from animals having been kept on the residential premises during the tenancy.
- 45.4 when requested to provide written evidence of compliance with Clause 45.1 to the landlord/landlord's agent.

### ADDITIONAL TERM - CONDITION REPORT

46. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the landlord's signed condition report and the tenant has not returned the condition report within 7 days of receipt the tenant will be deemed to have accepted the condition report.
- 46.1. The condition report will form part of and be included in this agreement.

#### ADDITIONAL TERM - INSPECTIONS

- 47.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 23.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 47.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

#### ADDITIONAL TERM - CARE OF PREMISES

48. The tenant agrees, in addition to the requirements of Clauses 15, 16 and 17 of this agreement:
- 48.1 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 48.2 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 48.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 48.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 48.5 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 48.6 to, in respect to smoke alarms in the premises, advise the landlord/landlord's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail.
- 48.7 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 48.8 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 48.9 not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the landlord.
- 48.10 not to affix any television antenna to the premises.
- 48.11 not to maliciously or negligently damage the premises or any part of the premises.
- 48.12 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or its guest/s.

- 48.13 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 48.14 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 48.15 to notify the landlord of any infectious disease at the premises.

#### ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

*If Clause 40 is deleted this clause is not applicable.*

#### 49. Swimming Pool Safety and Maintenance

- 49.1 At the commencement of the tenancy, the landlord will:
- handover the pool in a condition that is safe for use
  - provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.
- 49.2 During the term of the tenancy:
- the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
    - child-restraint barriers are in place and properly maintained,
    - access gates and doors are securely closed at all times,
    - at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
    - at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
  - where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
  - the tenant is responsible for general maintenance including:
    - regular cleaning of filter baskets
    - maintaining required water levels
    - removing vegetation and other rubbish from the pool
    - maintaining the pool water condition
    - regular pool services
    - payment of costs for all required pool chemicals
    - advising the landlord or the agent immediately of any pool related problem.
- 49.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:
- opportunity to inspect the pool; and/or
  - a pool condition report completed by a professional pool service company.
- The tenant is to return the pool in good order and condition as at the beginning of the tenancy.
- 49.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.
- 49.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

**ADDITIONAL TERM - RENTAL BOND**

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

**ADDITIONAL TERM - TERMINATION**

51. On termination or expiration of the term the tenant agrees:
- to deliver vacant possession in accordance with the termination notice
  - to deliver up all keys and security devices
  - to advise as soon as possible of the tenants contact address
52. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
53. Should the agreement be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date of this agreement and where Additional Term Clauses 41 and 42 have been crossed out:
- the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
  - the tenant may be liable to pay, for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses
  - the parties are not relieved from their obligations to mitigate any loss on termination.
  - the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
54. Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement or the *Residential Tenancies Act 2010*.

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

**ADDITIONAL TERM - END OF TERM OR OCCUPANCY**

55. The tenant will on vacating the premises:
- Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
  - At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
  - Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
  - Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
  - Leave the premises (including the grounds) in a neat and tidy condition.
  - Fumigate as reasonably required if pets have been on the premises.
  - Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 55 (b), (c) and (f) to the landlord/landlord's agent on or before vacating.

- Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

**ADDITIONAL TERM - OCCUPANTS**

56. Taking into account the provisions of Clause 16.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - TELECOMMUNICATION SERVICES**

57. On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television - analogue, digital or cable) in the same condition as at the start of the tenancy, and ensure (if required) the services are transferred or terminated as the landlord may direct.
58. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.
59. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

**ADDITIONAL TERM - STATUTES AND BY-LAWS**

60. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clause 35 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.

**ADDITIONAL TERM - INSURANCE**

61. The landlord is not responsible for insuring the tenant's own property.
62. The tenant agrees, not by act or omission to, do anything which would cause any increase in the premium of any insurance the landlord may have over the premises (or their contents) or cause such insurance policy to be invalidated.

**ADDITIONAL TERM - RENT INCREASE**

63. In the case of a fixed term agreement the tenant agrees, if a rent increase is stated in the rent increase section on the first page of this agreement:
- subject to clause 5, the rental may be increased before the term ends and such increase shall be as set out in the rent increase section on the first page of this agreement.
  - where the agreement is for a period of more than 2 years the rent payable must not be increased more than once in any period of 12 months but may be increased subject to clause 5 whether or not the agreement sets out the amount or method of calculating the increase.

**Note:** *Residential Tenancies Act 2010* section 41: Notice of a rent increase must be given by a landlord or landlord's agent in accordance with this section even if details of the rent increase are set out in the residential tenancy agreement.

**ADDITIONAL TERM - PRIVACY STATEMENT**

64. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses personal information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (Cth)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this tenancy agreement applies; and/or
  - (2) tenancy databases for the purposes of properly assessing the risk in providing you with the lease and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
  - (3) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
  - (4) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord/landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
  - (5) Owners Corporations.
- (d) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (e) The tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (f) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

**ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS**

65. (a) The parties agree and confirm any documents and communications in relation to this Agreement may be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
  - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
  - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
  - (4) by email to the party at the appropriate email address as stated in this Tenancy Agreement; or
  - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 65(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.

- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

**NOTES**

**DEFINITIONS**

1. In this agreement:
- (1) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
  - (2) **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.
  - (3) **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.
  - (4) **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*.
  - (5) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
  - (6) **rental bond** means money paid by the tenant as security to carry out this agreement.
  - (7) **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.
  - (8) **tenancy** means the right to occupy residential premises under this agreement.
  - (9) **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.

#### **CONTINUATION OF TENANCY (if fixed term agreement)**

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

#### **ENDING A FIXED TERM AGREEMENT**

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

#### **ENDING A PERIODIC AGREEMENT**

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

#### **OTHER GROUNDS FOR ENDING AGREEMENT**

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

#### **WARNING**

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

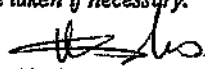
## SPECIAL CONDITIONS

1. The tenant agrees that the rent is to be paid 2 WEEKS IN ADVANCE AT ALL TIMES. There are no exceptions. The tenant acknowledges that a Termination Notice may be served if the rent falls more than 14 days in arrears.
2. The tenant hereby agrees to maintain and cut the grass and edges as often as necessary and keeps the grounds in a clean condition. This includes weeding garden beds and trimming trees including any council land at the front of the property.
3. There are to be no animals kept on the premises. A request must be made in writing to the Managing Agent for permission to have animals.
4. The tenant must ask for permission to change the locks and then must supply the Managing Agent with a set of keys for the new lock at the premises. The tenant hereby agrees to return the keys on the date of the termination, otherwise additional rent will be due as retaining the keys constitutes residence.
5. The tenant agrees to pay any water usage charges on the property promptly on receipt of water usage account. Water usage bills are to be paid within strictly 21 day accounts.
6. The tenant hereby agrees that the Managing Agent or Landlord has the right to enter the leased premises for an internal inspection between 3 – 6 months at reasonable hours with prior notice.
7. The tenant hereby agrees that the notice to vacate the premises must be given in writing to the managing agent. The tenant must give the Managing Agent 21 days' notice after the expiration of the Residential Tenancy Agreement.
8. In the event of the tenant vacating, the bond cannot be used for any rent outstanding. All rent and water bills must be paid in full prior to vacating.
9. The tenant has 7 days from the commencement of the tenancy to return their copy of the inspection report for the premises to the agent. Failure to do so will mean that the Agent's copy of the report is correct.
10. No cash will be accepted in the office.
11. The tenant hereby agrees that all repairs are to be carried out between 9:00am and 5:00pm Monday to Friday. Should the tenant require repairs to be carried out after hours, any surcharge cost may be required. Should you require general repairs to be carried out you must complete the maintenance request form and forward to our office by fax, email, post or deliver to our office.
12. Storage of goods, equipment or the hanging of clothes on the balconies is not permitted at any time and any breach of this condition will result in a notice of termination being issued.
13. The tenant agrees to supply their mobile, home and work telephone numbers to the managing agent and inform the managing agent of any changes.
14. The tenant agrees to leave the Century 21 display sign at the front of the premises for a minimum of 4 weeks from the start of tenancy.
15. The tenant agrees not to smoke inside the premises at any time.
16. Should any payment by the tenant/s be represented and/or dishonoured the tenants will pay a fee of \$22 for bank fees to Easy pay.
17. No blow up pools are to be installed at the property with any or 30cm height of water.

*NB: Failure to comply with any of the above is considered a breach of Residential Tenancy Agreement's terms and conditions and action against the tenant will be taken if necessary.*



TENANT



AGENT / LANDLORD


**SPECIAL CONDITIONS**

Special Conditions to this Agreement where inserted at the direction of the Landlord were prepared by the Landlord or an Australian Legal Practitioner under instruction from the Landlord and not from the Agent. No warranty is given by the Agent with respect to such clauses. Legal advice should be sought.

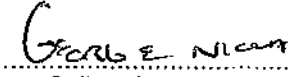
**SIGNATURES**

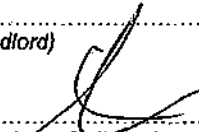
THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD:

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

in the presence of:

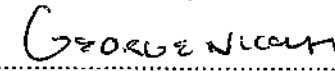
  
(Name of witness)

  
(Signature of witness)

SIGNED BY THE TENANT:

  
(Signature of tenant)

in the presence of:

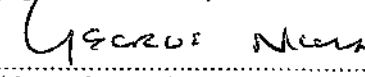
  
(Name of witness)

  
(Signature of witness)

SIGNED BY THE TENANT (2):

  
(Signature of tenant 2)

in the presence of:

  
(Name of witness)

  
(Signature of witness)

SIGNED BY THE TENANT (3):

.....  
(Signature of tenant 3)

in the presence of:

.....  
(Name of witness)

.....  
(Signature of witness)

SIGNED BY THE TENANT (4):

.....  
(Signature of tenant 4)

in the presence of:

.....  
(Name of witness)

.....  
(Signature of witness)

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

  
(Signatures of tenants)

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

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

# New tenant checklist

## What you must know before you sign a lease

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

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

If applicable, you should also receive:

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

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

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

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

### The lease

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

- I know that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- I know that any additional terms to the lease must be negotiated before I sign.
- I have checked that all additional terms to the lease are legal. For example, the lease does not include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

### Promised repairs

For any promises made by the landlord or agent (for example, replace the oven, paint a room, clean up the backyard, etc.):

- I have made sure these have already been done
- or
- I have an undertaking in writing (before signing the lease) that they will be done.

### Upfront costs

I am not being required to pay:

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

I am not being charged for:

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

Tel: 13 32 20 [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)



Fair  
Trading

*[Handwritten signatures]*



09/01/2020

Ken Lam Lawyers  
81 Derria Street  
CANLEY HEIGHTS NSW 2166

Dear Sir/ Madam

Following is your Planning Certificate as requested. Should you have any further queries please contact Council's City Strategic Planning Group on (02) 9725 0821.

---

**PLANNING CERTIFICATE**

(under section 10.7 of the Environmental Planning and Assessment Act 1979 as amended)

|                               |                        |
|-------------------------------|------------------------|
| <b>Applicant:</b>             | <b>Ken Lam Lawyers</b> |
| <b>Certificate No.:</b>       | <b>22/2020</b>         |
| <b>Applicant's Reference:</b> |                        |
| <b>Issue Date:</b>            | <b>09/01/2020</b>      |
| <b>Receipt No.:</b>           | <b>3453221</b>         |

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|                           |  |
|---------------------------|--|
| <b>PROPERTY ADDRESS:</b>  | <b>1 Lansbury Street EDENSOR PARK NSW 2176</b> |
| <b>LEGAL DESCRIPTION:</b> | <b>Lot: 2 DP: 264480</b>                       |

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**Marcus Rowan**  
**MANAGER STRATEGIC LAND USE PLANNING**

**PLEASE NOTE:** This is page 1 of 18. Should this Planning Certificate or any subsequent copy not contain this many pages, please confirm with council prior to acting on the basis of information contained in this certificate.



**Information provided under  
Section 10.7(2) of the Environmental Planning and Assessment Act 1979**

**Notes:**

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- (1) The following prescribed matters may apply to the land to which this certificate relates.
  - (2) Where this certificate refers to a specific allotment (or allotments) within a strata plan, the certificate is issued for the whole of the land within the strata plan, not just the specific allotment(s) referred to, and any information contained in the certificate may relate to the whole, or any part, of the strata plan.
  - (3) The following information is provided pursuant to Section 10.7(2) of the Environmental Planning and Assessment Act 1979 as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is applicable as at the date of this certificate.
  - (4) Information provided in this certificate should be interpreted in conjunction with the relevant plans, policies and documents held at Council. In order to obtain copies of these documents you may purchase them by either contacting Council's City Development Group on (02) 9725 0821 or attending Council's Administration Centre at 86 Avoca Road, Wakeley.
- 

**1. Names of relevant planning instruments and DCPs**

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

State Environmental Planning Policies (SEPP)

**SEPP (Housing for Seniors or People with a Disability) 2004**

**SEPP No. 33 - Hazardous and Offensive Development**

**SEPP (Major Development) 2005**

**SEPP No. 50 - Canal Estate Development**

**SEPP No. 55 - Remediation of Land**

**SEPP No. 64 - Advertising and Signage**

**SEPP No. 65 - Design Quality of Residential Flat Development**

**SEPP No. 19 - Bushland in Urban Areas**

**SEPP (Infrastructure) 2007**

**SEPP (Exempt and Complying Development Codes) 2008**

**SEPP (Affordable Rental Housing) 2009**

**SEPP (State and Regional Development) 2011**

**SEPP (Primary Production and Rural Development) 2019**

**SEPP (Mining, Petroleum Production and Extractive Industries) 2007**

**SEPP (Miscellaneous Consent Provisions) 2007**

**SEPP No. 21 - Caravan Parks**

**SEPP (Building Sustainability Index: BASIX) 2004**

**SEPP (Vegetation in Non-Rural Areas) 2017**

**SEPP (Educational Establishments and Child Care Facilities) 2017**

Regional Environmental Plans (Deemed SEPP)

**Sydney Regional Environmental Plan No. 9 - Extractive Industry (No 2-1995)**

**The Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment**

Local Environmental Plans (LEP)

**Fairfield Local Environmental Plan 2013**

**Published on NSW Legislation Website: 17/05/2013.**

**In Force from: 31/05/2013.**

**As Amended.**

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

**Draft Amendment to Fairfield LEP 2013 - Cl.6.4 Flood Risk Management – proposes to remove references to residential accommodation, commercial premises, industries and include new reference to seniors housing.**

**There is no draft SEPP applying to this land.**

**There is no other draft LEP applying to this land.**

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

**The land is subject to adopted Development Control Plans. (See attached schedule).**

- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

**2. Zoning and land use under relevant LEP**

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

**(a) WHAT IS THE IDENTITY OF THE ZONE?**

**Zone R2 Low Density Residential**

**(b) WHAT IS PERMITTED WITHOUT DEVELOPMENT CONSENT?**

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

**(c) WHAT IS PERMITTED ONLY WITH DEVELOPMENT CONSENT?**

**Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Oyster aquaculture; Pond based aquaculture; Tank based aquaculture; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Hospitals; Hostels; Information and education facilities; Places of public worship; Public administration buildings; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing.**

**(d) WHAT IS PROHIBITED?**

**Any other development not specified in item b or c.**

***There is no other draft LEP applying to this land.***

**Additional uses that are permitted with development consent.**

**There are no additional uses permitted with consent.**

- (e) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed.

**No development standards that fix the minimum land dimensions for the erection of a dwelling house apply to this land. Controls in other policies and plans may apply.**

(f) Whether the land includes or comprises critical habitat.

**No**

(g) Whether the land is in a conservation area (however described).

**No**

(h) Whether an item of environmental heritage (however described) is situated on the land.

**No.**

**Attention is drawn however to Clause 5.10(5) of Fairfield Local Environmental Plan 2013:**

**"The consent authority may, before granting consent to any development:**

**(a) on land on which a heritage item is located, or**

**(b) on land that is within a heritage conservation area, or**

**(c) on land that is within the vicinity of land referred to in paragraph (a) or (b),**

**require a heritage management document to be prepared to assess the extent to which the carrying out of the proposed development would affect the heritage significance of the heritage item or heritage conservation area concerned."**

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

**Not applicable.**

**3. Complying development**

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

**Housing Code:**

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

**Low Rise Medium Density Housing Code**

**Complying development under the Low Rise Medium Density Housing Code may be carried out on the land.**

**Housing Alterations Code:**

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

**Commercial and Industrial Alterations Code:**

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

**Commercial and Industrial (New Buildings and Additions) Code:**

No. The Commercial and Industrial (New Buildings and Additions) Code does not apply to the land.

**Subdivision Code:**

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

**Rural Housing Code:**

No. The Rural Housing Code does not apply to this land.

**General Development Code:**

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

**Demolition Code:**

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

**Fire Safety Code:**

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

**Container Recycling Facilities Code:**

No. The Container Recycling Facilities Code does not apply to the land.

- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

**None Relevant.**

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Council does not have any relevant statement to make in relation to any further restrictions that may apply to complying development being carried out on the land. All information in relation to the extent that complying development can be carried out on the land is provided under Part 3(1) & (2) of this certificate.**

**Note:** Clause 3 refers only to land based exclusions as listed in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the SEPP (Exempt and Complying Development Codes) 2008. To be complying development, the development must be complying development that meets the standards and other requirements specified for that development as required by the SEPP. Please contact your accredited certifier or Council for further information.

#### **4. Coastal Protection**

Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been notified by the Department of Public Works.

**No, this land is not affected.**

##### **4A Information relating to beaches and coasts**

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.

**No order under Part 4D of the *Coastal Protection Act 1979*, has been made.**

- (2) In relation to a coastal council:

- (a) whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and

**Council has not received any such notification.**

- (b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.

**Not applicable.**

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

In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 946B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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

**No annual charges under section 553B of the *Local Government Act 1993*, are applicable to the land.**

**5. Mine Subsidence**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

**No, this land is not affected.**

**6. Road widening and road realignment**

Whether or not the land is affected by any road widening or road realignment under Division 2 or Part 3 of the *Roads Act 1993*, any environmental planning instrument, or any resolution of the council.

**The land is not affected by any road widening proposal under Division 2 of Part 3 of the *Roads Act* or *Fairfield Local Environmental Plan 2013*.**

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

Whether or not the land is affected by a policy:

- (a) adopted by the council, or
- (b) adopted by any other 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 soils or any other risk, other than flooding.

**Council’s policies on hazard risk restrictions are as follows:**

**(i) Landslip**

**The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of landslide risk or subsidence.**

**(ii) Bushfire**

**Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as defined in Part 4 of the Environmental Planning and Assessment Act 1979.**

**(iii) Tidal Inundation**

**The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of tidal inundation.**

**(iv) Subsidence**

**No, the land is not so affected**

**(v) Acid Sulfate Soils**

**The land is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council (for the express purpose of its adoption by that authority being referred to in Planning Certificates issued by Council) that restricts development on the land because of the likelihood of acid sulfate soils.**

**(vi) Any other risks**

**No, the land is not so affected**

**7A. Flood related development controls information**

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

**This land is subject to the flood related development controls included in the Fairfield City-Wide Development Control Plan 2013 in relation to the above development types. These controls apply (either directly, or indirectly by reference in site-specific DCPs) to all land in the Fairfield Local Government Area.**

Generally, development controls will apply to development if the land (or part of the land) is within the floodplain or is affected by overland flooding.

Based on the information currently available to Council, this land is not affected by mainstream flooding. However, this is subject to future flood studies and reviews.

Part or all of this land is within the floodplain and may be affected by local overland flooding. This parcel is not in an area in which Council's current program of overland flood risk mapping has been completed. The term local overland flooding means inundation by local runoff rather than overbank discharge from a stream, river, estuary, lake or dam. If you are planning a development proposal, you may be required to undertake an Overland Flood Study prepared by a suitably qualified civil engineer experienced in flood analysis to identify the overland flood levels and velocities for the site.

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

This land is subject to the flood related development controls included in the Fairfield City-Wide Development Control Plan 2013 in relation to the above development types. These controls apply (either directly, or indirectly by reference in site-specific DCPs) to all land in the Fairfield Local Government Area.

Generally, development controls will apply to development if the land (or part of the land) is within the floodplain or is affected by overland flooding.

Based on the information currently available to Council, this land is not affected by mainstream flooding. However, this is subject to future flood studies and reviews.

Part or all of this land is within the floodplain and may be affected by local overland flooding. This parcel is not in an area in which Council's current program of overland flood risk mapping has been completed. The term local overland flooding means inundation by local runoff rather than overbank discharge from a stream, river, estuary, lake or dam. If you are planning a development proposal, you may be required to undertake an Overland Flood Study prepared by a suitably qualified civil engineer experienced in flood analysis to identify the overland flood levels and velocities for the site.

**Note:** The flood information is the current information to date. However, Council reviews flood studies on an on-going basis and new information may become available in future. Please contact Council's Catchment Planning Division on 9725 0222 for any updated information.

**Note:**

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3. Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.
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**8. Land reserved for acquisition**

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

**The land is not reserved for acquisition under Fairfield Local Environmental Plan 2013.**

**9. Contributions plans**

The name of each contributions plan applying to the land.

**Fairfield City Council Indirect (Section 94A) Development Contributions Plan 2011 applies to all land within the City of Fairfield.**

**Fairfield City Council Direct (Section 94) Development Contributions Plan 2011 applies to this land.**

**9A. Biodiversity certified land**

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

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

**The land is not biodiversity certified land.**

**10. Biodiversity stewardship sites**

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

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

**No such agreement applies to the land.**

**10A. Native vegetation clearing set asides**

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

**Not applicable.**

**11. Bush fire prone land**

If any of the land is bush fire prone land (as defined in Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

**Council has been supplied by the NSW Rural Fire Service with a hazard map for the purposes of a bush fire risk management plan applying to land within the Fairfield local government area. Based on that map, it appears the land referred to in this certificate is not bush fire prone as defined in Part 4 of the Environmental Planning and Assessment Act 1979.**

**12. Property vegetation plans**

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

**No.**

**13. Orders under Trees (Disputes between Neighbours) Act 2006**

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

**No**

**14. Directions under Part 3A**

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

**No such direction applies to the land.**

**15. Site compatibility certificates and conditions for seniors housing**

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies:

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware in respect of proposed development on the land and, if there is a certificate, the statement is to include:
  - (i) the period for which the certificate is current, and

- (ii) that a copy may be obtained from the head office of the Department of Planning and Environment, and

**No such certificate applies to the land.**

- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

**No such terms apply to the land.**

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

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department.

**No such certificate applies to the land.**

**17. Site compatibility certificates and conditions for affordable rental housing**

(1) A statement to the whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the head office of the Department of Planning.

**No such certificate applies to the land.**

(2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that has been imposed as a condition of consent to a development application in respect of the land.

**No such terms apply to the land.**

**18. Paper subdivision information**

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.
- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

**No such plan or order applies to the land**

**19. Site verification certificates**

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and  
 Note: A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department of Planning and Environment.

**No such certificate applies to the land**

**20. Loose-fill asbestos insulation**

If the land includes 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, a statement to that effect.

**Not Applicable.**

**21. Affected building notices and building product rectification orders**

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

**None Relevant**

**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 land within the meaning of that Act—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 within the meaning of that Act—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 within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—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 within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

**Continuously updated information in relation to the above matters can also be found by searching the records of the Environmental Protection Authority (EPA) at the website of the EPA. The search page can be found at: <http://www.epa.nsw.gov.au/prclmapp/searchregister.aspx>.**

**The following information is available to Council but may not be current:**

**Council has adopted by resolution a policy (commencing 1 August 2000), on contaminated land which may restrict the development of land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of Council's adopted policy and the application of provisions under the State Legislation is warranted.**

**The land is not within an investigation area or remediation site under Part 3 of the Contaminated Land Management Act 1997.**

**The land is not subject to an investigation order or a remediation order within the meaning of the Contaminated Land Management Act 1997.**

**The land is not subject to a voluntary investigation proposal (or voluntary remediation proposal) that is the subject of the Environment Protection Authority's agreement under Section 19 or 26 of the Contaminated Land Management Act 1997.**

**The land is not subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.**

**Note 2:** Any advice received by Council pursuant to section 26(2) of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009, is included below.

**No such certificate applies to the land.**

# FAIRFIELD CITY COUNCIL

## DEVELOPMENT CONTROL PLANS

### Fairfield City Wide DCP

| Title  | Adopted by Council | Effective Date   |
|--|--------------------|------------------|
| Fairfield CityWide Development Control Plan 2013   | 13 November 2012   | 31 May 2013      |
| <u>Amendment No.1</u> change maximum height permissible for detached secondary dwellings, clarify requirements and correct various anomalies, incorporate outdoor dining policy into a number of site specific DCPs (see table below)  | 11 February 2014   | 5 March 2014     |
| <u>Amendment No.2</u> amend chapter 2 to reference Site Specific DCP – Wetherill Park Market Town  | 20 March 2013      | 7 March 2014     |
| <u>Amendment No.3</u> Introduce Chapter 4B - Secondary Dwellings in Rural Area - Horsley Park and Cecil Park   | 11 December 2013   | 14 March 2014    |
| <u>Amendment No. 4</u> amends Chapter 9 Industrial Development Site Specific Controls for 449 Victoria Street and 96 Newton Road, Wetherill Park   | 24 September 2013  | 21 March 2014    |
| <u>Amendment No.5</u> amends Chapters 2 and 10 and Appendix B to ensure provisions within the DCP are in line with the SEPP (Exempt and Complying Development Codes) 2008.   | 13 May 2014        | 28 May 2014      |
| <u>Amendment No. 5A</u> amends Chapter 6A – Multi Dwelling Housing – Town house and Villas: Site Specific DCP – 46 & 50 Cobbett Street, Wetherill Park.  | 12 March 2013      | 22 August 2014   |
| <u>Amendment No. 6</u> including increase to building heights for detached granny flats, removal of reference to minimum lot sizes for R1 zoned lands, inclusion of new controls and provisions relating to neighbourhood shops and pad mounted sub stations, clarify requirements and correct a number of anomalies associated with secondary dwellings, dual occupancy, narrow lots and residential flat buildings and other minor inconsequential amendments. | 12 August 2014     | 3 September 2014 |
| <u>Amendment No. 6A</u> amends Chapter 14 Subdivision – Applying to land located on 630 Elizabeth Drive and 9-10 Schubert Place, Bonnyrigg Heights to facilitate a future road link between Stivala Place and Schubert Place.  | 12 August 2014     | 3 September 2014 |
| <u>Amendment No.7</u> proposed amendments include – Additional Controls for Child Care Centres, Boarding Houses and Granny Flats; Revised Heritage Chapter; New provisions relating to CCTV for specific land uses, and; Acoustic measures for development in the Rural Area.  | 25 November 2014   | 3 December 2014  |
| <u>Amendment No. 7A</u> amends Chapter 10 Miscellaneous Development - applying to land located on 1 Bartley Street, Cabramatta to facilitate the development of a hotel or motel accommodation at the Cabravale Diggers site.  | 26 August 2014     | 16 January 2015  |
| <u>Amendment 8</u> amends Chapter 9 – Industrial Development. This amendment includes provisions for industrial/employment development proposals in close proximity to residential land. The amended controls cover the following issues: General Design Requirements (including setback considerations, driveways, loading and storage areas, etc); Bulk and scale; Vehicular and Pedestrian Access Privacy; Light Spill; Noise and Vibration; and Landscaping. | 10 March 2015      | 1 April 2015     |
| <u>Amendment 9</u> includes new provisions relating to various forms of residential development including: Building Appearance, Landscaping, Private Open space, Minimum Lot Width, Car Parking Rates and Notification of S82A Applications.   | 12 May 2015        | 27 May 2015      |
| <u>Amendment 10</u> including amendments to: <ul style="list-style-type: none"> <li>• the intent of the Development Control Plan and Development Application process – the DA Guide</li> <li>• provisions for rural zone development</li> <li>• residential flat building setbacks</li> <li>• heritage advice</li> <li>• road classifications</li> </ul>   | 14 July 2015       | 5 August 2015    |
| <u>Amendment No.11</u> includes site specific development controls (private open space, car parking and dwelling density) for 46-50 Cobbett Street, Wetherill Park included in Chapter 6A Multi Dwelling Housing – Townhouses and Villas.  | 1 December 2015    | 16 December 2015 |
| <u>Amendment No. 12</u> addresses anomalies in the DCP including but not limited to providing clarity on minimum room sizes, updated acoustic proofing measures for new dwellings in rural areas, car parking rates for disabled parking, and provisions for site  | 10 May 2016        | 25 May 2016      |

|  |                   |                  |
|--|-------------------|------------------|
| servicing and loading requirements in neighbourhood shops in residential zones.  |                   |                  |
| <b>Amendment No. 13</b> Clarification to requirements for acoustic measures for development in the rural areas, location of alfresco areas for secondary dwellings, car parking rates for restaurants & amendments to ensure controls for residential flat buildings are consistent with the State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development & associated Apartment Design Guide.  | 14 March 2017     | 5 April 2017     |
| <b>Amendment No. 14</b> Site specific provisions for 620 Elizabeth Drive, Bonnyrigg Heights.   | 27 June 2017      | 15 Sept 2017     |
| <b>Amendment No. 15</b> Amendment to Appendix G, and addition of Appendix H to introduce Aboriginal Heritage Management controls for development across Fairfield City   | 12 September 2017 | 28 February 2018 |
| <b>Amendment No. 16</b> Amendments provide clarity relating to alfresco areas and carports provisions for secondary dwellings, lot width provisions for dual occupancy and multi dwelling housing on cul-de-sac heads, setbacks for residential flat buildings on corner sites, removal of Chapter 8B Neighbourhood and Local Centres – Mixed Use (Up to 2 storeys) to ensure consistency with the Apartment Design Guide, inclusion of accessibility requirements, inclusion of Council's Stormwater Management Policy, and guidelines for acknowledging petitions. | 27 February 2018  | 21 March 2018    |
| <b>Amendment No. 17</b> Amendment to Chapter 11 – Flood Risk Management to ensure consistency with proposed amendments to Clause 6.4 – Floodplain Risk Management of the Fairfield Local Environmental Plan 2013. A new category of "very low flood risk" has also been introduced.  | 21 November 2017  |                  |
| <b>Amendment No. 18</b> Amendment to Chapter 10.11 to revise existing site specific DCP in relation to the Cabravale Diggers Club site at 1 Bartley Street, Canley Vale  | 14 November 2017  | 28 February 2018 |
| <b>Amendment No. 19</b> Amendment to introduce site specific development controls for 17-23 Longfield Street, Cabramatta.  | 11 September 2018 | 28 February 2019 |
| <b>Amendment No. 20</b> Amendment No. 20 provides clarity on controls and guidelines within the following chapters: <ul style="list-style-type: none"> <li>• Chapter 3 – Environmental Management and Constraints;</li> <li>• Chapter 4A – Development in the Rural Zones;</li> <li>• Chapter 5A – Dwelling Houses;</li> <li>• Chapter 5B – Secondary Dwellings;</li> <li>• Chapter 6A – Multi Dwelling Housing;</li> <li>• Chapter 6B – Dual Occupancy;</li> <li>• Chapter 9 – Industrial Development; and</li> <li>• Chapter 14 – Subdivision</li> </ul>           | 12 February 2019  | 13 March 2019    |

## Place Based and Site Specific DCPs

| Title  | Adopted by Council' | Effective Date  |
|--|---------------------|---|
| Bonnyrigg Town Centre DCP.28(2010)<br>- <b>Amendment No.1</b> (Awning controls and amendment to area subject to Bonnyrigg Town centre DCP – 3.11.2010)<br>- <b>Amendment No.2</b> (Outdoor Dining Controls –5.3.2014)  |                     | 28 May 2004   |
| Bonnyrigg Town Centre DCP 2018<br>The DCP will replace the Bonnyrigg Town Centre DCP No.28 (2010)  | 6 August 2019       | To be Determined - Upon Gazettal of Fairfield LEP 2013 – Amendment No. 31 |
| Cabramatta Town Centre DCP (5/2000)<br>- <b>Amendment No.1</b> (Outdoor Dining Controls –5.3.2014)<br>- <b>Amendment No. 2</b> (New clause regarding Model Submission – 3.09.2014)<br>- <b>Amendment No. 3</b> (Amended clauses and map regarding Precinct 2- Dutton Lane Car Park)  | 11 October 2016     | 10 March 2017   |
| Fairfield City Centre DCP 2013<br>- <b>Amendment No.1</b> (Outdoor Dining Controls – 5.3. 2014)<br>- <b>Amendment No. 2</b> (Remove reference to Public Art Guide and update signage controls reference – 3.09.2014)<br>- <b>Amendment No. 3</b> (removes reference to the Fairfield Art Strategy as Council has not formally adopted a Public Art Strategy) | 10 May 2016         | 25 May 2016   |
| Canley Corridor DCP No.37 (2013)<br>(Canley Vale and Canley Heights town centres)<br>- <b>Amendment No.1:</b> (Development Controls for Adams Reserve 12.9.2006)   | 10 May 2016         | 25 May 2016   |

|   |                  |              |
|---|------------------|--------------|
| <ul style="list-style-type: none"> <li>- <u>Amendment No.2:</u> (Development Controls for 45-47 Peel St, Canley Heights 9.4.2008)</li> <li>- <u>Amendment No.3:</u> (Awnings controls 3.11.2010)</li> <li>- <u>Amendment No.4:</u> (Development Controls for 190 Canley Vale Rd, Canley Heights 19.4.2011)</li> <li>- <u>Amendment No.5:</u> (References to Fairfield LEP 2013 31.5.2013)</li> <li>- <u>Amendment No.6:</u> (Outdoor Dining Controls -5.3.2014)</li> <li>- <u>Amendment No. 7</u> (Remove reference to Public Art Guide – 3.09.2014)</li> <li>- <u>Amendment No. 8</u> (Include 46 Derby Street, Canley Heights into Town Centre Catchment – 01.07.2015)</li> <li>- <u>Amendment No. 9</u> (removes reference to the Fairfield Art Strategy as Council has not formally adopted a Public Art Strategy)</li> </ul> |                  |              |
| Fairfield Heights Local Centre DCP 2013   | 13 November 2012 | 31 May 2013  |
| Prairiewood Town Centre – Southern Precinct DCP 2013  | 13 November 2012 | 31 May 2013  |
| Site Specific DCP – Wetherill Park Market Town  | 20 March 2013    | 7 March 2014 |

## Master Plans

| Title  | Adopted by Council* | Effective Date |
|--|---------------------|----------------|
| Prairiewood Masterplan (December 2005)   | 13 November 2012    | 31 May 2013    |
| Fairfield Town Centre Masterplans – The Crescent and Barbara Street Precincts (May 2007) |                     | May 2007       |

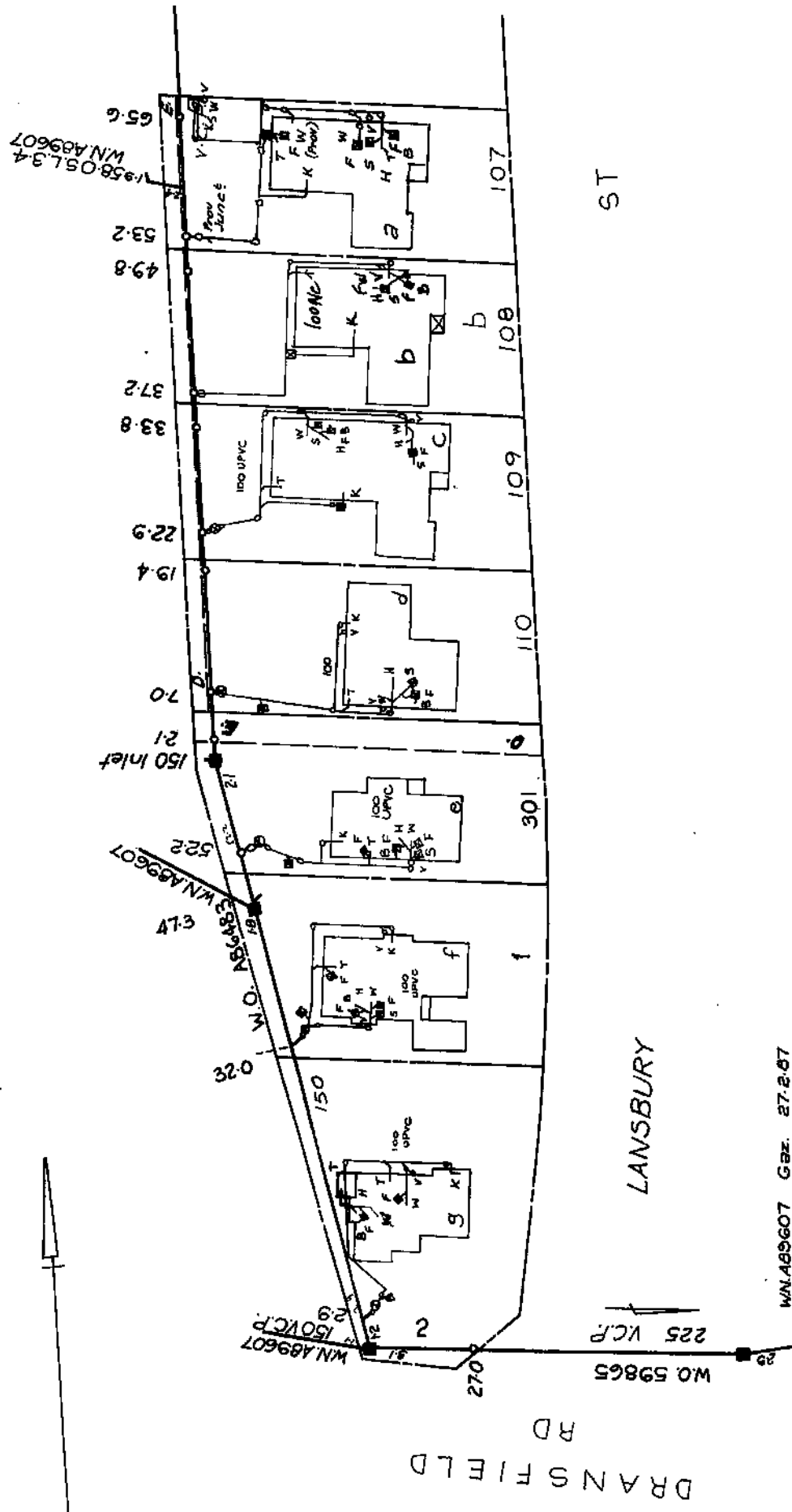
## Urban Design Studies

| Title  | Adopted by Council |
|--|--------------------|
| Fairfield City Centre Key Sites Urban Design Study | 27 March 2018      |
| Fairfield Heights Town Centre Urban Design Study   | 27 March 2018      |
| Villawood Town Centre Urban Design Study           | 27 March 2018      |

\* Note: Some "In Force" Development Control Plans may be under review, check with Council for date of last amendment.

0876107

Copy of Diagram No.



**SEWERAGE SERVICE DIAGRAM**  
 CITY OF Fairfield  
 SUBURB OF Edensor Park

M. W. S. & D. B.  
 Scale: Approx. 1:500  
 Distances/deepins in metres  
 pipe diameters in millimetres

**SYMBOLS AND ABBREVIATIONS**

|             |             |           |               |                  |              |                    |           |        |              |              |               |                 |                |
|-------------|-------------|-----------|---------------|------------------|--------------|--------------------|-----------|--------|--------------|--------------|---------------|-----------------|----------------|
| Manhole     | Chamber     | Lampole   | Boundary Trap | Inspection Shaft | Pit          | Grease Interceptor | Gully     | P Trap | Reflux Valve | Cleaning Eye | Vertical Pipe | Vent Pipe       | Soil Vent Pipe |
| OWS         | IP          | MF        | T             | K                | W            | B                  | H         | S      | Jn.          | DW.          | F             | M               | BS             |
| Waste Stack | Induct Pipe | Mica Flap | Tubs          | Kitchen Sink     | Water Closet | Bath Waste         | Handbasin | Shower | Junction     | Dishwasher   | Floor Waste   | Washing Machine | Bar Sink       |

**SEWER AVAILABLE**  
 Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer.  
**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3).  
 The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wellington Office (Section 33 of Board's Act).  
 Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only.

**DRAINAGE**

Supervised by: \_\_\_\_\_  
 Inspector: \_\_\_\_\_  
 Field Diagram Examined by: \_\_\_\_\_  
 Chief Inspector: \_\_\_\_\_

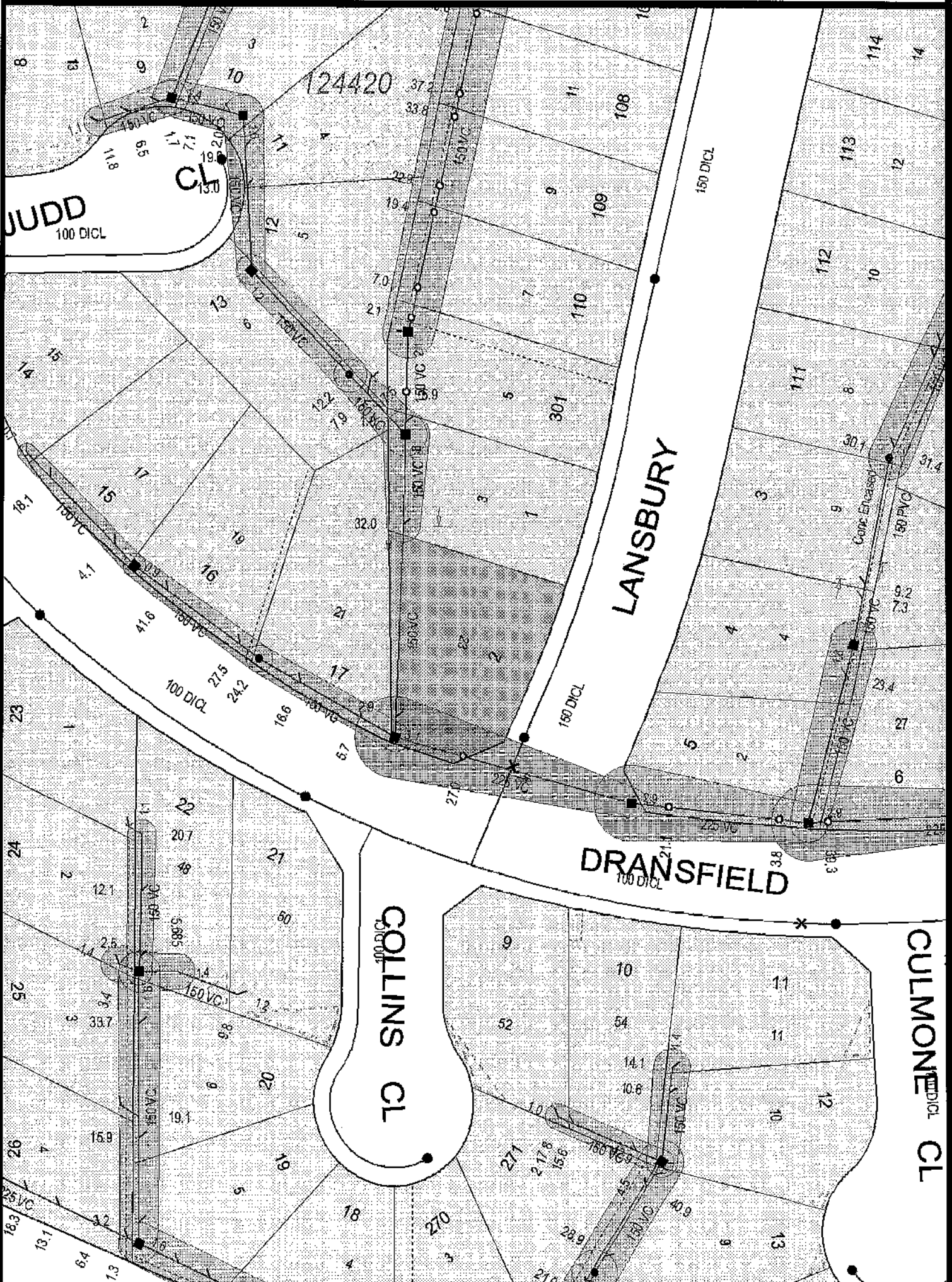
**PLUMBING**

Supervised by: \_\_\_\_\_  
 Inspector: \_\_\_\_\_  
 Tracing Checked by: \_\_\_\_\_  
 Sheet No. 08761

Date of Issue: \_\_\_\_\_  
 Outfall: F.F. Drainer \_\_\_\_\_  
 W.S. U.r.s. Plumber \_\_\_\_\_  
 W.O. A.86.4.83 Gaz. on 27.6.82  
 W.O. 5.9.8.6.5 Gaz. on 27.6.82  
 Boundary Trap is not required

Connection Dates: a. 30/10/84 b. 17/1/89 c. 18/1/89 d. 88 d. 30/8/83 e. 10/5/84 f. 29/8/84 g. 22/5/91 h. \_\_\_\_\_ i. \_\_\_\_\_ j. \_\_\_\_\_ k. \_\_\_\_\_ l. \_\_\_\_\_ m. \_\_\_\_\_ n. \_\_\_\_\_ o. \_\_\_\_\_ p. \_\_\_\_\_ q. \_\_\_\_\_

NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.