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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Valley Estate Agents** **First Floor/444a High Street, Maitland, NSW 2320**	**Phone: 0439 623 933** **E: alana@valleyestateagents.com.au**
co-agent		
vendor		
vendor's solicitor		
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**8 Darlaston Avenue, Thornton NSW 2322** **Registered Plan: Lot 106 Plan DP 1230785** **Folio Identifier: 106/1230785**	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

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

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

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

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

Land tax is adjustable ☐ NO ☒ yes

GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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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 that is 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 the off the plan contract

Other

- ☐ 61

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

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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.

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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.

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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	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

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

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **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.**

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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 –

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

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

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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*.

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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*.

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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

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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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.

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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).

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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.

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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.

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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.

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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 earnt 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.

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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.

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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.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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SPECIAL CONDITIONS ANNEXED TO CONTRACT FOR THE SALE OF LAND

30 Amendments to standard clauses of the contract

The standard clauses of this contract are herein deemed to be amended as follows:

Clause 7.1.1 – the words “exceeds 5% of the price” is replaced by “exceeds 0.5% of the price”.

31 Inspections by Purchaser

The property and any furnishings or chattels referred to in this agreement are sold in their present conditions and state of repair subject to all defects (latent or patent) infestation and dilapidation and all damage wear and tear pending completion. The purchaser cannot make a claim, objection or requisition or rescind or terminate in respect of a defect in or any lack or repair of the improvements (or any part of the improvements), furnishings or chattels.

32 Representations, warranties and acknowledgements

The Purchaser enters into this agreement entirely as a result of the Purchaser’s own enquiries and the Purchaser warrants that the Vendor has not nor has anyone on the Vendor’s behalf made any representation other than as set out in this agreement which has in any manner influenced the Purchaser to enter into this agreement. The Purchaser does not rely on any representation letter document correspondence or arrangement whether oral or in writing as adding to or amending the terms conditions warranties and arrangements set out in this written agreement.

33 Purchaser warranty on Agent

The Purchaser warrants that the Purchaser was not introduced to the Vendor of the Property by any real estate agent except the agent (if any) named in this agreement and the Purchaser indemnifies the Vendor against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim.

It is agreed that these indemnities shall be continuing indemnities not merging on completion.

34 Provision on death, mental illness, liquation

Without in any manner negating limiting or restricting any rights or remedies which would have been available to the Vendor at Law or in Equity had this clause not been included herein, should either party prior to completion:

a. die or become mentally ill; or

b. being a company resolve to go into liquidation or have petition for the winding up or enter into any scheme of arrangement with its creditors pursuant to the provisions of Corporations Law or should any Receiver liquidator (provisional or otherwise) or Receiver Manager be appointed;

then the other party may rescind the within agreement by notice in writing and thereupon the within agreement shall be at as end and the provisions of Clause 19 shall apply.

35 Purchaser's obligations

In the event that the Purchaser changes solicitors without notifying the Vendor in writing of such change then the solicitor lastly acting for the Purchaser shall be deemed to remain and be the solicitor for the Purchaser for the purposes of this agreement until notice in writing signed by the Purchaser of such change is received by the Vendor.

36 Late completion

The Purchaser shall pay interest to the Vendor on the balances of purchase price as from the date herein stipulated for completion at the rate of 12% per annum until completion and other expenses incurred by the Vendor as a consequence of the delay, unless at the date stipulated for completion the Vendor is unable or unwilling to complete in which even interest shall not commence to run until the Vendor is ready willing and able to complete.

37 FIRB approval

The Purchaser warrants it does not require the consent of the Foreign Review Board to the purchase of the property and in the event, notwithstanding this warranty, that any fine or penalty is incurred by the Vendor for any non compliance to the Act relating to the foreign acquisition of certain land interests and to foreign control of certain business enterprises and mineral rights then the Purchase shall indemnify and keep indemnified the Vendor against such fine or penalty.

38 Investment of deposit

Further to clause 3 of the Contract the Vendor and the Purchaser acknowledge that each is aware of the provisions of the taxation laws relating to tax file numbers and in particular that if a tax file number or claim for exemption is note quoted to an investment body, it will deduct tax from the unattributed income. Unattributed income is income from an investment for which the investor has not quoted a tax file number or informed the investment body that the investor is exempt from quoting the investor's tax file number

39 Completion

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

40 Release of deposit

The Purchaser agrees to release the whole or that part of the deposit as the Vendor requires at such time as the Vendor may require to be used by the Vendor for the payment of the whole or part of the deposit payable by the Vendor on another property and stamp duty on the contract in respect of the purchase of such other property, or any other amount which the Vendor may require for any reason whatsoever prior completion of this Contract. If such release is required at the time of making this contract, then the deposit shall be paid in the manner direct by the Solicitor for the

Vendor otherwise the deposit or part thereof shall be released by the deposit holder as directed in writing by Vendor's solicitors. The Purchaser shall not be entitled to make any claim for loss of interest which would otherwise be payable pursuant to clause 3 thereof.

41 Survey Report/Building Certificate

The property is sold subject to all matters disclosed in or ascertainable from the survey report or building certificate, if any, which annexed hereto. Subject to the Conveyancing (Sale of Land) Regulation 1995, the Purchaser shall not entitled to raise any objection, requisition or claim for compensation in respect of any matters disclosed in or ascertainable there from nor shall the Purchase on that account be entitled to rescind the Contract.

42 Rescission pursuant to Section 66U of the Conveyancing ACT 1919

If the purchaser serves a notice of rescission as provided for in Section 66U of the Conveyancing Act 1919 the deposit holder is authorised and directed to disburse and pay the deposit as follows:

a. To the vendor – the amount forfeited under Section 66V of that Act (0.25% of the purchase price), and

b. To the purchaser – the balance of the deposit

43 Exchange on less than ten percent (10%) Deposit

The Purchaser acknowledges that the Deposit payable hereunder is ten percent (10%) of the Purchase Price.

The Purchaser acknowledges that they have entered into this Agreement upon the part payment of the Deposit by way of a sum of less than ten percent (10%) of the Purchase Price stipulated herein.

The balance of the Deposit payable hereunder shall be paid by the Purchaser on completion of this Contract or upon termination of this Contract by the Vendor. If the Vendor terminates this Contract the Vendor shall in addition to any rights and remedies conferred on it by law and or equity have the right to sue the Purchaser for the unpaid balance of the Deposit.

This clause 43 shall not merge on termination of this Contract.

44 Particulars of Title

Notwithstanding any provision herein to the contrary the purchasers shall not be entitled to request particulars of the vendor's title. The purchaser agrees that sufficient particulars of the vendor's title are disclosed in the contract.

The purchase shall not be entitled to make any requisition objection or claim for compensation in respect of any of the following:

a. Any encroachments by upon the subject property;

b. The position of any building fences structures improvements drains pipes or electrical cables (if any);

c. Any other matter which may be referred to or disclosed in a survey report whether such survey report is annexed hereto or not.

45 Swimming Pool

If the property contains a swimming pool, then

a. The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act;

b. The Purchaser agrees that after completion the purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and the erection of a warning notice and this special condition shall not merge upon completion of this Contract.

c. The Purchaser may not make any claim or raise any requisition whatsoever in the relation to the swimming pool or any non-compliance with the Swimming Pools Act 1992 or other relevant legislation.

46 Purchaser's Acknowledgement

The Purchasers acknowledge that they are purchasing the property and shall take title thereto subject to existing Water, Sewerage, Drainage, Gas and Electricity, Telephone or other installations or services (hereinafter in the condition referred to as "any service") and shall not make any requisition, objection or claim for compensation in respect of:

a. The nature, location, availability or non-availability of any service, or

b. If any such service is a joint service with any other property or properties, or

c. If any service for any other property or properties of the main, pipes, wires of connections therefore pass through or over the property and vice versa, or

d. Whether or not the property is subject to or has the benefit of any rights, easements or agreements in respect of any service or the main, pipes or connections there

47 Notice to complete

It is expressly agreed between the parties hereto that in circumstances justifying the issue of Notice to Complete either party may issue a Notice to Complete requiring completion within fourteen (14) days from the date of service of the said Notice and this period of fourteen (14) days in relation thereto shall be regarded as a reasonable and essential time for completion under this Contract notwithstanding any rule of law or equity to the contrary. A party issuing such a notice shall be at liberty to extend the compliance with the said Notice without prejudice to his continuing right to rely on same or to give any such further Notice.

If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest pursuant to clause 36 hereof the purchaser shall also pay the vendor the sum of Two Hundred Dollars ($200.00) to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.

48 Power Deposit Bond

(a) In this contract, the word "Bond" means the deposit Power Bond issued to the Vendor at the request of the Purchaser by _____(the Guarantor") and in , and to the effect of, the form annexed hereto and marked " "

(b) The delivery of the Bond no later than the time of the deposit is required to be paid under this contract to the person ("Depositholder") nominated in this contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the Deposit in accordance with this contract.

(c) On completion of this contract, the purchaser shall pay to the vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Bond, either by way of cash or unendorsed bank cheque.

(d) If the Vendor serves on the purchaser a notice of termination, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the Depositholder.

(e) The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, satisfy the purchaser's obligation to pay the deposit under the previous paragraph

49 Smoke Alarms Warning

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.

50 Goods & Services Tax

50.1 In this clause:

"GST" refers to Goods and Services under *A New Tax System (Goods and Services Tax) Act 1999* ("GST Act") and the terms used have the meanings as defined in the GST Act.

50.2 Notwithstanding any other provisions of this agreement, if for any reason whatsoever this sale is not accepted by the Commissioner of Taxation as GST-free, as a non-taxable supply:

(a) the Purchaser agrees to pay the Vendor, within 14 days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;

(b) The Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations at the earliest opportunity after applying and receiving an ABN.

This clause shall not merge on completion.

51 Land Tax

Irrespective of any other terms and conditions in this contract should land tax be payable in the hands of the Vendor whether on a single holdings basis or not against the property being sold then land tax will be adjusted on the actual amount assessed against the property.

52 S184 certificate

This clause applies only if the land (or part of it) is a Lot in a Strata, Neighbourhood or Community Scheme (or on completion is to be a Lot in a Scheme of that Kind)

The purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the section 184 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989. The purchaser shall not be entitled to delay completion or make any requisition or objection arising from the purchaser's failure to apply for the said Certificate.

The vendor hereby authorises the purchaser to apply for the Section 184 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot and the purchaser undertakes to provide a copy of the said Certificate to the vendor at least 5 days prior to Completion

Should the purchaser fail to procure the Section 184 Certificate under the Strata Schemes Management Act 1996 or for the Section 26 Certificate under the Community Land Management Act 1989 in relation to the Lot, the vendor shall be entitled to chard liquidated damages in accordance with Special Condition 36.

53 Delayed or Cancelled Settlement

In the event that settlement does not take place at the scheduled time, or does not take place at a re- arranged time on that same day due to the default of the purchaser or their mortgagee and through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this contract, the purchaser must pay an additional $110 (inclusive of GST) on settlement to cover the legal costs and other expenses incurred as a consequence of the delay.

54. Special Levies

Notwithstanding clauses 23.6 and 23.7, the parties covenant and agree that, if there are or have been any special levies or contributions that are not regular contributions (Special Levies) levied before the contract date, the vendor will pay or allow to the purchaser on completion the amount of any unpaid Special Levies that fall due for payment up to and including the contract date and the purchaser will pay all Special Levies that fall due for payment after the contract date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 106/1230785

SEARCH DATE	TIME	EDITION NO	DATE
21/7/2026	3:59 PM	3	28/6/2022

LAND

LOT 106 IN DEPOSITED PLAN 1230785
AT THORNTON
LOCAL GOVERNMENT AREA MAITLAND
PARISH OF ALNWICK COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1230785

(T AM627224)

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 BK 1164 NO 762 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
3 DP1207153 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (13) IN THE S.88B INSTRUMENT
4 DP1230785 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
5 AS255211 MORTGAGE TO SUNCORP-METWAY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

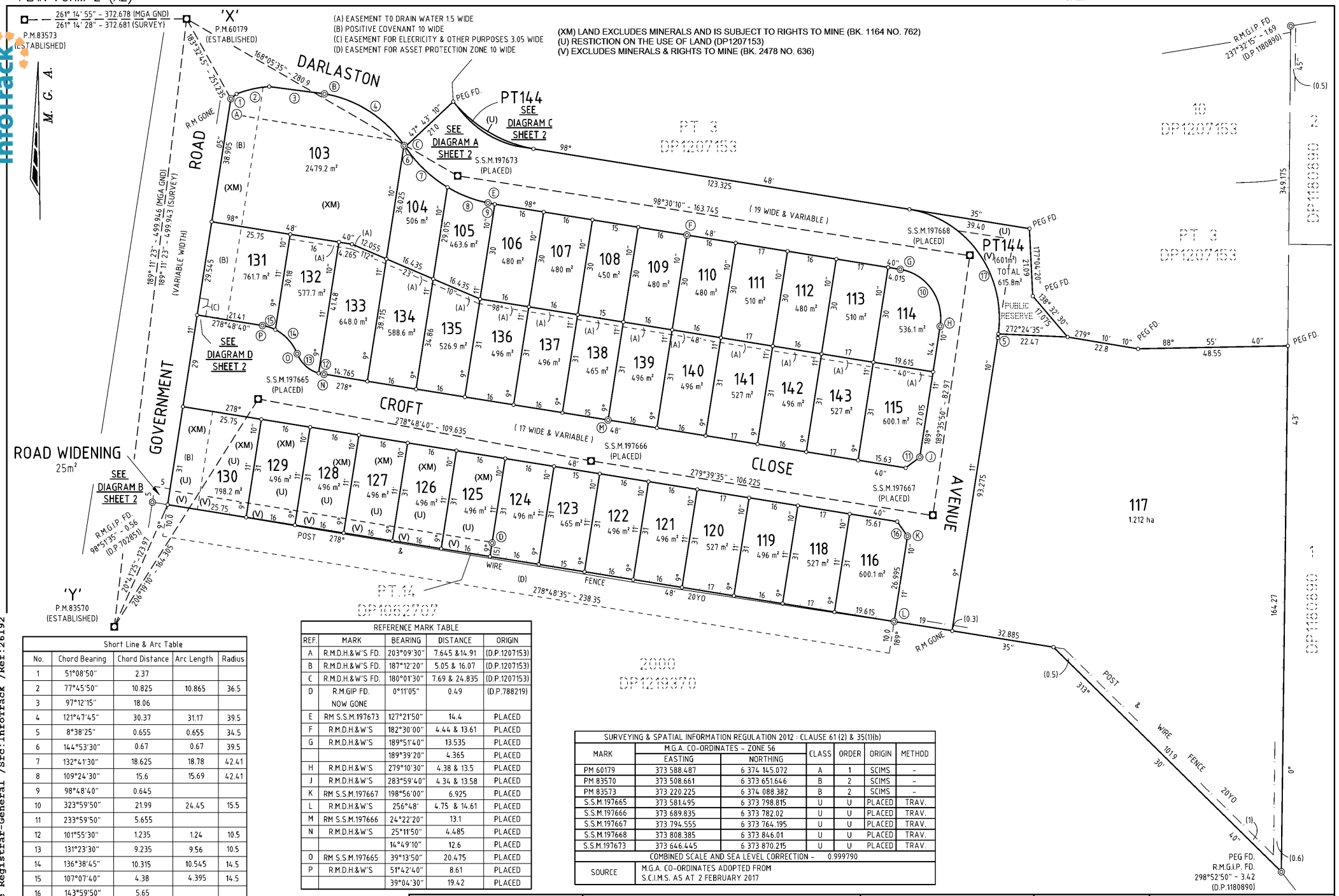
26192... PRINTED ON 21/7/2026

* 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.

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Received: 21/07/2026 15:59:05

InfoTrack



Short Line & Arc Table				
No.	Chord Bearing	Chord Distance	Arc Length	Radius
1	51°08'50"	2.37		
2	77°45'50"	10.825	10.865	36.5
3	97°12'15"	18.06		
4	121°47'45"	30.37	31.17	39.5
5	8°38'25"	0.655	0.655	34.5
6	144°53'30"	0.67	0.67	39.5
7	132°41'30"	18.625	18.78	42.41
8	109°24'30"	15.6	15.69	42.41
9	98°48'40"	0.645		
10	323°59'50"	21.99	24.45	15.5
11	233°59'50"	5.655		
12	101°55'30"	1.235	1.24	10.5
13	131°23'30"	9.235	9.56	10.5
14	136°38'45"	10.315	10.545	14.5
15	107°07'40"	4.38	4.395	14.5
16	143°59'50"	5.65		
17	323°27'10"	48.485	53.76	34.5

REFERENCE MARK TABLE				
REF.	MARK	BEARING	DISTANCE	ORIGIN
A	R.M.D.H.&W'S FD.	203°09'30"	7.645 &14.91	(D.P.1207153)
B	R.M.D.H.&W'S FD.	187°12'20"	5.05 & 16.07	(D.P.1207153)
C	R.M.D.H.&W'S FD.	180°01'30"	7.69 & 24.835	(D.P.1207153)
D	R.M.GIP FD. NOW GONE	0°11'05"	0.49	(D.P.788219)
E	RM S.S.M.197673	127°21'50"	14.4	PLACED
F	R.M.D.H.&W'S	182°30'00"	4.44 & 13.61	PLACED
G	R.M.D.H.&W'S	189°51'40"	13.535	PLACED
		189°39'20"	4.365	PLACED
H	R.M.D.H.&W'S	279°10'30"	4.38 & 13.5	PLACED
J	R.M.D.H.&W'S	283°59'40"	4.34 & 13.58	PLACED
K	RM S.S.M.197667	198°56'00"	6.925	PLACED
L	R.M.D.H.&W'S	256°48'	4.75 & 14.61	PLACED
M	RM S.S.M.197666	24°22'20"	13.1	PLACED
N	R.M.D.H.&W'S	25°11'50"	4.485	PLACED
		14°49'10"	12.6	PLACED
O	RM S.S.M.197665	39°13'50"	20.475	PLACED
P	R.M.D.H.&W'S	51°42'40"	8.61	PLACED
		39°04'30"	19.42	PLACED

SURVEYING & SPATIAL INFORMATION REGULATION 2012 : CLAUSE 61 (2) & 35(1)(b)							
MARK	M.G.A. CO-ORDINATES - ZONE 56		CLASS	ORDER	ORIGIN	METHOD
	EASTING	NORTHING				
PM 60179	373 588.487	6 374 145.072	A	1	SCIMS	-
PM 83570	373 508.661	6 373 651.646	B	2	SCIMS	-
PM 83573	373 220.225	6 374 088.382	B	2	SCIMS	-
S.S.M.197665	373 581.495	6 373 798.815	U	U	PLACED	TRAV.
S.S.M.197666	373 689.835	6 373 782.02	U	U	PLACED	TRAV.
S.S.M.197667	373 794.555	6 373 764.195	U	U	PLACED	TRAV.
S.S.M.197668	373 808.385	6 373 846.01	U	U	PLACED	TRAV.
S.S.M.197673	373 646.445	6 373 870.215	U	U	PLACED	TRAV.
COMBINED SCALE AND SEA LEVEL CORRECTION - 0.999790						
SOURCE	M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 2 FEBRUARY 2017					

Surveyor: ALEX LASCELLES Date of Survey: 1ST NOVEMBER 2016 Surveyor's Reference: 15100	PLAN OF SUBDIVISION OF LOT 1 D.P.788219 & LOT 2 D.P.1207153 & EASEMENT WITHIN LOT 2000 D.P.1219370	LGA: MAITLAND Locality: THORNTON Subdivision No: 151693 Lengths are in metres. Reduction Ratio 1:750	Registered 6.6.2017	DP1230785

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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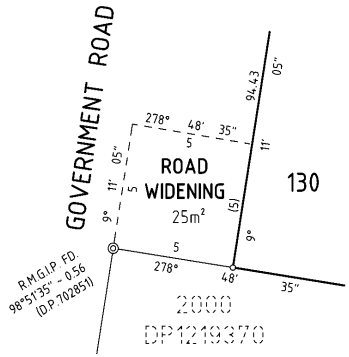


DIAGRAM B
NOT TO SCALE

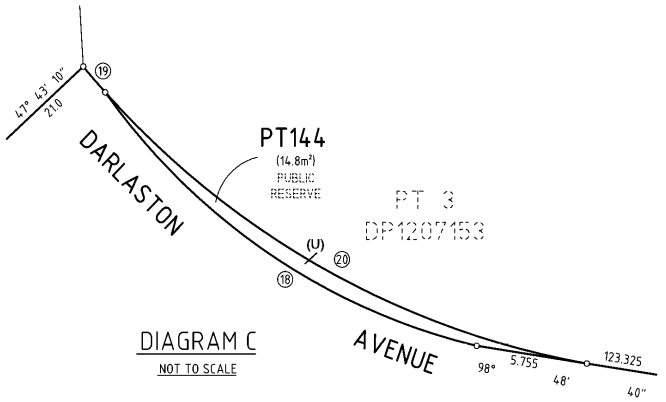


DIAGRAM C
NOT TO SCALE



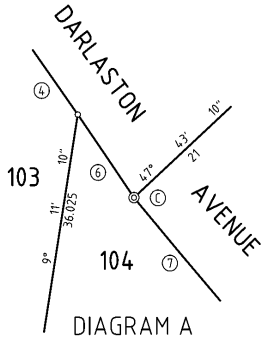


DIAGRAM A
NOT TO SCALE

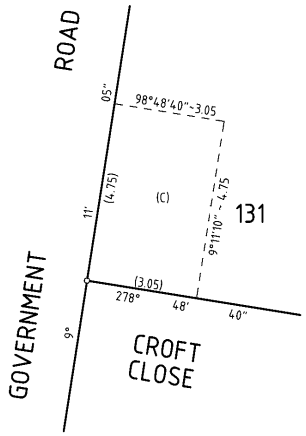


DIAGRAM D
NOT TO SCALE

Short Line & Arc Table				
No.	Chord Bearing	Chord Distance	Arc Length	Radius
4	121°47'45"	30.37	31.17	39.5
6	144°53'30"	0.67	0.67	39.5
7	132°41'30"	18.625	18.78	42.41
18	123°18'55"	22.935	23.425	33
19	138°19'25"	1.705	1.705	44
20	118°28'20"	28.275	28.875	44

Surveyor: ALEX LASCELLES Date of Survey: 1ST NOVEMBER 2016 Surveyor's Reference: 15100	PLAN OF SUBDIVISION OF LOT 1 D.P.788219 & LOT 2 D.P.1207153 & EASEMENT WITHIN LOT 2000 D.P.1219370	LGA: MAITLAND Locality: THORNTON Subdivision No: 151693 Lengths are in metres. Reduction Ratio NTS	Registered 6.6.2017	DP1230785

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 6.6.2017

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1230785

PLAN OF SUBDIVISION OF LOT 1 D.P.788219 & LOT 2 D.P.1207153 & EASEMENT WITHIN LOT 2000 D.P.1219370

LGA: MAITLAND

Locality: THORNTON

Parish: ALNWICK

County: NORTHUMBERLAND

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, Leanne Harris

*Authorised Person/~~*General Manager/*Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

~~Accreditation number~~: .....

Consent Authority: Maitland City Council

Date of endorsement: 4.4.17

Subdivision Certificate number: 151693

File number: DA15 1693

*Strike through if inapplicable

Survey Certificate

I, ALEX LASCELLES

of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 1st November 2016

~~*(b) The part of the land shown in the plan (*being/*excluding ^ .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, 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 *Surveying and Spatial Information Regulation 2012.~~

Signature: ..... Dated: 6/3/17

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 THE EXTENSION OF DARLASTON AVENUE, CROFT CLOSE AND THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 144 TO THE PUBLIC AS PUBLIC RESERVE

Plans used in the preparation of survey/compilation

D.P.788219
D.P.1207153
D.P.1180890
D.P. 702851

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 15100

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

DEPOSITED PLAN ADMINISTRATION SHEET

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DP1230785

PLAN OF SUBDIVISION OF LOT 1 D.P.788219 & LOT 2 D.P.1207153 & EASEMENT WITHIN LOT 2000 D.P.1219370

Subdivision Certificate number : 151693

Date of Endorsement : 4.4.17

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 (A)
2. POSITIVE COVENANT 10 WIDE (B)
3. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.05 WIDE (C)
4. EASEMENT FOR ASSET PROTECTION ZONE 10 WIDE (D)
5. RESTRICTION ON THE USE OF LAND
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND
8. RESTRICTION ON THE USE OF LAND
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND

TO RELEASE:-

1. RIGHT OF ACCESS 21 WIDE (D.P.1207153)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
103	2	DARLASTON	AVENUE	THORNTON
104	4	DARLASTON	AVENUE	THORNTON
105	6	DARLASTON	AVENUE	THORNTON
106	8	DARLASTON	AVENUE	THORNTON
107	10	DARLASTON	AVENUE	THORNTON
108	12	DARLASTON	AVENUE	THORNTON
109	14	DARLASTON	AVENUE	THORNTON
110	16	DARLASTON	AVENUE	THORNTON
111	18	DARLASTON	AVENUE	THORNTON
112	20	DARLASTON	AVENUE	THORNTON
113	22	DARLASTON	AVENUE	THORNTON
114	24	DARLASTON	AVENUE	THORNTON
115	2	CROFT	CLOSE	THORNTON
116	1	CROFT	CLOSE	THORNTON
117	5	DARLASTON	AVENUE	THORNTON
118	3	CROFT	CLOSE	THORNTON
119	5	CROFT	CLOSE	THORNTON
120	7	CROFT	CLOSE	THORNTON
121	9	CROFT	CLOSE	THORNTON
122	11	CROFT	CLOSE	THORNTON
123	13	CROFT	CLOSE	THORNTON

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY THORNTON
124	15	CROFT	CLOSE	THORNTON
125	17	CROFT	CLOSE	THORNTON
126	19	CROFT	CLOSE	THORNTON
127	21	CROFT	CLOSE	THORNTON
128	23	CROFT	CLOSE	THORNTON
129	25	CROFT	CLOSE	THORNTON
130	27	CROFT	CLOSE	THORNTON
131	28	CROFT	CLOSE	THORNTON
132	26	CROFT	CLOSE	THORNTON
133	24	CROFT	CLOSE	THORNTON
134	22	CROFT	CLOSE	THORNTON
135	20	CROFT	CLOSE	THORNTON
136	18	CROFT	CLOSE	THORNTON
137	16	CROFT	CLOSE	THORNTON
138	14	CROFT	CLOSE	THORNTON
139	12	CROFT	CLOSE	THORNTON
140	10	CROFT	CLOSE	THORNTON
141	8	CROFT	CLOSE	THORNTON
142	6	CROFT	CLOSE	THORNTON
143	4	CROFT	CLOSE	THORNTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15100

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DEPOSITED PLAN ADMINISTRATION SHEET

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Registered 6.6.2017

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DP1230785

PLAN OF SUBDIVISION OF LOT 1 D.P.788219 & LOT 2 D.P.1207153 & EASEMENT WITHIN LOT 2000 D.P.1219370

Subdivision Certificate number : 151693

Date of Endorsement : 4.4.17

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 THORNTON DEVELOPMENT CORPORATION PTY LIMITED ACN 123 428 875 by:

Director
Print Name: GRAHAM ROBERT BURNS

Director
Print Name: DAVID RICHARD OWENS

Executed by RIDGEDALE HEIGHTS PTY LIMITED ACN 072 406 449 by:

Director
Print Name: GEOFFREY WILLIAM O'SHEA

Director
Print Name: GRAHAM ROBERT BURNS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15100

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

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DP1230785

PLAN OF SUBDIVISION OF LOT 1 D.P.788219 & LOT 2 D.P.1207153 & EASEMENT WITHIN LOT 2000 D.P.1219370

Subdivision Certificate number : 151693

Date of Endorsement : 4.4.17

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.

WESTPAC BANK

I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this.

SCOTT HERRMANN

in my presence.

Signature of Witness

SCOTT HERRMANN

Name of Witness

LEVEL 2, 27 Donald St

Address of Witness

Hamilton NSW 2303.

Westpac Banking Corporation ABN 33 007 457 141 hereby consents to the within

* ~~Linen Plan~~ * ~~Lease~~
* ~~Instrument~~ * ~~Deed~~

Signature

GEOFF HYNES

Name of Attorney

TIER THREE ATTORNEY UNDER POWER OF ATTORNEY BOOK 4299 NO 332

*Delete whichever not applicable

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15100

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

DEPOSITED PLAN ADMINISTRATION SHEET

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DP1230785

PLAN OF SUBDIVISION OF LOT 1 D.P.788219 & LOT 2 D.P.1207153 & EASEMENT WITHIN LOT 2000 D.P.1219370

Subdivision Certificate number : 151693

Date of Endorsement : 4.4.17

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.

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

Signature of Witness

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

ANNETTE MARTINS

Print name of Witness

ANGELO VLIOTIS

Name of Agent in full

126 Phillip Street, Sydney NSW 2000

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15100

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

Plan:DP1230785

Plan of Subdivision of Lot 1 D.P.788219 & Lot 2 D.P.1207153 & Easement within Lot 2000 DP 1219370 covered by Subdivision Certificate No 151693 dated 4.4.17

Full Name and Address of the Registered Proprietor of the Land

Thornton Development Corporation Pty Limited
(ACN 123 428 875)
1 Newland Street
Bondi Junction NSW 2022

Ridgedale Heights Pty Ltd
(ACN 072 406 449)
1 Hartley Drive
Thornton NSW 2322

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre , restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide (A)	132	131
		133	131,132
		134	131,132,133
		135	131,132,133,134
		136	131,132,133,134,135
		137	121,132,133,134,135,136
		138	131,132,133,134,135,136,137
		139	131,132,133,134,135,136,137, 138
		140	131,132,133,134,135,136,137, 138,139
		141	131,132,133,134,135,136,137, 138,139,140
		142	131,132,133,134,135,136,137, 138,139,140,141
		143	131,132,133,134,135,136,137, 138,139,140,141,142
		115	131,132,133,134,135,136,137, 138,139,140,141,142,143

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Plan: DP1230785

Plan of Subdivision of Lot 1 D.P.788219 & Lot 2 D.P.1207153 & Easement within Lot 2000 DP1219370 covered by Subdivision Certificate No 151693 dated 4.4.17

2	Positive covenant 10 wide (B)	Part of 130,131 & 103	Maitland City Council
3	Easement for Electricity and Other Purposes 3.05 Wide	131	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4	Easement for Asset Protection Zone 10 Wide	Lot 2000 DP1219370	Maitland City Council
5	Restriction on the Use of the Land	117	Maitland City Council
6	Restriction on the Use of the Land	117	Maitland City Council
7	Restriction on the Use of the Land	103, 130 & 131	Maitland City Council
8	Restriction on the Use of the Land	117	Maitland City Council
9	Restriction on the Use of the Land	103, 104, 127 to 130 inclusive and 131 to 134 inclusive	Maitland City Council
10	Restriction on the Use of the Land	All lots except Lot 144	Every other Lot except Lot 144

Part 1A (to be Released)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre , 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	Right of access 21 Wide (DP1207153)	Lot 2 DP1207153	Lot 1 DP788219

Part 2 (Terms)

1. Terms of Positive Covenant numbered 2 in the plan.

The proprietor for the time being of any lot burdened shall at all times maintain a landscaped area in nature of trees, shrubs and acoustic fencing as approved by Maitland City Council. The acoustic fencing must be a minimum 1.8 metres high and no closer than two metres to the Government Road boundary.

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Plan: DP1230785

Plan of Subdivision of Lot 1 D.P.788219 & Lot 2 D.P.1207153 & Easement within Lot 2000 DP 1219370 covered by Subdivision Certificate No 151693 dated 4.4.17

2. Terms of Easement for Electricity and other Purposes numbered 3 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.

3. Terms of Easement for Asset Protection Zone numbered 4 in the Plan.

1.1 Full and free right for every person who is at any time entitled to an estate or interest in the Lot Benefited or any part thereof ("grantee") and every person authorised by the grantee, from time to time, and at all times to enter onto the Lot Burdened within the site of the easement indicated on the plan ("Asset Protection Zone"), together with the right to manage the Asset Protection Zone by carrying out bushfire hazard reduction work in the Asset Protection Zone so as to or reduce the bushfire hazard to the improvements on the Lot Benefited and to do anything reasonably necessary for that purpose including but not limited to:

(a) the establishment or maintenance of fire breaks within the Asset Protection Zone;

(b) the controlled application of appropriate fire regimes or other means for the reduction or modification of available fuels in the Asset Protection Zone to mitigate against the spread of a bushfire;

(c) entering upon and obtaining access to the Asset Protection Zone at any time with surveyors, workmen, vehicles, materials, machinery or implements or any other necessary things or persons; and

(d) placing and leaving on while work is being undertaken, or removing from, the Asset Protection Zone all necessary materials, machinery, implements and other things.

1.2 In exercising its rights the grantee must:

(a) ensure that all work is done properly;

(b) cause as little inconvenience as is practicable to the registered proprietor of the Lot Burdened and any other occupier of the Lot Burdened;

(c) cause as little damage as is practicable to the Lot Burdened and any improvement on it;

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Plan: DP1230785

Plan of Subdivision of Lot 1 D.P.788219 & Lot 2 D.P.1207153 & Easement within Lot 2000 DP 1219370 covered by Subdivision Certificate No 151693 dated 4.4.17

(d) make good within a reasonable time any damage it causes to the surface of the Lot Burdened and any improvement on it; and

(e) restore the Lot Burdened as nearly as practicable to its former condition (subject to the Lot Burdened being maintained as an Asset Protection Zone) and make good any collateral damage.

1.3 The registered proprietor of the Lot Burdened must not:

(a) do or neglect to do or permit or suffer anything to be done which may result in the Asset Protection Zone being interfered with or comprised in terms of its capacity to reduce the bushfire hazard to the improvements on the Lot Benefited.

1.4 The grantee and the registered proprietor of the Lot Burdened covenant and agree that:

(a) the grantee will maintain and manage the Asset Protection Zone being the subject of this easement. The cost of such maintenance and repair shall be borne by the grantee;

(b) the grantee is to undertake routine maintenance of the Asset Protection Zone and must repair any damage it causes to the Lot Burdened;

(c) the grantee indemnifies and keeps indemnified the registered proprietor of the Lot Burdened against all actions suits claims and damages of whatsoever nature which may be brought against the registered proprietor of the Lot Burdened to the extent that they arise because of the exercise by the grantee of its rights under this easement and all costs charges and expenses which the registered proprietor of the Lot Burdened may incur as a result of any act or omission of the grantee to the extent that they arise because of the exercise by the grantee of its rights, or the grantee's failure to comply with its obligations, under this easement; and

(d) the grantee agrees that the use will be abandoned and the Easement will be released once the land subject to the Easement for Asset Protection Zone is developed or the Rural Fire Service and or Maitland City Council gives notice in writing to the grantee or the registered proprietor of the Lot Burdened that an Asset Protection Zone is no longer required on the Lot Burdened.

Req:R532323 /Doc:DP 1230785 B /Rev:07-Jun-2017 /NSW LRS /Pgs:ALL /Prt:21-Jul-2026 16:00 /Seq:5 of 8
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Plan: DP1230785

Plan of Subdivision of Lot 1 D.P.788219 & Lot 2 D.P.1207153 & Easement within Lot 2000 DP 1219370 covered by Subdivision Certificate No 15698 dated 4.4.17

4. Terms of Restriction on the Use of Land numbered 5 in the plan

No landscaping or revegetation of the lot burdened may be undertaken unless that landscaping and revegetation is maintained as an inner protection zone (IPA) as outlined within section 4.1.3 Appendix 5 of 'Planning for Bushfire Protection 2006'.

5. Terms of Restriction on the Use of Land numbered 6 in the Plan.

No dwelling shall be erected or permitted to remain erected on any of the lots burdened with a floor level below 4.9 metres Australian Height Datum.

6. Terms of Restriction on the Use of Land numbered 7 in the plan

No direct vehicle access to or from Government Road to any lot burdened is permitted without the consent of Maitland City Council.

7. Terms of Restriction on the Use of Land numbered 8 in the plan

No fence shall be erected or permitted to remain erected on any common boundary of the Lot burdened with rural zoned land or wetlands unless such fence shall is an open style post and wire rural standard fence or similar.

8. Terms of Restriction on the Use of Land numbered 9 in the Plan.

No development shall be undertaken or permitted to be undertaken on any lot burdened unless it is undertaken in accordance with the recommendations of the Reverb Acoustics Noise and Vibration Consultants Report (dated January 2016, Doc Ref:08-1226-R3) or a more recent acoustics report.

9. Terms of Restriction on the Use of Land numbered 10 in the plan

No dividing fence shall be erected on the lot burdened unless it is erected without expense to Ridgedale Heights Pty Ltd and Thornton Development Corporation Pty Ltd, its successors and assigns other than the purchasers on sale.

Name of the person/authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 1 in the abovementioned plan.

The registered proprietor of the lot benefited with the concurrence of Maitland City Council.

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Plan: DP1230785

Plan of Subdivision of Lot 1 D.P.788219 & Lot 2 D.P.1207153 & Easement within Lot 2000 DP 1219370 covered by Subdivision Certificate No 15/693 dated 4.4.17

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

Signature of delegate .....

Name of delegate ..... LEANNE HARRIS .....

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

Signature of Witness .....

Name of Witness ..... KAREN SCHRODER .....

Address of Witness ..... 285 HIGH ST MAITLAND .....

EXECUTED by **THORNTON DEVELOPMENT CORPORATION PTY LIMITED (ACN 123 428 875)** in accordance with Section 127 of the Corporations Act.

....

Signature of Director Signature of Director

EXECUTED by **RIDGEDALE HEIGHTS PTY LIMITED (ACN 072 406 449)** in accordance with Section 127 of the Corporations Act.

....

Signature of Director Signature of Director

Req:R532323 /Doc:DP 1230785 B /Rev:07-Jun-2017 /NSW LRS /Pgs:ALL /Prt:21-Jul-2026 16:00 /Seq:7 of 8
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Plan: DP1230785

Plan of Subdivision of Lot 1 D.P.788219 & Lots 2 D.P.1207153 & Easement within Lot 2000 DP 1219370 covered by Subdivision Certificate No 51693 dated 4.4.17

EXECUTED by **WESTPAC BANK**

I certify that the Attorney for the Mortgagee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this.

in my presence.

Signature of Witness

SUSAN HERCHENHAN

Name of Witness

LEVEL 2, 77 Donald St

Address of Witness

Hamilton, NSW, 2303

Westpac Banking Corporation ABN 33 007 457 141 hereby consents to the within

* Linen Plan * Lease
* Instrument * Deed

Signature

GEOFF HYNES

Name of Attorney
TIER THREE ATTORNEY
UNDER POWER OF ATTORNEY
BOOK 4299 NO 332
*Delete whichever not applicable

EXECUTED by Martin Coates as a Tier 2 attorney for Defence Housing Australia under Power of Attorney registered Book ..... No. ..... In the presence of:

Signature of Witness

Mandy Herdson

Name of Witness

1-Suite 2 450 Fitzroy Street

Carrington NSW 2294

Address of Witness

Signed by Martin Coates as attorney For Defence Housing Australia under Power of attorney dated 1 May 2002 registered number 4349 book number 460

Signature of Attorney

By executing this document The attorney states that the Attorney is authorized to act Under the Power of Attorney

Req:R532323 /Doc:DP 1230785 B /Rev:07-Jun-2017 /NSW LRS /Pgs:ALL /Prt:21-Jul-2026 16:00 /Seq:8 of 8
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Plan: DP1230785

Plan of Subdivision of Lot 1 D.P.788219 & Lots 2 D.P.1207153 & Easement within Lot 2000 DP 1219370 covered by Subdivision Certificate No 151693 dated 4.4.17

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

.....
Signature of Witness

ANNETTE MARTINS
.....
Print name of Witness

126 Phillip Street, Sydney NSW 2000

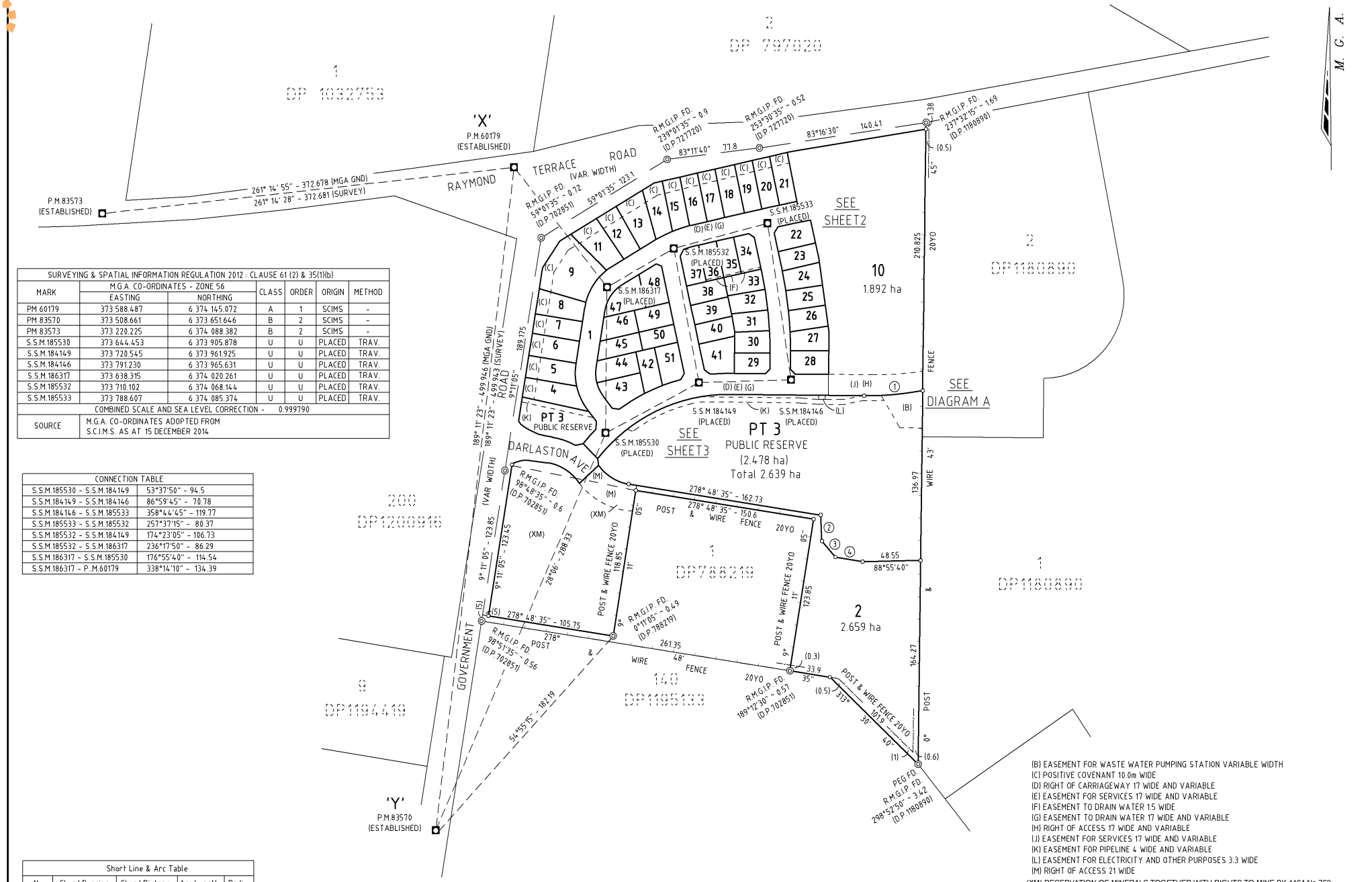
.....
Signature of Agent for Rob Whitfield, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation

ANGELO MELETOS
.....
Name of Agent in full

REGISTERED 6.6.2017

InfoTrack

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SURVEYING & SPATIAL INFORMATION REGULATION 2012 : CLAUSE 61 (2) & 35(1)(b)						
MARK	M.G.A. CO-ORDINATES - ZONE 56		CLASS	ORDER	ORIGIN	METHOD
	EASTING	NORTHING				
PM 60179	373 588.487	6 374 145.072	A	1	SCIMS	-
PM 83570	373 508.661	6 373 651.646	B	2	SCIMS	-
PM 83573	373 220.225	6 374 088.382	B	2	SCIMS	-
S.S.M.185530	373 644.453	6 373 905.878	U	U	PLACED	TRAV.
S.S.M.184149	373 720.545	6 373 961.925	U	U	PLACED	TRAV.
S.S.M.184146	373 791.230	6 373 965.631	U	U	PLACED	TRAV.
S.S.M.186317	373 638.315	6 374 020.261	U	U	PLACED	TRAV.
S.S.M.185532	373 710.102	6 374 068.144	U	U	PLACED	TRAV.
S.S.M.185533	373 788.607	6 374 085.374	U	U	PLACED	TRAV.
COMBINED SCALE AND SEA LEVEL CORRECTION - 0.999790						
SOURCE	M.G.A. CO-ORDINATES ADOPTED FROM S.C.I.M.S. AS AT 15 DECEMBER 2014					

CONNECTION TABLE	
S.S.M.185530 - S.S.M.184149	53°37'50" - 94.5
S.S.M.184149 - S.S.M.184146	86°59'45" - 70.78
S.S.M.184146 - S.S.M.185533	358°44'45" - 119.77
S.S.M.185533 - S.S.M.185532	257°37'15" - 80.37
S.S.M.185532 - S.S.M.184149	174°23'05" - 106.73
S.S.M.185532 - S.S.M.186317	236°17'50" - 86.29
S.S.M.186317 - S.S.M.185530	176°55'40" - 114.54
S.S.M.186317 - P.M.60179	338°14'10" - 134.39

Short Line & Arc Table				
No.	Chord Bearing	Chord Distance	Arc Length	Radius
1	85°06'20"	49.27	49.345	258.5
2	177°04'20"	21.09		
3	138°32'30"	17.075		
4	279°10'10"	22.8		

(B) EASEMENT FOR WASTE WATER PUMPING STATION VARIABLE WIDTH
(C) POSITIVE COVENANT 10.0m WIDE
(D) RIGHT OF CARRIAGEWAY 17 WIDE AND VARIABLE
(E) EASEMENT FOR SERVICES 17 WIDE AND VARIABLE
(F) EASEMENT TO DRAIN WATER 1.5 WIDE
(G) EASEMENT TO DRAIN WATER 17 WIDE AND VARIABLE
(H) RIGHT OF ACCESS 17 WIDE AND VARIABLE
(J) EASEMENT FOR SERVICES 17 WIDE AND VARIABLE
(K) EASEMENT FOR PIPELINE 4 WIDE AND VARIABLE
(L) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE
(M) RIGHT OF ACCESS 21 WIDE
(XM) RESERVATION OF MINERALS TOGETHER WITH RIGHTS TO MINE BK.1164 No.762

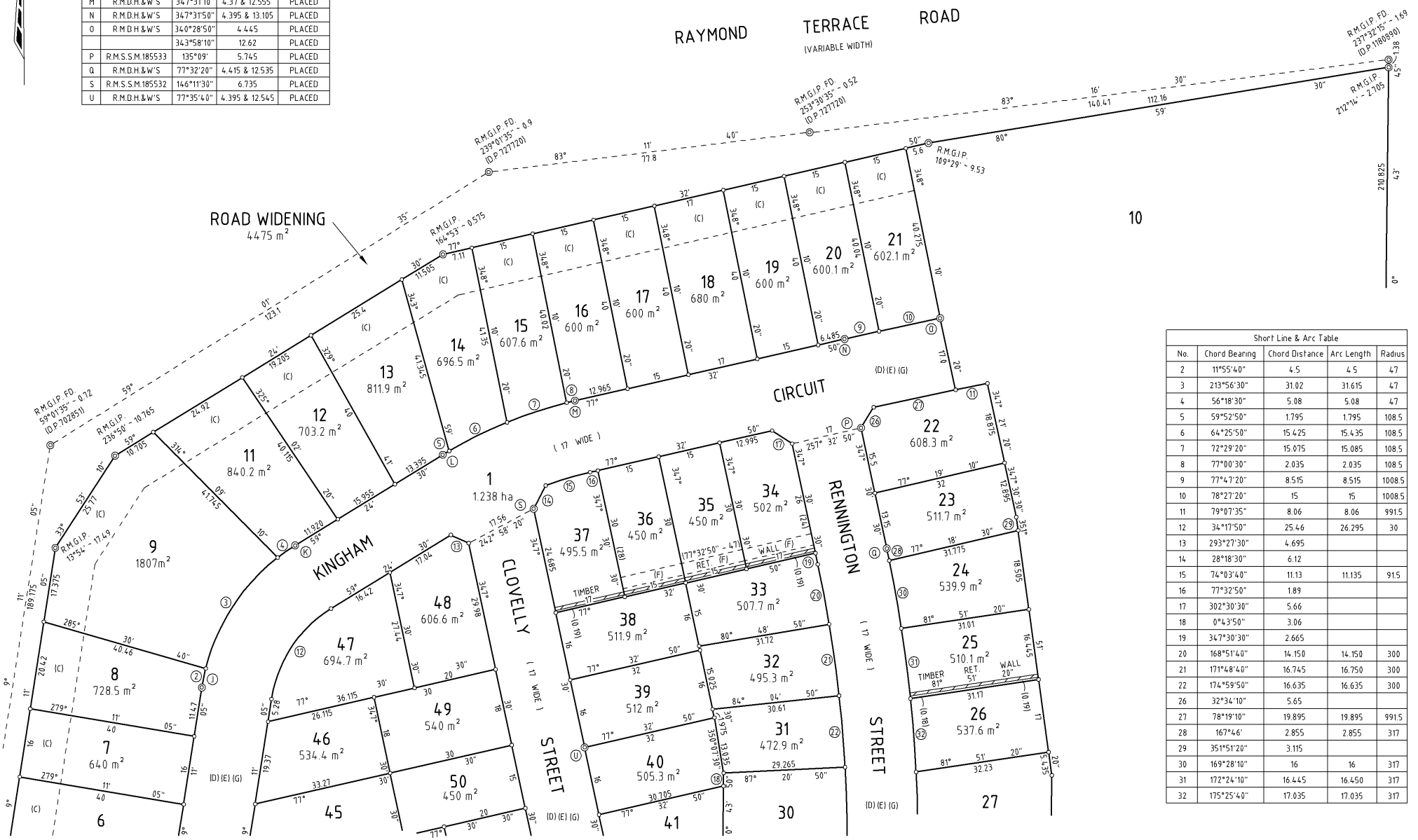
Surveyor:	ALEX LASCELLES	PLAN OF SUBDIVISION OF LOT 2 D.P.788219	LGA:	MAITLAND	Registered
Date of Survey:	26TH NOVEMBER 2014		Locality:	THORNTON	13.4.2015
Surveyor's Reference:	13061		Subdivision No:	082312 131896	DP1207153
			Lengths are in metres.	Reduction Ratio 1:2000	

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

M. G. A.

REFERENCE MARK TABLE				
REF.	MARK	BEARING	DISTANCE	ORIGIN
J	R.M.S.S.M.186317	280°44'10"	4.43	PLACED
K	R.M.D.H.&W'S	329°22'20"	4.37 & 12.575	PLACED
L	R.M.D.H.&W'S	349°38'20"	4.715 & 14.27	PLACED
M	R.M.D.H.&W'S	347°31'10"	4.37 & 12.555	PLACED
N	R.M.D.H.&W'S	347°31'50"	4.395 & 13.105	PLACED
O	R.M.D.H.&W'S	340°28'50"	4.445	PLACED
		343°58'10"	12.62	PLACED
P	R.M.S.S.M.185533	135°09'	5.745	PLACED
Q	R.M.D.H.&W'S	77°32'20"	4.415 & 12.535	PLACED
S	R.M.S.S.M.185532	146°11'30"	6.735	PLACED
U	R.M.D.H.&W'S	77°35'40"	4.395 & 12.545	PLACED

(C) POSITIVE COVENANT 10.0m WIDE
(D) RIGHT OF CARRIAGEWAY 17 WIDE AND VARIABLE
(E) EASEMENT FOR SERVICES 17 WIDE AND VARIABLE
(F) EASEMENT TO DRAIN WATER 1.5 WIDE
(G) EASEMENT TO DRAIN WATER 17 WIDE AND VARIABLE
(H) RIGHT OF ACCESS 17 WIDE AND VARIABLE

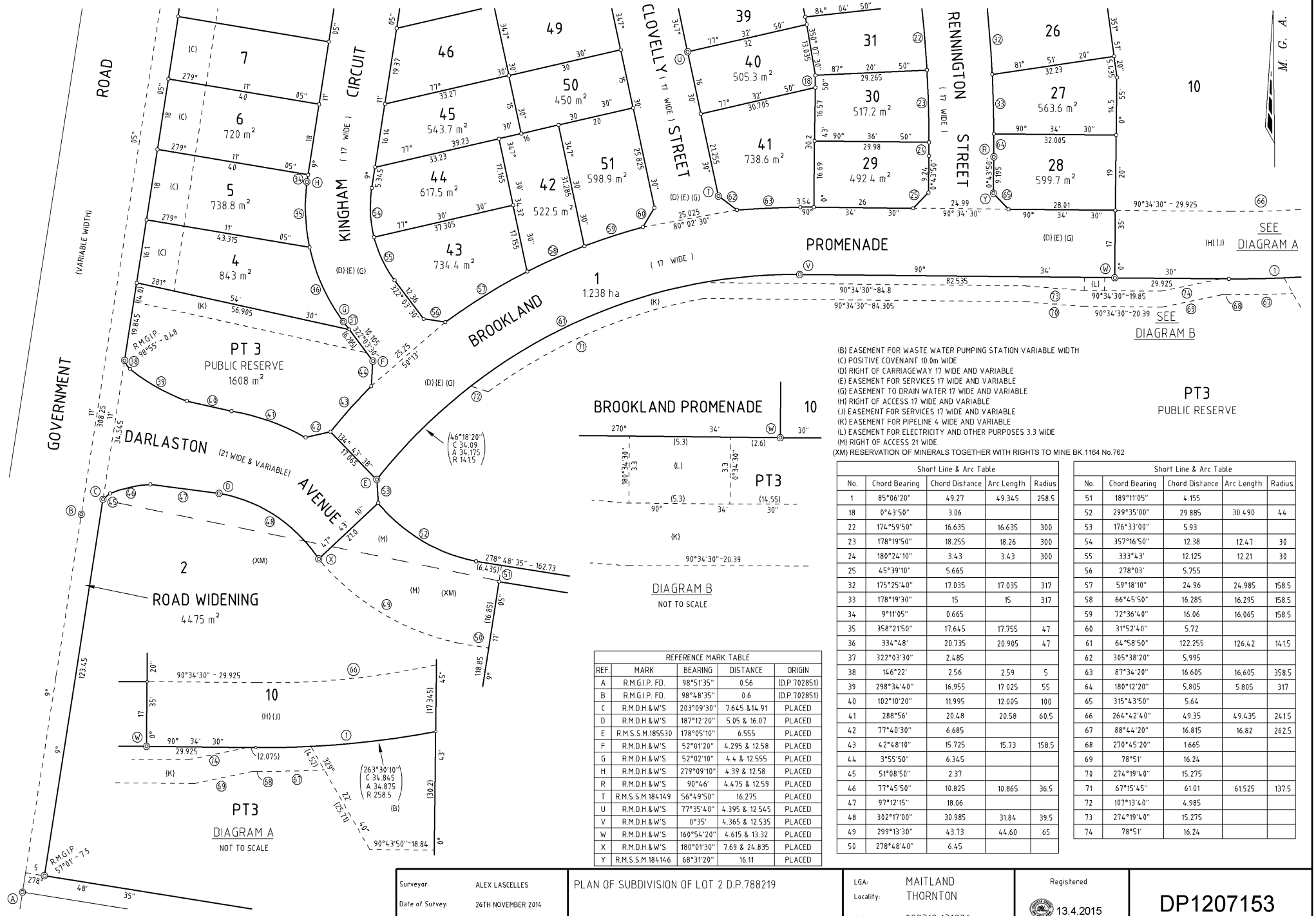


Short Line & Arc Table				
No.	Chord Bearing	Chord Distance	Arc Length	Radius
2	11°55'40"	4.5	4.5	47
3	213°56'30"	31.02	31.615	47
4	56°18'30"	5.08	5.08	47
5	59°52'50"	1.795	1.795	108.5
6	64°25'50"	15.425	15.435	108.5
7	72°29'20"	15.075	15.085	108.5
8	77°00'30"	2.035	2.035	108.5
9	77°47'20"	8.515	8.515	1008.5
10	78°27'20"	15	15	1008.5
11	79°07'35"	8.06	8.06	991.5
12	34°17'50"	25.46	26.295	30
13	293°27'30"	4.695		
14	28°18'30"	6.12		
15	74°03'40"	11.13	11.135	91.5
16	77°32'50"	1.89		
17	302°30'30"	5.66		
18	0°43'50"	3.06		
19	347°30'30"	2.665		
20	168°51'40"	14.150	14.150	300
21	171°48'40"	16.745	16.750	300
22	174°59'50"	16.635	16.635	300
26	32°34'10"	5.65		
27	78°19'10"	19.895	19.895	991.5
28	167°46'	2.855	2.855	317
29	351°51'20"	3.115		
30	169°28'10"	16	16	317
31	172°24'10"	16.445	16.450	317
32	175°25'40"	17.035	17.035	317

Surveyor:	ALEX LASCELLES	PLAN OF SUBDIVISION OF LOT 2 D.P.788219	LGA: MAITLAND Locality: THORNTON Subdivision No: 082312 131896 Lengths are in metres. Reduction Ratio 1:600	Registered 13.4.2015
Date of Survey:	26TH NOVEMBER 2014			DP1207153
Surveyor's Reference:	13061			

90 100 110 120 130 140 150 Table of mm

Req:R532321 /Doc:DP 1207153 P /Rev:13-Apr-2015 /NSW LRS /Pgs:ALL /Prt:21-Jul-2026 16:00 /Seq:2 of 8
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(B) EASEMENT FOR WASTE WATER PUMPING STATION VARIABLE WIDTH
(C) POSITIVE COVENANT 10.0m WIDE
(D) RIGHT OF CARRIAGEWAY 17 WIDE AND VARIABLE
(E) EASEMENT FOR SERVICES 17 WIDE AND VARIABLE
(G) EASEMENT TO DRAIN WATER 17 WIDE AND VARIABLE
(H) RIGHT OF ACCESS 17 WIDE AND VARIABLE
(J) EASEMENT FOR SERVICES 17 WIDE AND VARIABLE
(K) EASEMENT FOR PIPELINE 4 WIDE AND VARIABLE
(L) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE
(M) RIGHT OF ACCESS 21 WIDE
(XM) RESERVATION OF MINERALS TOGETHER WITH RIGHTS TO MINE BK.1164 No.762

PT3
PUBLIC RESERVE

DIAGRAM A
NOT TO SCALE

DIAGRAM B
NOT TO SCALE

REFERENCE MARK TABLE				
REF.	MARK	BEARING	DISTANCE	ORIGIN
A	R.M.G.I.P. FD.	98°51'35"	0.56	(D.P.702851)
B	R.M.G.I.P. FD.	98°48'35"	0.6	(D.P.702851)
C	R.M.D.H.&W'S	203°09'30"	7.645 &14.91	PLACED
D	R.M.D.H.&W'S	187°12'20"	5.05 & 16.07	PLACED
E	R.M.S.S.M.185530	178°05'10"	6.555	PLACED
F	R.M.D.H.&W'S	52°01'20"	4.295 & 12.58	PLACED
G	R.M.D.H.&W'S	52°02'10"	4.4 & 12.555	PLACED
H	R.M.D.H.&W'S	279°09'10"	4.39 & 12.58	PLACED
R	R.M.D.H.&W'S	90°46'	4.475 & 12.59	PLACED
T	R.M.S.S.M.184149	56°49'50"	16.275	PLACED
U	R.M.D.H.&W'S	77°35'40"	4.395 & 12.545	PLACED
V	R.M.D.H.&W'S	0°35'	4.365 & 12.535	PLACED
W	R.M.D.H.&W'S	160°54'20"	4.615 & 13.32	PLACED
X	R.M.D.H.&W'S	180°01'30"	7.69 & 24.835	PLACED
Y	R.M.S.S.M.184146	68°31'20"	16.11	PLACED

Short Line & Arc Table				
No.	Chord Bearing	Chord Distance	Arc Length	Radius
1	85°06'20"	49.27	49.345	258.5
18	0°43'50"	3.06		
22	174°59'50"	16.635	16.635	300
23	178°19'50"	18.255	18.26	300
24	180°24'10"	3.43	3.43	300
25	45°39'10"	5.665		
32	175°25'40"	17.035	17.035	317
33	178°19'30"	15	15	317
34	9°11'05"	0.665		
35	358°21'50"	17.645	17.755	47
36	334°48'	20.735	20.905	47
37	322°03'30"	2.485		
38	146°22'	2.56	2.59	5
39	298°34'40"	16.955	17.025	55
40	102°10'20"	11.995	12.005	100
41	288°56'	20.48	20.58	60.5
42	77°40'30"	6.685		
43	42°48'10"	15.725	15.73	158.5
44	3°55'50"	6.345		
45	51°08'50"	2.37		
46	77°45'50"	10.825	10.865	36.5
47	97°12'15"	18.06		
48	302°17'00"	30.985	31.84	39.5
49	299°13'30"	43.73	44.60	65
50	278°48'40"	6.45		

Short Line & Arc Table				
No.	Chord Bearing	Chord Distance	Arc Length	Radius
51	189°11'05"	4.155		
52	299°35'00"	29.885	30.490	44
53	176°33'00"	5.93		
54	357°16'50"	12.38	12.47	30
55	333°43'	12.125	12.21	30
56	278°03'	5.755		
57	59°18'10"	24.96	24.985	158.5
58	66°45'50"	16.285	16.295	158.5
59	72°36'40"	16.06	16.065	158.5
60	31°52'40"	5.72		
61	64°58'50"	122.255	126.42	141.5
62	305°38'20"	5.995		
63	87°34'20"	16.605	16.605	358.5
64	180°12'20"	5.805	5.805	317
65	315°43'50"	5.64		
66	264°42'40"	49.35	49.435	241.5
67	88°44'20"	16.815	16.82	262.5
68	270°45'20"	1.665		
69	78°51'	16.24		
70	274°19'40"	15.275		
71	67°15'45"	61.01	61.525	137.5
72	107°13'40"	4.985		
73	274°19'40"	15.275		
74	78°51'	16.24		

Surveyor:	ALEX LASCELLES
Date of Survey:	26TH NOVEMBER 2014
Surveyor's Reference:	13061

PLAN OF SUBDIVISION OF LOT 2 D.P.788219

LGA:	MAITLAND
Locality:	THORNTON
Subdivision No:	082312 131896

Lengths are in metres. Reduction Ratio 1:600

Registered 13.4.2015

DP1207153

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Registered: 13.4.2015

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1207153

PLAN OF SUBDIVISION OF LOT 2 D.P.788219

LGA: MAITLAND

Locality: THORNTON

Parish: ALNWICK

County: NORTHUMBERLAND

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

I, ALEX LASCELLES

of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 26th November 2014

~~*(b) The part of the land shown in the plan (*being/*excluding ^ .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, 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 *Surveying and Spatial Information Regulation 2012*~~

Signature: ..... Dated: 23/3/15

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.

Subdivision Certificate

I, Leanne Harris

*Authorised Person/~~*General Manager/*Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: .....

~~Accreditation number:~~ .....

Consent Authority: Maitland City Council

Date of endorsement: 13.3.15

Subdivision Certificate number: 082312 131896

File number: DA08 2312 DA13 1896

*Strike through if inapplicable

Statements of intention to dedicate public roads, public reserves and drainage reserves

IT IS INTENTO TO DEDICATE ~~DARLASON~~ DARLASTON AVENUE AND THE ROAD WIDENING TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 3 TO THE PUBLIC AS PUBLIC RESERVE SUBJECT TO AN EASEMENT FOR WASTE WATER PUMP STATION, AN EASEMENT FOR PIPELINE & AN EASEMENT FOR ELECTRICITY & OTHER PURPOSES

Plans used in the preparation of survey/compilation

D.P.788219
D.P.1180890
D.P.1062707

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 13061

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

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered 13.4.2015

Office Use Only

DP1207153

PLAN OF SUBDIVISION OF LOT 2 D.P.788219

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 : 082312 131896

Date of Endorsement : 13.3.15

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

1. EASEMENT FOR WASTE WATER PUMPING STATION VARIABLE WIDTH (B)
2. POSITIVE COVENANT 10 WIDE (C)
3. RIGHT OF CARRIAGEWAY 17 WIDE AND VARIABLE (D)
4. EASEMENT FOR SERVICES 17 WIDE AND VARIABLE (E)
5. EASEMENT TO DRAIN WATER 1.5 WIDE (F)
6. EASEMENT TO DRAIN WATER 17 WIDE AND VARIABLE (G)
7. RIGHT OF ACCESS 17 WIDE AND VARIABLE (H)
8. EASEMENT FOR SERVICES 17 WIDE AND VARIABLE (J)
9. RESTRICTION ON THE USE OF LAND
10. RESTRICTION ON THE USE OF LAND
11. EASEMENT FOR PIPELINE 4 WIDE AND VARIABLE (K)
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (L)
15. RIGHT OF ACCESS 21 WIDE (M)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13061

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

DEPOSITED PLAN ADMINISTRATION SHEET

Office Use Only

Registered 13.4.2015

Office Use Only

DP1207153

PLAN OF SUBDIVISION OF LOT 2 D.P.788219

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 : 082312 131896

Date of Endorsement : 13.3.15

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	N/A	BROOKLAND	PROMENADE	THORNTON
2	N/A	DARLASTON	AVENUE	THORNTON
3	N/A	DARLASTON	AVENUE	THORNTON
4	3	KINGHAM	CIRCUIT	THORNTON
5	5	KINGHAM	CIRCUIT	THORNTON
6	7	KINGHAM	CIRCUIT	THORNTON
7	9	KINGHAM	CIRCUIT	THORNTON
8	11	KINGHAM	CIRCUIT	THORNTON
9	13	KINGHAM	CIRCUIT	THORNTON
10	39	KINGHAM	CIRCUIT	THORNTON
11	17	KINGHAM	CIRCUIT	THORNTON
12	19	KINGHAM	CIRCUIT	THORNTON
13	21	KINGHAM	CIRCUIT	THORNTON
14	23	KINGHAM	CIRCUIT	THORNTON
15	25	KINGHAM	CIRCUIT	THORNTON
16	27	KINGHAM	CIRCUIT	THORNTON
17	29	KINGHAM	CIRCUIT	THORNTON
18	31	KINGHAM	CIRCUIT	THORNTON
19	33	KINGHAM	CIRCUIT	THORNTON
20	35	KINGHAM	CIRCUIT	THORNTON
21	37	KINGHAM	CIRCUIT	THORNTON
22	14	RENNINGTON	STREET	THORNTON
23	12	RENNINGTON	STREET	THORNTON
24	10	RENNINGTON	STREET	THORNTON
25	8	RENNINGTON	STREET	THORNTON
26	6	RENNINGTON	STREET	THORNTON
27	4	RENNINGTON	STREET	THORNTON
28	2	RENNINGTON	STREET	THORNTON
29	1	RENNINGTON	STREET	THORNTON
30	3	RENNINGTON	STREET	THORNTON
31	5	RENNINGTON	STREET	THORNTON
32	7	RENNINGTON	STREET	THORNTON
33	9	RENNINGTON	STREET	THORNTON
34	20	KINGHAM	CIRCUIT	THORNTON
35	18	KINGHAM	CIRCUIT	THORNTON
36	16	KINGHAM	CIRCUIT	THORNTON
37	14	KINGHAM	CIRCUIT	THORNTON

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
38	8	CLOVELLY	STREET	THORNTON
39	6	CLOVELLY	STREET	THORNTON
40	4	CLOVELLY	STREET	THORNTON
41	2	CLOVELLY	STREET	THORNTON
42	3	BROOKLAND	PROMENADE	THORNTON
43	2	KINGHAM	CIRCUIT	THORNTON
44	4	KINGHAM	CIRCUIT	THORNTON
45	6	KINGHAM	CIRCUIT	THORNTON
46	8	KINGHAM	CIRCUIT	THORNTON
47	10	KINGHAM	CIRCUIT	THORNTON
48	12	KINGHAM	CIRCUIT	THORNTON
49	5	CLOVELLY	STREET	THORNTON
50	3	CLOVELLY	STREET	THORNTON
51	5	BROOKLAND	PROMENADE	THORNTON

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13061

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- 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 : 082312 131896

Date of Endorsement : 13.3.15

Executed by THORNTON DEVELOPMENT CORPORATION PTY LIMITED ACN 123 428 875 by:

Director
Print Name: DAVID RICHARD OWENS

Director
Print Name: GRAHAM ROBERT BURNS

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 4659 No. 482

Attorney Signature

Witness Signature

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13061

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- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number : 082312 131896

Date of Endorsement : 13.3.15

NATIONAL AUSTRALIA BANK

Signed sealed and delivered by National Australia Bank Limited by its attorney under power of attorney No. 54 Book 4579

Witness David Hadley Morgan

Attorney

Helen Ord

AUSGRID

SIGNED SEALED AND DELIVERED for and on behalf of Ausgrid by MANAGER PROPERTY & FLEET (ACTING) its duly constituted Attorney pursuant to Power of Attorney registered Book 4677 No. 685.

Attorney STEPHEN JOSEPH MORGAN

Witness

If space is insufficient use additional annexure sheet

Surveyor's Reference: 13061

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ePlan

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

Plan: DP1207153

Plan of Subdivision of Lot 2 D.P.788219 covered by Subdivision Certificate No 131896 dated 13.3.15

Full Name and Address of the Registered Proprietor of the Land

Thornton Development Corporation Pty Limited
(ACN 123428875)
Level 1
1 Newland Street
Bondi Junction NSW 2022

Part 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement profit a prendre , restriction or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s) read(s), bodies or Prescribed Authorities:
1	Easement for Waste Water Pumping Station Variable Width (B)	3	Hunter Water Corporation ABN 46 228 513 446
2	Positive Covenant 10 wide (C)	4 to 9 & 11 to 21 inclusive	Maitland Council
3	Right of Carriageway 17 wide and variable (D)	1	4 to 9 inclusive, 11 to 51 inclusive, Ausgrid and Hunter Water Corporation
4	Easement for Services 17 wide and variable (E)	1	4 to 9 and 11 to 51 inclusive
5	Easement to Drain Water 1.5 wide (F)	36 35 34	37 36 & 37 35, 36 & 37
6	Easement to Drain Water 17 wide and variable (G)	1	4 to 9 and 11 to 51 inclusive
7	Right of Access 17 wide and variable (H)	10	Hunter Water Corporation ABN 46 228 513 446
8	Easement for Services 17 wide and variable (J)	10	Hunter Water Corporation ABN 46 228 513 446

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Plan: DP1207153

Plan of Subdivision of Lot 2 D.P.788219 covered by Subdivision Certificate No 131896 dated 13.3.15

9	Restrictions on the Use of Land	Every Lot except Lot 1, 2, 10, 48, 49, 50 & 51	Every other Lot
10	Restrictions on the Use of Land	Every Lot except Lot 1, 2, 3, 10, 48, 49, 50 & 51	Maitland Council
11	Easement for Pipeline 4 wide and variable (K)	3	Hunter Water Corporation ABN 46 228 513 446
12	Restrictions on the Use of Land	4 to 9, 11 to 26, 31 to 40 & 42 to 51 inclusive	Maitland Council
13	Restrictions on the Use of Land	2, 4 to 9 and 11 to 21 inclusive	Maitland Council
14	Easement for Electricity and Other Purposes 3.3 Wide (L)	3	Ausgrid ABN 67 505 337 385
15	Right of Access 21 wide (M)	2	Lot 1 DP 788219

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Plan: DP1207153

Plan of Subdivision of Lot 2 D.P.788219 covered by Subdivision Certificate No 131896 dated 13.3.15

Part 2 (Terms)

1. **Terms of Easement for Waste Water Pumping Station numbered 1 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 and 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 DECALRED 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 sewage 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.

2. **Terms of Positive Covenant numbered 2 in the plan.**

The proprietor for the time being of any lot burdened shall at all times maintain a landscaped area in the nature of trees and shrubs as approved in accordance with the Landscape plan. The landscape plan is the landscape plan approved by CC2013-2279.

3. **Terms of Right of Carriageway numbered 3 in the plan**

3.1 The owner of the lot benefited may:

(a) By any reasonable means, pass across each lot burdened but only within the site of this easement, to get to or from the lot benefited, and

(b) Do anything reasonably necessary for that purpose, including:

- Entering the lot burdened, and
- Taking anything onto the lot burdened

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Plan: DP1207153

Plan of Subdivision of Lot 2 D.P.788219 covered by Subdivision Certificate No 131896 dated 13.3.15

3.2 In exercising these powers, the owner of the lot benefited must:

(a) Ensure all work is done properly, and

(c) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

(b) Cause as little damage as is practicable to the lot burdened and any improvement on it, and

(c) Restore the lot burdened as nearly as is practicable to its former condition, and

(d) Make good any collateral damage.

3.3 The Right of Carriageway granted to the lots benefited ceases upon the earlier of the date that the Exhibition Village ceases or the lot burdened or any part of it is opened as a public road within the meaning of the *Roads Act 1993.*

3.3 The owner of the lot benefited ~~and Authority benefited~~ hereby appoints the Thornton Development Corporation Pty Limited as its attorney for the purposes of executing any document necessary to release or cancel the recording of the Right of Carriageway simultaneously with the opening of the lot burdened or any part of it as a public road.

4 Terms of Easement for Services numbered 4 in the Plan

Easement for Services terms as set out in Part 11 Schedule 8 of the Act ceasing upon the earlier of the date that the Exhibition Village ceases or the lot burdened or any part of it is opened as a public road within the meaning of the Roads Act 1993.

The owner of the lot benefited hereby appoints the Thornton Development Corporation Pty Limited as its attorney for the purposes of executing any document necessary to release or cancel the recording of the Easement for Services simultaneously with the opening of the lot burdened or any part of it as a public road.

5 Terms of Easement to Drain Water numbered 6 in the Plan

Easement to Drain Water terms as set out in Part 3 Schedule 8 of the Act ceasing upon the earlier of the date that the Exhibition Village ceases or the lot burdened or any part of it is opened as a public road within the meaning of the Roads Act 1993.

The owner of the lot benefited hereby appoints the Thornton Development Corporation Pty Limited as its attorney for the purposes of executing any document necessary to release or cancel the recording of the Easement to Drain Water simultaneously with the opening of the lot burdened or any part of it as a public road.

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Plan: DP1207153

Plan of Subdivision of Lot 2 D.P.788219 covered by Subdivision Certificate No 131896 dated 13.3.15

6 Terms of Right of Access numbered 7 in the Plan

Right of Access terms as set out in Part 11 Schedule 4A of the Act ceasing upon the date that the lot burdened or any part of it is opened as a public road within the meaning of the Roads Act 1993.

7 Terms of Easement for Services numbered 8 in the Plan

Easement for Services terms as set out in Part 9 Schedule 4A of the Act ceasing upon the date that the lot burdened or any part of it is opened as a public road within the meaning of the Roads Act 1993.

8 Terms of the Restriction on the Use of Land numbered 9 in the Plan.

No fence will be erected or permitted to remain erected on any Lot burdened to divide it from any adjoining land owned by the Thornton Development Corporation Pty Limited without the prior written consent of the Thornton Development Corporation Pty Limited but such consent will not be required if the fence is erected without expense to Thornton Development Corporation Pty Limited.

9 Terms of the Restriction on the Use of Land numbered 10 in the Plan.

Until that time the Exhibition Village ceases to operate and Lot 1 is opened as a public road within the meaning of the Roads Act 1993

9.1 No lot burdened shall be used or permitted to be used or occupied for any purpose other than an exhibition home.

9.2 No lot burdened shall be used or permitted to be used or occupied for the purpose of a private residential dwelling.

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Plan: DP1207153

Plan of Subdivision of Lot 2 D.P.788219 covered by Subdivision Certificate No 131896 dated 13.3.15

10 Terms of the Easement for Pipeline numbered 11 in the Plan.

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.

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.

CB

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Plan: DP1207153

Plan of Subdivision of Lot 2 D.P.788219 covered by Subdivision Certificate No 131896 dated 13.3.15

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) it will promptly repair the Pipeline or any Ancillary Works on receiving your request to do so by the Burdened Owner;

(b) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;

(c) 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

(d) 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

(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.

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Plan: DP1207153

Plan of Subdivision of Lot 2 D.P.788219 covered by Subdivision Certificate No 131896 dated 13.3.15

11 Terms of the Restriction on the Use of Land numbered 12 in the Plan.

No development shall be undertaken or permitted to be undertaken on any lot burdened unless it is undertaken in accordance with the recommendations of the Reverb Acoustics Report (November 2013-08-1226-R2) or a more recent acoustics report.

12 Terms of the Restriction on the Use of Land numbered 13 in the Plan.

No direct vehicle access to or from Raymond Terrace Road or Government Road to any lot burdened is permitted without the consent of Maitland City Council.

13 Terms of Easement for Electricity and other Purposes numbered 14 in the Plan.

An easement is created on the terms and conditions set out in memorandum registered number AG 823691. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

The body or persons having the power to release, vary or modify easement numbered 5 on the plan

The registered Proprietor of the lot benefited with the concurrence of Maitland Council

Maitland Council

Leanne Harris

LEANNE HARRIS

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Plan: DP1207153

Plan of Subdivision of Lot 2 D.P.788219 covered by Subdivision Certificate No 131896 dated 13.3.15

EXECUTED by **THORNTON DEVELOPMENT CORPORATION PTY LIMITED (ACN 123428875)** in accordance with Section 127 of the Corporations Act.

.....
Signature of Director

.....
Signature of Director

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 4659 No. 482

.....
Attorney Signature

.....
Witness Signature

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Plan: DP1207153

Plan of Subdivision of Lot 2 D.P.788219 covered by Subdivision Certificate No 131896 dated 13.3.15

National Australia Bank

Signed Sealed and delivered by National Australia Bank Limited by its attorney under power of attorney No. 54 Book 4579

Attorney Helen Ord

Witness David Hadley Morgan

AUSGRID

SIGNED SEALED AND DELIVERED for and on behalf of Ausgrid by..... (MANAGER PROPERTY & FLEET (DELEGATE)) its duly constituted Attorney pursuant to Power of Attorney registered Book 4677 No. 685

Attorney STEPHEN JOSEPH MORGAN

Witness

REGISTERED 13.4.2015

Standard Form Residential Tenancy Agreement

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

IMPORTANT INFORMATION

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

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

AGREEMENT

This Agreement is made on **29 / 02 / 2024** at: **444a High Street, Maitland NSW 2320** NSW ***BETWEEN***

LANDLORD

Other Contact Details: **N/A**

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

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

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

C/ - Valley Estate Agents Pty Ltd

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

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

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

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

Address: **First Floor 444a High Street** ACN: **617 460 894**

Maitland NSW 2320 ABN: **21 617 460 894**

Phone: **(02) 4934 1901** Mobile: Email: **valleyestateagents@email.propertyme.com**

Licence No.: **10059752** Licence Expiry: **25/05/2023**

TERM OF AGREEMENT

The term of this Agreement is:

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

☑ Other (Please specify) **Fifty-two (52) Weeks**

☐ Periodic (no end date)

starting on: **15 / 03 / 2024** and ending on: **13 / 03 / 2025** *(cross out if not applicable)*

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

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

The residential premises are: **8 Darlaston Avenue, Thornton NSW 2322**

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

Double Garage

NOTE: This area is for the storage of a motor vehicle only

RENT/RENT INCREASE

The rent is: **$620.00** per: **Week** payable in advance starting on: **15 / 03 / 2024**

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

Rent Increase 1: Then from: **03 / 05 / 2024** pay: **$650.00** per: **Week**

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

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

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

The method by which the rent must be paid:

(a) to: ..... at: .....

by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

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

BSB: **182-222** Account No.: **3038 41852** Payment Reference: **800002613**

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

~~(c) as follows:~~ .....

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

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

A rental bond of $ **2,240.00** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☑ NSW Fair Trading through Rental Bonds Online.

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

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

No more than **4** persons may ordinarily live in the Premises at any one time.

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

.....

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs:	**Bourkelex Electrical**	Phone:	**0481 461 714**
Plumbing Repairs:	**Hunter Valley Plumbing**	Phone:	**0401 140 555**
Building Repairs:		Phone:	
Other Repairs:	**Valley Estate Agents After Hours (First Option)**	Phone:	**0418 798 694**

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WATER USAGE

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

UTILITIES

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

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

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

SMOKE ALARMS

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

☑ Hardwired smoke alarm ☐ Battery operated smoke alarm

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

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

.....

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

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

.....

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

STRATA BY-LAWS

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

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [*OPTIONAL*]

[*Cross out if not applicable*]

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

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

Landlord

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

Email Address: **valleyestateagents@email.propertyme.com**

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

CONDITION REPORT

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

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated **22 / 07 / 2022** and entered into by the tenant, applies to this Agreement.

TENANCY LAWS

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

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STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:

2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and

2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**

3.1 to pay rent on time, and

3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and

3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. **The landlord agrees:**

4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and

4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and

4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and

4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and

4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and

4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and

4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

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

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

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

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

7.1 that the increased rent is payable from the day specified in the notice, and

7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and

7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:

8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

8.2 cease to be lawfully usable as a residence, or

8.3 are compulsorily appropriated or acquired by an authority.

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

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

10. **The landlord agrees** to pay:

10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and

10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

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

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

10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

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11. **The tenant agrees** to pay:

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

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

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

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

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

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

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

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

12.4 the residential premises have the following water efficiency measures:

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

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

POSSESSION OF THE PREMISES

14. **The landlord agrees:**

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. **The landlord agrees:**

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. **The tenant agrees:**

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. **The tenant agrees**:

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

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

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. **The landlord agrees**:

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

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

(a) are structurally sound, and

(b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

(c) have adequate ventilation, and

(d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

(e) have adequate plumbing and drainage, and

(f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

(g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

(a) are in a reasonable state of repair, and

(b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and

(c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and

(d) are not liable to collapse because they are rotted or otherwise defective.

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

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

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

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

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

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

URGENT REPAIRS

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

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

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

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

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. **The landlord agrees**:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

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

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

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

LANDLORD'S ACCESS TO THE PREMISES

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

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

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24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

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

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. **The tenant agrees**:

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

LOCKS AND SECURITY DEVICES

32. **The landlord agrees**:

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. **The tenant agrees:**

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. **The landlord and the tenant agree** that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

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35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. **The landlord agrees:**

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[*Cross out if not applicable*]

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

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. **The landlord agrees** to:

42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

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

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

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

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

43. **The tenant agrees**:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

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

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

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

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SWIMMING POOLS

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

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

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

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

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

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

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

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

COMBUSTIBLE CLADDING

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

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

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

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

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

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

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

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

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

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.

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

ADDITIONAL TERM - PETS

[*Cross out this clause if not applicable*]

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

Refer Addendum A (Item A1)

DS DS DS

54. The tenant agrees:

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

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

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

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DS DS DS

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54.4 to comply with any council requirements.

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

56.1 **The tenant agrees**:

(a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.

(b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.

(c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.

(d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.

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

ADDITIONAL TERM - CONDITION REPORT

57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.

57.1 The condition report will form part of and be included in this agreement.

57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - INSPECTIONS

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

58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE AND USE OF PREMISES

59. **The tenant agrees**, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:

59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.

59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.

59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.

59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.

59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.

59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.

59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.

59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.

59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.

59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.

59.11 not to affix any television antenna to the premises.

59.12 not to maliciously or negligently damage the premises or any part of the premises.

59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.

59.14 at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.

59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.

59.16 to notify the landlord of any infectious disease at the premises.

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

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

~~**60. Swimming Pool Safety and Maintenance**~~

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

~~(a) handover the pool in a condition that is safe for use~~

~~(b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.~~

~~60.2 During the term of the tenancy:~~

~~(a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:~~

~~(1) child-restraint barriers are in place and properly maintained;~~

~~(2) access gates and doors are securely closed at all times;~~

~~(3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool;~~

~~(4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.~~

~~(b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.~~

~~(c) the tenant is responsible for general maintenance including:~~

~~(1) regular cleaning of filter baskets~~

~~(2) maintaining required water levels~~

~~(3) removing vegetation and other rubbish from the pool~~

~~(4) maintaining the pool water condition~~

~~(5) regular pool services~~

~~(6) payment of costs for all required pool chemicals~~

~~(7) advising the landlord or the agent immediately of any pool related problem.~~

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

~~(a) opportunity to inspect the pool; and/or~~

~~(b) a pool condition report completed by a professional pool service company.~~

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

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

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

ADDITIONAL TERM - RENTAL BOND

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

ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term **the tenant agrees**:

(a) to deliver vacant possession in accordance with the termination notice; and

(b) to deliver up all keys and security devices; and

(c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.

64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:

(a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and

(b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and

(c) the parties are not relieved from their obligations to mitigate any loss on termination; and

(d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.

65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

(a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.

(b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.

(c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.

(d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.

(e) Leave the premises (including the grounds) in a neat and tidy condition.

(f) Fumigate as reasonably required if pets have been on the premises.

(g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.

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

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ADDITIONAL TERM - OCCUPANTS

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

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

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

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

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

ADDITIONAL TERM - STATUTES AND BY-LAWS

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

ADDITIONAL TERM - INSURANCE

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

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

(a) cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or

(b) cause or expose the landlord to any claim on any such insurance policy; or

(c) cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

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

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

ADDITIONAL TERM - PRIVACY

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

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

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

(1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or

(2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or

(3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or

(4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or

(5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or

(6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or

(7) Owners Corporations.

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

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

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

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

ADDITIONAL TERM - DATA COLLECTION

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

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

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

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

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

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(2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or

(3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or

(4) by email, where the party has given express consent in accordance with clause 50; or

(5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.

(c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.

(d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.

(e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.

(f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.

(g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.

(h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES

1. DEFINITIONS

In this agreement:

(1) ***data collection agency*** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.

(2) ***electronic document*** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.

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

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

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

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

(6) ***personal information*** means personal information as defined in the *Privacy Act 1988 (CTH)*.

(7) ***related document*** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.

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

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

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

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

2. CONTINUATION OF TENANCY *(if fixed term agreement)*

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

3. ENDING A FIXED TERM AGREEMENT

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

4. ENDING A PERIODIC AGREEMENT

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

5. OTHER GROUNDS FOR ENDING AGREEMENT

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

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

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

6. WARNING

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

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OTHER ADDITIONAL TERMS

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

Refer Addendum A (Item A2)

SIGNATURES

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

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

SIGNED BY THE LANDLORD: DocuSigned by: Nicole Ansell 9AA7FFC87460480... Date: 13 March 2024

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

LANDLORD INFORMATION STATEMENT

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

SIGNED BY THE LANDLORD: DocuSigned by: Nicole Ansell 9AA7FFC87460480... Date: 13 March 2024

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

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

SIGNED BY THE TENANT: DocuSigned by: 414B668CCE48449... Date: 10 March 2024

(Signature of tenant)

SIGNED BY THE TENANT (2): DocuSigned by: 414B668CCE48449... Date: 13 March 2024

(Signature of tenant 2)

SIGNED BY THE TENANT (3): Date:

(Signature of tenant 3)

SIGNED BY THE TENANT (4): Date:

(Signature of tenant 4)

TENANT INFORMATION STATEMENT

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

SIGNED BY THE TENANT/S: DocuSigned by: 414B668CCE48449... DocuSigned by: 414B668CCE48449... Date: 10 March 2024

(Signatures of tenants)

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

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

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

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

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Addendum A

A1. Additional Term - Pets - Detail

Approval for Foxy Dog (1) OUTSIDE ONLY
Tenant agrees when they vacate the premises they will have the property professionally sprayed and fumigated for flees inside and outside. Tenant will also have the carpets professionally cleaned and deodorised and any damage caused by the animal will be at the cost of the tenant

A2. Other Additional Terms

Water Usage Charges - Premises Becomes Water Efficient During the Term of the Agreement
The tenant agrees, if at the time of entering into the Agreement the Premises does not comply with the water efficiency guidelines and then should the Landlord subsequently cause the Premises to become compliant, a water meter reading will be taken after which date the tenant will be liable, subsequent to Clause 11, for payment of water usage charges in accordance with Clause 10.5

Receival of Notices and Correspondence
Valley Estate Agents main point of contact to our tenants including all notices (eg inspections, terminations), rent receipts etc will all be sent to you via email. If at anytime any of your contact details change eg email or mobile phone it is the responsibility of the tenant to let us know of any of these changes.

Vehicles
The parties agree the tenant and/or the tenant's invitees are not to park or store vehicles including trailers on areas other than those designated for parking. NO unregistered cars including tires and parts are to be left lying around the property in a untidy manner. Tenants are not to park on the grass at any time and ensure the council land is clear of any vehicles.

Smoking - House / Unit
No smoking by any tenant or guest is permitted in the indoor areas of the premises including the garage or shedding, nor shall the tenant leave around the premises, debris arising from smoking. Smoke cam penetrate into carpets, curtains and blinds and if found to be the result of smoking the tenant will be responsible for the cost of having the property cleaned and fumigation completed

Repairs & Maintenance - Written Notice
The tenant agrees and confirms all notices made in compliance with the Terms of Agreement must be in writing (emergencies excepted) and emailed to the office, only emergences calls should be made to the office, eg gas leak, urgent water pipe burst

Repairs & Maintenance - Notify Agent of Incomplete/Unsatisfactory Works
Where required maintenance has been carried out, the tenant will notify the agent if in the tenant's opinion the works are unsatisfactory or incomplete.

Inspections
Tenant agrees that all inspection notices will be sent via email. If you do not have an email it will be posted in the mail. In most instances you will be given more than the required 7 days' notice for when a routine inspection is due. If you are unable to be in attendance at this inspection we will be using our service key. Please leave any repairs and maintenance notes on the kitchen bench or call us prior to discuss. WE WILL NOT BE ABLE TO RESCHEDULE OUR INSPECTION TIMES UNLESS YOUR REASON IS VALID. Please note that photos will be taken to send to the landlord.

Plugs
The tenant acknowledges that all plugs for the kitchen, bathroom/s, laundry and the premises in general, remain with the premises at the end of the tenancy. Failing which, the tenant will be responsible for replacement.

Plants (On Timber Flooring)
Plants or their containers are not to be placed directly onto timber floors or decking, tenants must use the appropriate protective plates etc

Pets Security
Security, with respect to pets shall be the responsibility of the tenant. Tenants are to ensure that the fencing and gates are sufficient for their pets before the lease commencement. Tenants are also required to register their pest with the local council and Valley Estate Agency takes no responsibly for injury to pets or other people at the result of the pet.

Permission for Pets
Where the tenant is permitted in accordance with Clause 53 to keep pets on the premises, the tenant agrees such pets will not be allowed in any of the indoor areas of the premises. Upon vacating of the premises tenant agrees that the property will be sprayed for fleas inside and out and carpets deodorised and steamed cleaned by a professional and the tenant to supply the Property manager with a copy of the paid invoice at the vacate inspection. The tenant is expected to ensure the pet is well cared for and shade and water provided at all times.

Pay TV
Parties agree if there is no pay tv service installed or connected to the premises the tenant will not, without first having obtained the landlords approval in writing, have installed or connected to the premises any pay tv service. The landlord's permission shall be in accordance your lease. At the end of the tenancy the tenant will not remove the connection without the landlords approval.

Operations Manuals
All operation manuals relating to the premises and contents are owned by the landlord and must remain in the premises at the end of the tenancy.

Objects Causing Damage
The tenant will not cause to be constructed or placed upon any part of the premises, without first obtaining the written consent of the landlord, any shed, container, above ground pool or other object likely to cause damage to the premises or grounds forming part of the premises including grassed arears on the property.

Inflatable Swimming Pools and Spa Pools
The tenant'/s agree not to construct on and/or use at the premises an inflatable swimming pool or spa pool (other than as is supplied by the landlord) that is capable of being filled with water to a depth of more than 300mm. Such pools are considered swimming pools under the Swimming Pools Act 1992 and require compliant pool fencing and/or pool barriers.

Garden Maintenance
To maintain all garden areas including watering trees and other plants, mowing the lawn, removing from the premises

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Addendum A (continued)

garden rubbish (including pet waste and grass clippings) and keeping plants free from pests and disease. Do not put grass clipping on any of the garden beds, please use the green wasted bin provided.

Garages
The tenant acknowledges that any garage included with the residential premises must primarily be used for parking a motor vehicle only. If cars leak oil a drip tray must be placed underneath to stop the oil spilling onto the garage floor or driveway.

Connection of Services
The tenants acknowledge and agree it is the tenant's responsibility to arrange for connection of electricity, gas and telephone upon commencement of occupancy and termination of services when vacating the premises.

Cleaning of Surfaces and Airing of the premises
All kitchen and bathroom surfaces must be cleaned and treated generally in accordance with manufacturer's instructions and/or any specific instructions given by the landlord. The tenant is encouraged to have carpets cleaned very 12 months to ensure that the carpet is maintained as per the ingoing condition report.

Mould & Mildew
Please make sure you air the premises on a regular basis to assist in the prevention of mould and mildew. It is the tenants responsibility to ensure any mould is cleaned at the property on first inspection and Valley Estate notified if the problem persists, please note the tenant is to ensure all bathrooms and laundry are well ventilated to ensure mould is minimised. If the issue escalates and a mould company is required to attend and they advise the evidence of mould is a result of the tenants lifestyle and the tenant not ventilating the property then this invoice may be payable by the tenant.

Air Conditioning Filters & Exhaust Fans
The tenant's agree to clean the air conditioner filters, ceiling fans and exhaust fans every 3 months and upon vacating the premises.

Break In
The tenant will, in the case of a break in, immediately contact the police, obtain a police report number and then promptly advise the agent of these details. It is the tenants responsibility to ensure the property is secure

Change of Details and Communication
The tenant agrees that all communication to them will be mostly email or text message. The tenant will keep the agent updated with any change of personal details previously provided to the agent including mobile number and email addresses.

Tenancy Database
Where the tenant has breached this Agreement and as a result owes the landlord an amount of that is more than the rental bond or the tribunal has made a termination order, the landlord may list personal information about the tenant in a residential tenancy database. (TICA)

Picture Hooks
Tenant cannot put any picture hooks or attach any items onto the walls of the property without the prior consent of the owner first, they will then receive an approval letter/email advising if the owner is happy to have the hooks installed and the kind of hooks to be used including the amount they may use.

Toilet blockages
Please note if the toilet has a blockage found to be the result of a foreign object then the tenant will be liable for the cost of the plumbers invoice. We would also ask that the tenant does not use deodoriser tables in the event they dislodge and get stuck in the system

Internet Connection
The availability of information for technology, for example, internet and/or NBN, telephone and/or fax and cable TV ect is the sole responsibility of the prospective tenant to make their own investigations before cable TV etc is the sole responsibility of the prospective tenant to make their own investigations before signing your Residential Tenancy Agreement (Refer to Clause 68,69 & 70) of the tenany agreement. Our agency does not have any information to provide regarding services and connections on any area. Particular properties such as the 2 bedroom unit's attached to a house does not have an NBN connection and you will be required to investigate other alternatives for your internet.

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