

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>First National Real Estate Coastside Shellharbour</b> <b>18/23 Addison Street, Shellharbour, NSW 2529</b>	<b>Phone: 02 4295 5033</b> <b>Fax: 02 4295 5066</b>
co-agent		
vendor	<b>JC Eternity7 Pty Ltd ACN 154 449 108 as trustee for JP Choong Superannuation Fund</b>	
vendor's solicitor	<b>ALLAN WONG &amp; CO</b> <b>Kien Hay Centre Suite 505, 431 - 439 Sussex Street, Sydney NSW 2000</b>	<b>Phone: (02) 9211 2112</b> <b>Email: allan@awongsolicitors.com.au</b> <b>Fax: (02) 9211 6205</b> <b>Ref: AW:JL:14251/21</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>14 Hinchinbrook Drive, Shell Cove, New South Wales 2529</b> <b>Registered Plan: Lot 7086 Plan DP 1018660</b> <b>Folio Identifier 7086/1018660</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

witness

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3)☐ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

**Electronic transaction** (clause 30)☐ no ☒ YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make a *GSTRW* payment  
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.***GSTRW* payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW* rate (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
  - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
  - 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
  - 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
  - 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
  - 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
  - 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust 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 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
    - 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
    - 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
    - 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
    - 16.4 The legal title to the *property* does not pass before completion.
    - 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
    - 16.6 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**
    - 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
      - 16.7.1 the price less any:
        - deposit paid;
        - *FRCGW remittance* payable;
        - *GSTRW payment*; and
        - amount payable by the vendor to the purchaser under this contract; and
      - 16.7.2 any other amount payable by the purchaser under this contract.
    - 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
    - 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
    - 16.10 On completion the deposit belongs to the vendor.
  - **Place for completion**
    - 16.11 *Normally*, the *parties* must complete at the completion address, which is –
      - 16.11.1 if a special completion address is stated in this contract - that address; or
      - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
      - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
    - 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
    - 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
  - 17.2 The vendor does not have to give vacant possession if –
    - 17.2.1 this contract says that the sale is subject to existing tenancies; and
    - 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
  - 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
  - 18.2 The purchaser must not before completion –
    - 18.2.1 let or part with possession of any of the *property*;
    - 18.2.2 make any change or structural alteration or addition to the *property*; or
    - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
  - 18.3 The purchaser must until completion –
    - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
    - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

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

## 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached ~~was~~ attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by 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 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

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

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

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

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

## **26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
  - 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
  - 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
  - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
    - bear equally any disbursements or fees; and
    - otherwise bear that *party's* own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
  - 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 30.13 If the 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties'</i> <i>Conveyancing Transaction</i> ;   |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ECNL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>               | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

14 Hinchinbrook Drive SHELL COVE NSW 2529

**SPECIAL CONDITIONS**  
**ANNEXED TO CONTRACT FOR SALE OF LAND**  
 2019 EDITION

**33 Amendments to standard clauses of the contract**

The standard clauses of this printed contract are amended as follows:

- a) Clause 1: delete the words “a building society or a credit union” in the definition of *bank*
- b) Clause 5.2.3 – delete
- c) Clause 7.1.1 – the words “exceeds 5% of the price” is replaced by “exceeds 0.5% of the price”.
- d) Clause 8.1.1 – delete the words “on reasonable grounds”
- e) Clause 8.2 – delete
- f) Clause 10.1 – add the words “or delay completion” after the word “terminate”
- g) Clause 12.2 – delete the words “if necessary in the name of the Vendor”
- h) Clause 13.2 – delete
- i) Clause 14.2 – the addition of the following sentence after the word “completion”: -
 

“The amounts and figures for water consumption furnished by the relevant water rating authority even if estimated or provisional shall be conclusive for the purposes of such apportionment and adjustment.”
- j) Clause 14.4 – delete the word “not” and replace “but” with “and”
- k) Clause 14.4.1 – insert “and” at the end of clause
- l) Clause 14.4.2 – by deletion of the whole clause and the insertion of the following Clause instead:-
 

“by adjusting the amount that would have been payable if at the start of the years:-

  - If the person who owned the land owned other lands, by calculating its separate taxable value on a proportional basis based on the calculation of the land out of the total valuation of all lands;
  - If the land was subject to a special trust or owned by a non-concessional company, no adjustment shall be allowed for the land tax concessions for the land.”
- m) Clause 16.8 – delete

- n) Clause 16.12 - delete the words "if it is in NSW, but the Vendor must pay the Purchaser's additional expenses, including any agency or mortgagee fee"
- o) Clause 16.13 – replace by: "If the Purchaser requests the Vendor to complete this contract at a place that is not the completion address and the Vendor in its absolute discretion agrees to do so, then the Purchaser shall:
  - i) Pay to Vendor's solicitors a fee of \$165.00 (Inclusive of GST) if the location for settlement requested by the Purchasers is some place in The Central Business District of Sydney; and
  - ii) Reimburse to the Vendor any additional fees incurred by the Vendor to mortgagees or any other person required by the Vendor to be in attendance at the settlement at the location requested by the Purchasers"
- p) Clause 23.6.1 – delete
- q) Clause 23.13 – delete "at least 7 days"
- r) Clause 23.14 – delete first sentence
- s) Clause 23.15 - delete
- t) Clause 24.1 – delete
- u) Clause 24.4.2 – delete
- v) Clause 24.4.3 – delete the last 2 bullet points
- w) Clause 31.4 – replace "7 days" with "3 days"

### **34 Condition of Auction**

- a) The Purchaser acknowledges that the Auction Conditions of Sale appearing at the bottom of page 5 of the standard contract are deleted and replaced by the following:
  - i) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
    - a. The Vendor's reserve price must be given in writing to the auctioneer before the auction commences.
    - b. A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the Vendor.
    - c. The highest bidder is the Purchaser, subject to the reserve price
    - d. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

- e. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion is not in the best interests of the Vendor
  - f. A bidder is taken to be principal unless, before bidding the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - g. A bid cannot be made or accepted after the fall of the hammer.
  - h. As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.
- ii) The following conditions, in addition to those prescribed by in paragraph (a) are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- a. All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - b. One bid only may be made by or on behalf of the Vendor. This includes a bid made by the auctioneer on behalf of the Vendor.
  - c. When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the auctioneer must clearly state that the bid was made by or on behalf of the Vendor or auctioneer.

### **35 Inspections by Purchaser**

- a) 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.

### **36 Mortgages, Charges and Caveats**

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

### **37 Representations, warranties and acknowledgements**

- a) 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.

**38 Purchaser's warranty on agent**

- a) 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.
- b) It is agreed that these indemnities shall be continuing indemnities not merging on completion.

**39 Provision on death, mental illness, liquation**

- a) 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 the Purchaser and if more than one Purchaser then any one of them prior to completion:-
  - (i) Die or become mentally ill;
  - (ii) Being a company resolve to go into liquidation or have petition for the winding up of the Purchaser presented 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 in respect of the Purchaser;

then the Vendor may rescind this contract by notice in writing to the Purchaser and thereupon this contract shall be at end and the provisions of Clause 19 shall apply.

**40 Purchaser's obligations**

- a) 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.

**41 FIRB approval**

- a) The Purchaser warrants that it does not require the consent of the Foreign Investment 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.

**42 Interest for late completion**

- a) If completion does not take place on or before the date specified by this contract, the Purchaser shall pay interest to the Vendor at the rate of 12% per annum on the balance of the purchase price and any other moneys owing pursuant to this contract as from the due date for completion until the date of actual completion. However if at the date stipulated for completion the Vendor is unable or unwilling to complete, interest shall not commence to run until the Vendor is ready willing and able to complete.

- b) If the Vendor is required to re book completion then the Purchaser agrees that on completion the Purchaser must pay to the Vendor Vendor's solicitors a fee of \$330 (Inclusive of GST) for each cancellation and rebooking of completion, provided that the cancellation is not caused by the Vendor. This is an essential term of this contract and it is agreed by the parties that this sum is genuine pre-estimate of part of the Vendor's damage as a result of the Purchaser not completing on the date for completion under the contract due to the delay in completion.
- c) If the Vendor is required to re book completion with the Vendor's discharging mortgagee then the Purchaser agrees that on completion the Purchaser must pay to the Vendor the fee incurred for each cancellation and rebooking of completion, provided that the cancellation is not caused by the Vendor.

#### **43 Tax File Number**

- a) Further to clause 2 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 not 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

#### **44 Release of deposit**

- a) The Purchaser agrees to release that part of the deposit at any such time as the Vendor may require to be used by the Vendor for the payment of:
  - (i) the whole or part of the deposit payable by the Vendor on the purchase of another property;
  - (ii) the whole or part of the stamp duty on the contract in respect of the purchase of such other property; and/or
  - (iii) the whole or part of the land tax charges (including land tax surcharge) in respect of this property.
- b) If such release is required at the time of making this contract, then the deposit shall be paid in the manner directed by the Solicitor for the Vendor otherwise the deposit or part thereof shall be released by the deposit holder as directed in writing by the 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 2 thereof.

#### **45 Smoke Alarm**

- a) Pursuant to the Conveyancing (Sale of Land) Amendment (Smoke Alarms) Regulation 2006, the Vendor states that the property complies with Division 7A (Smoke Alarms) of Part 9 ( Fire Safety and Matter Concerning the Building Code of Australia) of the Environmental Planning and Assessment Regulation 2000 as amended by the Environmental Planning and Assessment Amendment (Smoke Alarms) Regulation 2006.

**46 Chemical treatment**

- a) The Purchaser shall not call upon the Vendor to carry out any repairs or chemical treatment for pest infestation, if any, whatsoever in relation to the property sold nor shall the Vendor call upon the Purchaser to contribute to the cost of such repairs of chemical treatment

**47 State Environmental Planning Policy (SEPP) 25 and 28**

- a) The Vendor discloses that SEPP 28 has been repealed and that some provisions of SEPP 25 and SEPP 12 that allowed subdivision of dual occupancies have been repealed and the attached Section 149 Certificate may be inaccurate in respect of those matters.

**48 Transfer**

- a) The Purchaser acknowledges that sufficient information for the form of Transfer is disclosed in the contract and the Purchaser does not require the Vendor to serve further information pursuant to clause 4.2.
- b) The Purchaser shall serve the Transfer on the Vendor in accordance with the contract. Should the Purchaser serve a Transfer not in accordance with the contract at least fourteen (14) days before the completion date under the contract the Purchaser shall pay on completion the sum of \$165.00 inclusive of GST.

**49 Rescission pursuant to Section 66U of the Conveyancing ACT 1919**

- a) 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:
  - i) To the Vendor – the amount forfeited under Section 66V of that Act (0.25% of the purchase price), and
  - ii) To the Purchaser – the balance of the deposit

**50 Survey Report/Building Certificate**

- a) The Purchaser acknowledges that the Vendor is not in possession of a survey report or building certificate under Section 149D of the environment Planning and Assessment ACT 1979 (Building Certificate) and the Purchaser must not request the Vendor to supply a survey report or building Certificate on or before completion.
- b) Despite anything contained in this contract or rule of law to the contrary, the Vendor is not required to do any work or expend any money or in relation to the property nor to make application for or do anything towards obtaining a Building Certificate.
- c) If the Purchaser wishes to obtain a Building Certificate the Purchaser must apply for it at the Purchaser's expense. If the relevant local council refuses or fails to issue the Building Certificate, the reason for the refusal or failure will not constitute a defect on title and the Purchaser must not make any objection requisition or claim for compensation or seek to rescind or terminate this contract or to delay completion because of any matter arising from an application for a Building Certificate.

**51 Building Certificate**

- a) The Vendor does not have a Building Certificate
  - (i) The Purchaser is not entitled to require the Vendor to:
    - a. Apply for or do anything to obtain a Building Certificate; nor
    - b. Comply with local council's requirements for the issue of a Building Certificate
  - (ii) Completion of this contract is not conditional on the Vendor or the Purchaser obtaining a Building Certificate

**52 Strata Title/Community Title - Special Levy**

- a) If a contribution is not a regular periodic contribution then the Purchaser is liable for the contribution from the date of this contract even if it is not disclosed in this contract and whether or not it was levied before the contract date.

**53 Requisitions on Title**

- a) Subject to any prescribed items implied by law, the purchaser accepts the vendor's title to the property and waives all requisitions (including standard form requisitions) and objections to title.

**54 Goods & Services Tax**

- a) "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.
- b) Notwithstanding any other provisions of this agreement, if for any reason this sale is not accepted by the Commissioner of Taxation as GST-free, as a non-taxable supply:
- c) 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;
- d) 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.
- e) The provisions of this Clause shall not merge on completion.

**55 Swimming Pool**

- a) Where the property contains a swimming pool, then:
  - i) 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;
  - ii) The Purchaser agrees that after completion the purchase 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;

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

## **56 Director Guarantees**

- a) If the Purchaser is corporation which is not listed on the Australian Stock Exchange, the Vendor may give notice to the Purchaser requiring the Purchaser to do the following within five business days of the date of that notice:
  - i) obtain a Guarantee executed by each of the directors, officers, shareholders or members listed in the notice; and
  - ii) deliver the Guarantee, duly executed, to the Vendor's solicitors

## **57 Particulars of Title**

- a) Notwithstanding any provision herein to the contrary the Purchaser 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.
- b) The Purchaser shall not be entitled to make any requisition objection or claim for compensation in respect of any of the following:
  - i) Any encroachments by upon the subject property;
  - ii) The position of any building fences structures improvements drains pipes or electrical cables (if any);
  - iii) Any other matter which may be referred to or disclosed in a survey report whether such survey report is annexed hereto or not.

## **58 Purchaser's acknowledgement**

- a) The Purchasers acknowledge that they are purchasing the property and shall take this property 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 or:
  - (i) The nature, location, availability or non-availability of any services, or
  - (ii) If any such service is a joint service with any other property or properties, or
  - (iii) 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

- (iv) 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.

## **59 Notice to Complete**

- a) It is expressly agreed between the parties that if completion does not take place by the completion date, then either party may at any time after the completion date, serve a Notice stipulating a date for completion being not less than fourteen (14) days after the date of service of such Notice. The party on whom such Notice is served, may at his or her own discretion, complete at any time before the date stipulated in the Notice to complete.
- b) 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.
- c) 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 42 hereof the Purchaser shall also pay the Vendor's Solicitors the sum of Four Hundred and Forty Dollars (\$440.00) 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.

## **60 Copies of Parties' Signatures**

- a) In this clause 60:
  - (i) Purchaser's Signature Copy means a photograph, photocopy or scanned copy of a signature of the Purchaser (or any person or persons signing as, or on behalf of , the Purchaser), and
  - (ii) Vendor's Signature Copy means a photograph, photocopy or scanned copy of a signature of the Vendor (or any person or persons signing as, or on behalf of , the Vendor), and
  - (iii) Signature Copy means a photograph, photocopy or scanned copy of a signature of any party (or any person or persons signing as, or on behalf of, a party), and includes a Purchaser's Signature Copy and a Vendor's Signature Copy.
- b) Clause 60c) and 60e) will apply if this contract has been entered into utilising a Signature Copy.
- c) If the Purchaser utilised a Signature Copy in entering this contract the original of the Signature Copy must be provided to the Vendor within 14 days of the contract date.
- d) If the Vendor utilised a Signature Copy in entering this contract the original of the Signature Copy must be provided to the Purchaser before completion.
- e) Despite:
  - (i) the parties having entered into this contract utilising a Signature Copy; and

(ii) the provisions of clause 60c),

the parties acknowledge and agree that:

- i. it is their intention to be bound by this contract on the contract date; and
- ii. The enforceability of this contract is not affected by the use of the Signature Copy.

## **61 Electronic Signature**

(a) The Vendor discloses that the contract may be signed by electronic means in accordance with section 9 of the *Electronic Transactions Act 2000* (NSW).

(b) The parties acknowledge and agree that:

- a. The Vendor has consented to the use of an electronic means to sign the contract;
- b. It is parties' intention to be bound by this contract on the contract date;
- c. The enforceability of this contract is not affected by the use of an electronic or digital signature; and
- d. The Purchaser will not be provided with a hard copy contract counterpart after exchange.

(c) The Purchaser cannot make a claim or requisition or rescind or terminate in respect of any matter disclosed or referred to in this clause 61.



FOLIO: 7086/1018660

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
10/4/2021	2:00 PM	4	16/4/2012

LAND

----

LOT 7086 IN DEPOSITED PLAN 1018660  
AT SHELL COVE  
LOCAL GOVERNMENT AREA SHELLHARBOUR  
PARISH OF TERRAGONG COUNTY OF CAMDEN  
TITLE DIAGRAM DP1018660

FIRST SCHEDULE

-----

JC ETERNITY7 PTY LTD (TZ AG925264)

SECOND SCHEDULE (4 NOTIFICATIONS)

-----

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP866484 EASEMENT FOR DRAINAGE OF WATER 1 WIDE APPURTENANT TO  
THE LAND ABOVE DESCRIBED
- 3 DP1018660 RESTRICTION(S) ON THE USE OF LAND
- 4 AA767663 COVENANT

NOTATIONS

-----

UNREGISTERED DEALINGS: NIL

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

14251

PRINTED ON 10/4/2021

SIGNATURES AND SEALS ONLY



THE COMMON SEAL of the  
COUNCIL OF THE CITY OF  
SHELLHARBOUR was affixed  
on the 16th day of  
September, 2000, in  
pursuance of a resolution of  
Council passed on the 16th  
day of September, 2000.

MAYOR

GENERAL MANAGER

SCHEDULE OF  
SHORT AND CURVED BOUNDARIES  
FOR SHEET 1

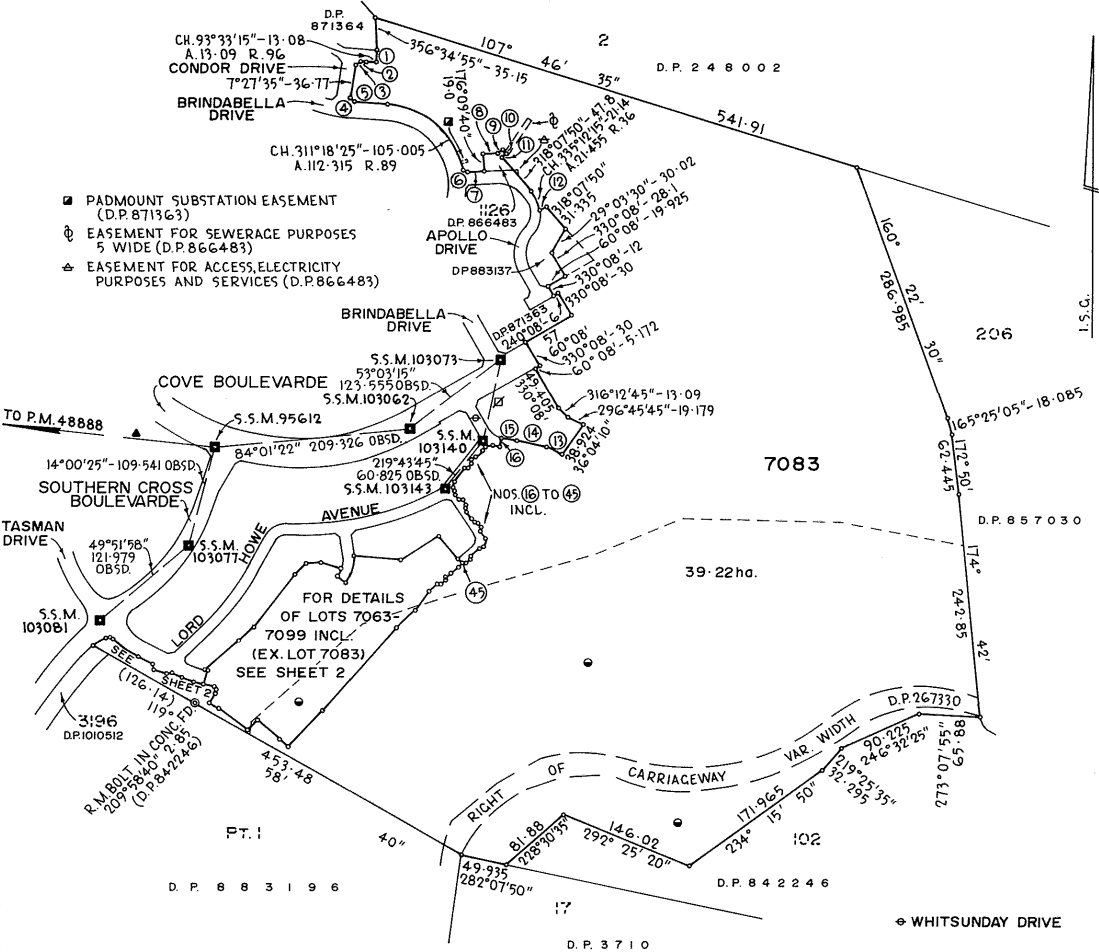
N <sup>o</sup>	BEARING	DIST.	ARC	R.A.D.
1	359°38'50"	13.0		
2	97°27'35"	6.105		
3	52°27'35"	5.655		
4	321°18'25"	5.545		
5	275°09'20"	38.23		
6	305°53'30"	6.205		
7	266°09'40"	18.75		
8	266°09'40"	14.295		
9	234°08'00"	7.61		
10	324°08'00"	7.0		
11	54°08'00"	7.0		
12	244°55'40"	6.485		
13	114°40'47"	18.816	18.815	64
14	103°18'13"	31.003	31.017	304
15	100°22'50"	16.829		
16	190°22'50"	10		
17	287°26'49"	7.873	7.893	32
18	74°17'25"	8.969		
19	34°14'15"	5.013		
20	226°53'10"	9.737	9.816	22.25
21	49°14'06"	6.338	6.372	17.75
22	353°17'30"	3.534		
23	38°17'30"	6.414		
24	83°17'30"	3.536		
25	38°17'30"	17.286		
26	3°15'01"	7.464	7.951	6.5
27	163°29'25"	3.426	3.467	6.5
28	342°10'13"	2.571	2.608	4.5
29	145°34'10"	6.615		
30	100°34'10"	3.536		
31	145°34'10"	6.414		
32	190°34'10"	3.537		
33	154°09'32"	4.741	4.756	17.25
34	325°34'08"	8.94	9.065	15.75
35	136°58'44"	4.741	4.756	17.25
36	100°34'10"	3.537		
37	145°34'10"	6.414		
38	10°34'10"	3.536		
39	145°34'10"	10.715		
40	200°56'32"	8.722	10.244	5.3
41	62°50'35"	4.426	4.468	9.5
42	49°22'15"	12.593		
43	4°22'15"	3.536		
44	49°22'15"	6.414		
45	94°22'15"	3.534		

## FOR SHEET 2

46	125°56'00"	6.684		
47	42°07'23"	6.592	6.608	27.75
48	229°22'16"	10.818	10.928	22.25
49	56°37'08"	6.592	6.608	27.25
50	4°22'15"	3.535		
51	94°22'15"	3.535		
52	143°07'40"	5.207		
53	120°26'15"	4.624		
54	75°03'24"	4.624		
55	49°15'49"	0.585	0.585	156
56	46°23'04"	15.087	15.093	156
57	42°34'14"	5.676	5.676	156
58	89°32'27"	6.727		
59	174°37'28"	6.843		
60	173°30'55"	6.727		
61	216°30'39"	6.297	6.305	36
62	201°18'48"	12.726	12.793	36
63	181°22'12"	12.209	12.269	36
64	171°36'25"	0.523		

## SCHEDULE OF REFERENCE MARKS FOR SHEET 2

N <sup>o</sup>	BEARING	DISTANCES	MARK
C	24°11'00"	3.305 & 12.395	D.H.&W.IN KERB FD.(D.P.1012373)
D	14°15'00"	3.40 & 11.80	" " " " "
E	301°44'00"	3.02 & 9.17	D.H.&W.IN KERB
F	301°45'00"	2.95 & 9.15	" " " " "
G	330°16'00"	3.43 & 11.57	" " " " "
H	9°34'00"	12.37	S.S.M.105373
J	81°36'25"	2.60 & 9.0	D.H.&W.IN KERB FD.(D.P.1012373)
K	81°36'25"	2.80 & 9.07	" " " " "
L	131°31'40"	2.89 & 9.0	D.H.&W.IN KERB
M	122°17'00"	2.93 & 9.09	" " " " "
N	20°03'00"	3.965 & 12.43	" " " " "
O	313°32'20"	3.02 & 9.115	" " " " "
P	228°40'10"	19.215	S.S.M.122450
Q	43°09'45"	3.35 & 11.515	D.H.&W.IN KERB
R	330°21'00"	3.16 & 9.66	" " " " "
S	331°31'40"	3.03 & 9.095	" " " " "
T	319°21'15"	2.965 & 9.14	" " " " "
U	305°56'00"	2.60 & 9.30	D.H.&W.IN KERB FD.(D.P.1012373)
V	254°42'35"	16.338	S.S.M.103144 FD.(D.P.1012373)



DP1018660

Registered: AE 2110101  
C.A.: SEE CERTIFICATE  
Title System: TORRENS  
Purpose: SUBDIVISION  
Ref. Map: W8270-8#, 82#  
Last Plan: DP1012373

PLAN: OF SUBDIVISION OF  
LOT 7065 IN DP1012373

Lengths are in metres. Reduction Ratio 1:4000

L.G.A.: SHELLHARBOUR

Locality: SHELL COVE

Parish: TERRAGON

County: CAMDEN

This is sheet 1 of my plan in 2 sheets.  
(Delete if inapplicable)

Surveyors (Practice) Regulation 1996  
I, BRUCE ERNEST SMITH  
of CRAVEN, ELLISTON & HAYES (DAPTO) PTY. LTD.  
a surveyor registered under the Surveyor's Act, 1929, hereby  
certify that the survey represented in this plan is accurate, has  
been made in accordance with the Surveyors (Practice)  
Regulation 1996 and was completed on 25 AUG 2000.  
The survey relates to LOTS 7063 - 7099 INCL.  
EXCEPT LOT 7083 WHICH IS COMPILED.  
(here specify the land actually surveyed or specify any land  
shown in the plan that is not the subject of the survey)  
Datum Line: P.M. 48888 - S.S.M. 95612  
Zone: Suburban/Country  
(Signature)   
Surveyor registered under the Surveyors Act, 1929

Plans used in preparation of survey/compilation

D.P. 871363  
D.P. 1010512  
D.P. 1012373

ABN 81 056 544 604

PANAL FOR USE ONLY for statements of intention to  
dedicate public roads, to create public reserves, drainage  
reserves, easements, restrictions on the use of land or  
positive covenants.

PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919, AS AMENDED,  
IT IS INTENDED TO CREATE:  
1. EASEMENT FOR DRAINAGE OF WATER  
1.5 WIDE  
2. EASEMENT FOR PADMOUNT  
SUBSTATION 2.75 WIDE  
3. RESTRICTION ON THE USE OF LAND  
4. RESTRICTION ON THE USE OF LAND  
5. RESTRICTION ON THE USE OF LAND

IT IS INTENDED TO DEDICATE  
HINCHINBROOK DRIVE, ROTTNEST CLOSE,  
MONTAGUE CRESCENT, THURSDAY AVENUE  
AND NORFOLK CRESCENT, TO THE PUBLIC  
AS ROAD.  
IT IS INTENDED TO DEDICATE LOT 7082  
TO THE PUBLIC AS PUBLIC RESERVE.  
HINCHINBROOK DRIVE, MONTAGUE CRESCENT,  
THURSDAY AVENUE AND THE PUBLIC RESERVE  
ARE BEING DEDICATED SUBJECT TO THE  
RESTRICTION ON THE USE OF LAND.

## SCHEDULE OF SURVEY MARKS FOUND AT 30.3.2000

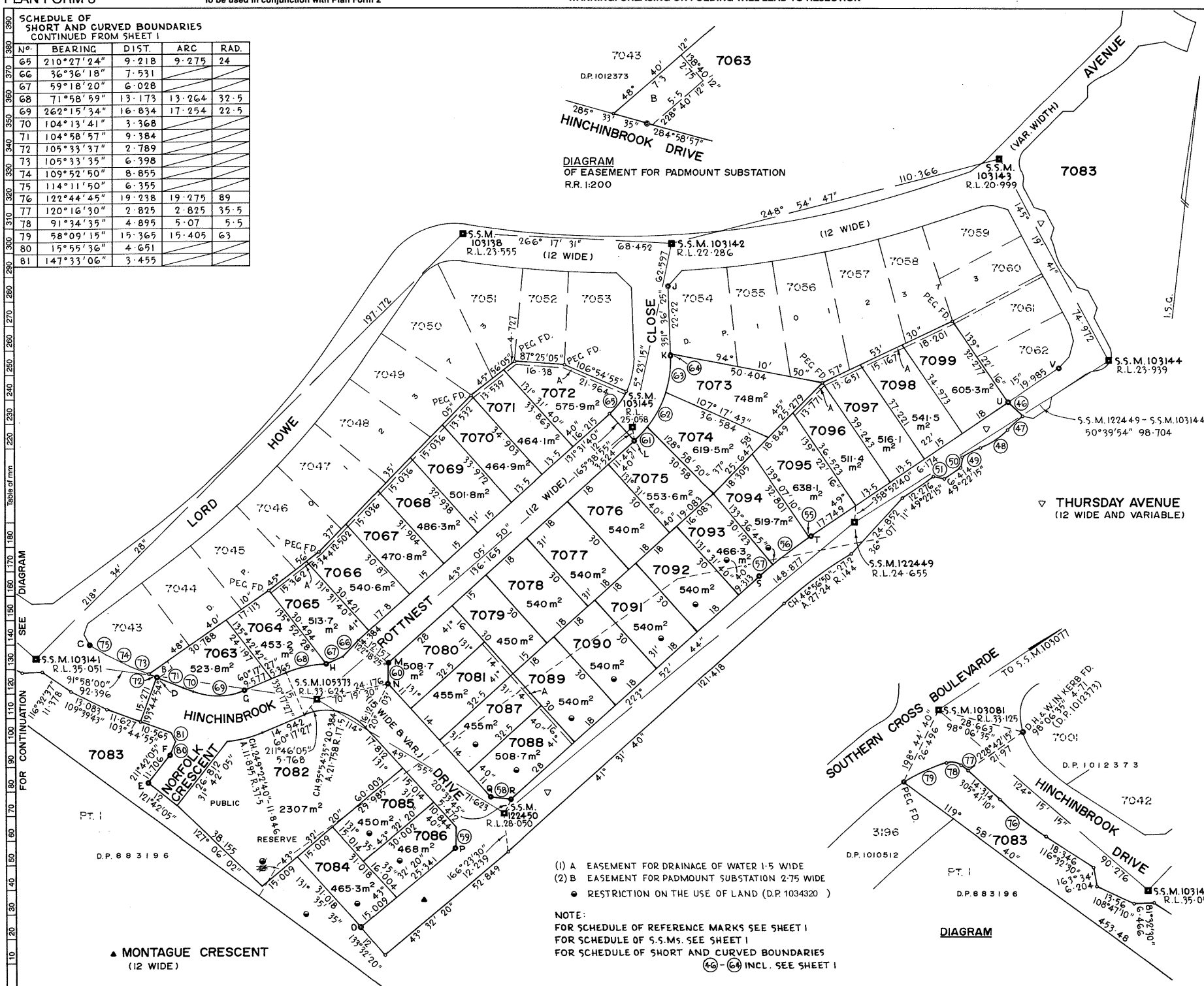
MARK	A.H.D.	1 S.G. CO-ORDINATES EASTING	NORTHING	ZONE	H.V.
P.M. 48888		286 209.381	1170 927.556	56/1	3
S.S.M. 95612	23.346	286 849.661	1170 832.732	56/1	4 3
S.S.M. 103062	16.557	287 057.835	1170 854.528	56/1	4

COMBINED SCALE FACTOR 0.99993  
ORIGIN OF REDUCED LEVELS P.M. 46179 R.L. 35.516

PLAN FORM 3  
To be used in conjunction with Plan Form 2  
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION  
DP1018660  
Registered: AE 210101  
This is sheet 2 of my plan in 2 sheets dated 25-8-00  
Surveyor registered under Surveyors Act 1929  
This is sheet 2 of the plan of 2 sheets of covered by subdivision certificate No. 231398 of  
Authorised Person (General Manager/Authorised-Certifier)  
For use where space is insufficient in any panel on Plan Form 2.  
Reduction Ratio 1: 800  
SURVEYOR'S REFERENCE: D 00122 / PC 7A 2

SCHEDULE OF SHORT AND CURVED BOUNDARIES CONTINUED FROM SHEET 1

N°	BEARING	DIST.	ARC	RAD.
65	210°27'24"	9.218	9.275	24
66	36°36'18"	7.531		
67	59°18'20"	6.028		
68	71°58'59"	13.173	13.264	32.5
69	262°15'34"	16.834	17.254	22.5
70	104°13'41"	3.368		
71	104°58'57"	9.384		
72	105°33'37"	2.789		
73	105°33'35"	6.398		
74	109°52'50"	8.855		
75	114°11'50"	6.355		
76	122°44'45"	19.238	19.275	89
77	120°16'30"	2.825	2.825	35.5
78	91°34'35"	4.895	5.07	5.5
79	58°09'15"	15.365	15.405	63
80	15°55'36"	4.651		
81	147°33'06"	3.455		



(1) A EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE  
(2) B EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE  
● RESTRICTION ON THE USE OF LAND (D.P. 1034320 )

NOTE:  
FOR SCHEDULE OF REFERENCE MARKS SEE SHEET 1  
FOR SCHEDULE OF S.S.M.S. SEE SHEET 1  
FOR SCHEDULE OF SHORT AND CURVED BOUNDARIES (46) - (64) INCL. SEE SHEET 1

DP1018660

Registered: AE 210101

This is sheet 2 of my plan in 2 sheets dated 25-8-00

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets of covered by subdivision certificate No. 231398 of

Authorised Person (General Manager/Authorised-Certifier)

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

Reduction Ratio 1: 800

SURVEYOR'S REFERENCE: D 00122 / PC 7A 2

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

(Sheet 1 of 10 Sheets)

**DP1018660**

Plan of Subdivision of  
Lot 7065 in DP 1012373 covered by  
Council's Certificate No. 2313/98

**Full name and address of  
Proprietor of land:**

the Council of the City of Shellharbour  
Lamerton House  
Lamerton Crescent  
Shellharbour City Centre NSW 2529

**PART 1**

- 1. Identity of easement or restriction firstly referred to in the abovementioned Plan**                      **Easement for drainage of water 1.5 wide**

**Schedule of Lots etc. affected**

**Lots Burdened:**

7065  
7066  
7067  
7068  
7069  
7070  
7071  
7072  
7081  
7087  
7088  
7096  
7097  
7098  
7099

**Lots, Name of Road or Authority Benefited:**

7064  
7064, 7065  
7064, 7065, 7066  
7064 to 7067 inclusive  
7064 to 7068 inclusive  
7064 to 7069 inclusive  
7064 to 7070 inclusive  
7064 to 7071 inclusive  
7079, 7080  
7079, 7080, 7081  
7079, 7080, 7081, 7087  
7095  
7095, 7096  
7095, 7096, 7097  
7095, 7096, 7097, 7098



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

(Sheet 2 of 10 Sheets)

**DP1018660**

Plan of Subdivision of  
Lot 7065 in DP 1012373 covered by  
Council's Certificate No. 2313/98

**PART 1 (continued)**

2. **Identity of easement of restriction secondly referred to in the abovementioned Plan** **Easement for Padmount Substation 2.75 wide**

**Schedule of Lots etc. affected**

**Lots Burdened:**

7063

**Lots, Name of Road or Authority Benefited:**

Integral Energy Australia

3. **Identity of Restriction thirdly referred to in the Plan** **Restriction on the use of land**

**Schedule of Lots etc. affected**

**Lots Burdened:**

7063-7081  
7084-7099

**Lots, Name of Road or Authority Benefited:**

Every other lot

4. **Identity of easement or restriction fourthly referred to in the abovementioned plan** **Restriction on the use of land**

**Schedule of Lots etc. affected**

**Lots Burdened:**

7084, 7085

**Lots, Name of Road or Authority Benefited:**

The Council of the City of Shellharbour



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

(Sheet 3 of 10 Sheets)

**DP1018660**

Plan of Subdivision of  
Lot 7065 in DP 1012373 covered by  
Council's Certificate No. 2313/98

**PART 1 (continued)**

5. **Identity of easement or  
restriction fifthly referred to  
in the abovementioned plan**

**Restriction on the use of land**

**Schedule of Lots etc. affected**

**Lots Burdened:**

7085

**Lots, name of Road or Authority Benefited:**

The Council of the City of Shellharbour

*[Signature]*

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

(Sheet 4 of 10 Sheets)

**DP1018660**

Plan of Subdivision of  
Lot 7065 in DP 1012373 covered by  
Council's Certificate No. 2313/98

**PART 2**

**1. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION SECONDLY REFERRED TO  
IN THE PLAN:**

Full and free right and licence for the Authority Benefited to erect a padmounted substation on the lot burdened for the purpose of transmission of electricity and incidental purposes together with the following rights:

- (a) to enter, pass and repass on the lot burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) and to remain there for any reasonable time with or without workmen materials or machinery, and
- (b) to cut, trim, remove and lop trees, branches, roots, foliage and other vegetation on the lot burdened which encroach on or may interfere with or prevent reasonable access to the easement site or the padmounted substation, and
- (c) to remove any encroachments from the easement site, and
- (d) to excavate the easement site for the purposes of this easement.

In exercising its rights under this easement the Authority Benefited will take reasonable precautions to minimise disturbance to the surface of the lot burdened and will restore that surface as nearly as practicable to its original condition.

The Owner of the lot burdened covenants with the Authority Benefited that the Owner:

- (a) will not erect or permit to be erected any structure on or over the easement site, and
- (b) will not alter the surface level of the easement site or carry out any form of construction affecting its surface, undersurface or subsoil, and
- (c) will not do or permit anything to be done or fail to do anything whereby access to the easement site by the Authority Benefited is restricted

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

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

(Sheet 5 of 10 Sheets)

**DP1018660**

Plan of Subdivision of  
Lot 7065 in DP 1012373 covered by  
Council's Certificate No. 2313/98

**PART 2 (continued)**

**"Authority Benefited"** means Integral Energy Australia (and its successors) and its employees, agents, contractors, and persons authorised by it

**"Owner"** means the registered proprietor from time to time of the land burdened (including those claiming under or through the registered proprietor)

**"Padmount substation"** means a padmounted electricity substation together with any underground or overhead electricity cables and any ancillary electrical equipment.

**"Erect"** includes construct, repair, replace, maintain, modify, use and remove.

**"Easement Site"** means that part of the lot burdened subject to the easement.

The terms implied by s.88A (2A) and Schedule 4A Part 8 of the Conveyancing Act 1919 are excluded.

**2. TERMS OF RESTRICTION ON THE USE OF LAND THIRDLY REFERRED TO IN THE PLAN**

- (a) For a period of 10 years only following the date of registration of this instrument, no building can be erected or be permitted to remain on any lot burdened unless detailed plans and specifications, including the external building materials and colours, of the building have previously been submitted to and approved in writing by an architect nominated for that purpose by the Council of the City of Shellharbour ("Developer") but that approval cannot be unreasonably withheld.
- (b) Not more than one main building can be erected or be permitted to remain on any lot burdened and that main building must not be used for any purpose other than a single residential dwelling but this restriction does not prevent the erection and use of a building or buildings on any lot burdened strictly in accordance with the conditions of the Shell Cove Development Control Plan ("DCP") if the DCP applies to that lot burdened.
- (c) No main building can be erected or be permitted to remain on any lot burdened unless:

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

(Sheet 6 of 10 Sheets)

**DP1018660**

Plan of Subdivision of  
Lot 7065 in DP 1012373 covered by  
Council's Certificate No. 2313/98

**PART 2 (continued)**

- (i) it has a gross floor area of not more than 50% of the area of that lot; and
  - (ii) it is within a 45 degree building envelope line from a 5 metre height at the boundary at natural ground level; and
  - (iii) its height is 8 metres or less above the lower of the natural or finished ground levels.
- (d) On any lot burdened having an area of 450 square metres or greater no main building can be erected or be permitted to remain unless that main building has a gross floor area of 125 square metres or greater.
- (e) No fence can be erected or be permitted to remain on the side boundary facing the street of any corner lot burdened unless it is:
- (i) approved by the Developer; and
  - (ii) constructed of timber (vertical boarding, 3 rail, lapped and capped) or brick of the same colour and texture as used in the dwelling on the lot.
- (f) No earth, stone, gravel or trees can be excavated or removed from any lot burdened except to the extent necessary for the erection of a building promptly following that excavation or removal.
- (g) No fuel storage tanks (except for oil heating purposes) or air conditioning units can be placed on or be permitted to remain on any lot burdened unless those tanks or units are not closer to any street than the front building line and are screened from public areas.
- (h) No noxious, noisy or offensive occupation, trade, business or industry can be conducted or carried out on any lot burdened.
- (i) No advertising hoarding or sign except temporary signs relating to sale of a lot can be erected or displayed or permitted to remain on any lot burdened without the previous written consent of the Developer.



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

(Sheet 7 of 10 Sheets)

**DP1018660**

Plan of Subdivision of  
Lot 7065 in DP 1012373 covered by  
Council's Certificate No. 2313/98

**PART 2 (continued)**

- (j) No building can be erected or be permitted to remain on any lot burdened other than a building constructed with external walls of brick, rendered or bagged cement blocks or bricks or concrete, stone, glass, timber, approved texture coated material, composite cladding or any combination of those materials but the proportion of brick, rendered or bagged cement blocks or bricks or concrete, stone, approved texture coated material or any combination of those materials cannot be less than 50% of the total area of the external walls of that building.
- (k) No building can be erected or be permitted to remain on any lot burdened unless it has a roof of terracotta or cement tiles or of precoated metal.
- (l) No clothes drying facility can be placed on or be permitted to remain on any lot burdened closer to any street than the front building line and any such facility must be screened from public areas.
- (m) No fence can be erected or be permitted to remain on any lot burdened to divide it from any adjoining land owned by the Developer, but only during the ownership of that adjoining land by the Developer its successors and assigns other than purchasers on sale, without the prior written consent of the Developer, but that consent cannot be withheld if that fence is erected without expense to the Developer and that consent is deemed to have been given in respect of every fence for the time being erected.
- (n) No fence can be erected or be permitted to remain on any lot burdened closer to any street than the building line of that street without the prior written consent of the Developer and no other fence can be erected or permitted to remain on any lot burdened unless it is:
  - (i) 1.8 metre in height or less; and
  - (ii) constructed of timber (vertical boarding) or colorbond in the colours of Moss Vale Sand or Beige or Primrose or of brick of the same colour and texture as used in the dwelling on the lot.



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

(Sheet 8 of 10 Sheets)

**DP1018660**

Plan of Subdivision of  
Lot 7065 in DP 1012373 covered by  
Council's Certificate No. 2313/98

**PART 2 (continued)**

- (o) For the purpose of restrictions (c) and (d) above, "gross floor area" means the sum of the areas of each floor of a building where the area of each floor is taken to be the area within the outer face of the external enclosing walls as measured at a height of 1400 millimetres above each floor level.

Gross Floor Area excludes:

- (i) balconies, patios and verandahs
- (ii) garage and carport areas under 45m square in area
- (iii) the combined first floor staircase area and upper level void areas less than 10 metres square in area
- (iv) outbuildings that are less than 20 metres square in area

Note: Areas in excess of the above described areas will be included in the Gross Floor Area of the building.

**3. TERMS OF RESTRICTION ON THE USE OF THE LAND FOURTHLY REFERRED TO  
IN THE PLAN:**

- (a) The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any timber vertical boarding, three rails lapped and capped style fence constructed on the boundary of that lot.
- (b) No fence can be erected or permitted to remain on any lot burdened to divide it from any adjoining public reserve without the prior written consent of the Council of the City of Shellharbour or otherwise than in strict compliance with such conditions as that Council may impose.

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

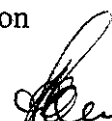
(Sheet 9 of 10 Sheets)

**DP1018660**

Plan of Subdivision of  
Lot 7065 in DP 1012373 covered by  
Council's Certificate No. 2313/98

**PART 2 (continued)**

- 4. TERMS OF RESTRICTION ON THE USE OF THE LAND FIFTHLY REFERRED TO IN THE PLAN:**
- (a) The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration or any "Rod Top" tubular metal style fence constructed on the boundary of that lot.
- (b) No fence can be erected or permitted to remain on any lot burdened to divide it from any adjoining public reserve without the prior written consent of the Council of the City of Shellharbour or otherwise than in strict compliance with such conditions as that Council may impose.



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

(Sheet 10 of 10 Sheets)

**DP1018660**

Plan of Subdivision of  
Lot 7065 in DP 1012373 covered by  
Council's Certificate No. 2313/98

**PART 2 (continued)**

Name of person empowered to release, vary or modify the easement firstly referred to and the restrictions on  
the use of the land thirdly, fourthly and fifthly referred to in the plan:

the Council of the City of Shellharbour

Name of person empowered to release, vary or modify the easement secondly referred to in the plan:

Integral Energy Australia

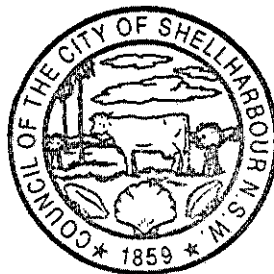
THE COMMON SEAL of the COUNCIL

OF THE CITY OF SHELLHARBOUR

was affixed on *12th September 2000*

pursuant to a resolution of Council passed

on *10th October* 2000

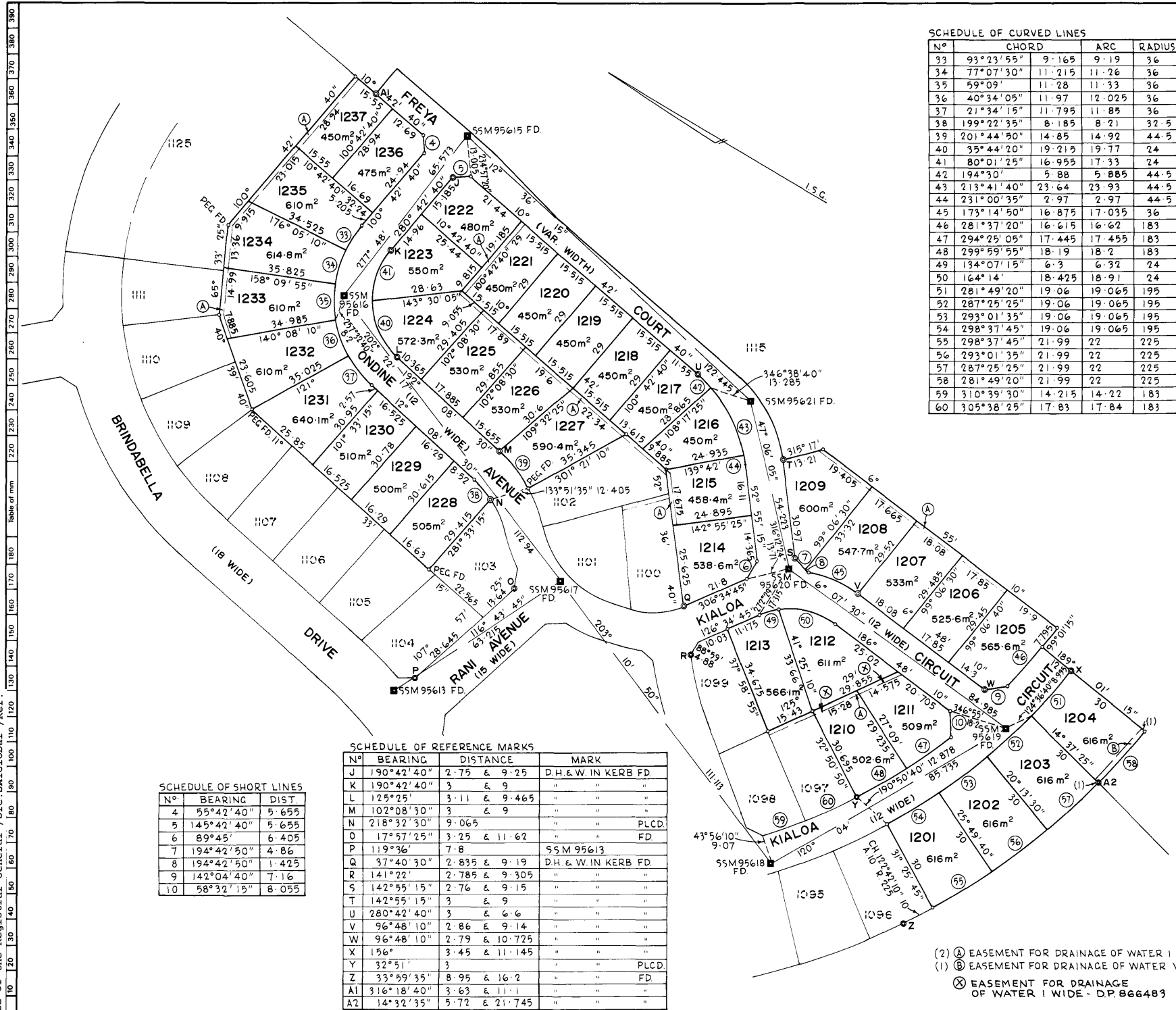


*[Signature]*  
.....  
Mayor

*[Signature]*  
.....  
General Manager



Req:R651460 /Doc:DP 0866484 P /Rev:13-Mar-1997 /NSW LRS /Pgs:ALL /Prt:10-Apr-2021 14:06 /Seq:2 of 2  
© Office of the Registrar-General /Src:SAITGlobal /Ref:



SCHEDULE OF CURVED LINES				
N°	CHORD	ARC	RADIUS	
33	93°23'55"	9.165	9.19	36
34	77°07'30"	11.215	11.26	36
35	59°09'	11.28	11.33	36
36	40°34'05"	11.97	12.025	36
37	21°34'15"	11.795	11.85	36
38	199°22'35"	8.185	8.21	32.5
39	201°44'50"	14.85	14.92	44.5
40	35°44'20"	19.215	19.77	24
41	80°01'25"	16.955	17.33	24
42	194°30'	5.88	5.885	44.5
43	213°41'40"	23.64	23.93	44.5
44	231°00'35"	2.97	2.97	44.5
45	173°14'50"	16.875	17.035	36
46	281°37'20"	16.615	16.62	183
47	294°25'05"	17.445	17.455	183
48	299°59'55"	18.19	18.2	183
49	134°07'15"	6.3	6.32	24
50	164°14'	18.425	18.91	24
51	281°49'20"	19.06	19.065	195
52	287°25'25"	19.06	19.065	195
53	293°01'35"	19.06	19.065	195
54	298°37'45"	19.06	19.065	195
55	298°37'45"	21.99	22	225
56	293°01'35"	21.99	22	225
57	287°25'25"	21.99	22	225
58	281°49'20"	21.99	22	225
59	310°39'30"	14.215	14.22	183
60	305°38'25"	17.83	17.84	183

D P 866484

Registered: 12.03.1997

This is sheet 2 of my plan in 2 sheets dated 22 NOVEMBER 1996

B. E. Smith

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets covered by my Certificate No 3 of 97

General Manager/Authorised Person

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

(2) (A) EASEMENT FOR DRAINAGE OF WATER 1 WIDE

(1) (B) EASEMENT FOR DRAINAGE OF WATER VAR. WIDTH

(X) EASEMENT FOR DRAINAGE OF WATER 1 WIDE - D.P. 866483

Reduction Ratio 1: 800

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

(Sheet 1 of 9 Sheets)

**DP 866484**

Plan of subdivision covered by Council  
Clerk's certificate No. **3** of **97**

**Full name and address of  
the owner of the land:**

The Council of the City of Shellharbour  
Lamerton House  
Lamerton Crescent  
Blackbutt NSW 2529

**PART 1**

**1. Identity of easement  
firstly referred to in  
the plan:**

Easement for drainage of water variable width

**Schedule of lots etc affected**

**Lot burdened:**

1204

**Lot benefited:**

1203

**2. Identity of easement  
secondly referred to in  
the plan:**

Easement for drainage of water 1 wide

**Schedule of lots etc affected**

**Lots burdened:**

1206  
1207  
1208  
1209  
1210  
1211  
1215  
1221

**Lots benefited:**

1205  
1205,1206  
1205-1207 inclusive  
1205-1208 inclusive  
1097,1098 in D.P. **866483**  
~~1097,1098 in D.P. **866483**~~, 1210  
1100, 1101 in D.P. **866483**, 1214  
1100, 1101, 1102 in D.P. **866483**, 1214,  
1215 & 1224-1227 inclusive

  
.....  
General Manager

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

(Sheet 2 of 9 Sheets)

**DP 866484**

Plan of subdivision of covered by Council  
Clerk's certificate No. **3** of **97**

**PART 1 (continued)**

**Lots burdened**

1224

1225

1226

1227

1233

1234

1235

1237

1249

1250

1251

1254

1255

**Lots benefited**

1100, 1101, 1102 in D.P. ~~866483~~ , 1214,  
1215 & 1225-1227 inclusive

1100, 1101, 1102 in D.P. ~~866483~~ 1214,  
1215, 1226, 1227

1100, 1101, 1102 in D.P. ~~866483~~ , 1214,  
1215, 1227

1100, 1101, 1102 in D.P. ~~866483~~ , 1214,  
1215

1232

1232, 1233

1232-1234 inclusive

1232-1235 inclusive

Area designated (U) on plan within lot 1125  
in D.P. ~~866483~~

1249, 1251, 1252 & area designated (U) on  
plan within lot 1125 in D.P. ~~866483~~

1252

1253

1253, 1254

**3. Identity of restriction  
thirdly referred to in  
the plan:**

Restriction on the use of land

**Schedule of lots etc affected**

**Lots burdened:**

1201-1255 inclusive

**Lots benefited:**

Every other lot



General Manager

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

(Sheet 3 of 9 Sheets)

**DP 866484**

Plan of subdivision covered by Council  
Clerk's certificate No. 3 of 97

**PART 1 (continued)**

4. **Identity of restriction  
fourthly referred to in  
the plan:**

Restriction on the use of land

**Schedule of lots etc affected**

**Lots burdened:**

1201-1204 inclusive  
1241-1248 inclusive

**Authority benefited:**

The Council of the City of Shellharbour

5. **Identity of restriction  
fifthly referred to in  
the plan:**

Restriction on the use of land


**Schedule of lots etc affected**

**Lots burdened:**

1204-1209 inclusive  
1237

**Authority benefited:**

The Council of the City of Shellharbour

  
.....  
General Manager

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

(Sheet 4 of 9 Sheets)

**DP 866484**

Plan of subdivision covered by Council  
Clerk's certificate No. 3 of 97

**PART 1 (continued)**

6. **Identity of restriction  
sixthly referred to in  
the plan:**

Restriction on the use of land

**Schedule of lots etc affected**

**Lots burdened:**

1201-1204 inclusive

**Authority benefited:**

The Council of the City of Shellharbour

7. **Identity of restriction  
seventhly referred to in  
the plan:**

Restriction on the use of land

**Schedule of lots etc affected**

**Lots burdened:**

1201-1213 inclusive  
1249-1254 inclusive

**Authority benefited:**

The Council of the City of Shellharbour



.....  
General Manager

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

(Sheet 5 of 9 Sheets)

**DP 866484**

Plan of subdivision covered by Council  
Clerk's certificate No. 3 of 97

**PART 2**

1. **Terms of restriction on the use of land thirdly referred to in the plan:**
  - (a) For a period of 10 years only following the date of registration of this instrument, no building can be erected or be permitted to remain on any lot burdened unless detailed plans and specifications, including the external building materials and colours, of the building have previously been submitted to and approved in writing by an architect nominated for that purpose by The Council of the City of Shellharbour ("Developer") but that approval cannot be unreasonably withheld.
  - (b) Not more than one main building can be erected or be permitted to remain on any lot burdened and that main building must not be used for any purpose other than a single residential dwelling but this restriction does not prevent the erection and use of a building or buildings on any lot burdened strictly in accordance with the conditions of the Shell Cove Development Control Plan ("DCP") if the DCP applies to that lot burdened.
  - (c) No main building can be erected or be permitted to remain on any lot burdened unless:
    - (i) it has a gross floor area of not more than 50% of the area of that lot; and
    - (ii) it is within a 45 degree building envelope line from a 5 metre height at the boundary at natural ground level; and
    - (iii) its height is 8 metres or less above the lower of the natural or finished ground levels.
  - (d) On any lot burdened having an area of 450 square metres or greater no main building can be erected or be permitted to remain unless that main building has a gross floor area of 125 square metres or greater.



.....  
General Manager

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

(Sheet 6 of 9 Sheets)

**DP 866484**

Plan of subdivision covered by Council  
Clerk's certificate No. 3 of 97

**PART 2 (continued)**

- (e) No fence can be erected or be permitted to remain on the side boundary facing the street of any corner lot burdened unless it is:
  - (i) approved by the Developer; and
  - (ii) constructed of timber (vertical boarding, 3 rail, lapped and capped) or brick of the same colour and texture as used in the dwelling on the lot.
- (f) No earth, stone, gravel or trees can be excavated or removed from any lot burdened except to the extent necessary for the erection of a building promptly following that excavation or removal.
- (g) No fuel storage tanks (except for oil heating purposes) or air conditioning units can be placed on or be permitted to remain on any lot burdened unless those tanks or units are not closer to any street than the front building line and are screened from public areas.
- (h) No noxious, noisy or offensive occupation, trade, business or industry can be conducted or carried out on any lot burdened.
- (i) No advertising hoarding or sign except temporary signs relating to sale of a lot can be erected or displayed or permitted to remain on any lot burdened without the previous written consent of the Developer.
- (j) No building can be erected or be permitted to remain on any lot burdened other than a building constructed with external walls of brick, rendered or bagged cement blocks or bricks or concrete, stone, glass, timber, approved texture coated material, composite cladding or any combination of those materials but the proportion of brick, rendered or bagged cement blocks or bricks or concrete, stone, approved texture coated material or any combination of those materials cannot be less than 50% of the total area of the external walls of that building.



.....  
General Manager

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

(Sheet 7 of 9 Sheets)

**DP 866484**

Plan of subdivision covered by Council  
Clerk's certificate No. 3 of S7

**PART 2 (continued)**

- (k) No building can be erected or be permitted to remain on any lot burdened unless it has a roof of terracotta or cement tiles or of precoated metal.
- (l) No clothes drying facility can be placed on or be permitted to remain on any lot burdened closer to any street than the front building line and any such facility must be screened from public areas.
- (m) No fence can be erected or be permitted to remain on any lot burdened to divide it from any adjoining land owned by the Developer, but only during the ownership of that adjoining land by the Developer its successors and assigns other than purchasers on sale, without the prior written consent of the Developer, but that consent cannot be withheld if that fence is erected without expense to the Developer and that consent is deemed to have been given in respect of every fence for the time being erected.
- (n) No fence can be erected or be permitted to remain on any lot burdened closer to any street than the building line of that street without the prior written consent of the Developer and no other fence can be erected or permitted to remain on any lot burdened unless it is:
  - (i) 1.8 metre in height or less; and
  - (ii) constructed of timber (vertical boarding) or colorbond in the colours of Moss Vale Sand or Beige or of brick of the same colour and texture as used in the dwelling on the lot.
- (o) For the purpose of restrictions (c) and (d) above, "gross floor area" means the sum of the areas of each floor of the building where the level of each floor is taken to be the area within the outer face of the external enclosing walls as measured at a height of 1400 millimetres above each floor level, excluding vehicle accommodation, patios, verandahs and balconies.



.....  
General Manager

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

(Sheet 8 of 9 Sheets)

**DP 866484**

Plan of subdivision covered by Council  
Clerk's certificate No. **3** of **97**

**PART 2 (continued)**

**2. Terms of restriction on the use of land fourthly referred to in the plan:**

- (a) The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any acoustic fence constructed wholly or partly on that lot.
- (b) No fence can be erected or permitted to remain on any lot burdened to divide it from any adjoining public reserve without the prior written consent of The Council of the City of Shellharbour or otherwise than in strict compliance with such conditions as that Council may impose.

**3. Terms of restriction on the use of land fifthly referred to in the plan:**

- (a) The owner of any lot burdened must not interfere with, damage or alter or permit the interference with, damage to or alteration of any "Rod Top" tubular style fence constructed on the boundary of that lot.
- (b) No fence can be erected or permitted to remain on any lot burdened to divide it from any adjoining public reserve without the prior written consent of The Council of the City of Shellharbour or otherwise than in strict compliance with such conditions as that Council may impose.


**4. Terms of restriction on the use of land sixthly referred to in the plan:**

The common boundary of any lot burdened and Cove Boulevard must not be used as a means of access to or egress from that lot.

**5. Terms of restriction on the use of land seventhly referred to in the plan:**

The registered proprietor of any lot burdened must not erect or permit to remain on any lot burdened which has been filled above its natural or previously excavated level unless the footings and foundations of the building have been erected in accordance with plans and specifications which have been -

- (a) prepared by a suitably qualified civil or structural engineer; and
- (b) approved by The Council of the City of Shellharbour.

  
.....  
General Manager



Form: 01TCV  
Release:  
www.lpi.nsw.gov.au

# TRANSFER INCLUDING COVENANT

New South Wales  
Real Property Act 1900



AA767663R

PRIVACY NOTE: this information is legally required and will become part of the public record

## STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY

26-03-2004

0001895549-001

SECTION 18(2)

DUTY

\$ \*\*\*\*\*2.00

## (A) TORRENS TITLE

Folio 7086/1018660

## (B) LODGED BY

Delivery  
Box

1W

Name, Address or DX and Telephone

Stephen Teece, Solicitor  
P. O. Box 235, Eastwood NSW 2122  
Phone: (02) 9874-9874  
Reference: 03933

CODE

T

## (C) TRANSFEROR

SHELLHARBOUR CITY COUNCIL

(D) The transferor acknowledges receipt of the consideration of \$ 240,000.00

and as regards the land specified above transfers to the transferee an estate in fee simple,

(E) and the TRANSFEREE covenants with the TRANSFEROR as fully set out in schedule 1 hereto.

(F) Encumbrances (if applicable):

## (G) TRANSFEREE

JAMES SZE ONN CHOONG AND PATRICIA CHOOI PENG CHOONG

(H) TENANCY: ~~JOINT~~ JOINT TENANTS

DATE 10 March 2004

(I) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

Signature of authorised officer:

Name of witness:

Authorised officer's name:

Address of witness:

Authority of officer:

Signing on behalf of: Transferor

See attached

Certified for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name: Stephen Teece  
Signatory's capacity: transferee's solicitor

All handwriting must be in block capitals

Page 1 of 23  
number additional  
pages sequentially

LAND AND PROPERTY INFORMATION NSW

(J) SCHEDULE 1 TO TRANSFER:

(K) Dated: 10 March, 2004

From: SHELLHARBOUR CITY COUNCIL

To: James Sze Onn CHOONG and PATRICIA CHOOI PENG CHOONG

(L) Land benefited by covenant:

~~Every lot in DP 1018660 except the land the subject of this Transfer.~~

LOTS 7063 TO 7085 INCLUSIVE AND LOTS 7087 TO 7099 INCLUSIVE  
IN DP 1018660

Land burdened by covenant:

~~The land the subject of this Transfer.~~ LOT 7086 DP 1018660

(M) Terms of the covenant:

(a) No building on the land the subject of this Transfer shall be used or permitted to be used as an exhibition home or display home or for the purpose of displaying exhibition homes or display homes to the general public without the consent in writing of the Transferor first had and obtained.

(b) For the purposes of this covenant:

(i) The land benefited shall be every lot in DP 1018660 except the land the subject of this Transfer.

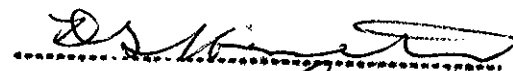

(ii) The Transferor shall have the right to release vary or modify.



The COMMON SEAL of the COUNCIL  
OF THE CITY OF SHELLHARBOUR  
was affixed on the 6th day of

April 2004

in pursuance of a resolution of Council  
passed on the 10th day of October  
2000

  
Mayor  
  
General Manager

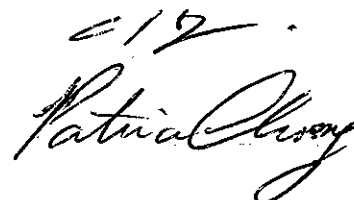
(N) Signature of witness:


Signature of transferor:

Signature of witness:



Signature of transferee:



  
PAULINE CHEN  
1/261 BUNNORONG RD  
MAROUBRA NSW 2035

213 Boyce Rd  
MAROUBRA  
NSW 2035

**ANNEXURE TO TRANSFER  
MADE BETWEEN  
THE COUNCIL OF THE CITY OF SHELLHARBOUR  
(TRANSFEROR)**

**AND  
JAMES SZE ONN CHOONG AND PATRICIA CHOOI PENG CHOONG  
(PURCHASER)  
PROPERTY: 7086**

**DATED:**

The COMMON SEAL of the COUNCIL  
OF THE CITY OF SHELLHARBOUR  
was affixed on the *6th* day of  
April 2004 in pursuance of a  
resolution of Council passed on the  
10<sup>TH</sup> October 2000



.....*[Signature]*.....  
Mayor

.....*[Signature]*.....  
General Manager

**Applicant:**

**Allan Wong & Co Solicitors**  
Suite 505 Kien Hay Centre, 431-439 Sussex Street  
SYDNEY NSW 2000

[jackie.lau@awongsolicitors.com.au](mailto:jackie.lau@awongsolicitors.com.au)

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

**Applicants Reference: 14251**

**Certificate No: PL0901/2021**

**Print Date: 15 April 2021**

**LAND DESCRIPTION:**

**14 Hinchinbrook Drive SHELL COVE NSW 2529**

**Lot 7086 DP 1018660**

**Land ID: 25415**

**Disclaimer**

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and the Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council's Customer Service Section.

**Title Information**

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

**Inspection of the land**

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

**PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)**

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

**1. Name of Relevant Planning Instruments and DCPs**

**1.1 Which environmental planning instruments apply to the carrying out of development on the land?**

**Local Environmental Plan**

Shellharbour Local Environmental Plan 2013.  
Reference should also be made to NSW Legislation website  
[www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au) for full details regarding this LEP.

**State Environmental Planning Policies**

SEPP No 21 - Caravan Parks.

The policy provides that where caravan parks or camping grounds are permissible under the environmental planning instrument, movable dwellings, as defined under the *Local Government Act, 1919*, are permissible.

SEPP No 33 - Hazardous & Offensive Development.

Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy.

SEPP No 36 - Manufactured Home Estates.

The policy -(i) defines where Manufactured Home Estates (MHEs) may be permitted and establishes criteria for the granting of development consent to these estates, - (ii) enables, with development consent, the subdivision of MHEs, provided such subdivision complies with the provisions of the Local Government (Manufactured Home Estates) Regulation 1993.

SEPP No 50 - Canal Estate Developments.

This policy provides that where the policy applies, a person shall not carry out canal estate development as defined in the policy.

SEPP No 55 - Remediation Of Land.

The policy aims to promote the remediation of contaminated land for the purpose of reducing risk of harm to human health or any other aspect of the environment. The policy applies to the whole state to ensure that remediation is permissible development and is always carried out to high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

SEPP No 64 - Advertising And Signage.

The policy aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising.

SEPP No 65 - Design Quality Of Residential Flat Development.

The policy raises the design quality of residential flat development across the state

.....  
through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development. The accompanying regulation requires the involvement of a qualified designer throughout the design, approval and construction stages.

SEPP No 70 - Affordable Housing (Revised Schemes).

The policy extends the life of affordable housing provisions relating to: Sydney Regional Environmental Plan No 26 - City West, Willoughby Local Environmental Plan 1995, South Sydney Local Environmental Plan 1998.

SEPP - Building Sustainability Index: Basix 2004.

This policy applies to all new single dwelling houses or dual occupancy development from 1st July 2005, and to all new multi-dwelling development or alterations and additions from 1st October 2005. BASIX is a web based tool designed to assess the potential performance of residential buildings against sustainability criteria. Details are available at [www.basix.nsw.gov.au](http://www.basix.nsw.gov.au) or by contacting NSW Department of Infrastructure Planning and Natural Resources.

SEPP - (State Significant Precincts) 2005.

This policy identifies the criteria for state significant development to be determined by the Minister for Infrastructure and Planning. This will facilitate the development, redevelopment or protection of important urban, coastal and regional sites of economic, environmental or social significance to the state.

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

The policy aims to encourage the development of high quality accommodation for our ageing population and for people who have disabilities - housing that is in keeping with the local neighbourhood.

SEPP - (Mining, Petroleum Production and Extractive Industries) 2007.

This SEPP aims to provide for the proper management and development of mineral, petroleum and extractive material resources for the purpose of promoting the social and economic welfare of the State. The policy also aims to facilitate the orderly and economic use and development of land containing mineral, petroleum and extractive material resources and to establish appropriate planning controls to encourage ecologically sustainable development through the environmental assessment and sustainable management, of development of mineral, petroleum and extractive material resources.

SEPP - (Infrastructure) 2007.

The aim of this Policy is to facilitate the effective delivery of infrastructure across the State by:

- a) improving regulatory certainty and efficiency through a consistent planning regime for infrastructure and the provision of services, and
- b) providing greater flexibility in the location of infrastructure and service facilities, and
- c) allowing for the efficient development, redevelopment or disposal of surplus government owned land, and
- d) identifying the environmental assessment category into which different types of infrastructure and services development fall (including identifying certain development of minimal environmental impact as exempt development), and
- e) identifying matters to be considered in the assessment of development adjacent

- .....
- to particular types of infrastructure development, and
  - f) providing for consultation with relevant public authorities about certain development during the assessment process or prior to development commencing.

SEPP - (Exempt & Complying Development Codes) 2008.

This policy aims to provide streamlined assessment processes for development that complies with specified development standards by identifying in the General Exempt Development Code the types of development that may be carried out without the need for development consent and in the Complying Development Codes the types of complying development that may be carried out in accordance with a complying development certificate.

SEPP - State Environmental Planning Policy (Affordable Rental Housing) 2009.

The aims of this Policy are as follows:

- a) to provide a consistent planning regime for the provision of affordable rental housing,
- b) to facilitate the effective delivery of new affordable rental housing by providing incentives by way of expanded zoning permissibility, floor space ratio bonuses and non-discretionary development standards
- c) to facilitate the retention and mitigate the loss of existing affordable rental housing
- d) to employ a balanced approach between obligations for retaining and mitigating the loss of existing affordable rental housing, and incentives for the development of new affordable rental housing,
- e) to facilitate an expanded role for not-for-profit-providers of affordable rental housing
- f) to support local business centres by providing affordable rental housing for workers close to places of work
- g) to facilitate the development of housing for the homeless and other disadvantaged people who may require support services, including group homes and supportive accommodation.

SEPP - State Environmental Planning Policy (State & Regional Development) 2011.

The SEPP aims to:

- a) Identify development that is State significant development,
- b) to identify development that is State significant infrastructure and critical State significant infrastructure,
- c) to confer functions on joint regional planning panels to determine development applications.

SEPP - State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.

This Policy aims to:

- a) to provide that the erection of temporary structures is permissible with consent across the State,
- b) to ensure that suitable provision is made for ensuring the safety of persons using temporary structures,
- c) to encourage the protection of the environment at the location, and in the vicinity, of temporary structures by specifying relevant matters for consideration,
- d) to provide that development comprising the subdivision of land, the erection of a building or the demolition of a building, to the extent to which it does not

.....  
already require development consent under another environmental planning instrument, cannot be carried out except with development consent.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

The aims of this Policy are to:

- (a) protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and
- (b) preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

This Policy aims to facilitate the effective delivery of educational establishments and early education and care facilities across the State.

State Environmental Planning Policy (Primary Production and Rural Development) 2019

The aims of this Policy are to:

- Facilitate the orderly economic use and development of lands for primary production
- Reduce land use conflict
- Identify State significant agricultural land for the purpose of ensuring the ongoing viability of agriculture on that land and
- Simplify the regulatory process for smaller-scale low risk artificial waterbodies.

### **Deemed SEPP's (Regional Environmental Plans)**

No Deemed SEPPs apply to the land.

## **1.2 Which proposed environmental planning instruments apply to the carrying out of development on the land that is or has been the subject of community consultation or public exhibition?**

### **Planning Proposal - Local Environmental Plan**

No exhibited Draft Local Environmental Plans.

### **Draft State Environmental Planning Policies**

The Draft Housing Diversity SEPP proposes to:

1. introduce new definitions for build-to-rent housing, student housing and co-living;
2. amend some state-level provisions, particularly regarding boarding house and seniors housing development;
3. amend the state-level planning provisions used by the NSW Land and Housing Corporation (LAHC) for social housing developments undertaken on Government-owned land; and
4. consolidate three housing-related SEPPs
  - State Environmental Planning Policy (Affordable Rental Housing) 2009
  - State Environmental Planning Policy (Housing for Seniors and People with a Disability) 2004

- State Environmental Planning Policy No 70 - Affordable Housing (Revised Schemes).

It is also proposed to simplify the pathway for major LAHC projects, such as those within the Communities Plus program, to become State Significant Development (SSD) under the State Environmental Planning Policy (State and Regional Development) (2011).

Full details can be found at <https://www.planning.nsw.gov.au/Policy-and-Legislation/Housing/Diverse-and-affordable-housing>

**1.3 Which development control plans apply to the carrying out of development on the land?**

The Shellharbour Development Control (DCP) is Council's only DCP and applies to all of the Shellharbour City Council area except for the land at Calderwood covered by the Major Development State Environmental Planning Policy.

The DCP covers many forms of development including residential, commercial and industrial and will potentially apply to any development within the Shellharbour City Council area that requires development consent.

Section 79C of the *Environmental Planning and Assessment Act* lists a DCP as a matter for consideration in determining a development application.

**Draft Exhibited Development Control Plan**

No exhibited draft Development Control Plans apply to the land.

**Technical Policies**

Shellharbour City Council Stormwater Policy. Council has adopted the Shellharbour City Council Stormwater Policy that would apply to all lots within the Shellharbour City Local Government Area.

**Exhibited Technical Policies**

There are no Exhibited Technical Policies on this land.

**1.4 In this clause, proposed environmental planning instrument includes a planning proposal for the LEP or a draft environmental planning instrument.**

**2. ZONING AND LAND USE UNDER RELEVANT LEPs**

**For each environmental planning instrument or proposed instrument referred to in clause 1 above (other than a SEPP or proposed SEPP) that applies to the land:**

**2.1 What is the identity of the zoning for the land?**

Shellharbour LEP 2013 - R2 Low Density Residential.

**2.2 For what purposes may development be carried out within the zone without the need for development consent?**

.....  
Shellharbour LEP 2013 - R2: Home occupations.

**2.3 For what purposes may development not be carried out within the zone except with development consent?**

Shellharbour LEP 2013 - R2: Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Jetties; Multi dwelling housing; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems.

**Exceptions**

Shellharbour LEP 2013 - No.

**2.4 For what purposes is development prohibited within the zone?**

Shellharbour LEP 2013 - R2: Any development not specified in clause 2.2 or 2.3.

**2.5 Are there any development standards applying to the land which fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the minimum land dimensions so fixed?**

Shellharbour LEP 2013 - No.

Note: A minimum lot size applies to all land shown on the Lot Size Map and/or as outlined in Shellharbour LEP 2013 written instrument.

Note: A clause for the subdivision of certain split zoned land applies as outlined in the Shellharbour LEP 2013 written instrument.

**2.6 Does the land include or comprise a critical habitat?**

Shellharbour LEP 2013 - No.

**2.7 Is the land in a conservation area?**

Shellharbour LEP 2013 - No.

**2.8 Is an item of environmental heritage situated on the land?**

Shellharbour LEP 2013 - No.

**2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006**

This clause does not apply to the land.

.....  
**3. COMPLYING DEVELOPMENT**

- 3.1** The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.
- 3.2** The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- 3.3** If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Housing Code**

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

**Rural Housing Code**

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

**Low Rise Housing Diversity Code**

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

**Greenfield Housing Code**

Complying Development under the Greenfield Housing Code MAY NOT be carried out on the land.

**Housing Alterations Code**

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

**General Development Code**

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

.....  
**Commercial and Industrial Alterations Code**

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

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

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

**Subdivisions Code**

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

**Demolition Code**

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

**Fire Safety Code**

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

**Container Recycling Facilities Code**

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

**4B ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

**Whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?**

Not applicable.

**5. MINE SUBSIDENCE**

**5.1 Is the land proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*?**

No.

**6. ROAD WIDENING AND ROAD REALIGNMENT**

**6.1 Is the land affected by any road widening or road realignment under:**

**(A) Division 2 of Part 3 of the *Roads Act 1993*?**

No.

.....  
(B) Any environmental planning instrument?

No.

(C) Any resolution of the Council?

No.

**7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS.**

Is the land affected by a policy either adopted by Council OR adopted by any other public authority and notified to the Council (for the express purposes of its adoption by that authority being referred to in planning certificates issued by the Council) that restricts the development of the land because of the likelihood of:

**7.1 Landslip**

No.

**7.2 Bushfire**

No.

**7.3 Tidal Inundation**

No.

**7.4 Subsidence**

No.

**7.5 Acid Sulphate Soils**

No

**7.6 Any other risk**

No.

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

**7A.1 Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) subject to flood related development controls?**

Council has no record indicating that the land may be located within a flood hazard area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

.....  
**7A.2 Is development on the land or part of the land for any other purpose subject to flood related development controls?**

Council has no record indicating that the land may be located within a flood hazard area. If you have any doubt as to whether the land is affected by flooding, the services of a suitably qualified Consulting Engineer should be obtained.

**7A.3 Words and expressions in this clause have the same meanings as in the Standard Instrument.**

**8. LAND RESERVED FOR ACQUISITION**

**8.1 Does any environmental planning instrument or proposed environmental planning instrument referred to in item 1 above make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act*?**

Shellharbour LEP 2013 - No.

**9. CONTRIBUTIONS PLAN**

**9.1 Which contributions plan/s apply to the land?**

Shellharbour Local Infrastructure Contributions Plan 2019 (9<sup>th</sup> Review).

**9A BIODIVERSITY CERTIFIED LAND**

**9A.1 Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?**

No.

**10. BIODIVERSITY STEWARDSHIP SITES**

**10.1 Is the land a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, that council is aware of?**

No.

**10A NATIVE VEGETATION CLEARING SET ASIDES**

**10A.1 Does the land contain a set aside area under section 60ZC of the *Local Land Services Act 2013* that council is aware of or is registered in the public register under that section?**

No.

**11. BUSH FIRE PRONE LAND**

**11.1 Is any of the land bushfire prone land as defined in the *Environmental Planning & Assessment Act 1979*?**

.....  
Part of the land is bush fire prone.

**12. PROPERTY VEGETATION PLANS**

- 12.1 Does a property vegetation plan under the *Native Vegetation Act 2003* apply to the land, being a plan to which the council has been notified of its existence by the person or body that approved the plan under the Act?

No.

**13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

- 13.1 Has an order been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, being an order to which the council has been notified of?

No.

**14. DIRECTIONS UNDER PART 3A**

- 14.1 Is there a direction by the Minister in force under section 75P(2)(c1) of the *Environmental Planning & Assessment Act 1979* that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?

No.

**15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

- 15.1 If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies, is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?

No.

- 15.2 If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies, have any terms of a kind referred to in clause 18(2) of that SEPP been imposed as a condition of consent to a development application granted after 11 October in respect of the land?

No.

**16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS**

- 16.1 Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

No.

.....  
**17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

- 17.1** Is there a current site compatibility statement (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

- 17.2** Have any terms of a kind referred to in clause 17(1) or 38(1) of the *State Environmental Planning Policy (Affordable Rental Housing) 2009* been imposed as a condition of consent to a development application in respect of the land?

No.

**18. PAPER SUBDIVISION INFORMATION**

- 18.1** The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Not applicable.

- 18.2** The date of any subdivision order that applies to the land.

Not applicable.

- 18.3** Words and expressions used in this clause have the same meaning as they have in Part 16C of the Environmental Planning & Assessment Regulation.

**19. SITE VERIFICATION CERTIFICATES**

- 19.1** Is there a current site verification certificate, of which the Council is aware, in respect of the land?

No.

- 19.2** The certificate ceases to be current on:

Not applicable.

- 19.3** A copy of the certificate may be obtained from the head office of the NSW Department of Planning and Environment.

**20. LOOSE-FILL ASBESTOS INSULATION**

- 20.1** Does the land include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

Council is not aware that the land is on the register. You should make your own enquiries with NSW Fair Trading and search the register available on their website to confirm this information.

.....  
**21. AFFECTED BUILDING NOTICES PRODUCT RECTIFICATION ORDERS**

**21.1 Is an affected building notice, of which council is aware, in force in respect of the land?**

No

**21.2 Is there any building product rectification order, of which council is aware, in force in respect of the land that has not been fully complied with?**

No

**21.3 Has any notice of intention to make a building product rectification order, of which council is aware, been given in respect of the land and is outstanding?**

No

**22. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020**

**22.1 This Policy does not apply to the Shellharbour Local Government Area.**

**NOTE: MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997 (CLM Act)**

**(a) Is the land significantly contaminated land within the meaning of the *CLM Act* at the date of this certificate?**

No.

**(b) Is the land subject to a management order within the meaning of the *CLM Act* at the date of this certificate?**

No.

**(c) Is the land the subject of an approved voluntary management proposal within the meaning of the *CLM Act* at the date of this certificate?**

No.

**(d) Is the land the subject of an ongoing maintenance order within the meaning of the *CLM Act* at the date of this certificate?**

No.

**(e) Is the land the subject of a site audit statement within the meaning of the *CLM Act* (such a statement having been provided to Council at any time)?**

No.

CONTAMINATED INFORMATION - 1a. There are no matters listed under Section 59(2) of the *Contaminated Land Management Act 1997* which should be specified on this certificate.

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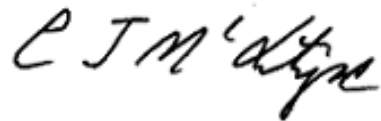
CONTAMINATED INFORMATION - 2a. The land is affected by a policy adopted by Council that restricts development of land if there is likelihood of contamination. Council has not assessed the likelihood of contamination of the land and cannot certify whether or not the policy restricts development of the land.

<b>PART B: NOTATIONS</b>
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There are no Part B notations on this property.

For further information please contact the  
Land & Information Services on  
(02) 4221 6111

**Carey McIntyre**  
**Chief Executive Officer**



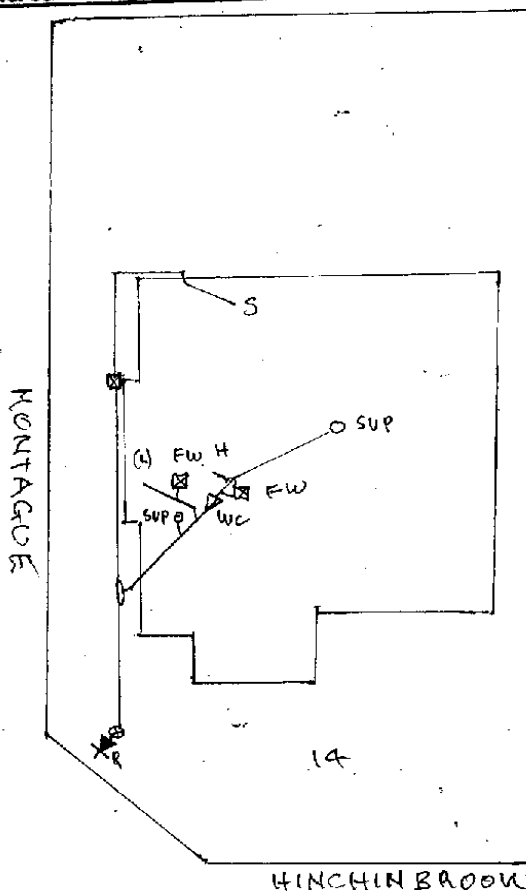
### SEWER SERVICE DIAGRAM

Lot No <u>7086</u>	DP No _____	House No <u>14</u>	Street <u>HINCHINBROOK</u>
SUBURB OF <u>Shellcove</u>	LGA _____	SCALE <u>1:200</u>	SSD _____
Licence No <u>92916C</u>	Now/CoC No _____	Date <u>18.6.19</u>	
Signature <u>[Signature]</u>			

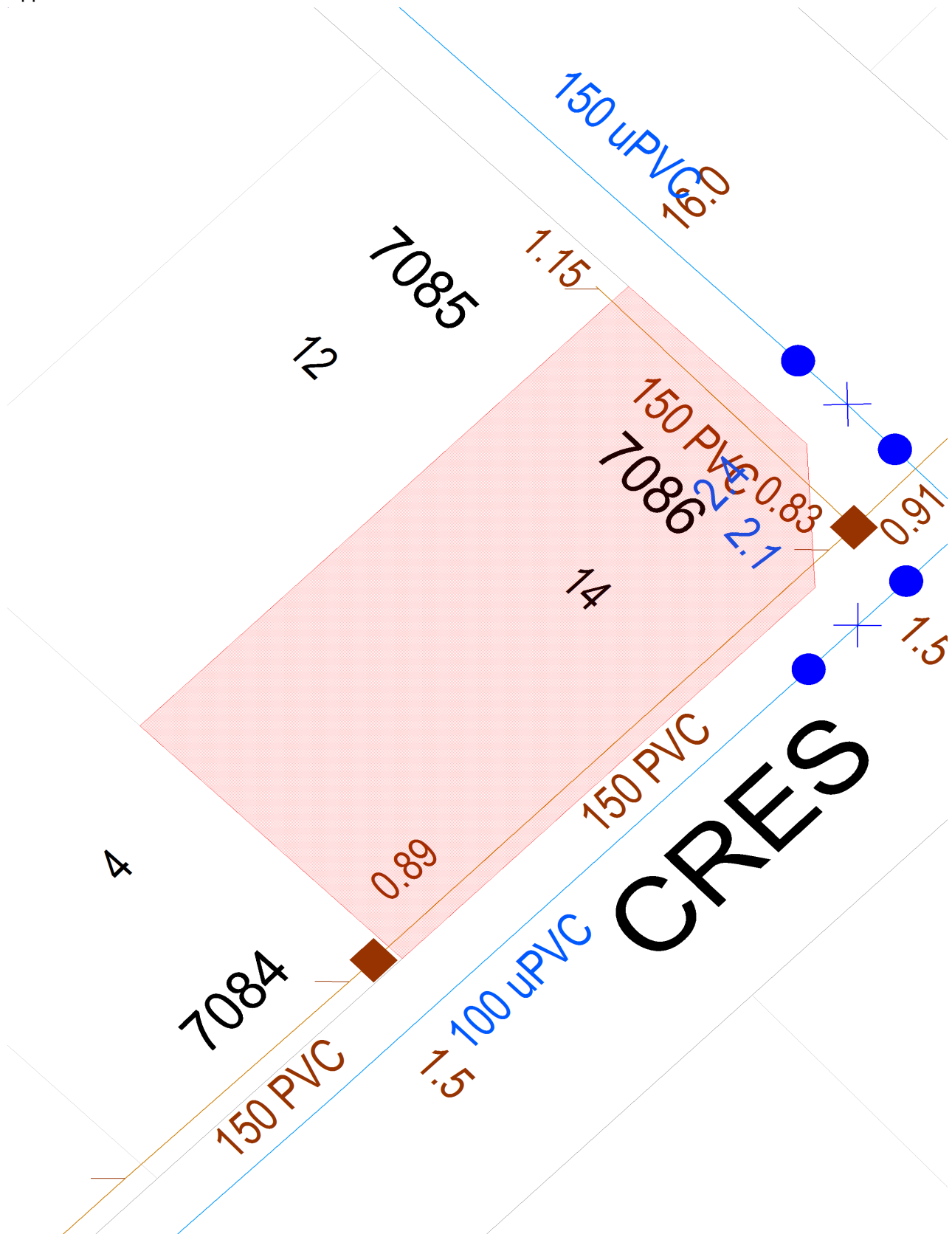
<p>Boundary Trap</p> <p>Inspection Shaft</p> <p>Inspection Opening</p> <p>Gully</p> <p>FW</p> <p>Vertical Junction</p> <p>Sloped Junction</p> <p>On back Junction</p>	<p>AAV</p> <p>H</p> <p>Bth</p> <p>Bld</p> <p>OO</p> <p>FW</p> <p>Shr</p> <p>S</p>	<p>Air Admittance Valve</p> <p>Basin</p> <p>Bath Waste</p> <p>Bidet</p> <p>Clean Out</p> <p>Floor waste Gully</p> <p>Shower</p> <p>Sink (kitchen)</p>	<p>BS</p> <p>(L)</p> <p>WC</p> <p>Vert</p> <p>W6</p> <p>SVP</p> <p>V</p> <p>IPMF</p>	<p>Sink (bar)</p> <p>Trough Laundry</p> <p>Water Closet</p> <p>Vertical Pipe</p> <p>Waste Stack</p> <p>Sewer Vent Pipe</p> <p>Vent Pipe</p> <p>Induct Pipe Mice Flap</p>	<p>Chv</p> <p>PR</p> <p>G</p> <p>Pump Unit</p> <p>Orbital Treatment System</p> <p>Reflex Valve</p> <p>Capped Point</p> <p>Prov</p>	<p>Chamber</p> <p>PR</p> <p>Grease Interceptor</p> <p>Orbital Treatment System</p> <p>Reflex Valve</p> <p>Capped Point</p> <p>Provisional (future) drain point</p>
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**NOTE** Further acceptable abbreviations may be used as identified in AS/NZS 3500.2.2003 Sanitary Plumbing and Drainage Table 6.1 and OFT Sewer Service Diagram Requirements. © State of New South Wales through NSW Fair Trading May 2012



# Service Location Print

Application Number: 8000616269



Document generated at 12-04-2021 09:40:42 AM

## Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

# Asset Information

## Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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## Pipe Types

<b>ABS</b>	Acrylonitrile Butadiene Styrene	<b>AC</b>	Asbestos Cement
<b>BRICK</b>	Brick	<b>CI</b>	Cast Iron
<b>CICL</b>	Cast Iron Cement Lined	<b>CONC</b>	Concrete
<b>COPPER</b>	Copper	<b>DI</b>	Ductile Iron
<b>DICL</b>	Ductile Iron Cement (mortar) Lined	<b>DIPL</b>	Ductile Iron Polymeric Lined
<b>EW</b>	Earthenware	<b>FIBG</b>	Fibreglass
<b>FL BAR</b>	Forged Locking Bar	<b>GI</b>	Galvanised Iron
<b>GRP</b>	Glass Reinforced Plastics	<b>HDPE</b>	High Density Polyethylene
<b>MS</b>	Mild Steel	<b>MSCL</b>	Mild Steel Cement Lined
<b>PE</b>	Polyethylene	<b>PC</b>	Polymer Concrete
<b>PP</b>	Polypropylene	<b>PVC</b>	Polyvinylchloride
<b>PVC - M</b>	Polyvinylchloride, Modified	<b>PVC - O</b>	Polyvinylchloride, Oriented
<b>PVC - U</b>	Polyvinylchloride, Unplasticised	<b>RC</b>	Reinforced Concrete
<b>RC-PL</b>	Reinforced Concrete Plastics Lined	<b>S</b>	Steel
<b>SCL</b>	Steel Cement (mortar) Lined	<b>SCL IBL</b>	Steel Cement Lined Internal Bitumen Lined
<b>SGW</b>	Salt Glazed Ware	<b>SPL</b>	Steel Polymeric Lined
<b>SS</b>	Stainless Steel	<b>STONE</b>	Stone
<b>VC</b>	Vitrified Clay	<b>WI</b>	Wrought Iron
<b>WS</b>	Woodstave		

## Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

**For general enquiries please call the Customer Contact Centre on 132 092**

**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



MR SZE ONN JAMES CHOONG  
70 PRINCE EDWARD ST  
MALABAR NSW 2036

Our reference: 7118178882788

Phone: 13 28 66

14 September 2020

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello SZE ONN JAMES,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410449156007
Vendor name	SZE ONN JAMES CHOONG
Previous Vendor name	
Vendor address	70 PRINCE EDWARD ST MALABAR NSW 2036
Clearance Certificate Period	13 September 2020 to 13 September 2021

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,  
**James O'Halloran**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



# Standard form from 23 March 2020

## Residential tenancy agreement

*Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (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](http://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 the Tenant Information Statement published by NSW Fair Trading.

THIS AGREEMENT IS MADE ON  AT

### BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

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

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

Suburb:

State:

Postcode:

**Note:** The landlord(s) business address or residential address **must** be provided for landlord(s) if there is **no** landlord's agent

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

**Landlord's agent details:** *[If applicable]*

Agent name:

Dapto First National Pty Ltd

Business address for service of notices:

18/23 Addison Street

Suburb:

Shellharbour

State:

NSW

Postcode:

2529

Contact details: *[This must include a telephone number]*

02 4295 5033

**Tenant's agent details:** *[If applicable]*

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

**Term of agreement:**

The term of this agreement is –

☐ 6 months

☒ 12 months

☐ 2 years

☐ 3 years

☐ 5 years

☐ Other (please specify):

☐ Periodic (no end date)

starting on 8 / 5 /2020 and ending on 8 / 5 /2021 *[Cross out if not applicable]*

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

**Residential premises:**

The residential premises are *[Insert address]*:

14 Hinchinbrook Drive, SHELL COVE, NSW, 2529

The residential premises include:

Double Garage

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

**Rent:**

The rent is \$ 600.00 per week payable in advance starting on 8 / 4 /2020

**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.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number: 062 531

account number: 1025 8198

account name: Dapto First National Pty Ltd

payment reference: 2169

, or

(b) to Coastside First National at Shellharbour by cash, or

(c) as follows: Direct deposit one week in advance at all times.

**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 \$ 2400.00 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 Bond 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 2 persons may ordinarily live in the premises at any one time.

#### Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: Aaron Noakes Electrical Telephone: 0431 084 761

Plumbing repairs: All Clear Plumbing Telephone: 0414 578 103

Other repairs: Marie Field (principal) Telephone: 0411 306 323

#### 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.

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

## Smoke alarms

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

- ☐ Hardwired smoke alarms  
☒ Battery operated smoke alarms

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 [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.

**Note.** 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.

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

rentals@coastsidefn.com.au

### Tenant

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

☒ Yes ☐ No

If yes, see clause 50.

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

olliewilks@outlook.com

## Condition report

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

## Tenancy laws

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

---

# The Agreement

## RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

## 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 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 advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

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

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

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

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

**Note.** Separately metered is defined in section 3 of 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 its condition at the commencement of the tenancy, and

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

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

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

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

## LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

**19. The landlord agrees:**

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

**Note 1.** Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the 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 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 tenant agree:

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

## LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

**Note.** See section 55A of 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 install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

## LOCKS AND SECURITY DEVICES

**32. The landlord agrees:**

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

**33. The tenant agrees:**

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

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

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

## TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

## COPY OF CERTAIN BY-LAWS TO BE PROVIDED [Cross out clauses 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 clauses 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 (which includes a heat 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.

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

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

#### **SWIMMING POOLS**

[Cross out the following 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 clauses if not applicable]

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

**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
- 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.

Insert any other agreed additional terms here.  
Attach a separate page if necessary.

The tenant/s agree to have the property, internally and externally professionally fumigated.

## NOTES

### 1. Definitions

In this agreement:

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  - (a) the letting of residential premises, or
  - (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

### 2. Continuation of tenancy (if fixed term agreement)

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

### 3. Ending 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 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 judgement 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.

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

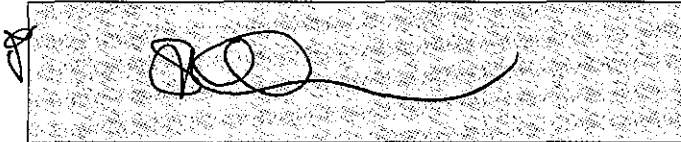
**Note.** Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

**SIGNED BY THE LANDLORD/AGENT**

Name of landlord/agent

Stephanie Carpenter

Signature of landlord/agent

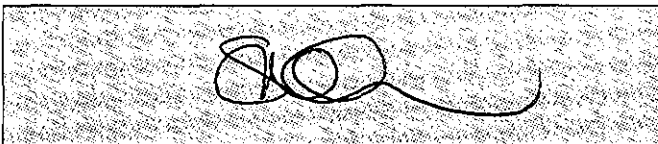


on the 8 day of May 2020

**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 the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent



on the 8 day of May 2020

**SIGNED BY THE TENANT (1)**

Name of tenant

Olivera Wilks

Signature of tenant



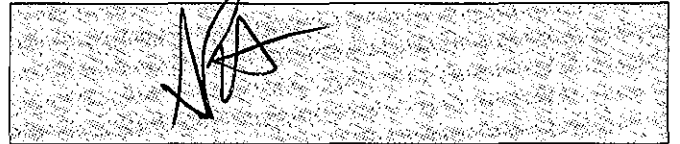
on the 8 day of May 2020

**SIGNED BY THE TENANT (2)**

Name of tenant

Scott Bate

Signature of tenant



on the 8 day of May 2020

**SIGNED BY THE TENANT (3)**

Name of tenant

Signature of tenant

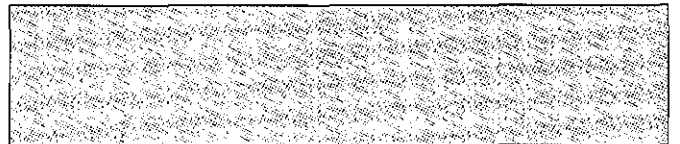


on the 2 day of 20\_\_

**SIGNED BY THE TENANT (4)**

Name of tenant

Signature of tenant



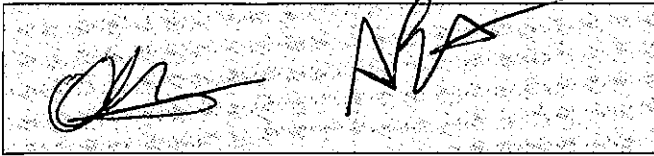
on the day of 20\_\_

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

## 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 the **Tenant Information Statement** published by NSW Fair Trading.

Signature of tenant



on the 8 day of 5 2020

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

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