

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 165152730	NSW DAN:
vendor's agent	Valley Estate Agents Maitland 1/444 High Street MAITLAND NSW 2320		Phone: 02 4934 1901 Fax: 4027 5071 Ref: Alana Barker
co-agent			
vendor	32 Concord Circuit Clifftleigh NSW 2321		
vendor's solicitor	Hunter Legal & Conveyancing Level 1, Suite 2 12 Elgin Street Maitland NSW 2320		Phone: 1300 224 828 Fax:
date for completion	28 days after the contract date	(clause 15)	Email: sophie@hunterlegal.com.au
land	32 CONCORD CCT CLIFTLEIGH 2321		
(Address, plan details and title reference)	Lot 931 in Deposited Plan 1223319 931/1223319		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: shed		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: water tank, garden shed
exclusions	hose reel, gun safe
purchaser	
purchaser's solicitor	Phone: Fax: Ref:
Price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

<p>VENDOR</p> <hr/> <p>Signed By _____</p> <p>Vendor _____</p> <p>Vendor _____</p>	<p>PURCHASER</p> <hr/> <p>Signed By _____</p> <p>Purchaser _____</p> <p>Purchaser _____</p>												
<p>VENDOR (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Office held </td> <td style="width: 50%; border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	<p>PURCHASER (COMPANY)</p> <hr/> <p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> <td style="width: 50%; border: none;"> _____ Signature of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> <td style="width: 50%; border: none;"> _____ Name of authorised person </td> </tr> <tr> <td style="width: 50%; border: none;"> _____ Office held </td> <td style="width: 50%; border: none;"> _____ Office held </td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

NO yes

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

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

land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *GSTRW payment* (residential withholding payment)

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

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

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

Amount purchaser must pay – price multiplied by the *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

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

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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1. Alteration to Printed Form

The Vendor and the Purchaser agree that the clauses of the printed form of contract are amended as follows:

- a) Clause 14.2.1 and 14.2.2 shall be deleted.
- b) Clause 18 is amended by adding the following Clause 18.8 'The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property.'
- c) Clause 23.9.1 shall be deleted.
- d) Clause 23.13 is amended and replaced with 'The Purchaser must obtain a copy of the information certificate, section 109 or section 184 certificate under the Strata Schemes Management Act 2015 in relation to the property at least 7 days before completion and service it on the Vendor via email.'
- e) Clause 23.14 shall be deleted.

2. Claims by the Purchaser

Notwithstanding the provisions of Clause 6 and 7 hereof the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 entitling the Vendor to rescind this contract.

3. Reasonable Notice

- 3.1. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform, pursuant to Clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provision of Clause 21.1.
- 3.2. It is further agreed between the parties that in circumstances justifying the issue of a Notice to Completed and/or Notice to Perform by the Vendor, then in addition to the balance of the price, the Purchaser shall pay to the Vendor the sum of Five Hundred Dollars (\$500.00) exclusive of GST, agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice.
- 3.3. The Purchaser's obligation to pay the sum referred to in Clause 3.2 hereof is an essential term of this contract and shall in no way effect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of contract.

4. Liquidated Damages

- 4.1 In the event that the Purchaser does not complete this contract on or before the completion date and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the balance of the purchase price at the rate of 10% pa until completion.
- 4.2 The sum of Four Hundred and Forty Dollars (\$440.00) on account of the additional legal fees incurred by the Vendor because of the delay.
- 4.3 The Purchaser acknowledges that the payment of liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

5. Death, Mental Incapacity or Assignment of Estate

If the Purchaser or Vendor or any one or more of them shall die, become mentally incapacitated or bankrupt prior to completion of this contract, then either party may, by notice in writing to the other party's legal representative rescind this contract whereupon the provisions of this contract as to rescission shall apply. The provisions of this clause do not apply in the event of the death of a Vendor who owns his or her interest in the property as joint tenants.

6. Condition of Property

The Purchaser acknowledges to the Vendor that:

- 6.1 The Purchaser relies upon his own inspections and enquiries in relation to the property and not upon any warranties or representations made by or on behalf of the Vendor (except as are expressly set out in this contract).
- 6.2 The Purchaser is satisfied as to the approved and capable use and condition of the property.
- 6.3 The Purchaser acknowledges that the property (including its appurtenances if any) is sold in its present condition and state of repair and that he has satisfied himself by his own inspection and inquiries as to the state of repair condition and nature of the property and of any of improvements included with it and that unless otherwise contained in this contract no warranty representation of undertaking on the part of the Vendor in relation to such property and improvements has been made and no requisition or claim shall be made by the Purchaser in respect of such matters. The Purchaser shall not call upon the Vendor to do any work whatsoever in relation to the said property or any of its improvements.
- 6.4 The Purchaser will not make any requisitions, raise any objection or claim any compensation in respect of the relationship of the property to the boundaries and the position of the fencing, if any, on the boundaries of the said land.
- 6.5 The Vendor shall not be responsible for any mechanical breakdown after the making of this contract in respect of any inclusions.

7. Deposit

In the event:

- a) The Purchaser defaults in the observance of any obligation hereunder which is or the performance of which has become essential; and
- b) The Purchaser has paid a deposit of less than 10% of the purchase price; and
- c) The Vendor terminates this agreement

Then the Vendor, as a consideration of accepting less than a 10% deposit, shall be entitled to recover from the Purchaser of the amount equal to 10% of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This Clause shall not merge on termination of this agreement.

8. Deposit Bond

The parties agree that in the event the Purchaser requests to use a Deposit Bond, a Deposit Bond will be accepted provided the Deposit Bond:

- a) is underwritten by **QBE Insurance (Australia) Ltd.**;
- b) is for an amount equal to the 10% deposit or the balance of the 10% deposit in accordance with the contract;
- c) must be valid for the period of the contract;
- d) contains the name of the Vendor to whom the guaranteed amount is to be paid on demand;
- e) contains the name of the Purchaser and makes reference to the contract and the sale of the property.

There are several agents who are able to provide a Deposit Bond on behalf of QBE Insurance (Australia) Ltd, including **Deposit Assure Pty Ltd** (www.depositassure.com.au)

9. Purchaser's Warranty as to Real Estate Agent

- 9.1 The Purchaser warrants that the Purchaser was not introduced to the property or to the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, specified on the front page of the contract. The Purchaser will indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the Purchaser's breach of this warranty.
- 9.2 This warranty and indemnity will not merge on completion.
- 9.3 The Vendor warrants that the Vendor has not entered into a sole or exclusive agency agreement as at the date hereto with any agent other than the agent specified on the front page of the contract.

10. Release of Deposit

The Purchaser acknowledges that in the event the Vendor wishes to enter into contract for the purchase of another property the Vendor will require certain deposit moneys to enable exchange of contracts to occur. The Purchaser hereby irrevocably authorises the agent to release sufficient monies to enable the Vendor to exchange contracts for the purchaser of such property as aforementioned provided such moneys so released are held in the trust account of a Licensed Real Estate Agent or Solicitor.

11. Limited Title

This condition is applicable if the title of the subject property is Torrens Title subject to a limitation pursuant to Section 28T(4) of the Real Property Act 1900, which relates to the boundaries of the land. The Purchaser shall not make any requisition, objection or claim for compensation, nor have any right of rescission in respect of the limitation, nor shall the Purchaser require the vendor to provide an abstract or prove prior old system title in relation thereto.

12. Electronic Signature

- 12.1. This contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- 12.2. Execution by the parties of the contract by email or electronically via Docusign (or equivalent encryption software) and transmission of the executed contract by either of those means shall constitute a valid and binding executed of this contract by such part or parties. For the purpose of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the contract electronically.

- 12.3. The Purchaser acknowledges and agrees that an original 'ink' signed copy of the Vendor's signed contract will not be provided.
- 12.4. The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this contract or delay the completion of this contract due to any matter disclosed in this Special Condition.

13. Error in Adjustment of Outgoings

Should any apportionment of outgoings required to be made under this contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment. This Clause shall not merge on completion of this contract.

14. Deposit by Instalments under Cooling Off Period

Notwithstanding Clause 2 of this contract, if a cooling off period applies to this contract, the Purchaser may pay the deposit in two (2) instalments as follows:

- i. 0.25% of the agreed purchase price to be paid on or before the date of the contract; and
- ii. 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5th) business day after the date on which this contract was made.

15. Hunter Water Sewer Service Diagram

The Purchaser acknowledges that Hunter Water does not provide a sewer service diagram in respect of the property as required by legislation and the Purchaser cannot make any claim, objection or requisition, rescind or terminate or delay completion in relation to same.

16. Tenancy

The Purchaser acknowledges that if there is currently a tenant in the property and this contract requires vacant possession of the property to be delivered to the Purchaser, the Vendor is required to give the tenant, in writing, thirty (30) days' notice that the tenant is required to vacate the property ('the Notice'). The Vendor agrees to cause the real estate agent to serve the Notice on the tenant. In the event the tenant does not vacate the property within the thirty (30) day period specified in the Notice, the completion date is extended by a reasonable period of time to allow the Vendor to deliver vacant possession of the property.

17. Caveat or Mortgage

The Purchaser shall not be entitled to require the Vendor prior to completion to register a Discharge of any Mortgage or Charge or Withdrawal of any Caveat affecting the subject land. If at the date of completion of this contract there is noted on any Certificate of Title in respect of the property or any part thereof Mortgage, Charge or Caveat, the Purchaser will accept a Discharge or Withdrawal thereof so far as the same relates to the property.

18. Extension(s) to Cooling Off Period and/or Subject to Finance Clause

If a cooling off period or subject to finance period applies to this contract then on request for extension and each subsequent occasion that the Purchaser requests an extension thereof and the request is granted by the Vendor, the Purchaser much on completion pay a further sum of Two Hundred and Twenty Dollars (\$220.00) inclusive of GST for the Vendor's additional legal costs

associated with dealing with the Purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. This sum shall fall due and payable on settlement or in the case of rescission upon service of the Notice of Rescission.

19. Irrevocable Authority

Should the deposit payable under this contract be held in trust by our office on behalf of the Purchaser, then the parties agree that the deposit funds held are to be loaded to the PEXA workspace and disbursed to the Vendor on settlement.

No further authority is required from the Purchaser for the above-mentioned funds to be released on settlement.

20. Release of Deposit for Settlement

If the Vendor (or any one of the Vendors) requires the deposit or any part of it to complete a simultaneous purchase or to pay sale costs on the date for completion, the Purchaser's representative agrees to authorise the deposit holder to transfer the deposit into the trust account of the Vendor's representative for the Vendors to use at completion.

21. GST

The Purchaser warrants that the property will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

22. Settlement Figures

The Purchaser's representative must prepare and serve proposed settlement sheet with supporting certificates to the Vendor's representative five (5) clear business days prior to the settlement date. If the proposed settlement sheet is provided less than five (5) clear business prior to completion, the Purchaser will allow the sum of Two Hundred Dollars (\$200.00) plus GST to cover the Vendor's representative's costs for the late preparation of the Settlement Adjustment Sheet.

23. Company Guarantee & Indemnity

- 23.1. The provisions of this special condition apply if the Purchaser is a corporation but does not apply to a corporation listed on the Australian Stock Exchange. This special condition is an essential term of this contract.
- 23.2. The work guarantor means each director of the Purchaser, as at the date of this contract.
- 23.3. If the guarantor has not signed where provided under this special condition, the Vendor may terminate this contract by serving notice within fourteen (14) days after the date of this contract.
- 23.4. Where the Purchaser is a company, the officers or persons who sign this contract on behalf of the company or who attests the Seal of the company on this contract.
 - a) Jointly and separately guarantees all obligations of the Purchaser under this agreement including the payment of the purchase price and the performance of all the Purchaser's obligations; and
 - b) Jointly and separately indemnifies the Vendor in respect of any default of the Purchaser under this agreement.
- 23.5. This guarantee and indemnity is given by each guarantor as principal and is not discharged or released by any release or variation of this agreement between the Vendor and the Purchaser.
- 23.6. The guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition.

SIGNED IN MY PRESENCE BY
THE GUARANTOR

Signature of Guarantor

who is known to me:

Signature of Witness

Print Name of Witness

SIGNED IN MY PRESENCE BY
THE GUARANTOR

Signature of Guarantor

who is known to me:

Signature of Witness

Print Name of Witness

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion. Please provide details of any bond together with the Rental Bond Board's reference number.
 - (e) 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 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy 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 Requisition (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.



FOLIO: 931/1223319

SEARCH DATE	TIME	EDITION NO	DATE
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18/6/2025	9:16 AM	5	10/9/2024

LAND

LOT 931 IN DEPOSITED PLAN 1223319

AT CLIFTFLEIGH

LOCAL GOVERNMENT AREA CESSNOCK

PARISH OF HEDDON COUNTY OF NORTHUMBERLAND

TITLE DIAGRAM DP1223319

FIRST SCHEDULE

(TZ AR654633)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1039042 RIGHT OF ACCESS 5.975 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1039042 POSITIVE COVENANT
- 4 DP1223319 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1223319 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1223319 EASEMENT FOR SUPPORT 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1223319 EASEMENT FOR SUPPORT 1 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1223319 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 9 AU404933 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

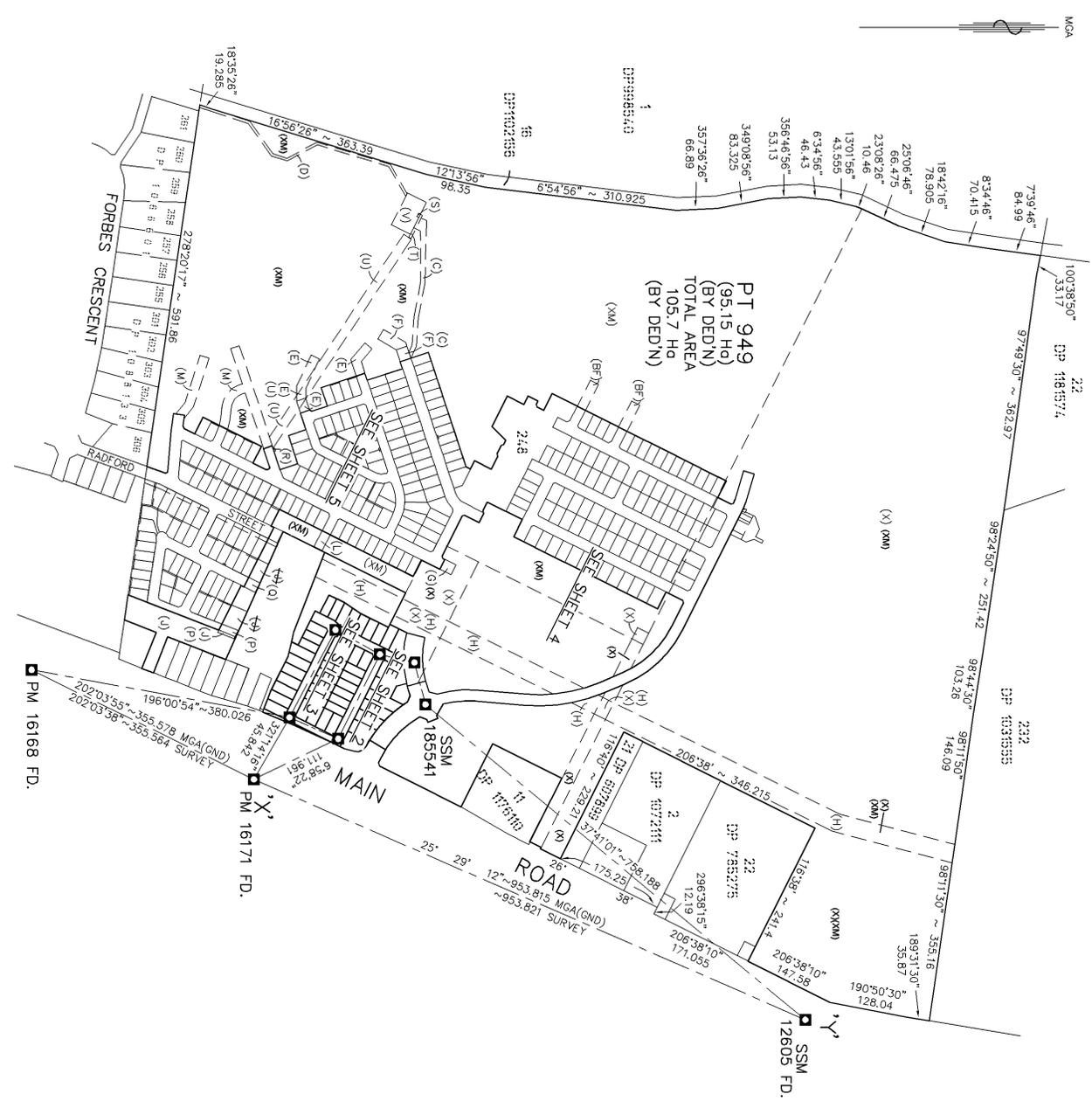
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

241508...

PRINTED ON 18/6/2025

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



- (C) - RIGHT OF ACCESS VARIABLE WIDTH (DP1182062)
- (D) - EASEMENT FOR PRELUDE 4 WIDE (DP1182062)
- (E) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP1182062)
- (F) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 18 WIDE (DP1182062)
- (G) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17.5 WIDE (DP1182062)
- (H) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17.5 WIDE (DP1182062)
- (I) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE GOV GAZ DATED 9-12-1966 FOLIO 4997
- (J) - BENEFITTED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1169253) (No. 3)
- (K) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (C) (DP 1169253) (No. 3)
- (L) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (C) (DP 1169253) (No. 4)
- (M) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 15 WIDE (L) (DP 1169253) (No. 6)
- (N) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17 WIDE (M) (DP 1169253)
- (O) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17 WIDE (M) (DP 1169253)
- (P) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE (DP 1169253)
- (Q) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (DP 1169253)
- (R) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 4 WIDE (DP 1169253)
- (S) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE (DP 1169253)
- (T) - EASEMENT FOR SEWER PUMPING STATION VARIABLE WIDTH (DP 1169253)
- (U) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 15 WIDE (DP 1169253)
- (V) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE - BK 1681 No.764
- (W) - RIGHT OF ACCESS AND EASEMENT FOR DRAINAGE OF WATER 15 WIDE (DP 1196167)
- (X) - LAND EXCLUDES MINERALS - SEE CROWN GRANT
- (Y) -
- (Z) -



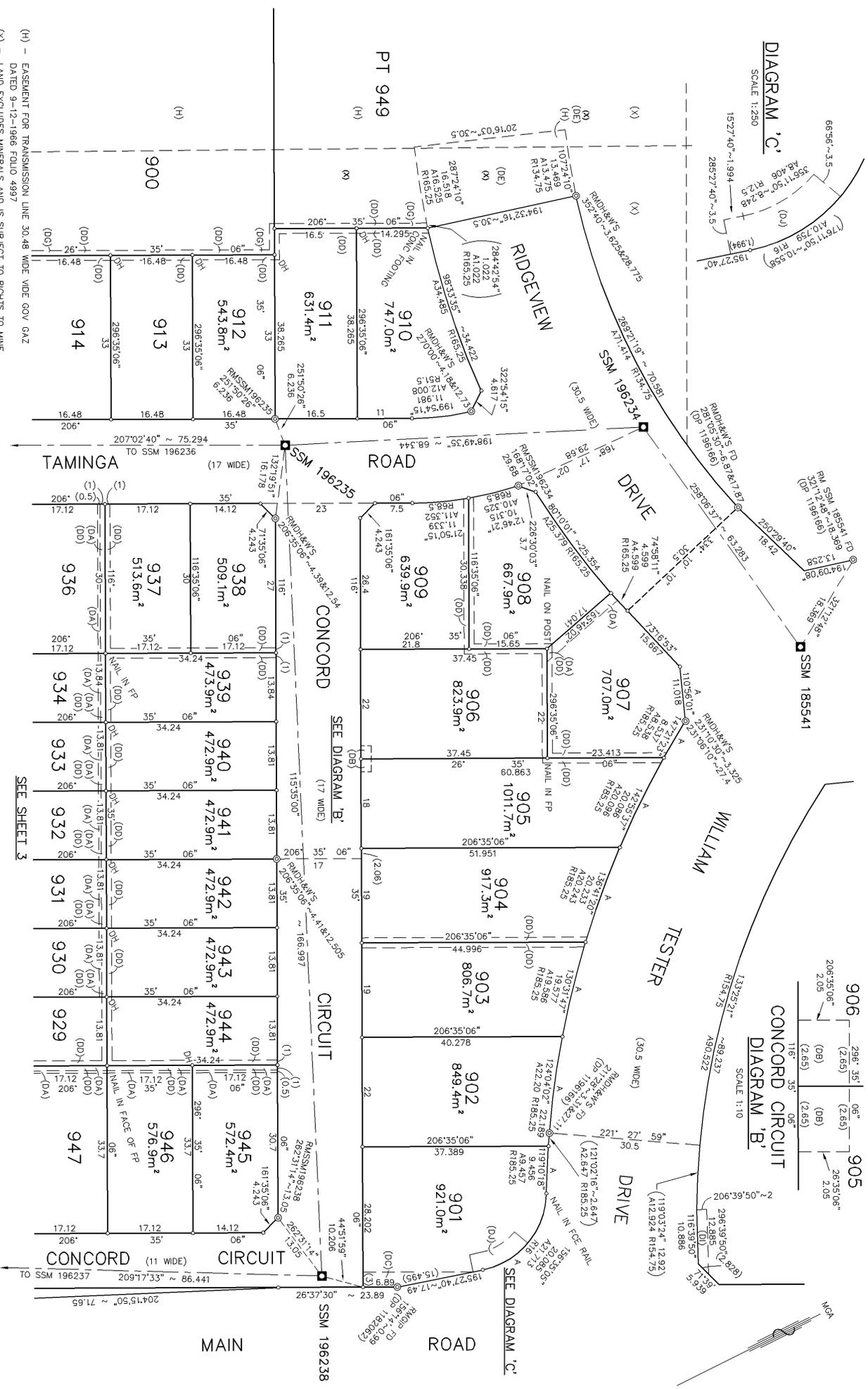
DIAGRAM 'A'
 SCALE 1:1000

SURVEYING AND SPATIAL INFORMATION REGULATION 2012 : CLAUSE 35(1)(B) & CLAUSE 61(2)

MARK	MGA COORDINATES		CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING				
PM 16168	361166.300	6370434.000	B	2	-	SCIS
PM 16171	361293.855	6370763.479	B	2	-	SCIS
SSM 12605	361710.212	6371624.330	C	3	-	SCIS
SSM 185541	361246.812	6371024.407	C	N/A	FOUND	-
SSM 196234	361184.897	6371011.372	C	N/A	CADASTRAL TRAVERSE	-
SSM 196235	361162.846	6370946.695	C	N/A	CADASTRAL TRAVERSE	-
SSM 196236	361128.618	6370879.645	C	N/A	CADASTRAL TRAVERSE	-
SSM 196237	361271.159	6370799.218	C	N/A	CADASTRAL TRAVERSE	-
SSM 196238	361313.445	6370874.593	C	N/A	CADASTRAL TRAVERSE	-
COMBINED SCALE FACTOR = 0.999832						
SOURCE : MGA COORDINATES ADOPTED FROM SCIS AS AT 21 JULY 2016.						

Surveyor: DAVID LUKE SULLIVAN Date of Survey: 15/02/2016 Surveyor's Ref: 090460PU ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOT 200 DP 1196167	LGA: CESSNOCK Locality: CLIFLEIGH Subdivision No: 14200179/14 & 142011456 Lengths are in metres. Reduction Ratio: 1:5000	Registered 14.02.2017 DP1223319
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10 20 30 40 50 60 70 80 90 100 110 120 130 140

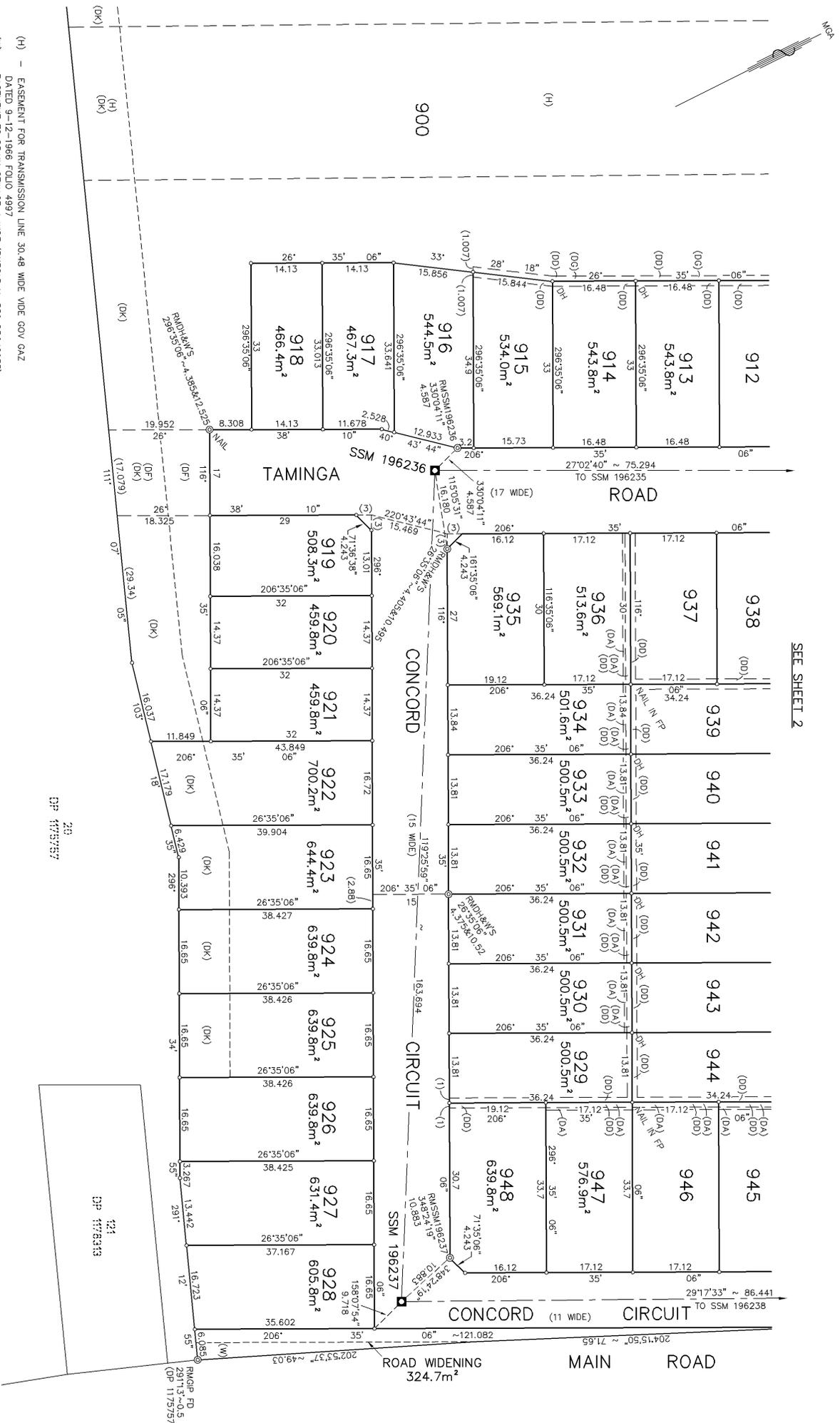


10	20	30	40	50	60	70	80	90	100	110	120	130	140		
(H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE WIDE GOV GAZ DATED 9-12-1966 FOLIO 4997 (X) - LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE BK 1681 NO. 764 (DA) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DB) - EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE (DD) - EASEMENT FOR SUPPORT 1 WIDE AND VARIABLE (DO) - EASEMENT FOR SUPPORT 1 WIDE (D1) - RIGHT OF ACCESS 3.0 WIDE (D2) - DENOTES AREA BENEFITED BY EASEMENT FOR SUPPORT 1 WIDE (D3) - DENOTES AREA BENEFITED BY EASEMENT FOR BILLBOARD 3.5 WIDE (D4) - DENOTES AREA BENEFITED BY EASEMENT FOR BILLBOARD 3.5 WIDE (D5) - EASEMENT FOR BILLBOARD 3.5 WIDE (D6) - DENOTES DRILL HOLE IN RETAINING WALL															
Surveyor: DAVID LUKE SULLIVAN Date of Survey: 15/08/2016 Surveyor's Ref: 090680PU 20/08/700 (820) PARTIAL SURVEY & ADDITIONAL SHEETS				PLAN OF SUBDIVISION OF LOT 200 DP 1196167				LGA: CESSNOCK Locality: CLIFTEIGH Subdivision No: 14200714/4 & 1420714/6 Lengths are in metres. Reduction Ratio: 1:500				Registered 14.02.2017		DP1223319	

PLAN FORM 2 (A2)

WARNING: CREAMING OR FOLDING WILL LEAD TO REFLECTION

LXML ePlan Sheet 3 of 5 sheets



- (H) - EASEMENT FOR TRANSMISSION LINE 30.48 WIDE VIDE COV. GAZ DATED 9-12-1966 FOLIO 4397
- (W) - EASEMENT TO DRAIN SEWAGE 4 WIDE (BK3813 No.559 DP642935)
- (DA) - EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (DD) - EASEMENT FOR SUPPORT 1 WIDE
- (D7) - RIGHT OF ACCESS 17 WIDE
- (DG) - DENOTES AREA BENEFITED BY EASEMENT FOR SUPPORT 1 WIDE
- (DK) - POSITIVE COVENANT (ASSET PROTECTION ZONE) 10 WIDE

Surveyor: DAVID LUKE SULLIVAN
 Date of Survey: 15/08/2016
 Surveyor's Ref: 090680PU
 20/06/17/00 (820) PARTIAL SURVEY & ADDITIONAL SHEETS

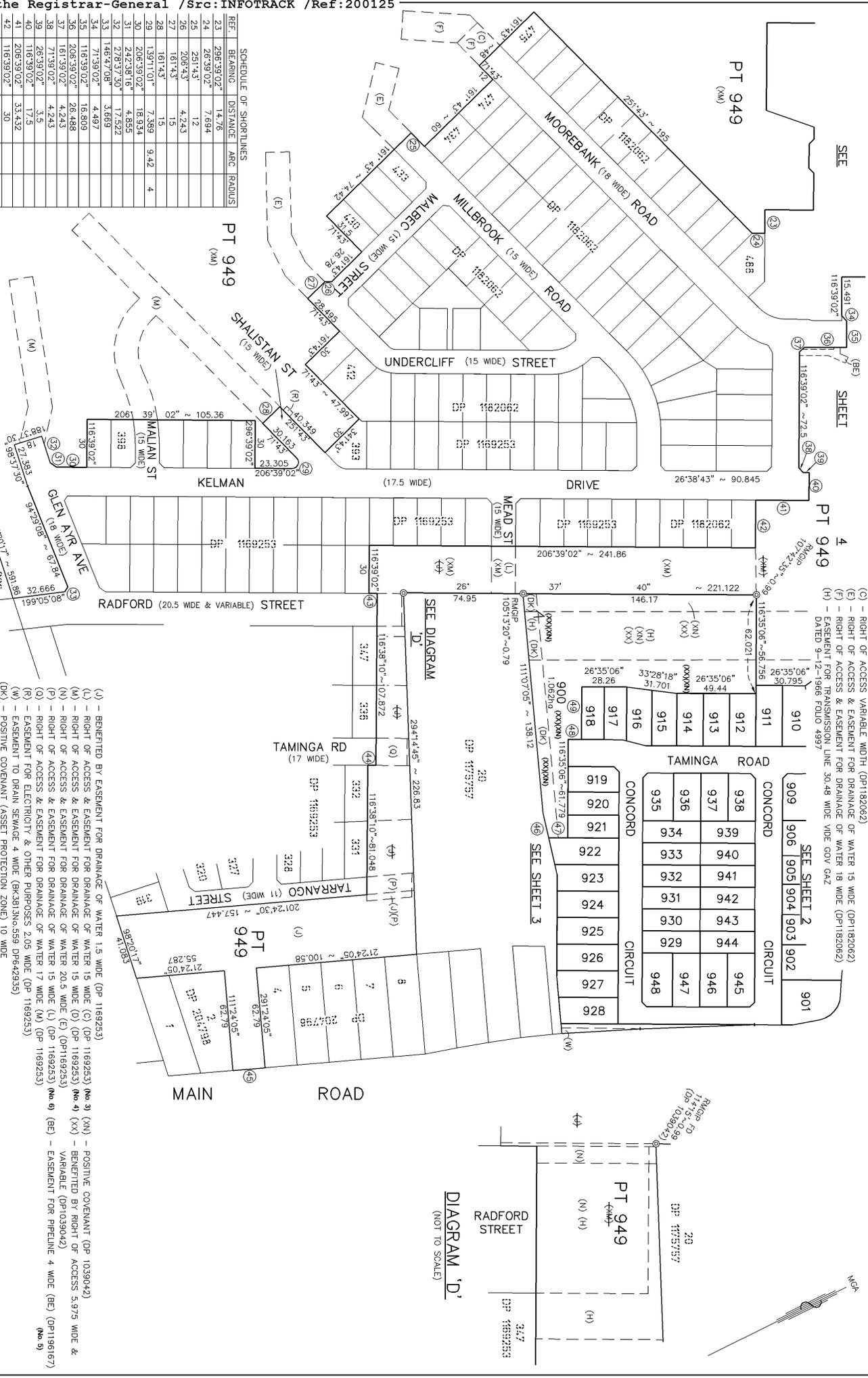
PLAN OF SUBDIVISION OF LOT 200 DP 1196167
 SEE SHEET 3

LGA: CESSNOCK
 Locality: CLIFLEIGH
 Subdivision No: 1420011456
 Lengths are in metres. Reduction Ratio: 1:500

Registered
 14.02.2017

DP1223319

DH - DENOTES DRILL HOLE IN RETAINING WALL



SCHEDULE OF SHORTLINES

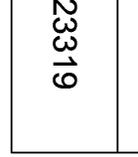
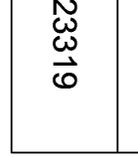
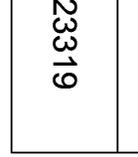
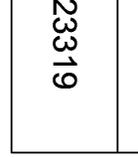
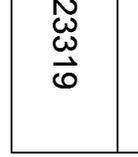
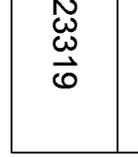
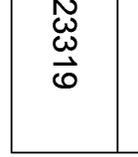
REF	BEARING	DISTANCE	ARC RADIUS
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24	26°39'02"	7.694	
25	251°43'	12	
26	206°43'	4.243	
27	161°43'	15	
28	161°43'	15	
29	139°11'0"	7.389	9.42
30	206°39'02"	18.934	
31	242°38'16"	17.522	
32	278°37'50"	4.855	
33	146°42'08"	3.669	
34	71°39'02"	4.497	
35	116°39'02"	18.809	
36	206°39'02"	26.488	
37	161°39'02"	4.243	
38	71°39'02"	4.243	
39	26°39'02"	17.5	
40	116°39'02"	33.432	
41	206°39'02"	30	
42	116°39'02"	5.043	
43	26°39'02"	5.3	
44	206°38'10"	20.115	
45	21°24'05"	16.037	
46	103°18'35"	11.849	
47	26°35'06"	8.308	
48	26°35'06"	8.308	
49	296°35'06"	3.3	

SEE SHEET 1
 Surveyor: DAVID LUKE SULLIVAN
 Date of Survey: 15/08/2016
 Surveyor's Ref: 090680PU
 2016/17/100 (R20) PARTIAL SURVEY & ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 200 DP 1196167
 LGA: CESSNOCK
 Locality: CLIFLEIGH
 Subdivision No: 1420017/14 & 1420114/6
 Lengths are in metres. Reduction Ratio: 1:1500

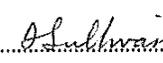
Registered 14.02.2017
 DP1223319

- (J) - BENEFIT BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1169253)
- (L) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1169253) (No 3) (XN) - POSITIVE COVENANT (DP 1039042)
- (M) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D) (DP 1169253) (No 4) (XX) - BENEFIT BY RIGHT OF ACCESS 5.975 WIDE & VARIABLE (DP1039042)
- (N) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 20.5 WIDE (E) (DP1169253)
- (O) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 19 WIDE (L) (DP 1169253) (No 6) (BE) - EASEMENT FOR PIPELINE 4 WIDE (BE) (DP1196167)
- (P) - RIGHT OF ACCESS & EASEMENT FOR DRAINAGE OF WATER 17 WIDE (M) (DP 1169253)
- (R) - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE (DP 1169253)
- (W) - EASEMENT TO DRAIN SEWAGE 4 WIDE (PK3813) No 559 DP642935)
- (X) - POSITIVE COVENANT (ASSET PROTECTION ZONE) 10 WIDE
- (DK) - LAND EXCLUDES MINERALS - SEE CROWN GRANT



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 7 sheet(s)

<p>Registered:  14.02.2017</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <h1 style="margin: 0;">DP1223319</h1> <p>Office Use Only</p>
<p>PLAN OF SUBDIVISION OF LOT 200 DP1196167</p>	<p>LGA: CESSNOCK</p> <p>Locality: CLIFTLEIGH</p> <p>Parish: HEDDON</p> <p>County: NORTHUMBERLAND</p>
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, DAVID LUKE SULLIVAN of MONTEATH & POWYS PO BOX 726, NEWCASTLE, 2300 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on</p> <p>*(b) The part of the land shown in the plan (*being[^]excluding [^]Lots 900 to 948 inclusive) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 15/08/2016. The part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Dated: 23/8/2016</p> <p>Surveyor ID: 8621</p> <p>Datum Line: X - Y</p> <p>Type: *Urban/[^]Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>[^]Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, SARAH HYATT *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: </p> <p>Accreditation number:</p> <p>Consent Authority: CESSNOCK CITY COUNCIL</p> <p>Date of endorsement: 22 DECEMBER 2016</p> <p>Subdivision Certificate number: 14/2007/757/14 * 14/2011/456</p> <p>File number: 8/2007/757 * 8/2011/456</p> <p>*Strike through if inapplicable.</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD SUBJECT TO EASEMENT TO DRAIN SEWAGE 4 WIDE (BK3813 No.559 DP642935)</p> <p>IT IS INTENDED TO DEDICATE THE EXTENSION OF RIDGEVIEW DRIVE, TAMINGA ROAD AND CONCORD CIRCUIT TO THE PUBLIC AS ROAD</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Plans used in the preparation of survey/compilation.</p> <p>DP1182062 DP1196166 DP1196167 DP1039042 DP1175757</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS</p>

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:  14.02.2017

DP1223319

PLAN OF SUBDIVISION OF LOT 200
 DP1196167

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14/2007/757/14 ✓

Date of Endorsement: 14/2011/456/1
 22 DECEMBER 2016

Schedule of Street Addresses

Lot	Street Number	Street Name	Street Type	Location
900	20	Taminga	Road	Clifftleigh
901	13	Concord	Circuit	Clifftleigh
902	11	Concord	Circuit	Clifftleigh
903	9	Concord	Circuit	Clifftleigh
904	7	Concord	Circuit	Clifftleigh
905	5	Concord	Circuit	Clifftleigh
906	3	Concord	Circuit	Clifftleigh
907	1	Ridgeview	Drive	Clifftleigh
908	3	Ridgeview	Drive	Clifftleigh
909	3	Taminga	Road	Clifftleigh
910	2	Taminga	Road	Clifftleigh
911	4	Taminga	Road	Clifftleigh
912	6	Taminga	Road	Clifftleigh
913	8	Taminga	Road	Clifftleigh
914	10	Taminga	Road	Clifftleigh
915	12	Taminga	Road	Clifftleigh
916	14	Taminga	Road	Clifftleigh
917	16	Taminga	Road	Clifftleigh
918	18	Taminga	Road	Clifftleigh
919	33	Concord	Circuit	Clifftleigh
920	31	Concord	Circuit	Clifftleigh
921	29	Concord	Circuit	Clifftleigh
922	27	Concord	Circuit	Clifftleigh
923	25	Concord	Circuit	Clifftleigh
924	23	Concord	Circuit	Clifftleigh
925	21	Concord	Circuit	Clifftleigh
926	19	Concord	Circuit	Clifftleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:  14.02.2017

DP1223319

PLAN OF SUBDIVISION OF LOT 200
 DP1196167

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14/2007/157/14 + 14/2011/456

Date of Endorsement: 22 DECEMBER 2016

Schedule of Street Addresses (Continued)

Lot	Street Number	Street Name	Street Type	Location
927	17	Concord	Circuit	Clifftleigh
928	15	Concord	Circuit	Clifftleigh
929	28	Concord	Circuit	Clifftleigh
930	30	Concord	Circuit	Clifftleigh
931	32	Concord	Circuit	Clifftleigh
932	34	Concord	Circuit	Clifftleigh
933	36	Concord	Circuit	Clifftleigh
934	38	Concord	Circuit	Clifftleigh
935	11	Taminga	Road	Clifftleigh
936	9	Taminga	Road	Clifftleigh
937	7	Taminga	Road	Clifftleigh
938	5	Taminga	Road	Clifftleigh
939	4	Concord	Circuit	Clifftleigh
940	6	Concord	Circuit	Clifftleigh
941	8	Concord	Circuit	Clifftleigh
942	10	Concord	Circuit	Clifftleigh
943	12	Concord	Circuit	Clifftleigh
944	14	Concord	Circuit	Clifftleigh
945	18	Concord	Circuit	Clifftleigh
946	20	Concord	Circuit	Clifftleigh
947	22	Concord	Circuit	Clifftleigh
948	24	Concord	Circuit	Clifftleigh
949	21	Main	Road	Clifftleigh

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:  14.02.2017

DP1223319

PLAN OF SUBDIVISION OF LOT 200
DP1196167

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- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ~~14/2007/757/14~~ + ~~14/2011/456~~

Date of Endorsement: 22 DECEMBER 2016

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED,

IT IS INTENDED TO CREATE:

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2.05 WIDE
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3 WIDE AND VARIABLE
4. EASEMENT FOR SUPPORT 1 WIDE
5. RIGHT OF ACCESS 30.5 WIDE
6. RIGHT OF ACCESS 17 WIDE
7. RESTRICTION ON THE USE OF LAND
8. POSITIVE COVENANT (ASSET PROTECTION ZONE) 10 WIDE
9. RESTRICTION ON THE USE OF LAND
10. EASEMENT FOR BILLBOARD 3.5 WIDE
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

Office Use Only
Registered:  14.02.2017

Office Use Only
DP1223319

PLAN OF SUBDIVISION OF LOT 200
DP1196167

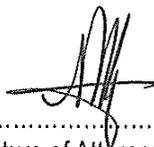
- This sheet is for the provision of the following information as required:
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 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14/2007/757/14 L
14/2011/456/1
Date of Endorsement: 22 DECEMBER 2016

EXECUTED for and on behalf of AUSGRID ABN)
67 505 337 385 by Michael McHugh its duly)
constituted Attorney pursuant to Power of)
Attorney registered Book 4693 No. 334 in the)
presence of:)
)



Signature of Witness



Signature of Attorney

Manager - Property & Fleet

Lisa Jane Anderson

Print name of Witness

570 George Street
SYDNEY NSW 2000

Address of Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

Office Use Only

Office Use Only

Registered:  14.02.2017

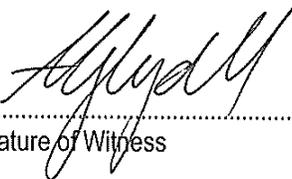
DP1223319

PLAN OF SUBDIVISION OF LOT 200
DP1196167

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 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14/2007/757/14 L
14/2011/456/1
Date of Endorsement: 22 DECEMBER 2016

Signed on behalf of Australia and New Zealand
Banking Group Limited ACN 005 357 522 by its
attorney under Power of Attorney Registered No.
Book 4376 Folio:410 dd 16/11/2012)


Signature of Witness

ANDREW LYALL
Print name of Witness

242, RIST ST, SYDNEY
Address of Witness


Signature of Attorney
R. KRISHNAN
ASHOK KRISHNAN

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

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Registered:  14.02.2017

PLAN OF SUBDIVISION OF LOT 200
DP1196167

DP1223319

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
 - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
 - Signatures and seals- see 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: ~~14/2007/757/14~~
Date of Endorsement: ~~14/2011/456/1~~
22 DECEMBER 2016

Executed by Winten (No. 23) Pty Ltd
ABN 88 096 449 366 in accordance with
section 127 of the Corporations Act 2001 by:



Signature of Director



Signature of Director/Secretary

DAVID WINTEN ROTHWELL

Print name of Director

WILLIAM ARCHER ROTHWELL

Print name of Director/Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 09046DPU 2016M7100(620) PARTIAL SURVEY & ADDITIONAL SHEETS

ePlan
 (Sheet 1of 16 sheets)

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1223319** Plan of Subdivision of Lot 200 DP1196167 covered by Subdivision Certificate No. ~~14/2007/757/44A~~ Dated ~~22 DECEMBER 2016~~ ~~14/2011/456~~

Full name and address of the owner of the land: Winten (No. 23) Pty Limited
 ABN: 88 096 449 366
 Level 10
 61 Lavender Street
 MILSONS POINT NSW 2061

Full name and address of the Mortgagee of the land: Australia and New Zealand Banking Group Ltd
 ABN: 11 005 357 522
 347 Kent Street
 SYDNEY NSW 2000

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water 1.5 wide	907 930 931 932 933 934 936 945 946 947	906 929 929, 930 929, 930, 931 929 - 932 inclusive 929 - 933 inclusive 929 - 934 inclusive 946, 947, 948 947, 948 948

ePlan

(Sheet 2 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
 covered by Subdivision Certificate No. ^{14/2007/757/14 L}
 Dated 22 ~~DECEMBER~~ 2016 ^{14/2011/456}

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
2	Easement for Electricity and other Purposes 2.05 wide	905, 906	Ausgrid ABN: 67 505 337 385
3	Easement for Electricity and other Purposes 3 wide and variable	901	Ausgrid ABN: 67 505 337 385
4	Easement for support 1 wide	900 903 904 905 906 907 908 909 910 911 912 913 - 915 inclusive	911-915 inclusive 904 903 906, 907 905, 907, 908, 909 905, 906, 908 906 , 907, 909 906, 908 That part of 949 designated DG in the plan 912, That part of 949 designated DG in the plan, that part of Lot 900 designated DG in the plan 911, that part of 900 designated DG in the plan That part of lot 900 designated DG in the plan

ePlan

(Sheet 3 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
 covered by Subdivision Certificate No. 14/2007/757/14 &
 Dated 22 DECEMBER 2016 14/2011/456

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		929	944, 946, 947, 948
		930	943
		931	942
		932	941
		933	940
		934	936, 937, 939
		936	934, 937, 939
		937	934, 936, 939
		938	939
		939	934, 936, 937, 938
		940	933
		941	932
		942	931
		943	930
		944	929, 945, 946, 947
		945	944
		946	929, 944
		947	929, 944
		948	929
		949	910, 911
5	Right of Access 30.5 wide	900-949	Cessnock City Council

ePlan

(Sheet 4 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14
Dated 22 DECEMBER 2016 14/2011/456

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
6	Right of Access 17 wide	900	Cessnock City Council
7	Restriction on the Use of Land	Each lot except 900 and 949	Every other lot except Lots 900 and 949
8	Positive Covenant (Asset Protection Zone) 10 wide	900 and 922 – 925 inclusive	Cessnock City Council
9	Restriction on the Use of Land	901, 928	Cessnock City Council
10	Easement for Billboard 3.5 Wide	901	That part of lot 949 designated DI in the plan
11	Restriction on the Use of Land	901-907 inclusive	Cessnock City Council
12	Restriction on the Use of Land	901-907 inclusive, 928	That part of lot 949 designated DI in the plan

Part 2 (Terms)

1. **Name of Authority empowered to release, vary or modify the Easement for Drainage of Water 1.5 Wide Numbered 1 in the Plan:**

Cessnock City Council

2. **Terms of Easement for Electricity and Other Purposes 2.05 Wide Numbered 2 in the Plan:**

An easement is created on the terms and conditions set out in memorandum Registered Number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of Authority empowered to release, vary or modify Easement for Electricity and Other Purposes 2.05 Wide Numbered 2 in the Plan

Ausgrid



ePlan

(Sheet 5 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/357/144
Dated 22 DECEMBER 2016 14/2011/456

ABN:67 505 337 385

3. Terms of Easement for Electricity and Other Purposes 3 Wide and Variable Numbered 3 in the Plan:

An easement is created on the terms and conditions set out in memorandum Registered Number AG823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of Authority empowered to release, vary or modify Easement for Electricity and Other Purposes 3 Wide and Variable Numbered 3 in the Plan:

Ausgrid
ABN:67 505 337 385

4. Terms of Easement for Support 1 Wide Numbered 4 in the Plan.

1. The owner of the lot benefited may:-

- a) Construct on the lot burdened, but only within the site of this easement, whatever retaining wall is reasonably necessary to support the surface or subsurface of the lot benefited or any part of it, or any structure or works on the lot benefited.
- b) Do anything reasonably necessary for that purpose, including:-
 - Entering the lot burdened;
 - Taking anything on to the lot burdened; and
 - Carrying out work.

2. The owner of the lot benefited must not:-

- a) Interfere with the retaining wall or the support it offers.
- b) Use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the retaining wall.

3. If the owner of the lot burdened does or allows anything to be done which damages the retaining wall or impairs its effectiveness, the owner of the



ePlan

(Sheet 6 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. *14/2007/757/14* &
Dated *22 DECEMBER 2016* *14/2011/456*

lot benefited may serve no less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

4. In exercising those powers, the body having the benefit of this easement must:-
 - a) Ensure all work is done properly.
 - b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened.
 - c) Cause as little damage as is practicable to the lot burdened and any improvement on it.
 - d) Restore the lot burdened as nearly as is practicable to its former condition.
 - e) Make good any collateral damage.
5. The owner of the benefited lot must at its own cost repair and maintain the retaining wall to ensure the stability of and support provided by the retaining wall.

5. Terms of Right of Access 30.5 Wide Numbered 5 in the Plan:

Right of Access within the meaning of Part 11 of Schedule 4A of the Conveyancing Act 1919.

Name of Authority empowered to release, vary or modify Right of Access 30.5 Wide Numbered 5 in the Plan:

Cessnock City Council

6. Terms of Right of Access 17 Wide Numbered 6 in the Plan:

Right of Access within the meaning of Part 11 of Schedule 4A of the Conveyancing Act 1919.

ePlan

(Sheet 7 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/157/14
Dated 22 DECEMBER 2016 14/2011/456

**Name of Authority empowered to release, vary or modify Right of Access
17 Wide Numbered 6 in the Plan:**

Cessnock City Council

7. Terms of Restriction on the Use of Land, Numbered 7 in the Plan:

- a) No building shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles or colour bonded metal being of a colour approved by Winten (No. 23) Pty Limited.
- b) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on any lot burdened.
- c) No mobile home or temporary or permanent moveable improvements, including but not limited to a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, re-constructed on or permitted to remain on, or used for residential purposes on any lot burdened.
- d) Not more than one residence shall be erected or be permitted to remain erected on any lot. No duplex dwelling(s) shall be erected or permitted to remain on any lot burdened.
- e) No building shall be constructed on any lot burdened incorporating second hand materials in the external structure.
- f) No garage can be constructed as a separate structure from the main dwelling constructed on any lot burdened unless it is constructed of the same materials, roof pitch and colours as the main building.
- g) No carport may be erected or permitted to remain forward of the front building façade on any lot burdened.
- h) No carport may be erected or permitted to remain on any lot burdened unless the design and roof pitch match the design roof pitch and colours of the main building.
- i) No building shall be erected or be permitted to remain erected on any lot burdened with a solar hot water service unless the storage tank is located within the building or at the rear of the building at ground level.
- j) No garden shed, clothes line, satellite dish, TV antenna, solar panel or tank may be erected or permitted to remain on any lot burdened if it is visible from the street or a public place.

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(Sheet 8 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14 &
Dated 22 DECEMBER 2016 14/2011/456

- k) No main building may be allowed to be occupied or to continue to be occupied after the expiration of three months from the date of practical completion of that building unless the area in front of the building is landscaped, using turf, paths, garden beds and shrubs or trees.
- l) No fencing may be erected on any lot burdened to divide it from any adjoining lot of which Winten (No. 23) Pty Limited remains registered proprietor without the consent of Winten (No. 23) Pty Limited. Consent will not be withheld if the fence is erected without expense to Winten (No. 23) Pty Limited.
- m) No fence will be erected or permitted to remain on the front street alignment of any lot burdened nor between the front street alignment and the front building alignment, except for corner lots where one fence can be erected on the boundary or located on retaining walls.
- n) No retaining wall that is visible from any public road pathway or reserve may be constructed or permitted to remain on any lot burdened unless it is constructed of concrete, masonry, rock or stone.
- o) No advertisement, hoarding, sign or advertising material may be displayed, erected or permitted to remain on any lot burdened for a period of one year from the date of transfer from Winten (No. 23) Pty Limited (other than a sign advertising the land for sale) without the prior written consent of Winten (No. 23) Pty Limited.
- p) With the exception of vehicles used in connection with the erection of dwelling on any lot burdened, no motor vehicle or truck weighing over 3.5 tonnes (un-laden) may be garaged or stored or permitted to remain on any of lot burdened.
- q) No trailer, boat or caravan is permitted, may be parked or permitted to remain in the area between the front of the building and the street on any lot burdened.
- r) No noxious, noisesome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- s) No child minding centre, day care centre, preschool, long day care centre, kindergarten, occasional child minding centre or such other like child minding facility or activity will be conducted or carried out on any lot burdened without the approval of Winten (No. 23) Pty Limited.

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(Sheet 9 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14 A
Dated 22 DECEMBER 2016 14/2011/456

- t) No building shall be erected, or permitted to remain erected, or occupied by any person, corporation, government or semi-government instrumentality for the purpose of public housing or community housing.
- u) No main building constructed on any lot burdened may be used or permitted to be used for the display of any exhibition home or for the promotion or sale of homes without the prior written consent of Winten (No. 23) Pty Limited.
- v) Any release, variation or modification of these Restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.

Name of Person empowered to release, vary or modify Restriction on the Use of Land, Numbered 7 in the Plan:

Winten (No. 23) Pty Limited
ABN: 88 096 449 366

8. Terms of Positive Covenant (Asset Protection Zone) 10 Wide, Numbered 8 in the Plan:

- a) The owner of the lot burdened must at all times maintain the part of the lot burdened on the plan as an Asset Protection Zone (APZ) in accordance with the standards specified in "Planning for Bushfire Protection 2006" and "Standards for Asset Protection Zones" published by NSW Rural Bushfire Service as amended from time to time.
- b) The authority benefitted agrees that the Positive Covenant will be automatically released if the land to the south is developed for residential purposes.

Name of Authority empowered to release, vary or modify Positive Covenant (Asset Protection Zone) 10 Wide, Numbered 9 in the Plan:

Cessnock City Council

9. Terms of Restriction on the Use of Land, Numbered 9 in the Plan:

No vehicular access is permitted from any lot hereby burdened to Main Road



ePlan

(Sheet 10 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/141
Dated 22 DECEMBER 2016 14/2011/456

No building shall be erected or permitted to remain on any lot hereby burdened unless it satisfies the following Category 1 Construction material to satisfy acoustic requirements unless otherwise approved in writing by Cessnock City Council or an approved private certifier and otherwise in strict compliance with such conditions as that council or certifier may impose.

For windows and sliding doors, the standard construction to be openable with minimum 4 millimetre monolithic glass and standard weather seals.

For the frontage facade, standard construction is to be:

- a) For timber frame or cladding: 6 millimetre fibre cement sheeting or weatherboards or plank cladding externally, 90 millimetre deep timber stud or 92 millimetre metal stud, 13 millimetre standard plasterboard internally.
- b) For brick veneer: 110 millimetre brick, 90 millimetre timber or 92 millimetre metal stud, 13 millimetre standard plasterboard internally.
- c) For double brick cavity: 2 leaves of 110 millimetre brickwork separated by 50 millimetre gap

For roofing, standard construction is to be pitched terracotta tile or metal sheet roof with sarking, 10 millimetre plasterboard ceiling fixed to ceiling joists, R 1.5 insulation batts in roof cavity

For entry door, standard construction to be 35 millimetre solid core timber door with full perimeter acoustic seals

For flooring, standard construction to be one layer of 19 millimetre structural floor boards, timber joist on piers, or concrete slab floor on ground

Name of Authority empowered to release, vary or modify Restriction on the Use of Land, Numbered 9 in the Plan:

Cessnock City Council

10. Terms of Easement for Billboard 3.5 Wide, Numbered 10 in the Plan:

1. The owner of the lot benefited may:
 - (a) construct and maintain on the lot burdened, but only within the site of this easement, a billboard, estate signage or any associated structure or works on the lot burdened, and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything onto the lot burdened, and

This is Sheet 10 of a 16 Sheet Instrument (09046DPU)

ePlan
(Sheet 11 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/141
Dated 22 DECEMBER 2016 14/2011/456

- carrying out work.

2. The owner of the lot burdened must not:

- interfere with the billboard, estate signage or any associated structure or works, or
 - use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the use of the billboard or estate signage.
3. If the owner of the lot burdened does or allows anything to be done which damages the billboard, estate signage or any associated structure or works or impairs its effectiveness, the owner of the lot benefited may serve not less than 14 days' notice on the owner of the lot burdened requiring the damage to be repaired or the impairment removed.

If the owner of the lot burdened does not comply with the notice, the owner of the lot benefited may enter and repair the damage or remove the impairment and may recover any reasonable costs from the owner of the lot burdened.

4. In exercising those powers (whether or not after serving such a notice), the owner of the lot benefited must:

- ensure all work is done properly, and
- cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- cause as little damage as is practicable to the lot burdened and any improvement on it, and
- restore the lot burdened as nearly as is practicable to its former condition, and
- make good any collateral damage.

5. Easement will be in effect for the period of the consent issued by Cessnock City Council for DA 8/2014/024 as may be modified from time to time

Name of Person empowered to release, vary or modify Easement for Billboard 3.5 Wide, Numbered 10 in the Plan:

Winten (No. 23) Pty Limited



ePlan

(Sheet 12 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14 &
Dated 22 DECEMBER 2016 14/2011/456

ABN: 88 096 449 366

11. Terms of Restriction on the Use of Land, Numbered 11 in the Plan:

No vehicular access is permitted from any lot hereby burdened to William Tester Drive along the frontage designated A in the plan

Name of Person empowered to release, vary or modify Restriction on the Use of Land Numbered 11 in the Plan:

Cessnock City Council

12. Terms of Restriction on the Use of Land, Numbered 12 in the Plan:

The owner of the lot hereby burdened shall not make any alterations to existing fencing at the date of registration of the Plan without the prior consent of Winten (No. 23) Pty Limited

Easement will be in effect for a period of five years from the date of registration of the Plan or while ever Winten (No. 23) Pty Limited owns a lot in the Plan or a lot in any subdivision of a residual lot in the Plan

Name of Person empowered to release, vary or modify Restriction on the Use of Land Numbered 12 in the Plan:

Winten (No. 23) Pty Limited
ABN: 88 096 449 366

ePlan
(Sheet 13 of 16 sheets)

Plan:
DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14
Dated 22 DECEMBER 2016 14/2011/456

Executed by Winten (No. 23) Pty Ltd
ABN 88 096 449 366 in accordance with
section 127 of the Corporations Act 2001
by:



.....
Signature of Director



.....
Signature of Director / Secretary

DAVID WINTEN ROTHWELL

.....
Print name of Director

WILLIAM ARCHER ROTHWELL

.....
Print name of Director / Secretary

ePlan
(Sheet 14 of 16 sheets)

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14
Dated 22 DECEMBER 2016 14/2011/456

EXECUTED for and on behalf of)
AUSGRID ABN 67 505 337 385 by)
Michael McHugh its duly)
constituted Attorney pursuant to)
Power of Attorney registered)
Book 4613 No.331 in the presence of:)



.....
Signature of Witness



.....
Signature of Attorney

Manager - Property & Fleet

Lisa Jane Anderson

.....
Print name of Witness (please print)

570 George Street
SYDNEY NSW 2000

Address of Witness

Plan:

DP1223319

Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14
Dated 22 DECEMBER 2016 14/2011/456

Executed on behalf of **CESSNOCK
CITY COUNCIL** by its Authorised
Delegate pursuant to Section 377 Local
Government Act 1919 by:



Signature of Witness



Signature of Authorised Delegate

MELANIE CARTER

Name of Witness

SARAH HYATT

Authorised Delegate's Name

62-78 VINCENT STREET
CESSNOCK, NSW

C/- CESSNOCK CITY COUNCIL

Address of Witness

Authority of Delegate

ePlan

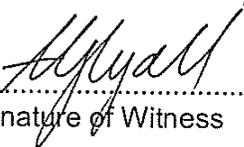
(Sheet 16 of 16 sheets)

Plan:

DP1223319

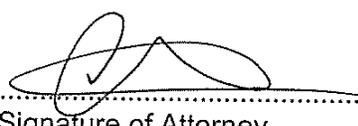
Plan of Subdivision of Lot 200 DP1196167
covered by Subdivision Certificate No. 14/2007/757/14.2
Dated 22 DECEMBER 2016 14/2011/456

Signed on behalf of Australia and New Zealand Banking Group Limited)
ACN 005 357 522 by its Attorney under)
Power of Attorney Registered No.)
Book 4376 Folio:410 dd 18/11/2002)


.....
Signature of Witness

ANDREW LYALL
.....
Print name of Witness

242, PITT ST, SYDNEY
.....
Address of Witness


.....
Signature of Attorney
R. KRISHNAN.

ASHOK KRISHNAN.

REGISTERED  14.02.2017

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

- (A) RIGHT OF ACCESS 5.975 WIDE & VARIABLE
- (D) EASEMENT TO DRAIN SEWAGE 4 WIDE
- VIDE D.P.642935 - BK 3813 NO559

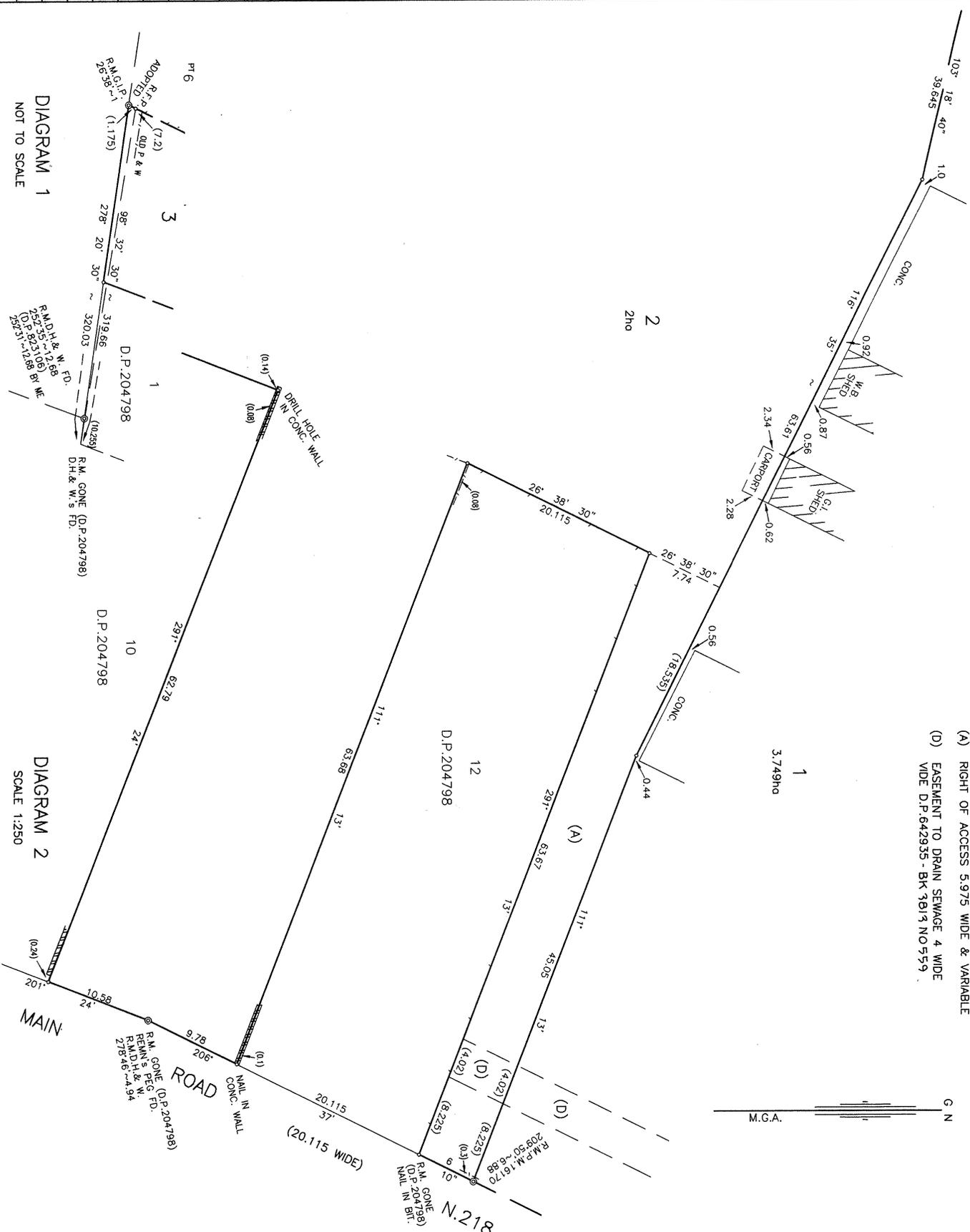


DIAGRAM 1 NOT TO SCALE

DIAGRAM 2 SCALE 1:250



DP1039042

Registered: AE 22/4/2002
This is sheet 2 of my plan in 2 sheets
dated 18th JANUARY, 2001

Handwritten signature
Surveyor registered under surveyors Act 1929
This is sheet 2 of my plan in 2 sheets
dated 18/1/2001 of **MSH/ST 30, 2001.**

Handwritten signature
Quid fee

Authorised Signer
Surveyors' Club

For use where space is insufficient in any panel on Form 2

Handwritten signatures and initials:
S. Palmer
D. Palmer
D.H. Murr

Instrument setting out terms of Easements/Profits a Prendre intended to be created or released and of Restriction on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Sheet 1 of 3 sheets

DP1039042

Plan: Subdivision of Part Lot 6, D.P. 755231 and Lots 3 & 11, D.P.204798 covered by Subdivision Certificate No. *14/2000/728/1*

Full name and address of the owner of the Land: Grahame Francis Palmer
Shirley Margaret Palmer
as Joint Tenants
Grahame Francis Palmer
Trevor Palmer (as Executors for the Estate of the late Francis Aubrey Palmer
43 Main Road
CLIFTLEIGH NSW 2321

PART 1

1. Identity of easement to be created and firstly referred to in the plan: Right of Access 5.975 wide and variable

Schedule of lots affected

Lot Burdened	Lots Benefited
Lot 2	Lot 1 Lot 12, D.P.204798

2. Identity of restriction to be created and secondly referred to in the plan: Restriction(s) On The Use Of Land

Schedule of lots affected

Lot Burdened	Name of Authority Benefited
Lot 3	The Council of the City of Cessnock

G Palmer
Shirley Margaret Palmer
G Palmer
Trevor Palmer

DP1039042

Subdivision of Part Lot 6, D.P. 755231 and
Lots 3 & 11, D.P.204798 covered by
Subdivision Certificate No. *14/2000/728/1*

3. Identity of covenant to be created and thirdly referred to in the plan: Positive Covenant

Schedule of lots affected

Lots Burdened

Lot 1
Lot 12, D.P.204798

Name of Authority

Lots Benefited

~~Lot 1~~
~~Lot 12, D.P.204798~~
The Council of the City of Cessnock.

PART 2

Terms of Restriction(s) On The Use Of Land secondly referred to in the plan:

No dwelling shall be erected on the area designated as (B) on the plan whilst the poultry sheds erected upon Part Lot 6, D.P.755231 are in operation.

No habitable dwelling shall be erected on Lot 3 unless it is connected to reticulated sewerage.

Name of Authority having the power to release, vary or modify the terms of Restriction(s) secondly referred to in the plan:

The Council of the City of Cessnock

Terms of Positive Covenant thirdly referred to in the plan:

The proprietor(s) of the land(s) hereby benefited by the Right of Access 5.975 wide and variable firstly referred to in the plan (herein called the "Access"), shall at all times be wholly responsible for the ongoing maintenance of the Access.

The Council of the City of Cessnock will in no circumstances be responsible for any cost associated with the ongoing maintenance of the Access.

G. Palmer
Jessie Palmer

Shirley Palmer, Cb. Heath
G. Palmer
Heath

g.p.
d.p.
Heath

DP1039042

Subdivision of Part Lot 6, D.P. 755231 and
Lots 3 & 11, D.P.204798 covered by
Subdivision Certificate No. 14/2000/728/1

Signed in my presence by Grahame Francis Palmer and) *Shirley Palmer*
Shirley Margaret Palmer who are personally known to me:).....*G.F. Palmer*.....

[Signature]
Signature of Witness

EARL MULLIN
Name of Witness (Block letters)

467 High St, Maitland Solicitor
Address and Occupation of Witness

Signed in my presence by Grahame Francis Palmer and) *Trevor Palmer*
Trevor Palmer who are personally known to me:).....*G.F. Palmer*.....

[Signature]
Signature of Witness

EARL MULLIN
Name of Witness (Block letters)

467 High Street, Maitland Solicitor
Address and Occupation of Witness

Signed in my presence by Mavis Huth who is
personally known to me: *M. Huth*

[Signature]
EARL MULLIN
467 High Street, Maitland
Solicitor





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Bree Perkins
Suite 2, Level 1, 12 Elgin Street
Maitland 2320

Applicants Reference

CERTIFICATE DETAILS

Certificate Number:	1671
Date of Certificate:	18/06/2025

PROPERTY DETAILS

Address:	32 Concord Circuit CLIFTLEIGH NSW 2321
Title:	LOT: 931 DP: 1223319
Parcel No:	512159

BACKGROUND INFORMATION

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

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



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1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

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

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

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

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

Local Environmental Plans

[Cessnock Local Environmental Plan 2011](#)

Development Control Plans



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[Cessnock Development Control Plan 2010](#)

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

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

Draft State Environmental Planning Policies

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

Draft Planning Proposal for Local Environmental Plan

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

DRAFT Planning Proposal _ 18-2022-2-1_ Proposal to implement the changes to the Comprehensive Rural Zones review. Public Exhibition _ 14-09-2022 _ 2-10-2022

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

DRAFT Planning Proposal _ Comprehensive LEP Review _ Environment Zones _ Land Use Table _ 18-2023-5-1 _ Public exhibition _ 31-08-2022 _ 26-10-2022 _ PP2021-7357

DRAFT Planning Proposal _ Comprehensive LEP Review _ Amending Rural Zone Land Uses, Local Objectives and Mapping Anomalies _ 18-2022-2-1 _ Public exhibition _ 14-9-2022 _ 26-10-2022

DRAFT Planning Proposal _ Environmental Lands _ 18 2021 6 1 _ Public exhibition _ 31-08-2022 _ 26-10-2022

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

Draft Development Control Plan

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

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

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

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

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



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

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

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

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

(4) **In this section –**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Zoning and land use under relevant planning instruments



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

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

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011

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

R2 Low Density Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems

3 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers’ dwellings; Shop top housing; Any other development not specified in item 1 or 2

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



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- (g) whether an item of environmental heritage, however described, is located on the land.

An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. Contributions plans

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

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

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

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-

(a) The name of the region, and

(b) The name of the Ministerial planning order in which the region is identified.

- (3) If the land is in a special contribution area to which a continued 7.23 determination applies, the name of the area.

- (4) In this section-

Continued 7.23 determination means a 7.23 determination that-

(a) Has been continued in force by the Act, Schedule 4, Part 1, and

(b) Has not been repealed as provided by that part.

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

No

4. Complying development

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

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

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

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

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



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

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



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

5. Exempt Development

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

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



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the General Exempt Development Code	that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding Spring Observatory	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code	Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

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

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

6. Affected building notices and building product rectification orders

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

- (2) In this section –

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

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

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

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

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

7. Land reserved for acquisition



PLANNING CERTIFICATE

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

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

No

8. Road widening and road realignment

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

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

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

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

9. Flood related development controls

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

No

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

No

- (3) In this section –

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

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

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

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

Note: Flood Studies

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



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

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

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

Landslip

No

Bushfire

No

Tidal Inundation

No

Subsidence

No

Acid Sulphate Soils

No

Contamination

Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

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

Aircraft Noise

No

Salinity

No

Coastal Hazards

No

Sea Level Rise

No



PLANNING CERTIFICATE

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

Any Other Risk (other than flooding)

Cessnock City Council _ Climate Change Policy _ Land Use Planning

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

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

11. Bush fire prone land

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

None of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. Loose-fill asbestos insulation

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

No

13. Mine subsidence

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

Yes

14. Paper subdivision information

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

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

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

There is no subdivision order that applies to the land

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

15. Property vegetation plans



PLANNING CERTIFICATE

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

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

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

16. Biodiversity stewardship sites

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

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

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

17. Biodiversity certified land

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

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

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

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

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

No

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

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

(2) In this section –

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



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ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
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Note – Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

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

20. Western Sydney Aerotropolis

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

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

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

21. Development consent conditions for seniors housing

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

No

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

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

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

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

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

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



PLANNING CERTIFICATE

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

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

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

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

No

- (4) In this section –

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

23. Water or sewerage services

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

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

No

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

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

Peter Chrystal
Director Planning and Environment

Standard Form Residential Tenancy Agreement

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

IMPORTANT INFORMATION

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

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

AGREEMENT

This Agreement is made on **09 / 09 / 2024** at **444a High Street, Maitland NSW 2320** NSW **BETWEEN**

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s:

Phone: **N/A** Mobile: **N/A** Email:

Other Contact Details: **N/A**

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: **N/A**

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address):

C/ - Valley Estate Agents Pty Ltd

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

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

Name/s:

Address for service of notices (if not address of Residential Premises):

Phone: **N/A** Mobile:

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

Name/s: **Valley Estate Agents Pty Ltd**

Address: **First Floor 444a High Street** ACN:

Maitland NSW 2320 ABN: **167460894**

Phone: **(02) 4934 1901** Mobile:

Licence No.: **10059752** Licence Expiry: **25.05.2026**

TERM OF AGREEMENT

The term of this Agreement is:

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

Other (Please specify) **Twenty-six(26) Weeks**

Periodic (no end date)

starting on: **11 / 09 / 2024** and ending on: **11 / 03 / 2025** (cross out if not applicable)

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

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

The residential premises are: **32 Concord Circuit, Clifftleigh NSW 2321**

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

Double Garage

RENT/RENT INCREASE

The rent is: **\$690.00** per: **Week** payable in advance starting on: **13 / 09 / 2024**

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

~~Rent Increase 1: Then from: / / pay: per: Week~~

~~Rent Increase 2: Then from: / / pay: per: Week~~

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

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

The method by which the rent must be paid:

(a) to: at: by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **Valley Estate Agents** Bank: **Macquarie Bank**

BSB: **182-222** Account No.: **3038 41852** Payment Reference: **320003536**

~~or any other account nominated by the landlord, or~~

~~(c) as follows:~~

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

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

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

The tenant provided the rental bond amount to:

the landlord or another person, or

the landlord's agent, or

NSW Fair Trading through Rental Bonds Online.

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

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

No more than **3** 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: **KGB Electrical - Greg Brown** Phone: **0432 782 844**

Plumbing Repairs: **Hunter Valley Plumbing** Phone: **0401 140 555**

Building Repairs: Phone:

Other Repairs: **Valley Estate Agents After Hours (First Option)** Phone: **0418 798 694**

DS
EM

DS
TC

WATER USAGE

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

UTILITIES

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

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

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

SMOKE ALARMS

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

Hardwired smoke alarm Battery operated smoke alarm

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

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

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

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

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

STRATA BY-LAWS

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

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

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

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

Landlord

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

Email Address: valleyestateagents@email.propertyme.com.

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

Tenant

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

Email Address:

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

CONDITION REPORT

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated 13 / 09 / 2024 and entered into by the tenant, applies to this Agreement.

TENANCY LAWS

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

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

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

RENT REDUCTIONS

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

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

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

11. The tenant agrees to pay:

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

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

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

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

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

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

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.**POSSESSION OF THE PREMISES****14. The landlord agrees:**

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

TENANT'S RIGHT TO QUIET ENJOYMENT**15. The landlord agrees:**

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

USE OF THE PREMISES BY TENANT**16. The tenant agrees:**

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

17. The tenant agrees:

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

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

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

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**19. The landlord agrees:**

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

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

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

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

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

URGENT REPAIRS

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

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

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

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

SALE OF THE PREMISES

21. The landlord agrees:

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

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

23. The landlord and the tenant agree:

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

LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

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

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28. The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.
- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

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

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

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

LOCKS AND SECURITY DEVICES

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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



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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

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

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

42. The landlord agrees to:

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

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

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

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

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

43. The tenant agrees:

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

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

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

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

SWIMMING POOLS

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

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

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

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

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

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

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

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

COMBUSTIBLE CLADDING

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

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

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

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

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

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

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

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

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

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

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

NO PETS ALLOWED

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~~54. The tenant agrees:~~

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

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

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

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~~54.4 to comply with any council requirements:~~

~~55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy:~~

~~56.1 The tenant agrees:~~

- ~~(a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy:~~
- ~~(b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense:~~
- ~~(c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy:~~
- ~~(d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent:~~

~~56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises:~~

ADDITIONAL TERM - CONDITION REPORT

- 57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1 The condition report will form part of and be included in this agreement.
- 57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - INSPECTIONS

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

ADDITIONAL TERM - CARE AND USE OF PREMISES

- 59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
 - 59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
 - 59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
 - 59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
 - 59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
 - 59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
 - 59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
 - 59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
 - 59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
 - 59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
 - 59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
 - 59.11 not to affix any television antenna to the premises.
 - 59.12 not to maliciously or negligently damage the premises or any part of the premises.
 - 59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
 - 59.14 at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.
 - 59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
 - 59.16 to notify the landlord of any infectious disease at the premises.

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59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

60.1 At the commencement of the tenancy, the landlord will:

- (a) ~~handover the pool in a condition that is safe for use~~
- (b) ~~provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.~~

60.2 During the term of the tenancy:

- (a) ~~the tenant must comply with all safety requirements of the Swimming Pools Act 1992 in particular ensure:~~
 - (1) ~~child restraint barriers are in place and properly maintained;~~
 - (2) ~~access gates and doors are securely closed at all times;~~
 - (3) ~~at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool;~~
 - (4) ~~at all times, there are no climbable objects near the child restraint barriers that would allow children to access the swimming pool.~~
- (b) ~~where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.~~
- (c) ~~the tenant is responsible for general maintenance including:~~
 - (1) ~~regular cleaning of filter baskets~~
 - (2) ~~maintaining required water levels~~
 - (3) ~~removing vegetation and other rubbish from the pool~~
 - (4) ~~maintaining the pool water condition~~
 - (5) ~~regular pool services~~
 - (6) ~~payment of costs for all required pool chemicals~~
 - (7) ~~advising the landlord or the agent immediately of any pool related problem.~~

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

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

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

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

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

ADDITIONAL TERM - RENTAL BOND

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

ADDITIONAL TERM - TERMINATION

- 62. On termination or expiration of the term **the tenant agrees:**
 - (a) to deliver vacant possession in accordance with the termination notice; and
 - (b) to deliver up all keys and security devices; and
 - (c) to advise as soon as possible of the tenants contact address.
- 63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
- 64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:
 - (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
 - (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
 - (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
 - (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
- 65.1 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, the *Residential Tenancies Act 2010* or any other applicable law.
- 65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

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

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ADDITIONAL TERM - OCCUPANTS

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

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

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

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

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

ADDITIONAL TERM - STATUTES AND BY-LAWS

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

ADDITIONAL TERM - INSURANCE

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

73. **The tenant agrees** not to, by act or omission, either directly or indirectly, do anything which would:

- (a) cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
- (b) cause or expose the landlord to any claim on any such insurance policy; or
- (c) cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.

74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.

(b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

(c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:

- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
- (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
- (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
- (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
- (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
- (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
- (7) Owners Corporations.

(d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.

(e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.

(f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.

(g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

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

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.

(b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:

- (1) by delivering it to the party personally; or

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- (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
- (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

2. CONTINUATION OF TENANCY (if fixed term agreement)

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

3. ENDING A FIXED TERM AGREEMENT

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

4. ENDING A PERIODIC AGREEMENT

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

5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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

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

6. WARNING

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

OTHER ADDITIONAL TERMS

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

Refer Addendum A (Item A1)

SIGNATURES

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

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

SIGNED BY THE LANDLORD: DocuSigned by: _____ Date: 12 September 2024

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

LANDLORD INFORMATION STATEMENT

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

SIGNED BY THE LANDLORD: DocuSigned by: _____ Date: 12 September 2024

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

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

SIGNED BY THE TENANT: DocuSigned by: _____ Date: 11 September 2024
(Signature of tenant)

SIGNED BY THE TENANT (2): _____ Date: / /
(Signature of tenant 2)

SIGNED BY THE TENANT (3): _____ Date: / /
(Signature of tenant 3)

SIGNED BY THE TENANT (4): _____ Date: / /
(Signature of tenant 4)

TENANT INFORMATION STATEMENT

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

SIGNED BY THE TENANT/S: DocuSigned by: _____ Date: 11 September 2024
(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, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

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Addendum A

A1. Other Additional Terms

Water Usage Charges

The Tenant agrees that if the property is separately metered for water usage and meets water efficiency standards at any time throughout the tenancy, they will begin paying for water usage starting from the compliance date as outlined in the lease agreement.

Contact Details

The Tenant agrees to promptly update any changes to their contact information, such as mobile number, email, or postal address. Failure to do so may result in missed communication.

Routine Inspections

The Tenant agrees to receive all inspection notices through email. If email is not available, notices will be sent by mail. If you cannot attend, we will use our office key to gain access. If you wish to be present for your inspection, you must adjust your schedule accordingly to be in attendance. Inspection times cannot be rescheduled. The Tenant also consents to photographs being taken for inclusion in a report intended for the Landlord.

Alterations

The Tenant agrees to not to make any alterations to the premises without the Landlords permission. This includes that the Tenant is not to fix anything to the walls (eg: Hooks, pins, nails, stickers, tape, LED strip lights). Any damages caused by alterations are the responsibility of the Tenant to repair. The Tenant will be asked to remove/rectify any unapproved alterations.

NBN/Internet/Phone/Pay TV Connection

The Tenant agrees that the availability of technology-related services, such as the internet, NBN, telephone, fax, and pay TV, is solely the responsibility of the Tenant to investigate before signing the Residential Tenancy Agreement. The Landlord is not obligated to provide these services. The Tenant agrees that if the property does not currently have these services connected, they will obtain the Landlord's permission before installing such services. At the end of the tenancy, the Tenant will not remove the connection without the Landlords' approval.

Repairs & Maintenance

The Tenant agrees to promptly notify the office of any repair or maintenance issues as they occur. Notifications can be made through the PropertyMe App or via email. The sole exception to this rule pertains to emergency repairs, which must be reported immediately via phone call to the office. After necessary maintenance is completed, the Tenant will inform the agent if, in the Tenant's opinion, the work is unsatisfactory or unfinished.

The Tenant agrees that if a tradesperson is sent to repair an issue at the property and it is determined that the problem was caused by the Tenant or their belongings, the Tenant will be responsible for any resulting invoices.

Garden Maintenance

The Tenant agrees to maintain all lawn and garden areas on a regular basis, this includes mowing, watering, weeding, pruning, and pest control. All garden waste must be removed from the premises. The Tenant also agrees to repair/replace any damaged turf caused by pets.

Owner will arrange a gardener to attend the property once a

month to look after the gardens, Lawns to be maintained by the tenants.

Pest Control

The Tenant agrees to be responsible for the prevention and control of general pests, including but not limited to cockroaches, ants, spiders, lawn grubs, and other similar pests. The Tenant shall promptly notify the Landlord of any pest infestations requiring professional extermination beyond routine maintenance. The Tenant shall maintain the cleanliness of the premises and take necessary preventive measures to minimise pest infestations. The Landlord reserves the right to arrange and charge for pest control services if deemed necessary due to the Tenant's negligence or failure to adhere to these responsibilities

Cleaning

The Tenant agrees to consistently clean all parts of the property and, when necessary, follow the manufacturer or Landlord's cleaning instructions.

Smoking

The Tenant agrees not to smoke or allow smoking inside the property, including the garage. If smoking occurs, the Tenants will be responsible for professionally cleaning all affected surfaces.

Carpet

In the event of a carpet stain, the Tenant agrees to promptly clean it to prevent permanent staining. The Tenant agrees to place protective mats underneath any office chairs in carpeted rooms to prevent damage to the carpet.

Mould & Mildew

The Tenant agrees to ensure regular ventilation of the property by opening windows or doors. If mould or mildew occurs due to the Tenant's lifestyle choices or normal factors such as showering or condensation, the Tenant agrees to promptly address and clean it.

Potted Plants

The Tenant agrees to place protective plates or saucers under potted plants situated on any indoor or outdoor surface.

Air Conditioning Filters & Exhaust Fans

The Tenant agrees to maintain regular cleaning of the air conditioner filters including ducted air conditioner filters, range hood filters, ceiling fans, and exhaust fans.

Pet Approval

Where the Tenant is allowed under the lease agreement to have pets on the property, they agree that these pets will not enter any indoor areas of the premises. Upon vacating the property, the Tenant agrees to arrange for professional flea spraying both inside and outside the premises, as well as professional cleaning of the carpets, an invoice must be provided as evidence that the work has been completed. The Tenant agrees to repair any damage caused by the pet (EG: Scratched glass doors, damaged turf, torn fly screens, chewed fittings ect)

Pets Security

The Tenant agrees that the security and safety of any pets kept on the premises are solely their responsibility, including but not limited to ensuring that the pets do not pose a threat to other Tenants, neighbours, or property. It is the Tenant's

Addendum A (continued)

responsibility to ensure that the pet is not able to escape when the agents attend for routine inspections. Additionally, any unfriendly pets should either be secured or absent from the home during inspections.

Inflatable Swimming Pools and Spa Pools

The Tenant agrees not to construct or utilise on the property any inflatable swimming pool or spa pool capable of holding water deeper than 300mm. These pools are categorised as swimming pools under the Swimming Pools Act 1992 and require compliant pool fencing or barriers.

Garages

The Tenant agrees that the garage/sheds on the property will be primarily used for parking a motor vehicle only. In the event of an oil leak from the Tenant's vehicle, they agree to use a protective barrier underneath to prevent staining on the floor or driveway.

Vehicles

The Tenant agrees not to park or store vehicles, including trailers, in areas not designated for parking. No unregistered cars, tires, or parts are to be left in an untidy manner on the property. Tenants must not park on the grass at any time and must ensure that council land is clear of any vehicles. The Tenant agrees not to park on or obstruct any shared driveways.

Keys & Security

The Tenant agrees that they are responsible for the security of the property. The Tenant is accountable for replacing any lost keys or locking devices; if replacement isn't feasible, the Tenant may need to arrange for the lock or locking device to be changed. Any duplicate keys must be returned when vacating the property. In the event that the Tenant becomes locked out of the premises, the tenant can make arrangements to borrow the office set of keys. The agent does not guarantee that keys for all locks are available. If the tenant is unable to arrange collection of the office keys, they will be responsible for the cost of a locksmith.

Break In

The Tenant agrees to promptly notify the police in case of a break-in and obtain a police report number. Subsequently, the Tenant must inform the agent about the incident and provide the report number.

Insurance

The Tenant agrees to obtain contents insurance if they wish to insure their belongings, as the Landlord's insurance does not cover personal belongings of the Tenant.

Appliance Manuals

The Tenant agrees to leave any/all operation manuals at the property upon vacating.

Tenancy Database

The Tenant agrees that in the event of breaching the Residential Tenancy Agreement, resulting in an amount owed to the Landlord exceeding the rental bond, or if the NSW Civil & Administrative Tribunal makes a ruling in favour of the Landlord, the Landlord reserves the right to record the Tenant's personal information in a Tenancy database such as TICA.