

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

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 4): PEXA

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

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

List of Documents

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- ☐ 61

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

SPECIAL CONDITIONS

ENTIRE AGREEMENT

1. The Purchaser acknowledges that he does not rely upon any warranty or representation made by the vendor or the vendor's agent except such as are expressly provided for in this contract. The purchaser acknowledges that he has relied entirely upon his own inquiries and inspections made before entering into this contract.

PURCHASER'S WARRANTY IN RESPECT OF THE AGENT

2. The purchaser warrants to the vendor that he has not been introduced to the property by any real estate agent who may be entitled to claim commission as a result of this sale other than the vendor's agent or co-agent named herein and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim for commission due to the purchaser's breach of this warranty. It is agreed that the benefit of this warranty shall not merge on completion of the contract.

LATENT OR PATENT DEFECTS

3. The property and any improvements are sold in their present condition and state of repair with all defects whether latent or patent. The purchaser shall not be entitled to make any requisition, objection or claim for compensation in respect of the condition of the property or any improvements thereon. Nor shall the purchaser require the vendor to carry out any work on the property after exchange of contracts.

EFFECT OF DEATH OR INSOLVENCY

4. If the vendor or purchaser, or if more than one, then any one of them shall die or become mentally ill or go into bankruptcy, the other party may rescind the contract.

SURVEY

5. If annexed hereto is a copy of a survey report relating to the property the purchaser acknowledges any encroachment by or upon the property and/or non-compliance with the Local Government Act that may be specifically disclosed and clearly described therein and the purchaser shall not make any requisition, objection or claim for compensation in relation to such encroachment and/or non-compliance. The purchaser acknowledges that the vendor does not guarantee the original of any copy survey annexed hereto will be available at settlement.

CLAIMS BY THE PURCHASER

6. Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of clause 7 and 8 hereto entitling the vendor to rescind this contract.

LIQUIDATED DAMAGES

7. If for any reason not solely attributable to the vendor the balance of the purchase price shall not be paid by the purchaser to the vendor by the completion date the purchaser shall on completion pay by way of liquidated damages a sum equal to the rate of ten per centum (10%) per annum of the said balance from the due date until actual completion without prejudice to the vendor's rights and remedies therein mentioned or its other rights to damages by virtue of the default of the purchaser hereunder. Such sum shall form

part of the balance of purchase moneys and be paid on completion as an essential term of the contract.

NOTICE TO COMPLETE

8. Date for Completion

Completion must take place on or before 4.30pm on the date for completion.

a. Notice to complete

If this contract is not completed on or by the date for completion, the party not in default will be entitled by notice in writing to the other to fix a date for Completion and in this regard making time for Completion essential.

b. Reasonable time for notice

- i. It is agreed between the parties that 14 Days (but excluding) the date of service of a notice under clause 8 and the date for Completion specified in the notice is reasonable and adequate time for the insertion in any notice served by one party on the other requiring Completion even though the period includes days which are not business days.
- ii. The party that served the notice may at any time withdraw the notice without any prejudice to the continuing right of that party to give any further notice.
- iii. If the vendor serves a notice to complete then the purchaser must pay to the vendors solicitor an amount of \$220.00 on account of the reasonable legal costs of issuing the notice, payment of which must be made on completion.

REQUISITIONS ON TITLE

9. The Purchaser agrees that they will only be entitled to raise Requisitions on Title in the form annexed to this Contract. The Vendor will supply answers only based on those Requisitions on Title attached hereto.

VENDOR DISCLOSURE REGARDING SEWER LINES LOCATION DIAGRAM

NON-AVAILABILITY

10. The Vendor discloses and the Purchaser acknowledges that Hunter Water Corporation do not provide sewer lines location diagrams (sewerage service diagrams) and that they issue only Service Location Plans showing the location of the Corporations sewer main.

The Purchaser agrees that no right of rescission, objection, requisition or claim shall arise in this regard.

MINE SUBSIDENCE

11. The purchaser may rescind this contract if the property is within a proclaimed Mine Subsidence district and the owner of the improvements of the land is not entitled as at the date of this contract to claim compensation from the Mine Subsidence Board in respect of any damage to the land or improvements arising from Mine Subsidence and

written communication from the Mine Subsidence Board to the effect will be conclusive for the purpose of this clause. The provision of clause 19 shall apply.

DEPOSIT

12. In the event the Vendor agrees to accept a deposit of less than 10% of the purchase price and if :-

- (a) The Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential;
- (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 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.

DEPOSIT BOND

13. The parties agree that in the event the Vendor agrees to the Purchasers request 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 Bond Australia (<https://depositbondaustralia.com.au/>).

Re-BOOKING SETTLEMENT

14. In the event that it is necessary to re-book completion as a result of a request by the purchaser, or an inability of the purchaser to complete on the date originally booked for completion, the purchaser must pay to the vendor on completion an amount of \$165.00.

SWIMMING POOL

15. If the property contains a Swimming Pool:-

- (a) The Vendor is required to attach a Certificate of Compliance.
- (b) IF the certificate shows a Non-Compliance, then the purchaser agrees that, within 90 days of settlement, they will rectify the Defects listed on the Certificate of Non-Compliance and obtain the Certificate of Compliance from the relevant authority.
- (c) The purchaser may not make any claims or raise any requisitions whatsoever in relation to the swimming pool or any non-compliance with the Swimming Pools Act or other relevant legislation.

INCORRECT SETTLEMENT ADJUSTMENTS

16. Each party agrees that if on completion any adjustment required under the contract is overlooked or incorrectly calculated, an incorrect amount drawn on settlement or an amount entered incorrectly in the Settlement statement, the party will forthwith upon being so requested by the other party make the correct calculation and pay such an amount or amendment as required by the correct calculation accordingly. This clause does not merge on completion.

COVID-19

17. The parties agree that whilst ever the State of New South Wales is managing the Covid-19 outbreak (Coronavirus) as a Health Emergency and/or State Emergency then:
- (a) If either party is medically required to undertake self-isolation, quarantine or is hospitalised due to the coronavirus, such party will notify the other party's legal representation within twenty-four (24) hours of such placement in self-isolation, quarantine or hospitalisation;
 - (b) In the event that the completion of this Contract for Sale does not take place by the completion date as provided for as per the completion date on the contract, as a result of a party being placed under a medically advised period of self-isolation or quarantine, then the parties agree that the completion date is to be extended by a period of twenty-one days (21) without penalty. The party who seeks the benefit of this clause shall provide evidence to the other upon request to do so;
 - (c) In the event of the completion date of this contract of sale does not take place by the completion date as provided in the contract as a result of a party being hospitalised as a result of the Coronavirus, then the parties agree that the completion date is to be extended by a period of twenty-one (21) days from the date upon which the party is discharged from hospital, without penalty. The party who seeks the benefit of this clause shall provide medical evidence to the other party within two (2) business days of being discharged from the hospital, with such medical evidence to be provided by a Medical Practitioner or Hospital confirming the period of hospitalisation and the date of discharge;
 - (d) No party shall be entitled to serve Notice of Completion, charge interest, rescind, terminate, make a claim, objection or requisition as a result of the completion date being extended under this Clause, unless the time provisions set out in Clause (b) and (c) above have elapsed.
 - (e) Should a purchaser be in locked down in a classified hotspot and wish to conduct their final inspection prior to settlement, they are to provide (to the vendor conveyancer) clear/negative Covid 19 test results within 48 hours prior to conducting the inspection.

EXECUTION AND EXCHANGE OF CONTRACTS BY SCANNED OR EMAILED SIGNATURES

18. The parties acknowledge and agree that the execution of this contract by the parties may be effected by the use of either scanned or emailed signature's on the original signature page of this contract.
 - (a) The parties agree that this contract may be exchanged electronically via scanned or emailed copies. Any party using the scanned or emailed signature to execute this contract agrees to provide to the other party the original signature page of this contract within fourteen (14) days after the date of this contract.
 - (b) The parties agree that they will not make any objection, requisition, delay completion or claim any right to terminate or rescind this contract due to the manner of the other party's execution of this contract and manner of exchange of contracts.

EXTENSION(S) TO COOLING OFF PERIOD

19. If a cooling off period applies to this contract, then on request for any extension and each subsequent request for further extensions, and the request is granted by the Vendor/s, the purchaser must pay on completion a further sum of \$110.00 inclusive of GST for each additional request to extend the cooling off period, as the vendors additional legal expenses associated with dealing with these requests. These fees are agreed to be a genuine and reasonable pre-estimate of the vendors actual costs incurred. This fee is an essential term of the completion of this contract.

AMENDMENT TO STANDARD CLAUSES

20. Clause 14.4.2 is deleted

GARANTEE (COMPANY PURCHASER)

21. For the purposes of this contract, "Guarantor" means the person or persons who are officers of the purchaser company and who have witnessed or signed this contract for the purchaser or who have otherwise indicated that they give this guarantee.

The Guarantor gives the guarantee and indemnity in consideration of the vendor agreeing to enter into this contract.

The Guarantor unconditionally and irrevocably guarantees to the vendor the due and punctual performance and observance by the purchaser of the purchaser's obligations under this contract.

As a separate undertaking the Guarantor unconditionally and irrevocably indemnifies the vendor against all liability or loss arising from and any expenses incurred in connection with, breach by the purchaser of this contract. It is not necessary for the vendor to incur expenses or make payment before enforcing that right of indemnity.

As a separate undertaking the Guarantor unconditionally and irrevocably indemnifies the vendor against all liability or loss arising from, and any expenses incurred in

connection with, a representation or warranty by the purchaser in this contract being incorrect or misleading.

The Guarantor waives any right it has of first requiring the vendor to commence proceedings or enforce any other right against the purchaser or any other person before claiming under this guarantee and indemnity.

- (a) The liabilities of the Guarantor under this clause as a guarantor indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including but not limited to, one or more of the following:
- (b) The vendor granting time or indulgence to compounding or compromising with or releasing the purchaser;
- (c) Acquiescence, delay acts, omissions or mistakes on the part of the vendor;
- (d) Any novation or the right of the vendor;
- (e) Any variation of this contract, or
- (f) The validity or unenforceability of an obligation of a person other than the Guarantor.

The Guarantor may not without the consent of the vendor:

- (a) Raise a set off or counterclaim available to it or the purchaser against the vendor in reduction of its liability under this guarantee and indemnity;
- (b) Claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the vendor in connection with this contract; or
- (c) Prove in competition with the vendor if a liquidator, provisional liquidator, receiver, official manager or trustee in bankruptcy is approved in respect of the purchaser or the purchaser is otherwise unable to pay the purchaser's debts when they fall due.

If a claim that a payment or transfer to the vendor in connection with this contract or this guarantee or indemnity is void or voidable (including, but not limited to), a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or comprised, then the vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled had not occurred.

This clause is an essential term of this contract.

If there is more than one person constituting the Guarantor then they give these covenants jointly and severally.

Signed by the Guarantor)

In the presence of:) _____

Guarantor

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: 2 Buttercup Lane, Raymond Terrace NSW 2324
Dated: 4 August 2026

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
(c) Please specify any existing breaches.
(d) All rent should be paid up to or beyond the date of completion.
(e) Please provide details of any bond together with the Rental Bond Board's reference number.
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 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 outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
(a) to what year has a return been made?
(b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

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

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

Affectations

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

Capacity

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

Requisitions and transfer

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



Title Search

Information Provided Through

Triconvey2 (Reseller)

Ph. 1300 064 452

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 421/1264399

SEARCH DATE	TIME	EDITION NO	DATE
4/8/2026	1:49 PM	4	13/1/2026

LAND

LOT 421 IN DEPOSITED PLAN 1264399
AT RAYMOND TERRACE
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF ELDON COUNTY OF GLOUCESTER
TITLE DIAGRAM DP1264399

FIRST SCHEDULE

(T AQ380483)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1231351 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1255967 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1264399 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1264399 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 6 DP1264399 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 7 DP1264399 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 8 AV782772 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

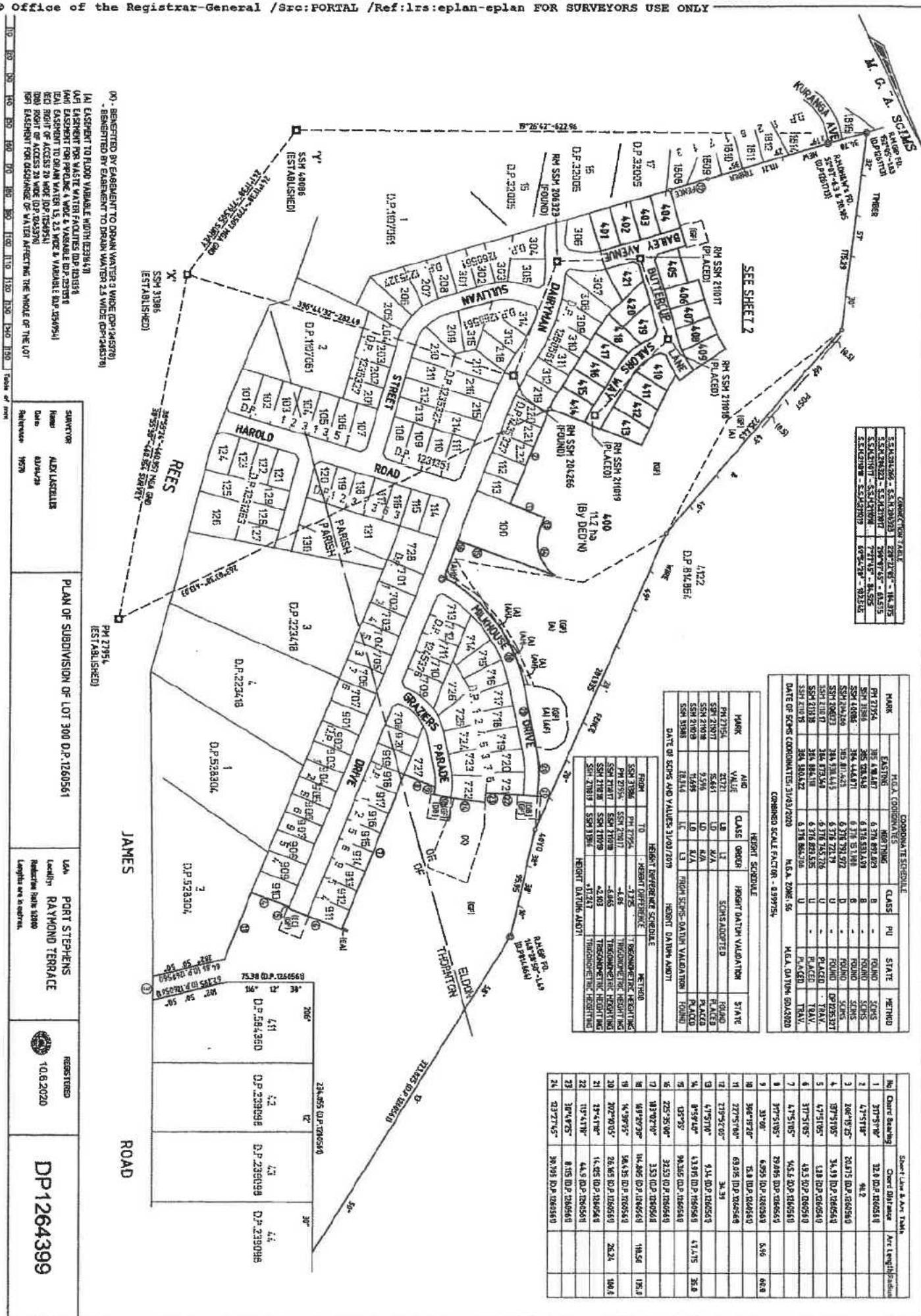
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

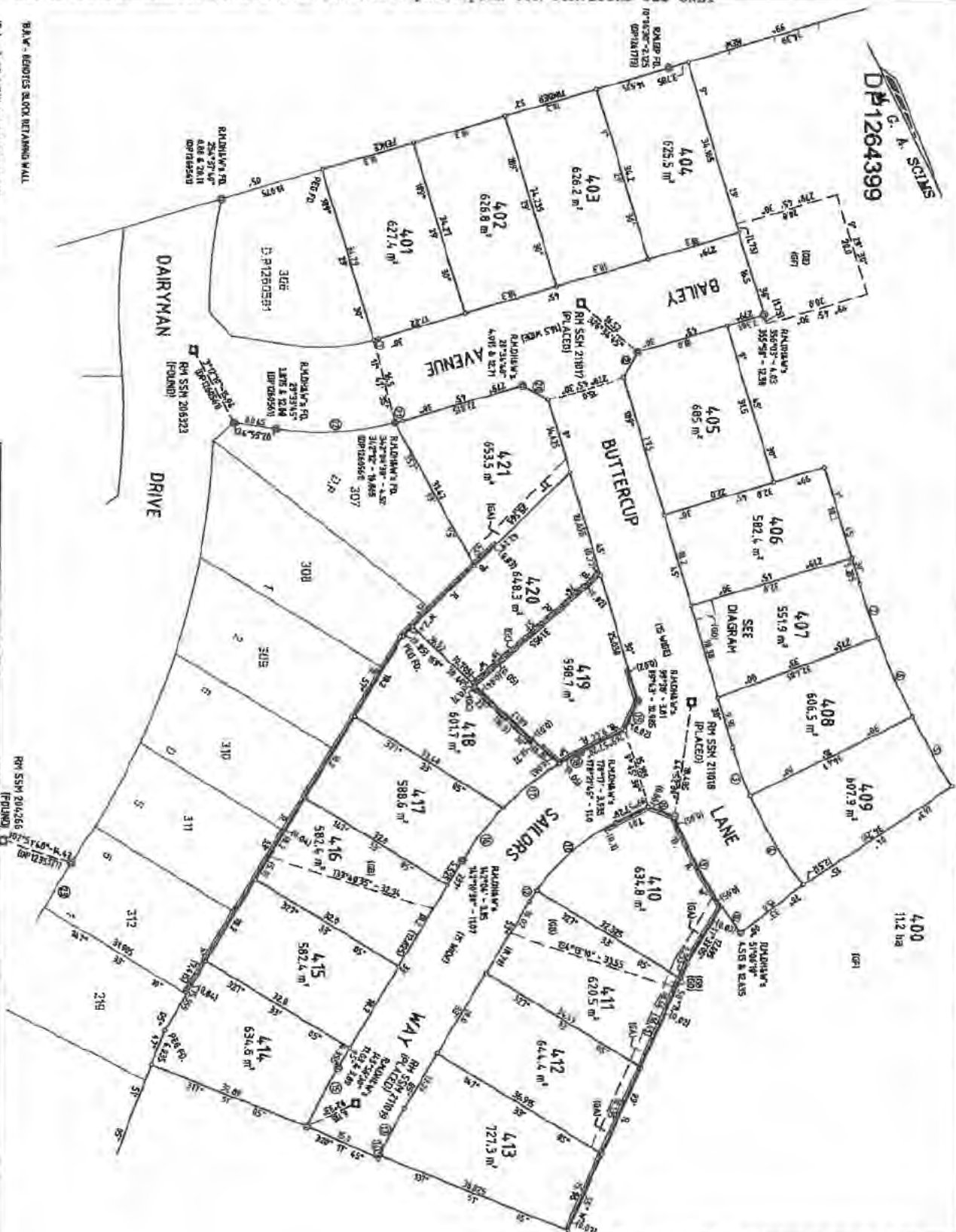
208593...

PRINTED ON 4/8/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.



DP1264399
 G. A. SCUMS



SHORT LINE & AREA TABLE				
No.	Ground Bearing	Distance	Area	Remarks
1	100°32'40"	1.00	1.00	1.00
2	204°45'00"	5.05	1.00	1.00
3	140°14'25"	9.42	1.05	1.05
4	170°28'05"	10.15	1.05	1.05
5	176°04'45"	15.42	1.05	1.05
6	181°19'15"	16.55	1.05	1.05
7	187°35'55"	16.75	1.05	1.05
8	190°25'30"	1.25	1.05	1.05
9	194°05'10"	1.11	1.05	1.05
10	197°25'40"	5.10	1.05	1.05
11	205°31'50"	11.03	1.05	1.05
12	209°19'40"	2.48	1.05	1.05
13	214°07'55"	10.14	1.05	1.05
14	218°09'05"	10.02	1.05	1.05
15	221°05'20"	12.05	1.05	1.05
16	224°12'30"	12.76	1.05	1.05
17	227°19'35"	13.05	1.05	1.05
18	230°26'40"	1.75	1.05	1.05
19	233°33'45"	6.13	1.05	1.05
20	236°40'50"	1.05	1.05	1.05
21	239°47'55"	1.05	1.05	1.05
22	242°55'00"	22.75	1.05	1.05
23	246°02'05"	1.05	1.05	1.05



DIAGRAM
 NOT TO SCALE

RM SSM 204266
 (FOUND)

PLAN OF SUBDIVISION OF LOT 300 DP 1260561

LOCAL
 PORT STEPHENS
 RAYMOND TERRACE

REGISTERED
 10.6.2020

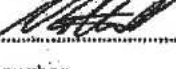
DP1264399

- 104 - EASEMENT TO GRAVE VALETS IS VOID
- 105 - RESTRICTION ON THE USE OF LAND (HARCAFT NO. 1)
- 106 - EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.1 MIDE
- 107 - RIGHT OF ACCESS IS VOID
- 108 - EASEMENT FOR DRAINAGE OF WATER AFFECTING THE WHOLE OF THE LOT

PLAN - MEMORIAL BLOCK RETAINING WALL

SUBDIVISION	DATE
AS LATEST	10.6.2020
DATE	10.6.2020
REFERENCE	79718

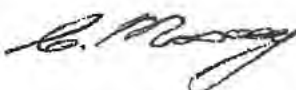
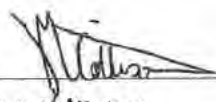
ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)											
Registered:  10.6.2020 Title System: TORRENS	Office Use Only DP1264399												
PLAN OF SUBDIVISION OF LOT 300 D.P.1260561	LGA: PORT STEPHENS Locality: RAYMOND TERRACE Parish: ELDON/THORNTON County: GLOUCESTER												
Survey Certificate I, <u>ALEX LASCELLES</u> of <u>Delfs Lascelles Pty Ltd, 260 Maitland Rd, Mayfield 2304</u> a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on or *(b) The part of the land shown in the plan (being <u>excluding</u> <u>PART LOT 400</u>) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on, <u>31/4/20</u>, the part not surveyed was compiled in accordance with that Regulation; or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: <u>"X" - "Y"</u> Type: <u>"Urban"/"Rural"</u> The terrain is <u>"Level-Undulating" / "Steep-Mountainous"</u> Signature: <u></u> Dated: <u>12/4/20</u> Surveyor Identification No: <u>8697</u> Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	Crown Lands NSW/Western Lands Office Approval 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. Signature: Date: File Number: Office: Subdivision Certificate I, <u>BRYN CORRIALL</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.108J 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. Signature: <u></u> Accreditation number: Consent Authority: <u>PORT STEPHENS COUNCIL</u> Date of endorsement: <u>20 MAY 2020</u> Subdivision Certificate number: <u>2020/20</u> File number: <u>14-2013-707-7</u> * Strike through if inapplicable												
Plans used in the preparation of survey/compilation. <table border="0"> <tr> <td>D.P.223418</td> <td>D.P.1107061</td> <td>D.P.814864</td> </tr> <tr> <td>D.P.584360</td> <td>D.P.1218942</td> <td>D.P.1235327</td> </tr> <tr> <td>D.P.584360</td> <td>D.P.1245376</td> <td>D.P.1261713</td> </tr> <tr> <td>D.P.1260561</td> <td></td> <td></td> </tr> </table>	D.P.223418	D.P.1107061	D.P.814864	D.P.584360	D.P.1218942	D.P.1235327	D.P.584360	D.P.1245376	D.P.1261713	D.P.1260561			Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF BAILEY AVENUE, BUTTERCUP LANE & SAILORS WAY TO THE PUBLIC AS PUBLIC ROAD
D.P.223418	D.P.1107061	D.P.814864											
D.P.584360	D.P.1218942	D.P.1235327											
D.P.584360	D.P.1245376	D.P.1261713											
D.P.1260561													
Surveyor's Reference: 19570	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A												

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheet(s)																																																																																																																			
Registered:  10.6.2020 PLAN OF SUBDIVISION OF LOT 300 D.P.1260561 Subdivision Certificate number : <u>2020/20</u> Date of Endorsement : <u>20 MAY 2020</u> Office Use Only DP1264399 Office Use Only This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> - Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals - See 195D <i>Conveyancing Act 1919</i> - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																																																																																																																					
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:- 1. EASEMENT TO DRAIN WATER 2.5 WIDE (GA) 2. RESTRICTION ON THE USE OF LAND (GB) 3. RESTRICTION ON THE USE OF LAND (GC) 4. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 WIDE (GD) 5. RIGHT OF ACCESS 20 WIDE (GE) 6. POSITIVE COVENANT 7. RESTRICTIONS ON THE USE OF LAND 8. RESTRICTIONS ON THE USE OF LAND 9. EASEMENT FOR DISCHARGE OF WATER AFFECTING THE WHOLE OF THE LOT (GF) RELEASE:- 1. EASEMENT FOR DISCHARGE OF WATER AFFECTING THE WHOLE OF THE LOT (DP 1260561)																																																																																																																					
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ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Registered:  10.6.2020 PLAN OF SUBDIVISION OF LOT 300 D.P.1260561	Office Use Only DP1264399	
Subdivision Certificate number : <u>2030/20</u> Date of Endorsement : <u>20 MAY 2020</u>		
This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • 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.		
CAROL JOY MOXEY  I certify that I am an eligible witness and that the persons signing opposite with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed the instrument in my presence: Certified correct for the purposes of the Real Property Act 1900 by the Attorneys for McCloy Raymond Terrace Pty Ltd ACN 169 323 415 pursuant to Power of Attorney Book 4751 No 429.  Signature of witness <u>RYLAN GIBSON</u> Name of witness (print) <u>37 Cornston Crescent, Adamstown Heights</u> Address of witness  Signature of Attorney <u>JAMES GOODE</u> Full name of Attorney  Signature of witness <u>RYLAN GIBSON</u> Name of witness (print) <u>37 Cornston Crescent, Adamstown Heights</u> Address of witness  Signature of Attorney <u>MICHELLE ANNE COLLISON</u> Full name of Attorney		

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Registered: 10.6.2020 PLAN OF SUBDIVISION OF LOT 300 D.P.1260561 Subdivision Certificate number : <u>2020/20</u> Date of Endorsement : <u>20 MAY 2020</u> Office Use Only DP1264399 This sheet is for the provision of the following information as required: - A schedule of lots and addresses - See 60(c) SSI Regulation 2017 - 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.		
Deed Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified. Signed, sealed and delivered for ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044 ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023 ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032 ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 Blue Asset Partner Pty Ltd ACN 615 217 483 on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015. by its attorneys under power of attorney registered book 4734 no. 366 sign here ? Attorney print name <u>NIGEL PETER JOHN LOWRY</u> I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note below] sign here ? Witness print name <u>Alesia Matis</u> print address <u>24 Campbell Street, Sydney</u> sign here ? Attorney print name <u>TREVOR MARK ARMSTRONG</u> I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note below] sign here ? Witness print name <u>Effie Dimitriou</u> print address <u>24 Campbell Street, Sydney</u> *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. If space is insufficient use additional annexure sheet		
Surveyor's Reference: 19570		

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 8

Plan: **DP1264399**

Plan of Subdivision of Lot 300 D.P. 1260561
 covered by Subdivision Certificate No. **2020/20**
 dated **20 MAY 2020**

Full name and address
 of the owner of the land:

Carol Joy Moxey
 40 Rees James Road
 Raymond Terrace NSW 2324

Full name and address
 of the mortgagees of the land:

McCloy Raymond Terrace Pty Limited
 Suite 2, Ground Floor, 317 Hunter Street,
 Newcastle NSW 2300

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, 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 to Drain Water 2.5 wide (GA)	421 412 411 410	307/1260561 413 412, 413 411, 412, 413
2	Restriction on the use of land (GB)	401 - 410 inclusive, Part Lot 411, Part Lot 416, 417 - 421 inclusive	Port Stephens Council
3	Restriction on the use of land (GC)	Part 420, 418	Port Stephens Council
4	Easement for Electricity & Other Purposes 3.3 wide (GD)	407	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
5	Right of Access 20 wide (GE)	400	Port Stephens Council
6	Positive Covenant	400	Port Stephens Council
7	Restrictions on the use of land	Lots 401 - 421 Inclusive	Port Stephens Council

JG
 MC

[Handwritten signatures]

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 2 of 8

Plan: **DP1264399**

Plan of Subdivision of Lot 300 D.P. 1260561
covered by Subdivision Certificate No. 2020/20
dated 20 MAY 2020

8	Restrictions on the use of land	Lots 401 - 421 Inclusive	Every other lot except lot 400
9	Easement for discharge of water affecting the whole of the lot (GF)	400	Port Stephens Council

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for discharge of water affecting the whole of the lot (vide DP 1260561)	300/1260561	Port Stephens Council

Part 2 (Terms)

Terms of easement, profit a pendre, restriction, or positive covenant numbered 2 in the plan:

No residential building, including buildings erected as complying development, shall be constructed upon the lots so burdened unless it meets the site acceptability and indoor design sound level requirements of AS 2021-2000 as per Port Stephens Council's adopted Development Control Plan. All lots identified are subject to ANEF2025 and shall require the submission of an Acoustic Report with any future development application for a dwelling or dwellings to Council.

Terms of easement, profit a pendre, restriction, or positive covenant numbered 3 in the plan:

No structure shall be constructed or allowed to remain erected within the area described in the plan provided however this restriction shall:

- Not apply to retaining walls constructed with the consent of Port Stephens Council.
- This restriction does not apply to overhangs, such as eaves that are located a minimum of 2.8 metres above ground level.

Handwritten signatures and initials: "Mc", "AL", and a signature.

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 3 of 8

Plan: **DP1264399**

Plan of Subdivision of Lot 300 D.P. 1260561
covered by Subdivision Certificate No. **2020/20**
dated **20 MAY 2020**

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

An Easement is created on the terms and conditions set out in memorandum registered number AK980903. In this easement, "Easement for Electricity and Other Purposes" is taken to have the same meaning as "Easement for Electricity Works" in the memorandum.

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

The Proprietor for the time being of the lot containing the area shall maintain the ground fuel/understorey to a level of 6 tonnes/hectare or less.

In the event that the Port Stephens Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the NSW Lands Registry Services, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant. PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Port Stephens Council for a release, Port Stephens Council shall execute a release in registerable form.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 in the plan:

- (a) No fencing or roofing materials shall be lightly coloured and/or highly reflective.
- (b) All lots shall be managed in perpetuity as an inner protection area (IPA).
- (c) All lots adjoining existing neighbouring properties (Lot 17 DP 32005) shall provide timber fencing on the boundaries of those lots.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 8 in the plan:

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).

dc [Signature]
NC [Signature]

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 4 of 8

Plan: **DP1264399**

Plan of Subdivision of Lot 300 D.P. 1260561
covered by Subdivision Certificate No. 2020/20
dated 20 MAY 2020

- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Carol Joy Moxey without the prior written consent of McCloy Raymond Terrace Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Carol Joy Moxey and/or McCloy Raymond Terrace Pty Limited its successors or assigns and is doubled lapped and capped timber fence or Colorbond metal fence finished in Woodland Grey Colorbond colour. In favour of any person dealing with the transferees Carol Joy Moxey its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Carol Joy Moxey, its successors or assigns other than purchasers on sale.
- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Port Stephens Council. Except for fencing around pools, no property boundary or internal fencing shall be constructed out of any material other than doubled lapped and capped timber fence or Colorbond metal fence finished in Woodland Grey Colorbond colour.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or Colorbond non-flat metal material and of a natural earth tone.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (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) Not more than one residence shall be erected or be permitted to remain erected on any Lot except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
- (k) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by Carol Joy Moxey

UG

Mc

HL

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 5 of 8

Plan: **DP1264399**

Plan of Subdivision of Lot 300 D.P. 1260561
covered by Subdivision Certificate No. 2020/20
dated 20 MAY 2020

without the prior written consent of McCloy Raymond Terrace Pty Limited.

- (l) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (m) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 9 in the plan:

1. The Authority having the benefit of this easement may:
 - a. Convey storm water over the lot burdened and do anything reasonably necessary for that purpose.
2. The proprietor of the lot burdened;
 - a. Must maintain the structure of the existing stormwater system on an ongoing basis such that the existing stormwater system is capable of retaining the existing capacity of stormwater system as it exists at the date of the registration of this plan.
 - b. Must not change the shape nor alter the structure of the existing stormwater system to that which exists as at the date of the registration of this plan.
3. In the event that the proprietor of the lot burdened fails to perform the obligations in 2 above, upon receipt of a notice in writing from the Council requesting details of the work to be undertaken in order to comply with those obligations, the Council may enter the burdened lot and perform those works and the cost of those works shall be a debt due by the proprietor of the lot burdened to the Council.

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 1, 2, 3, 5, 6, 7 and 9 in the plan.

Port Stephens Council

JG
JLC
HL

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 6 of 8

Plan: **DP1264399**

Plan of Subdivision of Lot 300 D.P. 1260561
covered by Subdivision Certificate No. 2020/20
dated 20 MAY 2020

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 4 in the plan.

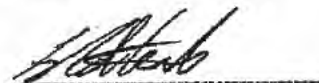
Alpha Distribution Ministerial Holding Corporation

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 8 in the plan.

McCloy Raymond Terrace Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

PORT STEPHENS COUNCIL by its
authorised delegate pursuant to s.377
Local Government Act 1993

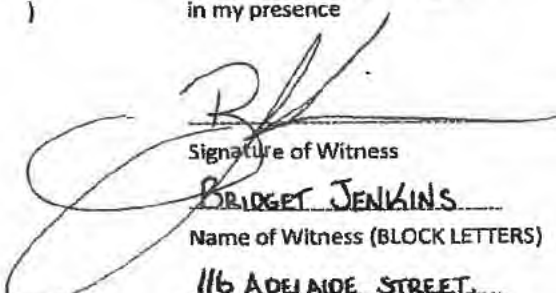
I certify that I am an eligible witness
and that the delegate signed
in my presence



Signature of delegate

BRYN COTTERILL

Name of delegate (BLOCK LETTERS)



Signature of Witness

BRIDGET JENKINS

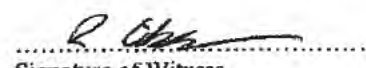
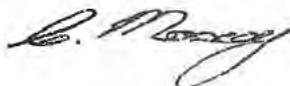
Name of Witness (BLOCK LETTERS)

116 ADELAIDE STREET,

RAYMOND TERRACE NSW 2324

Address of Witness (BLOCK LETTERS)

Executed by Carol Joy Moxey



Signature of Witness

RYLAN GIBSON

Name of Witness

37 Carrington Crescent, Adamstown Heights

Address of Witness

JA MC.

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 7 of 8

Plan: **DP1264399**

Plan of Subdivision of Lot 300 D.P. 1260561
covered by Subdivision Certificate No. 2020/20
dated 20 MAY 2020

I certify that I am an eligible witness and that the persons signing opposite with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed the instrument in my presence:

Certified correct for the purposes of the Real Property Act 1900 by the Attorneys for McCloy Raymond Terrace Pty Ltd ACN 169 323 415 pursuant to Power of Attorney Book 4751 No 429.



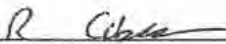
Signature of witness

RYLAN GIBSON

Name of witness (print)

37 Cornston Crescent, Adamstown Heights

Address of witness



Signature of witness

RYLAN GIBSON

Name of witness (print)

37 Cornston Crescent, Adamstown Heights

Address of witness



Signature of Attorney

JAMES COODE

Full name of Attorney



Signature of Attorney

MICHELLE ANNE COLLISON

Full name of Attorney



Instrument setting out terms of Easement or Profit a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

8 8
Sheet 7 of 7

Plan **DP1264399**

Plan of Subdivision of Lot 300 D.P. 1260561
covered by Subdivision Certificate No. 2020/20
dated 20 MAY 2020

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for:

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044

ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023

ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032

ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078

Blue Asset Partner Pty Ltd ACN 615 217 493

on behalf of Alpha Distribution Ministerial Holding Corporation

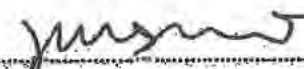
pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015

by its attorneys under power of attorney registered book 4734 no. 366 at


Attorney

NIGEL PETER JOHN LOWRY

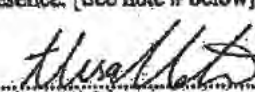
Print Name


Attorney

TREVOR MARK ARMSTRONG

Print Name

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]


Witness Signature

Alesia Matis

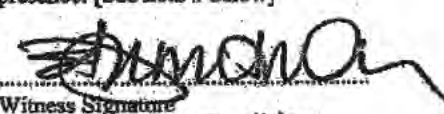
Print Name

24 Campbell Street, Sydney

Print Address

s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note # below]


Witness Signature

Effie Dimitriou

Print Name

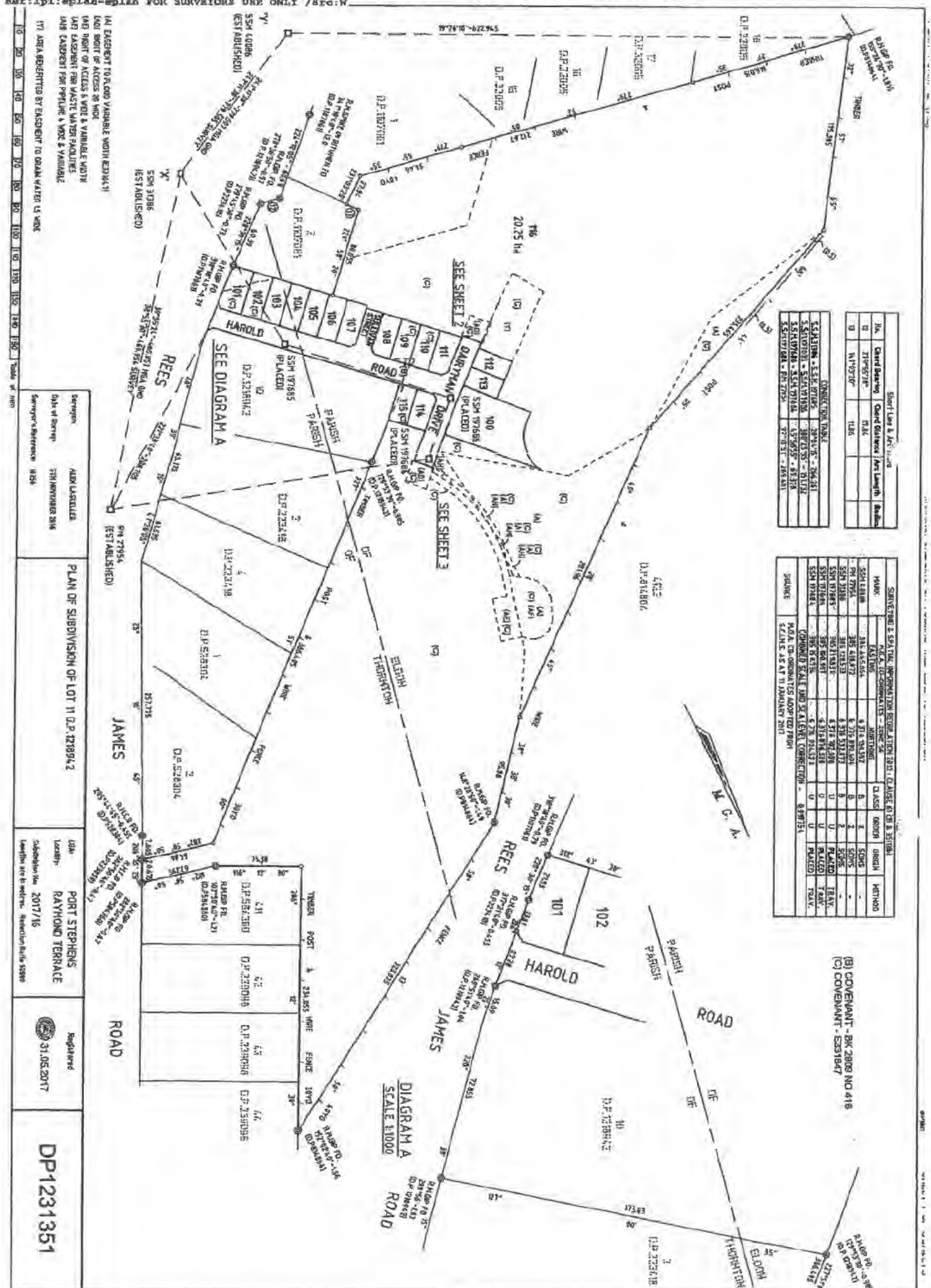
24 Campbell Street, Sydney

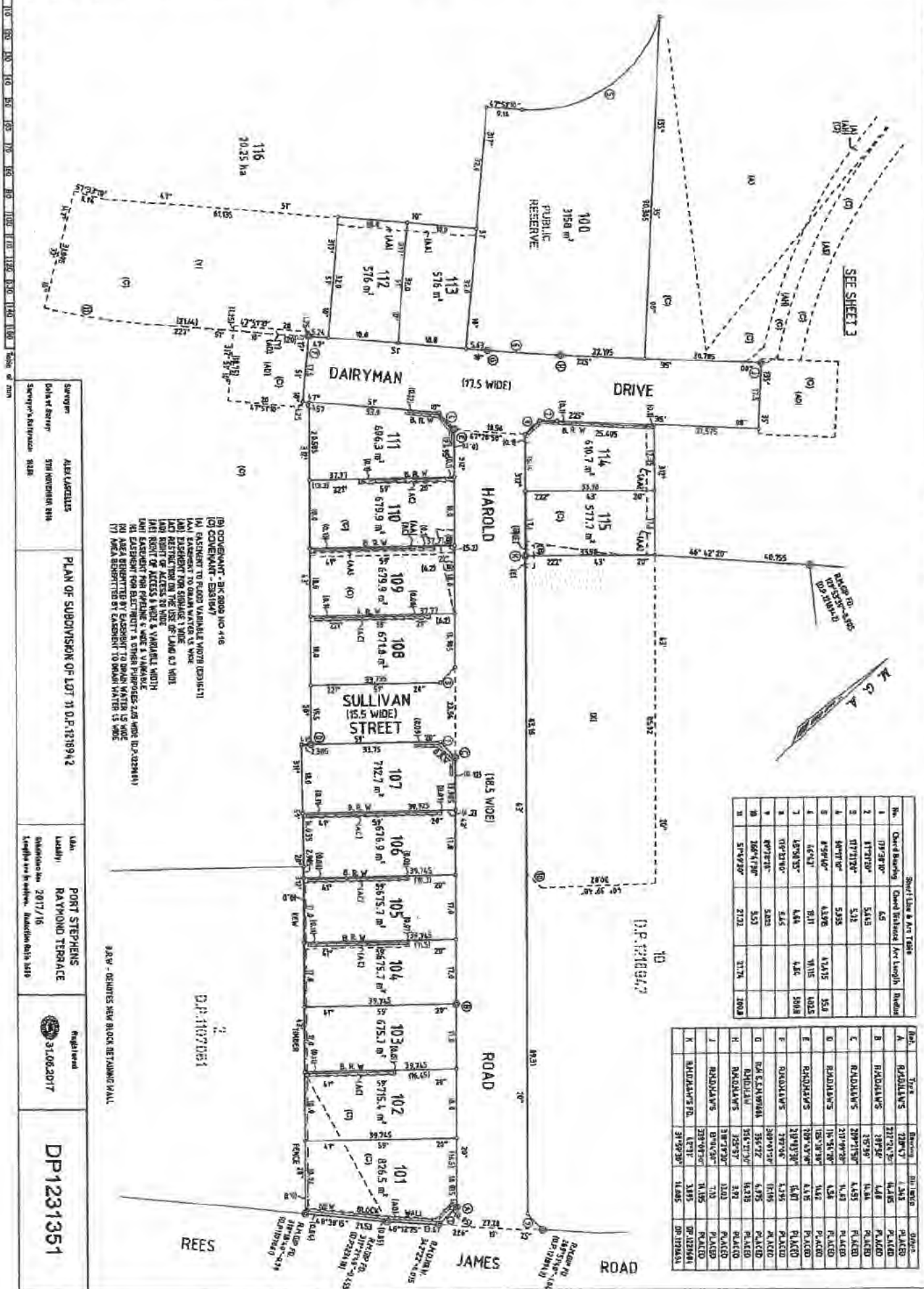
Print Address

REGISTERED



10.6.2020





No.	Chord Bearing	Chord Distance	Area	Length	Radius
1	173° 38' 00"	65			
2	81° 37' 30"	54.65			
3	171° 12' 30"	5.32			
4	164° 07' 30"	5.335			
5	85° 40' 00"	4.378			
6	16° 42' 30"	3.11			
7	165° 38' 30"	4.44			
8	171° 37' 30"	5.45			
9	80° 37' 30"	5.822			
10	164° 17' 30"	5.51			
11	51° 42' 30"	21.32			
12		21.74			
13		160.8			

Ref.	Type	Area	Length	Radius
A	ROADWAY	218° 47'	1.345	PLACED
B	ROADWAY	218° 47'	4.185	PLACED
C	ROADWAY	218° 47'	4.185	PLACED
D	ROADWAY	218° 47'	4.185	PLACED
E	ROADWAY	218° 47'	4.185	PLACED
F	ROADWAY	218° 47'	4.185	PLACED
G	ROADWAY	218° 47'	4.185	PLACED
H	ROADWAY	218° 47'	4.185	PLACED
I	ROADWAY	218° 47'	4.185	PLACED
J	ROADWAY	218° 47'	4.185	PLACED
K	ROADWAY	218° 47'	4.185	PLACED

Surveyor: ALEX LARSEN
 Date of Survey: 27th NOVEMBER 2016
 Surveyor's Reference: 10128

PLAN OF SUBDIVISION OF LOT 31 D.P. 1231351

Locality: PORT STEPHENS
 RAYMOND TERRACE
 Date of Plan: 2017/16
 Length of Plan: 10128

Registered
 31.08.2017

DP1231351



No.	Chord Reading	Chord Distance	Arc Length ft.	Radius
12	30° 47' 30"	30.91	112.56	729.30
13	33° 04' 30"	44.3	144.05	935.55
14	34° 58' 00"	61.773	197.05	1284.3
15	36° 42'	83.655		
16	38° 15'	1.85	4.65	1930.8
17	40° 45'	29.37	30.05	195.8
18	42° 7'	30.315		

- (A) EASEMENT TO FLOOD VARIABLE WIDTH ESTIMATE
- (B) EASEMENT FOR PIPELINE & WIDE & VARIABLE
- (C) RIGHT OF ACCESS & WIDE & VARIABLE WIDTH
- (D) EASEMENT FOR WASTE WATER FACILITIES
- (E) RIGHT OF ACCESS IS WIDE

ALEX LA FOLLE

Date of Birth: 5TH NOVEMBER 2004

Surveyor's name: 16281

PLAN OF SUBDIVISION OF LOT 11 D.P. 1218942

LO#	PORT STEPHENS
Locality	RAYMOND TERRACE

Subtropical, Mar 2017/16
Lengths are in metres. Production Ratio 3.60

Page 10 of 10

31.05.2017

DP1231351

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Registered:  31.05.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only Office Use Only DP1231351
PLAN OF SUBDIVISION OF LOT 11 D.P.1218942	LGA: PORT STEPHENS Locality: RAYMOND TERRACE Parish: ELDON & THORNTON County: GLOUCESTER
Crown Lands NSW/Western Lands Office Approval 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. Signature: Date: File Number: Office:	Survey Certificate ALEX LASCELLES I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 5th November 2016 *(b) The part of the land shown in the plan ("being" excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>
Subdivision Certificate I, BRYN COTTEILL *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. Signature:  Accreditation number: Consent Authority: PORT STEPHENS COUNCIL Date of endorsement: 5 APRIL 2017 Subdivision Certificate number: 2017/16 File number: 16-2013-707-5 *Strike through if inapplicable	Signature:  Dated: 5/3/17 Surveyor ID: 8697 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level - Undulating / *Steep - Mountainous * Strike through if inapplicable * Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Statements of intention to dedicate public roads, public reserves and drainage reserves IT IS INTENDED TO DEDICATE HAROLD ROAD, SULLIVAN STREET & DAIRYMAN DRIVE TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO DEDICATE LOT 100 TO THE PUBLIC AS PUBLIC RESERVE. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Plans used in the preparation of survey/compilation D.P.223418 D.P.1107061 D.P.814864 D.P.584360 D.P.1218942 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 16256

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered



31.05.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 11
D.P.1218942

DP1231351

Subdivision Certificate number : 2017/16

Date of Endorsement : 5 APRIL 2017

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.

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (AA)
2. EASEMENT FOR SIGNAGE 1 WIDE (AB)
3. RESTRICTION ON THE USE OF LAND 0.7 WIDE (AC)
4. TEMPORARY RIGHT OF ACCESS 20 WIDE (AD)
5. TEMPORARY RIGHT OF ACCESS 6 WIDE & VARIABLE WIDTH (AE)
6. EASEMENT FOR WASTE WATER FACILITIES (AF)
7. POSITIVE COVENANT
8. EASEMENT FOR PIPELINE 4 WIDE & VARIABLE (AH)
9. RESTRICTIONS ON THE USE OF LAND
10. RESTRICTIONS ON THE USE OF LAND

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
100	45	DAIRYMAN	DRIVE	RAYMOND TERRACE
101	1	HAROLD	ROAD	RAYMOND TERRACE
102	3	HAROLD	ROAD	RAYMOND TERRACE
103	5	HAROLD	ROAD	RAYMOND TERRACE
104	7	HAROLD	ROAD	RAYMOND TERRACE
105	9	HAROLD	ROAD	RAYMOND TERRACE
106	11	HAROLD	ROAD	RAYMOND TERRACE
107	13	HAROLD	ROAD	RAYMOND TERRACE
108	15	HAROLD	ROAD	RAYMOND TERRACE
109	17	HAROLD	ROAD	RAYMOND TERRACE
110	19	HAROLD	ROAD	RAYMOND TERRACE
111	21	HAROLD	ROAD	RAYMOND TERRACE
112	41	DAIRYMAN	DRIVE	RAYMOND TERRACE
113	43	DAIRYMAN	DRIVE	RAYMOND TERRACE
114	22	HAROLD	ROAD	RAYMOND TERRACE
115	20	HAROLD	ROAD	RAYMOND TERRACE
116	3	SULLIVAN	STREET	RAYMOND TERRACE

If space is Insufficient use additional annexure sheet

Surveyor's Reference: 16256

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Registered



31.05.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 11
D.P.1218942

DP1231351

Subdivision Certificate number : 2017/16

Date of Endorsement : 5 APRIL 2017

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.

EXECUTED BY: CAROL JOY MOXEY

Carol Joy Moxey

Executed by McCloy Raymond Terrace PTY LTD
ABN 99 169 323 415 in accordance with
Section 127 of the Corporations Act.

Director

Print Name: JAMES COODE

Director

Print Name: BRIAN SWAINE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16256

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered



31.05.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 11
D.P.1218942

DP1231351

- 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 : 2017/16
Date of Endorsement : 5 APRIL 2017

EXECUTED BY: HUNTER WATER CORPORATION

Signed Sealed and Delivered
for and on behalf of Hunter
Water Corporation by
Peter James Kembrey
its duly constituted Attorney
pursuant to Power of Attorney
registered
Book 4695 No. 750


Attorney Signature

Witness Signature

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16256

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered



31.05.2017

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 11
D.P.1218942

DP1231351

Subdivision Certificate number : 2017/16
Date of Endorsement : 5 APRIL 2017

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.

Mortgage under Mortgage No 4m 53139)
Signed at CHARLESTOWN this 28th day)
of APRIL 2017 for National)
Australia Bank Limited ABN 12 004 044 957)
by GARRY NORMAN GREEN)
its duly appointed Attorney under Power of)
Attorney No. 39 Book 4512)

Signature of Witness/Bank Officer

PETER CURRAN

Print name of Witness/Bank Officer

Level 1, 6 Chapman Street
Charlestown, NSW 2290

Address of Witness/Bank Officer

Signature of Attorney (Level 2 Attorney)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16256

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 9

Plan: **DP1231351**

Plan of Subdivision of Lot 11 D.P.1218942 covered
 by Subdivision Certificate No. 2017/6 dated 5 APRIL 2017

Full name and address
 of the owner of the land:

Carol Joy Moxey
 40 Rees James Road
 Raymond Terrace NSW 2324

Full name and address
 of the mortgagees of the land:

National Australia Bank
 Suite 1, Level 1, 6 Chapman St
 Charlestown NSW 2290

McCloy Raymond Terrace Pty Limited
 Suite 1, Level 3, 426 King Street,
 Newcastle West NSW 2300

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, 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 to Drain Water 1.5 wide (AA)	109 112 113 115 114	116 Part lot 116 112, Part lot 116 Part lot 10 DP 1218942 115, Part lot 10 DP 1218942
2	Easement for Signage 1 wide (AB)	101	Every other lot except lot 100 & lot 116
3	Restriction on the use of land 0.7 wide (AC)	102, 104, 105, 106, 108, 109, 110	Port Stephens Council
4	Right of Access 20 wide (AD)	116	Port Stephens Council
5	Right of Access 6 wide and variable width (AE)	116	Hunter Water Corporation ABN 46 228 513 446
6	Easement for Waste Water Facilities (AF)	116	Hunter Water Corporation ABN 46 228 513 446
7	POSITIVE COVENANT	116	Port Stephens Council

UC
 JRS
 JG
 JG

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 2 of 9

Plan: **DP1231351**

Plan of Subdivision of Lot 11 D.P.1218942 covered
by Subdivision Certificate No. **2017/16** dated **5 APRIL 2017**

8	Easement for Pipeline 4 wide and variable (AH)	116	Hunter Water Corporation ABN 46 228 513 446
9	Restrictions on the use of land	Lots 101-115 Inclusive	Port Stephens Council
10	Restrictions on the use of land	Lots 101-115 Inclusive	Every other lot except lot 100 & lot 116

Part 2 (Terms)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 in the plan:

- (a) Full and free right for McCloy Raymond Terrace Pty Limited and its employees, assigns and agents to have an entrance feature erected within the easement and enter upon the land so designated to undertake repairs, maintenance and like services for the continued maintenance of the entrance feature.
- (b) Except for the entrance feature at the date of registration of this instrument, no fence, landscaping or structure of any kind may be erected within the area designated on the plan (AB) without the written permission of McCloy Raymond Terrace Pty Limited.

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

No structure shall be constructed or allowed to remain erected within the area described in the plan provided however this restriction shall:

- a) Not apply to retaining walls constructed with the consent of Port Stephens Council.
- b) This restriction does not apply to overhangs, such as eaves that are located a minimum of 2.8 metres above ground level.

VC
J
BL
RS
Egm

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 3 of 9

Plan: **DP1231351**

Plan of Subdivision of Lot 11 D.P.1218942 covered
by Subdivision Certificate No. 2017/6 dated 5 APRIL 2017

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

Full and free right title liberty and licence for the Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and alter or divert the position of a Waste Water Pumping Station, sewer mains or pipelines for the conveyance of sewage or water, cable or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan (hereinafter called the servient tenement) and to carry and convey sewage through the said sewage pumping station and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and to restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for waste water pumping station delineated in the abovementioned plan except with the prior consent in writing of the Hunter Water Corporation and except in compliance with any conditions which the Hunter Water Corporation may specify in such consent.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 7 in the plan:

The Proprietor for the time being of the lot containing the area marked in the plan shall maintain the ground level/understorey to a level of 6 tonnes/hectare or less.

In the event that the Port Stephens Council approves a residential subdivision on any part of the land burdened by this covenant and the subdivision is registered as a deposited plan in the offices of the Land and Property Information, NSW, then that land comprised of the residential lots thereby created, shall cease to be burdened by this covenant, without the need for any formal release or variation of this covenant. PROVIDED THAT should a Proprietor of a residential lot previously burdened make application to the Port Stephens Council for a release, Port Stephens Council shall execute a release in registerable form.

Handwritten signatures and initials: JG, BL, BS, EPM.

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 4 of 9

Plan: **DP1231351**

Plan of Subdivision of Lot 11 D.P.1218942 covered
by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

Terms of easement, profit a prendre, restriction, or positive covenant numbered 8 in the plan:

Easement for Pipeline Terms

Part A

Definitions and interpretation

- 1 (a) The following terms have the following meanings:

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

Authorised Users means Hunter Water's:

- (i) agents;
- (ii) employees;
- (iii) successors and assigns which are authorised to carry out the functions under the *Hunter Water Act 1991*; and
- (iv) All other Persons authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions under the *Hunter Water Act 1991*

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

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

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

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

Person includes a body corporate.

Pipeline(s) means a pipeline or pipelines for the conveyance of water, recycled water, effluent or sewerage whether above, on or below the ground and all associated apparatus and equipment and any ancillary works.

Handwritten signatures and initials: BL, JG, BS, and a large signature.

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 5 of 9

Plan: **DP1231351**

Plan of Subdivision of Lot 11 D.P.1218942 covered
by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

Part B

Easement for Pipeline

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

Part C

General provisions of easement

- 3 For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:
- (a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement.
 - (b) do anything reasonably necessary to obtain access to and pass along to the Easement Site.
 - (c) do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.
- 4 The Burdened Owner acknowledges that ownership of any Pipeline or other Ancillary Works located in the Easement Site remains with Hunter Water.
- 5 Hunter Water covenants with the Burdened Owner that:
- (a) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;
 - (b) it will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and
 - (c) subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.
- 6 Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:
- (a) do or allow anything which will interfere with, damage, or destroy the Pipeline or will interfere with the effective operation of the Pipeline or any Ancillary Work;
 - (b) obstruct Hunter Water in the exercise of its rights under this easement; or

62 Bpm
JA JS
A

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 6 of 9

Plan: **DP1231351**

Plan of Subdivision of Lot 11 D.P.1218942 covered
by Subdivision Certificate No. 2017/6 dated 5 APRIL 2017

- (c) place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 9 in the plan:

- (a) No fencing or roofing materials shall be lightly coloured and/or highly reflective.
- (b) All lots shall be managed in perpetuity as an inner protection area (IPA).
- (c) All lots adjoining existing neighbouring properties (Lot 2 DP 1107061) shall provide timber fencing on the boundaries of those lots.

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

- (a) No single level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex provided that the proportion of brick and/or brick veneer and/or granosited Harditex shall not be less than 70% of the total area of the external walls (excluding window and door areas). No double level building or buildings, shall be erected on any lot burdened other than with external walls of brick, and/or brick veneer and/or granosited Harditex which shall not be less than 50% of the total area of the external walls (excluding window and door areas).
- (b) No main buildings shall be erected or permitted to remain erected on any lot burdened, having a total internal floor area of less than 140 square metres exclusive of car accommodation, external landings and patios.
- (c) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.
- (d) No noxious, noisome or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any lot burdened.
- (e) No fence shall be erected on any lot burdened to divide it from any adjoining land owned by Carol Joy Moxey without the prior written consent of McCloy Raymond Terrace Pty Limited its successors or assigns other than purchasers on sale, but such consent shall not be withheld if such fence is erected without expense to Carol Joy Moxey and/or McCloy Raymond Terrace Pty Limited its successors or assigns and is doubled lapped and capped timber fence or Colorbond metal fence finished in Woodland Grey Colorbond colour. In favour of any person dealing with the transferees Carol Joy Moxey its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. This covenant in regard to fencing shall be binding on the registered proprietor of any lot burdened, his executors, administrators and assigns only during the ownership of the said adjoining land by Carol Joy Moxey, its successors or assigns other than purchasers on sale.

Handwritten signatures and initials: JG, JRS, and others.

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 7 of 9

Plan: **DP1231351**

Plan of Subdivision of Lot 11 D.P.1218942 covered
by Subdivision Certificate No. 207/16 dated 5 APRIL 2017

- (f) No fence shall be erected or be permitted to remain erected on any Lot burdened closer to any street than the house building line required by the Port Stephens Council, except for a corner lot where one fence can be erected on the boundary.
- (g) No building shall be erected or permitted to remain erected on any Lot burdened having a roof of other than tiles, slate, shingles or Colorbond non-flat metal material and of a natural earth tone.
- (h) No building shall be erected, or be permitted to remain erected, or occupied by any person, corporation Government or semi-government instrumentality for the purpose of public housing.
- (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) Not more than one residence shall be erected or be permitted to remain erected on any Lot except for the incorporation in the main building of a granny flat in accordance with the relevant local Council provisions.
- (k) All lots fronting Harold Road shall have a front entrance visible and clearly defined in built form with a veranda/patio that is minimum 1.5m deep and be a minimum width of 25% of the width of the house.
- (l) No advertising or hoarding sign including any "For Sale" sign shall be displayed or erected on any lot burdened for a period of one (1) year from the date of transfer by McCloy Raymond Terrace Pty Limited without the prior written consent of McCloy Raymond Terrace Pty Limited.
- (m) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi-trailer with a load capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.
- (n) No mobile home or temporary or permanent moveable improvements including a tent, shack, camper or caravan shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any lot burdened.

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 1, 3, 4, 7 and 9 in the plan.

Port Stephens Council

Handwritten signatures and initials, including "JG HS" and "BPM".

ePlan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 8 of 9

Plan: **DP1231351**

Plan of Subdivision of Lot 11 D.P.1218942 covered
by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 5, 6 and 8 in the plan.

Hunter Water Corporation

Name of person empowered to release, vary or modify restriction, easement or positive covenant numbered 2 and 10 in the plan.

McCloy Raymond Terrace Pty Limited, during the period ending 3 years from the date of registration of this plan, thereafter the proprietor of the lots in the plan having common boundaries with the proprietor of the lot seeking to release, vary or modify the restriction.

PORT STEPHENS COUNCIL by its)
authorised delegate pursuant to s.377)
Local Government Act 1993)

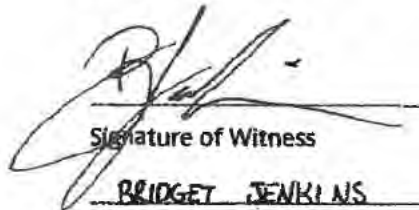
I certify that I am an eligible witness
and that the delegate signed
in my presence



Signature of delegate

BRYN COTTERILL

Name of delegate (BLOCK LETTERS)



Signature of Witness

BRIDGET JENKINS

Name of Witness (BLOCK LETTERS)

116 ADELAIDE STREET

RAYMOND TERRACE

Address of Witness (BLOCK LETTERS)

Executed by Carol Joy Moxey



ELIZABETH JEAN SIMMS (WITNESS)



7 ADELAIDE STREET,

RAYMOND TERRACE

N.S.W 2324.



ePlan

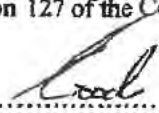
Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

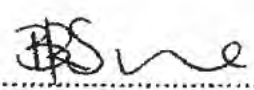
Sheet 9 of 9

Plan: **DP1231351**

Plan of Subdivision of Lot 11 D.P.1218942 covered by Subdivision Certificate No. 2017/16 dated 5 APRIL 2017

Executed by McCloy Raymond Terrace PTY LIMITED
ABN 99 169 323 415 in accordance with
Section 127 of the Corporations Act.


Director
Print Name: JAMES COONE


Director
Print Name: BRIAN SWAINE

Executed by Hunter Water Corporation

Signed Sealed and Delivered
for and on behalf of Hunter
Water Corporation by
Peter James Kambrey
its duly constituted Attorney
pursuant to Power of Attorney
registered
Book 4685 No. 750


Attorney Signature

Witness Signature

Mortgage under Mortgage No **AM 53139**)
Signed at ~~CHARLESTOWN~~ this **28th** day)
of **APRIL** 2017 for National)
Australia Bank Limited ABN **12 004 044 937**)
by **GARRY NORMAN GREEN**)
its duly appointed Attorney under Power of)
Attorney No. **39** Book **4512**)


Signature of Witness/Bank Officer

PETER CURRAN

Print name of Witness/Bank Officer

Level 1, 6 Chapman Street
Charlestown, NSW 2290

Address of Witness/Bank Officer


Signature of Attorney (Level **2** Attorney)

REGISTERED



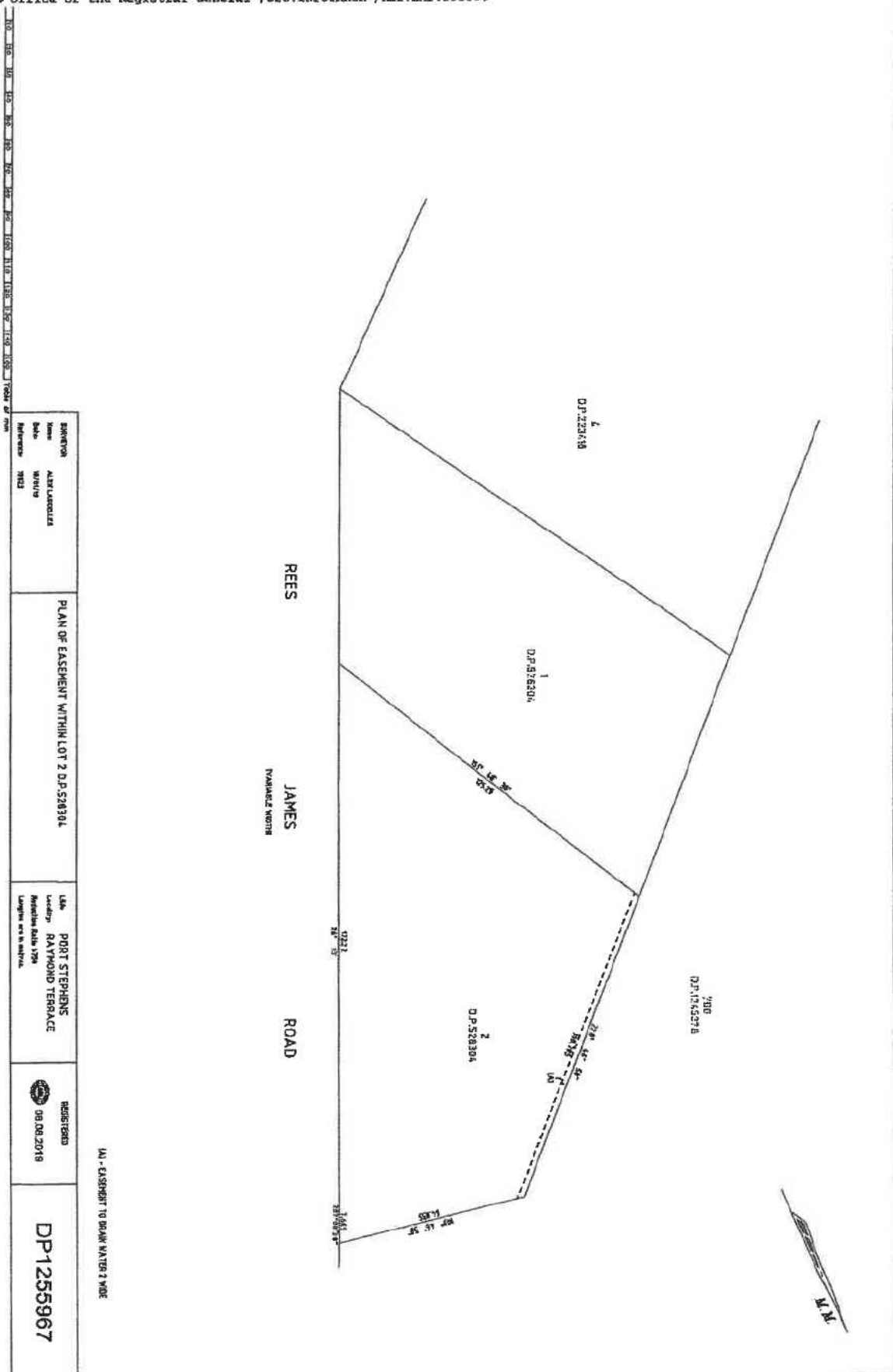
31.05.2017

Reg:R091119 /Doc:DP 1255967 P /Rev:08-Aug-2019 /NSW LRS /Pgs:ALL /Prt:14-Oct-2019 16:25 /Seq:1 of 3
 © Office of the Registrar-General /Src:INFOTRACK /Ref:BAF:193004

PLAN FORM 2 (A2)

WARNING: CREEPING OR FOLDING WILL LEAD TO REJECTION

SHEET 1 OF 1 SHEETS



REGISTRATION
 Name: ALYSSANDRA
 Date: 10/1/19
 Reference: 1913

PLAN OF EASEMENT WITHIN LOT 2 D.P. 528304

Location: PORT STEPHENS
 Address: RAYMOND TERRACE
 Section: 1799
 Land: 1000 sq m

REGISTERED
 08.08.2018

DP1255967

1:1 - EASEMENT TO BRACK WATER 2 WIDE

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)	
Registered:  08.08.2019		Office Use Only		Office Use Only	
Title System: TORRENS		DP1255967			
PLAN OF EASEMENT WITHIN LOT 2 D.P.528304		LGA: PORT STEPHENS Locality: RAYMOND TERRACE Parish: ELDON THORNTON County: GLOUCESTER			
Survey Certificate I, ALEX LASCELLES of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: (a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on of (b) The part of the land shown in the plan (being excluding) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or (c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: N/A Type: Urban Rural The terrain is Level Undulating / Steep Mountainous . Signature:  Dated: 18/1/19 Surveyor Identification No: 8697 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval 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. Signature: Date: File Number: Office:			
Plans used in the preparation of survey/compilation. D.P. 528304		Subdivision Certificate I, '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. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: * Strike through if inapplicable			
Surveyor's Reference: 19023		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 2 sheet(s)
Registered:  08.08.2019 PLAN OF EASEMENT WITHIN LOT 2 D.P.528304 Subdivision Certificate number : Date of Endorsement :		Office Use Only DP1255967 This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017 • 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.
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:- 1. EASEMENT TO DRAIN WATER 2.0 WIDE (A)		
PETER ALLAN FRANKLIN  Signature		KERRIE CLAIRE MARTIN  Signature
Witnessed By:  Signature URSULA ROBERTS Name of Witness (BLOCK LETTERS) 43/36 BOONER STREET, HAWKS NEST NSW 2324 Address of Witness (BLOCK LETTERS)		Witnessed By:  Signature URSULA ROBERTS Name of Witness (BLOCK LETTERS) 43/36 BOONER STREET, HAWKS NEST NSW 2324 Address of Witness (BLOCK LETTERS)
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 19023		

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 2

Plan:

Plan of Easement within Lot 2 D.P. 528304

DP1255967

Full name and address
of the owners of the land:

Peter Allan Franklin & Kerrie Claire Martin
52 Rees James Road
Raymond Terrace NSW 2324

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, 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 to Drain Water 2.0 wide (A)	2/528304	1/528304, 700/1245376

Part 2 (Terms)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 1 in the plan:

Terms of Easement to Drain Water are as per Schedule 4A (Part 7)

Name of person or authority whose consent is required to release, vary or modify restriction, easement or positive covenant numbered 1 in the plan.

Port Stephens Council

A handwritten signature, possibly 'M', is written next to a circular stamp that contains a grid-like pattern.

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

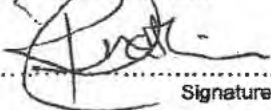
Sheet 2 of 2

Plan:

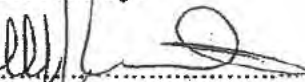
Plan of Easement within Lot 2 D.P. 528304

DP1255967

Peter Allan Franklin


Signature

Witnessed by:


Signature of Witness
URSULA ROBERTS
Name of Witness (BLOCK LETTERS)

43/36 BOONER ST,
HAWKS NEST
NSW 2324
Address of Witness (BLOCK LETTERS)

Kerrie Claire Martin


Signature

Witnessed by:


Signature of Witness
URSULA ROBERTS
Name of Witness (BLOCK LETTERS)

43/36 BOONER ST,
HAWKS NEST
NSW 2324
Address of Witness (BLOCK LETTERS)

REGISTERED



08.08.2019



**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979**

APPLICANT DETAILS:

**INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001**

Reference: 208593

Issue Date: 04/08/2026

PROPERTY DESCRIPTION:

**2 Buttercup Lane RAYMOND TERRACE NSW 2324 Parcel No: 49314
LOT: 421 DP: 1264399**

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council by telephoning (02) 4988 0255 or email plancert@portstephens.nsw.gov.au.

Title Information

Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

Inspection of the land

The Council has made no inspection of the land for the purposes of this Planning Certificate.

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Matters contained in this certificate apply only to the land on the date of issue.

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 development on the land.

State Environmental Planning Policies

The relevant chapters of each State Environmental Planning Policy that apply to the land are listed below:

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

State Environmental Planning Policy (Housing) 2021
All chapters

State Environmental Planning Policy (Sustainable Building) 2022
All chapters

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
All chapters

State Environmental Planning Policy (Planning Systems) 2021
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts - Regional) 2021
Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021
Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resources and Energy) 2021
Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare facilities

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 2 Vegetation in non-rural areas

Chapter 4 Koala habitat protection 2021

Local Environmental Plan

Development Control Plans

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

Port Stephens Development Control Plan 2025.

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land (unless it has been more than 3 years since the end of the public exhibition period or if the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policies

No draft State Environmental Planning Policies affect the site the subject of this Certificate.

Draft Local Environmental Plan

No draft Local Environmental Plans currently exist which affect the site the subject of this certificate.

Draft Development Control Plan

No draft development control plan applies to the carrying out of development on the land.

2. Zoning and land use under relevant planning instruments

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policy).

a) The identity of the zone –

R2 Low Density Residential

The land is zoned R2 Low Density Residential under the provisions of Part 2 in the Port Stephens Local Environmental Plan 2013.

b) The purposes for which development in the zone –

ITEM 2 - May be carried out without development consent

Home occupations

ITEM 3 - May be carried out with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Multi-dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems

ITEM 4 - Is prohibited

Any development not specified in item 2 or 3

c) Additional permitted uses

No environmental planning instrument applies additional permitted use provisions to this land.

d) Development standards for the erection of a dwelling house

No development standard that fixes a minimum land dimension for the erection of a dwelling-house applies to the land.

e) Whether the land is an area of outstanding biodiversity value

No, the land is not identified in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

f) Whether the land is in a conservation area

The land is not located within a heritage conservation area under the Port Stephens Local Environmental Plan 2013.

g) Whether an item of environmental heritage is located on the land

The land is not identified as containing an item of environmental heritage significance under the provisions in Port Stephens Local Environmental Plan 2013.

3. Contributions Plans

(1) The name of each contributions plan applying to the land

Port Stephens Local Infrastructure Contributions Plan 2020

(2) The land is not in a special contributions area under the Act, Division 7.1.

Note. These documents specify development contributions required towards the cost of providing additional community services or facilities if a property is developed. They are available on request from Council or can be viewed www.portstephens.nsw.gov.au.

4. Complying Development

(1) Whether or not the land to which the certificate relates is land on which complying development may be carried out under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Code

Complying development under the General Housing Code MAY be carried out on the land.

Inland Code

Complying development under the Inland Code MAY be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code MAY be carried out on the land.

Pattern Book Development Code

Complying development under the Pattern Book Development Code MAY be carried out on the land.

Low Rise Housing Diversity Code

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

Greenfield Housing Code

Complying development under the Greenfield Housing Code MAY be carried out on the land.

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

Complying development under the Commercial and Industrial alterations Code MAY be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code MAY be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities code MAY be carried out on the land.

Subdivisions Code

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

Demolition Code

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

Fire Safety Code

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

(2) If complying development may not be carried on the land under the above codes, it is because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3), or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Council is not in a position to ascertain the reason why complying development may not be carried out under the Policy. Contact Council's duty officer on (02) 4988 0255 for any enquiries relating to the reason why complying development may not be carried out on the land.

(3) If the land is a lot to which the Housing Code, Rural Housing Code, Low Rise Medium Density Housing Code, Greenfield Housing Code, Housing Alterations Code, General Development Code, or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clauses 1.17A(1)(c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that Policy.

(4) There are no variations to the exempt development codes under clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in relation to the land.

5. Exempt development

(1) Whether the land is on land which exempt development may be carried out under each of the exempt development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Division 1 General Code

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

Division 2 Advertising and Signage Code

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

Division 3 Temporary Uses and Structures Code

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

Note: Clause 1.16(1)(c) specifies that exempt development must 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. Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: If the land is a lot to which the General Code, Advertising and Signage Code, and Temporary Uses Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*) applies, exempt development may be carried out on any part of the lot that is not affected by the provisions of clause 1.16(1)(b1)–(d) or 1.16A of that Policy.

6. Affected building notices and building product rectification orders

(1) Whether or not the council is aware that –

a) There is any affected building notice in force in relation to the land

There is no affected building notice in force in respect of the land.

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

No

- c) Any notice of intention to make a building product rectification order has been given in respect of the land and is outstanding.

No

Note: In this section, *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4. *Building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979 (the Act)*.

The Port Stephens Local Environmental Plan 2013 DOES NOT provide for the acquisition of this land, or part thereof, by a public authority as referred to in Section 3.15 of the Act.

8. Road widening and road realignment

Council's records indicate that the land the subject of this Certificate is not affected by any road widening or road realignment under:- (a) Section 25 of the Roads Act 1993; or (b) any environmental planning instrument; or (c) any resolution of the council.

9. Flood related development controls information

No part of the land is within the flood planning area, or between the flood planning area and the probable maximum flood, and therefore IS NOT subject to flood related development controls.

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

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

Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, tidal inundation, subsidence, contamination, salinity or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulfate soils, coastal hazards and aircraft noise.

The information below identifies any adopted policies that apply to the land:

Clause 7.1 Acid Sulfate Soils of the Port Stephens Local Environmental Plan 2013 applies to the land. Acid sulfate soil mapping can be viewed on the NSW Department of Planning, Housing and Infrastructure Spatial Viewer.

Council's records indicate that the land subject of this certificate is wholly or partly affected by RAAF Base Williamtown and Salt Ash Air Weapons Range 2025 Australian Noise Exposure Forecast (10 August 2011)(the 2025 ANEF Map).

Certain development may be constrained in accordance with the relevant provisions of Australian Standard 2021-2015 Acoustics-Aircraft noise intrusion-Building siting and construction, the Port Stephens Local Environmental Plan 2013 and the Port Stephens Development Control Plan 2014.

Copies of the 2025 ANEF Map can be viewed on the website of the Commonwealth Department of Defence.

Further information can be obtained from the Port Stephens Council Strategy and Environment Section and you are advised to make further enquiries.

NOTE: The absence of a council policy restricting the development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

11. Bush fire prone land

Whether or not some, all, or none of the land is bush fire prone land.

No, the land is not shown as bush fire prone in Council's records.

12. Loose-fill asbestos insulation

Whether or not the land includes any residential premises (as defined in Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on a register of residential premises that contain or have contained loose-fill asbestos insulation.

No, the land does not include any residential dwelling identified on the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. For further information, please contact Department of Fair Trading by telephoning 13 77 88 or go to their website at www.fairtrading.nsw.gov.au.

13. Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No, the land is not within a proclaimed or declared mine subsidence district.

14. Paper subdivision information

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

Not applicable.

15. Property vegetation plans

If the land is land in relation to which a property vegetation plan under Part 4 of the *Native Vegetation Act 2003*, 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.

No, Council has not been notified of any property vegetation plans under the *Native Vegetation Act 2003* that affect the land to which this certificate applies.

16. Biodiversity stewardship sites

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

No, Council has not been notified that the land is a biodiversity stewardship site.

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

17. Biodiversity certified land

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

No, Council has not been notified that the land is biodiversity certified land.

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.

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).

The land is NOT affected by an order under the *Trees (Dispute Between Neighbours) Act 2006* (of which Council is aware).

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

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.

No, the land is not subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services relating to existing coastal protection works to which the owner (or any previous owner) of the land has consented.

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

20. Western Sydney Aerotropolis

Not applicable to the Port Stephens 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).

Council is unable to provide site-specific information on any conditions of a development consent granted after 11 October 2007 in relation to Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*, that may apply to the land.

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

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

Council is not aware of a current site compatibility certificate issued under *State Environmental Planning Policy (Housing) 2021*.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1).

The land is not affected by any terms of a kind (of which Council is aware) referred to in Chapter 2, Part 2, Division 1 or clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

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*.

No, Council is not aware that water or sewerage services are, or are to be, provided under the *Water Industry Competition Act 2006*.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

No, Council is not aware that any of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

25. Interim development in future infrastructure corridors

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

No, Council is not aware that any of the land is in the interim development in future infrastructure corridors within the meaning of the *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7a.

Additional matters

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

- (a) Whether or not the land to which the certificate relates is significantly contaminated land within the meaning of that Act.
- (b) Whether or not the land to which the certificate relates is subject to a management order within the meaning of that Act.

- (c) Whether or not the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act.
- (d) Whether or not the land to which this certificate relates is subject to an ongoing maintenance order within the meaning of that Act.
- (e) Whether or not the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such statement has been provided at any time to the local authority issuing the certificate.

There are no prescribed matters under section 59(2) of the Contaminated Land Management Act 1997 to be disclosed.

Issued by Port Stephens Council Development Services Group,
on behalf of **Tim Crosdale, General Manager.**

HUNTER WATER CORPORATION

A.B.N 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

2 BUTTERCUP

RAYMOND TERRACE NSW

APPLICATION NO.: 2906890

APPLICANT REF: M 208593

RATEABLE PREMISE NO.: 7652918127

PROPERTY ADDRESS: 2 BUTTERCUP LANE RAYMOND TERRACE 2324

LOT/SECTION/DP:SP: 421//DP1264399



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

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

IMPORTANT:

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

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

Date: 4/08/2026

Scale at A4: 1:500

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

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



WHOLE OCCUPATION CERTIFICATE OC 2020-167

Issued under Part 6 of the Environmental Planning and Assessment Act 1979 Sections 6.3, 6.5, 6.9 and 6.10

APPLICANT DETAILS

Applicant:

Address:

Phone:

OWNER DETAILS

Name of the person having benefit of the development
consent:

Address:

Phone:

RELEVANT CONSENTS

Consent Authority / Local Government Area:

Port Stephens Council

Development Consent Number:

16-2020-603-1

Date Issued:

20/10/2020

Construction Certificate Number:

2020-167

PROPOSAL

Address of Development:

2 Buttercup Lane, Raymond Terrace NSW
2324
(Formerly 4 Bailey Avenue, Raymond Terrace
NSW 2324)

Building Classification:

1a, 10a

Scope of Building Works Covered by this Notice:

Single Story Dwelling

Attachments:

Schedule 1

Fire Safety Schedule:

N/A

Exclusions:

N/A

PRINCIPAL CERTIFYING AUTHORITY

Certifying Authority:

Tim Hodges

Accreditation Body:

BDC2274

DETERMINATION

Approval Date:

06/02/2023

I, Tim Hodges, as the certifying authority, certify that:

- I have been appointed as the Principal Certifying Authority under s109E;
- A current Development Consent or Complying Development Certificate is in force with respect to the building;
- A Construction Certificate has been issued with respect to the plans and specifications for the building;
- The building is suitable for occupation or use in accordance with its Classification under the Building Code of Australia;
- Where required, a final Fire Safety Certificate has been issued for the building;
- Where required, a report from the Commissioner of Fire Brigades has been considered.

Tim Hodges

N.B. Right of Appeal: Under s109K, where the Certifying Authority is Council, an applicant may appeal to the Land & Environment Court against the refusal to issue an Occupation Certificate within 12 months from the date of the decision.

Policy No: HBCF20059895

Policy Date: 11/11/2020

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	New Single Dwelling Construction
Description of construction as advised by builder^	Construction of single story dwelling
At	
	4 Bailey Avenue
	Raymond Terrace New South Wales 2324
Site plan number^	NA
Site plan type^	NA
Homeowner	
Carried out by	Hunter Homes Pty Ltd
Licence number	216162C
Builder job number^	
Contract amount^	\$291,988.00
Contract date^	21/09/2020
Premium paid	\$2,829.71
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty)	\$3,392.82
Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF20059895

Issued on: 11/11/2020

Nathan Agius, General Manager, General Lines Underwriting

Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving it* –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving it* with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
 - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to terminate.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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



Standard Form Agreement

Standard form residential tenancy agreement

Schedule 1

Important information

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

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

This agreement is made on

19 March 2026 at Raymond Terrace NSW, Australia

Landlord

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

Tenants

Landlord's Agent Details

Leah Jay

PO Box 234, Belmont NSW 2280

p: +61 249 653 153, e: clientexperience@leahjay.com.au

Tenant's Agent Details

Not Applicable

Term of Agreement

The term of this agreement is -

- ☐ 6 months
- ☒ 12 months
- ☐ 2 years
- ☐ 3 years
- ☐ 5 years
- ☐ Other (please specify)
- ☐ Periodic (No End Date)

Starting on **the 10th of July 2026** and ending on **the 9th of July 2027**

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

2 Buttercup Lane, RAYMOND TERRACE NSW 2324

The residential premises include:

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

Double garage

Rent

The rent is **\$740.00**

Rent must be paid per:

- ☒ week
☐ fortnight
☐ other

Day rent must be paid is **Friday**

Date first rent payment is due on **the 10th of July 2026**

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

Rent must be paid by:

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

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

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

Details of payment method:

a. BPAY

Biller code	4481
Customer reference number	0052395332

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

Rental Bond

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

Already Held

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

IMPORTANT INFORMATION

Maximum number of occupants

No more than 3 person(s)

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

Urgent repairs

Nominated tradespeople for urgent repairs:

Refer to website - www.leahjay.com.au

, Leah Jay

p: 02 4965 3153

Utilities

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☐ Yes ☒ No

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

Water usage

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

☒ Yes ☐ No

Smoke alarms

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

☒ Hardwired smoke alarm

☐ Battery operated smoke alarm

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

☐ Yes ☒ No

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

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

☒ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:^{9v}

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

☐ Yes ☒ No

Strata by-laws

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

☐ Yes ☒ No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional]

[Cross out if not applicable]

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

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

Landlord

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

☒ Yes ☐ No

If yes, see clauses 50.

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

Email: clientexperience@leahjay.com.au

Tenant

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

☒ Yes ☐ No

If yes, see clause 50.

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

Email: hannah.moore97@outlook.com, peter.j.griffis@gmail.com, kelsie.moore96@outlook.com

Condition report

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

Tenancy laws

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

The Agreement

Right to occupy the premises

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

Copy of agreement

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

Rent

3 The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
- 3.4 that the rent payment method may only be changed by agreement between the landlord and the tenant.

4 The landlord agrees:

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

- 4.8 if rent is paid by cheque – to make a rent receipt available for collection by the tenant, to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind, and
- 4.9 if rent is not paid by cheque and is paid in person – to give a rent receipt to the tenant, and
- 4.10 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant, unless the landlord has previously provided a statement for the same period.

Note: the requirements relating to Centrepay do not apply to a residential tenancy agreement until a date notified in the Gazette by the Minister for Better Regulation and Fair Trading.

Rent increases

- 5 The landlord and the tenant agree** that the rent cannot be increased unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.
- 6 The landlord and the tenant agree** that the rent may not be increased more than once in any 12-month period.

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

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

7 The landlord and the tenant agree:

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

Rent reductions

- 8 The landlord and the tenant agree** that the rent abates if the residential premises:
- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.

9 The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

10 The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11 The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

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

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

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

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

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

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

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

Possession of the premises

14 The landlord agrees:

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

Tenant's right to quiet enjoyment

15 The landlord agrees:

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

Use of the premises by tenant

16 The tenant agrees:

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

17 The tenant agrees:

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

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

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

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

Landlord's general obligations for residential premises

19. The landlord agrees:



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

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

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

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

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

- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

Urgent repairs

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

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

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

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

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

Sale of the premises

21 The landlord agrees:

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

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

23 The landlord and the tenant agree:

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

Landlord's access to the premises

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

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

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

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

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

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

Publishing photographs or visual recordings

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

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

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

Fixtures, Alterations, additions or renovations to the premises

30 The tenant agrees:

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

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

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

Locks and security devices

32 The landlord agrees:

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

33 The tenant agrees:

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

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

Transfer of tenancy or sub-letting by tenant

35 The landlord and the tenant agree that:

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

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

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

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

Change in details of landlord or landlord's agent

37 The landlord agrees:

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

Copy of certain by-laws to be provided

[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.

Landlord's consent for pets

53 The landlord and the tenant agree:

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

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

- 53.2 an application for consent to keep an animal at the premises must be made jointly by all co-tenants using the Fair Trading approved form and the landlord must respond in writing to the application using that form, and
- 53.3 the landlord may give consent to keep an animal at the premises subject to reasonable conditions, which are taken to be terms of this agreement.

54 The landlord agrees:

- 54.1 to respond to an application from the tenant for consent to keep an animal at the residential premises within 21 days, specifying either that consent is given and any reasonable conditions of the consent or that consent is refused and the grounds for refusing, and
- 54.2 if the landlord does not give a response under clause 54.1 to an application for consent to keep an animal, the landlord consents to the tenant keeping the animal at the premises without conditions, and
- 54.3 to not refuse to consent to an animal being kept at the premises except on a ground set out in the *Residential Tenancies Act 2010*, section 73F, and
- 54.4 to not impose an unreasonable condition on a consent to keep an animal at the premises, and

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

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

Termination

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

Additional Terms

[Additional terms may be included in this agreement if:

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

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

Additional Terms - Pets

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

- 56 **The landlord agrees** the tenant may keep the following animal at the residential premises
Dogs x 1
- 57 [If the animal will be kept inside at the premises, and this clause is reasonable for the type of animal and the premises]

The tenant agrees to have the carpet professionally cleaned, or to pay the cost of having the carpet professionally cleaned, at the end of the tenancy if cleaning is required because the animal has been kept inside at the premises during the tenancy

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

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

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

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

66.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Rent increases during the fixed term

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

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

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

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

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

Additional term - No set off

62 Without the written approval of the landlord, the tenant must not set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

Additional term - Smoking

63 The tenant must not smoke or allow others to smoke in the premises.

64 If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

65 If the tenant smokes or allows others to smoke inside the premises in breach of clause 63, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

Additional term - Tenancy Databases

66 The landlord may list the tenant's personal information in a residential tenancy database if:

- 66.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
- 66.2 the tenant breached this agreement;
- 66.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and

Additional term - Condition Report

67 If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, the parties agree that:

67.1 it forms part of this agreement; and

67.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

68 If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:

68.1 form part of this agreement; and

68.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

69 the parties agree that the condition report dated 12 July 2024 and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

70 The tenant must

- 70.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
- 70.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;
- 70.3 ensure that the premises are free of any pests and vermin; and
- 70.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

Additional term - Telecommunication Facilities

71 The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

Additional term - Repairs

- 72** The tenant may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.
- 73** If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

Additional term - Procedure on Termination

- 74** Upon termination of this agreement, the tenant must vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.
- 75** If the tenant fails to comply with clause 74, the tenant must continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:
- 75.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or
 - 75.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.
- 76** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 75.2.
- 77** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:
- 77.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and
 - 77.2 the costs incurred by the landlord in replacing/changing the locks under clause 75.2.

Additional term - Dishonoured Payments

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

Additional term - Gardens

- 79** The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. The tenant agrees to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.

Additional term - care of swimming pool

- 80** ~~If there is a swimming pool located on the premises, the tenant must:~~

- 80.1 ~~keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~
- 80.2 ~~regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~
- 80.3 ~~regularly clean the pool filters and empty out the leaf baskets;~~
- 80.4 ~~maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~
- 80.5 ~~maintain the water level above the filter inlet at all times;~~
- 80.6 ~~promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~
- 80.7 ~~ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~
- 80.8 ~~not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~
- 80.9 ~~take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

Additional term - electronic signatures

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

Additional term - Asbestos

- 83** The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

Additional term - Consent to publish photographs of residential premises

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

Additional term - Garage

- 86** The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.

Additional term - Storage

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

Additional term - Privacy

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

Material Facts

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

Answer : No

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

Answer : No

The residential premises are listed on the LFAI Register

Answer : No

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

Answer : No

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

Answer : No

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

Answer : No

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

Answer : No

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

Answer : No

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

Answer : No

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

Answer : No

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

Answer : No

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

Answer : No

Other Disclosures

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

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

Answer : No

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

Answer : No

Special Conditions and Terms

Addendum

1. The Tenant acknowledges and agrees that the Landlords insurance on the rented premises covers only the building plus any permanent fixtures and fittings; it does not cover tenant's possessions. With the ever-increasing incidence of burglary and theft, it is strongly recommended that you take out contents insurance cover.
2. The Tenant acknowledges and agrees not to attach or place any adhesive, hooks, nails or other fixtures to any of the surfaces in the premises without the prior written consent of the Landlord.
3. The Tenant acknowledges and agrees that there is no smoking permitted inside the property.
4. The Tenant agrees to ventilate the premises regularly, in particular the bathroom to prevent mildew. If mildew appears that is not due to a lifestyle issue then the tenant is responsible to notify the agent immediately.
5. The Tenant agrees to keep the drains clean and free of leaves & debris and further agrees not to dispose of any foreign substances or fats or oils down the sinks, drains and toilets.
6. The Tenant acknowledges and agrees that all non-urgent repairs are to be submitted to the Agent in writing and are to be carried out between the hours of 8.30am - 5.00pm, Monday to Friday.
7. The Tenant acknowledges and agrees not to place pot plants on carpeted areas within the property.
8. The Tenant acknowledges and agrees that in the event of a rent payment being dishonoured by the bank for any reason; all relevant bank fees will be paid by the Tenant.
9. The Tenant agrees to supply their home and work telephone number to the Landlords Agent and further agrees to notify the Landlords Agent of any changes to these numbers within 14 days of any such changes.
10. All keys must be returned to our office on the date of termination otherwise rent will be payable as retaining the keys constitutes residence of the premises.
11. Smoke Alarm Clause

The Tenant should notify the Agent when a smoke alarm is not working. The Tenant will not remove, dispose of or otherwise tamper with or cease its effectiveness, the smoke alarms installed at the premises. The Tenant will ensure that the property is not altered therefore ensuring that the mean of escape from the premises in the event of a fire can be safely and effectively used at all times.

12. The tenant is aware that any car space listed in the lease, is reserved for the parking of vehicles. This is not an area designed for storage, nor can we guarantee that it is watertight.

13. Please be advised that short term subletting of the property without permission from the landlord is a breach of your agreement. This includes but is not limited to letting per night on sites such as Airbnb and Stayz.

14. Leah Jay may receive a commission or financial incentive from referred services such as Insurance, utility connection or smoke alarm servicing, in each case for arranging provision of the requested service.

The value of commissions or fees may vary from time to time and may differ depending on which company is selected.

Tenant maintain lawns & gardens

The tenant/s are responsible for the maintenance of the lawns, edges and gardens on a regular basis for the duration of the tenancy.

Polished boards

Please ensure protection pads are used under all furniture and stiletto/heeled shoes are removed to stop scratching and avoid damage to polished boards.

No Smoking

I/We accept and fully understand that the subject premises are "non-smoking premises", the tenants and their guests agree that they will not smoke inside the tenancy areas.

Two dogs allowed inside

The owner has approved two (2) dogs may stay with the tenant at the abovementioned property on the basis that: Any and all damage to the garden or property is made good at the tenant's time and expense (including gnawing, scratching painted surfaces.) Any and all damage not made good during a time period stipulated by the agents will be attended to professionally and the costs recouped from the tenants bond. As a precaution, the tenant agrees to have the property fumigated for pests (inside and out) on a six (6) monthly basis and at the end of the tenancy and to also provide the agent with copy of receipts. This agreement applies only to the present dogs and not to any other pets that any of the tenants may subsequently acquire. The Agent will check these items at the routine inspections and this agreement will be reviewed if there are any problems evident at this time. No structural arrangements affecting the integrity of the house, to keep the dogs in the backyard are to be carried out without prior agreement of the agent/owner. The dogs are allowed inside.

Notes

1. Definitions

In this agreement:

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

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

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

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

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4).

3. Ending this agreement

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

4. Notice for ending fixed term agreement

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

5. Notice for ending periodic agreement

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

6. Warning

It is an offence for a person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation be paid for such an offence. It is an offence for the landlord, or landlord's agent, to give a termination notice on a ground that is not genuine, to provide false or misleading supporting documents or information with a termination notice or, if an exclusion period applies, to enter into a new residential tenancy agreement for the residential premises during the exclusion period.

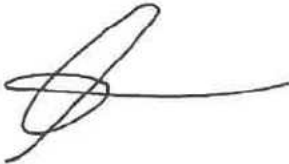
THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

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

SIGNED BY THE LANDLORD

Landlord's agent

Tegan Howes - Leah Jay
the 20th of March 2026



LANDLORD INFORMATION STATEMENT

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

Landlord's agent

Tegan Howes - Leah Jay
the 20th of March 2026



SIGNED BY THE TENANT

TENANT INFORMATION STATEMENT

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

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

(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or

(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or

(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au.

Confirmations

Tenant

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

