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# Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| vendor's agent | **First National Real Estate Pinnacle**<br>**1/138 Queen Street, Campbelltown NSW 2560** | **Phone: 4628 2248** |
| co-agent | | |
| vendor | **Groom Faaiu Ale and Priscilla Yarnelle Ale**<br>**14 Kyanite Place, Eagle Vale NSW 2558** | |
| vendor's solicitor | **iProperty Conveyancing**<br>**PO Box 802 NARELLAN NSW 2567** | **Phone: 02 4647 8889**<br>**Fax: 02 8078 6068**<br>**Ref: Ale** |
| date for completion | **42nd day after the date of this contract** (clause 15) | |
| land (address, plan details and title reference) | **14 Kyanite Place, Eagle Vale NSW 2558**<br>**Lot 628 in Deposited Plan 810632**<br>**Folio Identifier 628/810632** | |
| | ☐ VACANT POSSESSION ☒ subject to existing tenancies | |
| improvements | ☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space<br>☐ none ☐ other: | |
| attached copies | ☒ documents in the List of Documents as marked or as numbered:<br>☐ other documents: | |

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

| | | | | |
|---|---|---|---|---|
| inclusions | ☒ blinds | ☐ dishwasher | ☒ light fittings | ☒ stove |
| | ☒ built-in wardrobes | ☒ fixed floor coverings | ☒ range hood | ☐ pool equipment |
| | ☒ clothes line | ☒ insect screens | ☐ solar panels | ☒ TV antenna |
| | ☒ curtains | ☒ other: garden shed, security alarm, split system air conditioner | | |

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)<br>The price includes<br>GST of: $ | **witness** |
| **purchaser** ☐ JOINT TENANTS | ☐ tenants in common | ☐ in unequal shares **witness** |

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**Choices**

Vendor agrees to accept a ***deposit-bond*** (clause 3) ☐ NO ☐ yes

**Nominated *Electronic Lodgement Network* (ELN)** (clause 30):

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's 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):

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## List of Documents

**General**

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

**Home Building Act 1989**

☐ 24 insurance certificate
☐ 25 brochure or warning
☐ 26 evidence of alternative indemnity cover

**Swimming Pools Act 1992**

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

**Strata or community title (clause 23 of the contract)**

☐ 32 property certificate for strata common property
☐ 33 plan creating strata common property
☐ 34 strata by-laws
☐ 35 strata development contract or statement
☐ 36 strata management statement
☐ 37 strata renewal proposal
☐ 38 strata renewal plan
☐ 39 leasehold strata - lease of lot and common property
☐ 40 property certificate for neighbourhood property
☐ 41 plan creating neighbourhood property
☐ 42 neighbourhood development contract
☐ 43 neighbourhood management statement
☐ 44 property certificate for precinct property
☐ 45 plan creating precinct property
☐ 46 precinct development contract
☐ 47 precinct management statement
☐ 48 property certificate for community property
☐ 49 plan creating community property
☐ 50 community development contract
☐ 51 community management statement
☐ 52 document disclosing a change of by-laws
☐ 53 document disclosing a change in a development or management contract or statement
☐ 54 document disclosing a change in boundaries
☐ 55 information certificate under Strata Schemes Management Act 2015
☐ 56 information certificate under Community Land Management Act 1989
☐ 57 disclosure statement - off-the-plan contract
☐ 58 other document relevant to off-the-plan contract

**Other**

☐ 59

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

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**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**
**Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**
**Before purchasing land that includes 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.**

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## 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.**

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## WARNINGS

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

| | |
|---|---|
| **APA Group** | **NSW Department of Education** |
| **Australian Taxation Office** | **NSW Fair Trading** |
| **Council** | **Owner of adjoining land** |
| **County Council** | **Privacy** |
| **Department of Planning, Industry and Environment** | **Public Works Advisory** |
| | **Subsidence Advisory NSW** |
| **Department of Primary Industries** | **Telecommunications** |
| **Electricity and gas** | **Transport for NSW** |
| **Land & Housing Corporation** | **Water, sewerage or drainage authority** |
| **Local Land Services** | |

**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.**

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

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

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

| | |
|---|---|
| *adjustment date* | the earlier of the giving of possession to the purchaser or completion; |
| *bank* | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| *business day* | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| *cheque* | a cheque that is not postdated or stale; |
| *clearance certificate* | a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion; |
| *deposit-bond* | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor; |
| *depositholder* | vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent); |
| *document of title* | document relevant to the title or the passing of title; |
| *FRCGW percentage* | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017); |
| *FRCGW remittance* | a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*; |
| *GST Act* | A New Tax System (Goods and Services Tax) Act 1999; |
| *GST rate* | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| *GSTRW payment* | a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*); |
| *GSTRW rate* | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11$^{th}$ if not); |
| *legislation* | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| *normally* | subject to any other provision of this contract; |
| *party* | each of the vendor and the purchaser; |
| *property* | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| *planning agreement* | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;* |
| *requisition* | an objection, question or requisition (but the term does not include a claim); |
| *rescind* | rescind this contract from the beginning; |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and –<br>● issued by a *bank* and drawn on itself; or<br>● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; |
| *within* | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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.

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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.

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**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;

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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 –

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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.

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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.

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**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;

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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.

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**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 earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do 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 –

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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

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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*.

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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 –

| | |
|---|---|
| *adjustment figures* | details of the adjustments to be made to the price under clause 14; |
| *certificate of title* | 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; |
| *completion time* | the time of day on the date for completion when the *electronic transaction* is to be settled; |
| *conveyancing rules* | the rules made under s12E of the Real Property Act 1900; |
| *discharging mortgagee* | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser; |
| *ECNL* | the Electronic Conveyancing National Law (NSW); |
| *effective date* | the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| *electronic document* | a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*; |
| *electronic transfer* | a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*; |

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| | |
|---|---|
| *electronic transaction* | a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;* |
| *electronically tradeable* | a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;* |
| *incoming mortgagee* | any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;* |
| *mortgagee details* | the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion; |
| *participation rules* | the participation rules as determined by the *ECNL;* |
| *populate* | to complete data fields in the *Electronic Workspace*; and |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.* |

**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.

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# SPECIAL CONDITIONS

## 1. AMENDMENTS TO THE PRINTED CLAUSES

a) Clause 7.1.1 is deleted;
b) Clause 10.1 insert the words “or delay completion” after “terminate”;
c) Clause 14.4.2 is deleted;
d) Clause 16.5 delete the words “plus another 20% of that fee”;
e) Clause 16.7 replace the word “settlement” with “bank”;
f) Clause 16.8 replace the word “settlement” with the word “bank”, replace “$10” with “$5”, replace the word “cheque” with the words “bank cheque”;
g) Clause 25.1.1 is amended by deleting the word “limited”.

## 2. INCONSISTENCY WITH THE PRINTED CLAUSES

Should any special condition be inconsistent with any printed clause, then the special condition shall prevail.

## 3. NOTICE TO COMPLETE

a) If either party are unable or unwilling to complete the contract by the completion date, the other party shall be entitled at any time after the completion to serve a Notice to Complete making the time for completion essential;
b) The notice shall give not less than 14 clear days to pass before the time for completion becomes essential. Such notice period is agreed by the parties to be reasonable and sufficient so as to render the time for completion essential;
c) If the Vendor validly issues such notice the Purchaser shall, on completion, pay the Vendor the sum of $220 (including GST) being a genuine estimate of the Vendor’s legal costs of issuing and serving the Notice to Complete.

## 4. DEATH OR INCAPACITY

Notwithstanding aby rule of law or equity to the contrary, should either party, or if more than one, any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

## 5. PURCHASER ACKNOWLEDGMENTS

a) The Purchaser acknowledges that the property and the improvements erected thereon, including all inclusions, are being sold in their present condition and that they enter the contract relying on their own inspections, knowledge and enquiries; and
b) The Purchaser acknowledges that they have not relied on any warranties or representations made to them by or on behalf of the Vendor other than those contained in this contract.

## 6. LATE COMPLETION

In the event that completion is not effected by the completion date due to the Purchaser's default, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion.

## 7. AGENT

The Purchaser warrants they were not introduced to the Vendor or the property, nor did they learn that the property was for sale, by or through any person, corporation or Agent, other than the Agent shown on the front page of this contract. The benefit of this warranty shall not merge on completion.

## 8. TRANSFER

The Purchaser must serve the Transfer on the Vendor's Solicitor at least 14 days prior to the completion date. Should the Purchaser fail to do so they must pay $165 (including GST) to the Vendor as a genuine estimate for the Vendor's legal fees for the preparation of the transfer or arranging urgent execution of same.

## 9. CANCELLATION OF SETTLMENT BY THE PURCHASER

Should the Purchaser cancel an already booked settlement later than 12 noon the business day prior, the Purchaser shall pay $110 (including GST) to the Vendor as a genuine estimate of the Vendor's legal fees for re-arranging settlement.

## 10. RELEASE OF DEPOSIT

a) This special condition applies where the Vendor is purchasing or leasing another property in New South Wales;
b) The Purchaser agrees to authorise the release of the deposit, or part thereof; for the purpose of:
    i. Payment a deposit on a purchase of a property; or
    ii. Payment of stamp duty for a purchase of property; or
    iii. Payment of a rental bond.
c) The Vendor will provide the Purchaser with evidence of the property purchased or leased; and
d) The Vendor warrants that the deposit may only be released to the trust account of an agent, solicitor or conveyancer in New South Wales or to the Rental Bond Board directly.

## 11. DEPOSIT BOND

a) The word bond means the deposit bond issued to the Vendor at the request of the Purchaser by the bond provider;
b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or Vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract;
c) The Purchaser must pay the amount stipulated in the bond to the Vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the Vendor;

d) If the Vendor serve on the Purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the Purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

**12. DEPOSIT LESS THAN 10%**

a) The Purchaser acknowledges that a full 10% deposit is payable prior to the contract becoming unconditional;
b) In the event that the Vendor agrees, at the written request of the Purchaser, to accept a lesser deposit, the Purchaser acknowledges that the balance of the 10% deposit will become payable at the time of completion; and
c) The Purchaser acknowledges that should the Purchaser be in breach of the contract and fail to complete the contract within the terms hereof, the balance of the 10% deposit will be forfeited to the Vendor.

**13. SWIMMING POOL**

a) This special condition applies where there is a swimming pool located at the property.
b) Should a Non-Compliance Certificate be attached to the contract the Purchaser acknowledges that the Vendor will not be required to rectify the defects listed in the Certificate of Non-Compliance. The Purchaser must, at the Purchaser's sole cost, rectify all defects listed in the Certificate of Non-Compliance and obtain a Certificate of Compliance within ninety (90) days of completion.
c) This special condition shall not merge on completion.

**14. TRANSPORT FOR NSW MEDIA RELEASE DATED 26 MARCH 2018**

The Vendor discloses that Transport for NSW published the annexed Media Release on 26 March 2018 which refers to four major future road and rail infrastructure corridors in Western Sydney.

**15. AUCTION**

a) If this sale is by way of Auction, then this special condition shall apply.

b) The principal's reserve price must be given in writing to the auctioneer before the auction commences.

c) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely in the number of bids that may be made by or on behalf of the seller.

d) The highest bidder is the purchaser, subject to any reserve price.

e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.

f) The auctioneer may refuse to accept any big that, in the auctioneer's opinion, is not in the best interests of the seller.

g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.

h) A bid cannot be made or accepted after the fall of the hammer.

i) As soon as practicable after the fall of the hammer the purchaser is to sign the contract (if any) for sale.

j) The following conditions in addition to those prescribed by special condition 8, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

    a. All bidders must be registered in the Bidders Record and display an identifying number when making a bid;

    b. One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller;

    c. When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

NSW GOVERNMENT | Transport for NSW

# Western Sydney's future transport corridors to be preserved

Published 26 Mar 2018

The NSW Government has released draft corridors for four major future road and rail infrastructure corridors which will help establish the Western Sydney Parkland City.

Minister for Western Sydney Stuart Ayres and Minister for Roads Melinda Pavey today invited the community to have a say on the proposed alignments of 192 kilometres of corridors to be preserved for future road and rail projects.

"Western Sydney is at the forefront of the biggest infrastructure delivery program in history and for once, we are in the fortunate position of being able to plan and deliver the roads and rail lines this future city needs, first," Minister Ayres said.

"Securing land for this massive transport infrastructure program will set Western Sydney up for success, open up new opportunities and enable us to effectively link our future communities, connect residents to hundreds of thousands of new jobs.

"We're preserving land for the future north - south rail corridor which will connect Western Sydney Airport with the existing Sydney train network, the Outer Sydney Orbital road and rail freight corridor, a Western Sydney freight connection and a new road connection from the M7 to the Bells Line of Road.

"The release of these corridors marks one of the first steps in delivery of the City Deal which will realise the aspiration of a 30-minute city for Western Sydney, bringing people closer to jobs, education and homes and improve access for freight and logistics vehicles."

Minister Pavey said community feedback is vital to the future rail and road corridors needed for Western Sydney, which will be delivered over the short, medium and long term.

"Building a new city doesn't happen over night, and what's most important is we open up the conversation with residents, community groups, and

businesses right across these crucial corridors to inform final alignments," Minister Pavey said.

"These transport links will improve access for freight and logistics companies and connect to the future Aerotropolis – an urban centre adjacent to the airport planned to bring advanced manufacturing, research, medical, education and commercial facilities, to bring new investment and attract high value jobs to the region."

Community members are invited to have a say at transport.nsw.gov.au/corridors (/corridors) on the proposed alignment with reservation expected to occur mid year.

## Tagged as

Minister for Roads, Maritime and Freight (/tags/minister-for-roads-maritime-and-freight)

Minister for Transport and Infrastructure (/tags/minister-for-transport-and-infrastructure)

nsw.gov.au

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

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FOLIO: 628/810632

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| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 17/2/2021 | 5:22 PM | 5 | 15/9/2018 |

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

LAND

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LOT 628 IN DEPOSITED PLAN 810632
AT EAGLE VALE
LOCAL GOVERNMENT AREA CAMPBELLTOWN
PARISH OF ST PETER COUNTY OF CUMBERLAND
TITLE DIAGRAM DP810632

FIRST SCHEDULE

---

GROOM FAAIU ALE
PRISCILLA YARNELLE ALE
AS JOINT TENANTS (T AE86982)

SECOND SCHEDULE (4 NOTIFICATIONS)

---

1 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
DP810632 -TO DRAIN WATER 1.5 WIDE
2 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP810632 -TO DRAIN WATER 1.5 WIDE
3 DP810632 RESTRICTION(S) ON THE USE OF LAND
4 AJ784815 MORTGAGE TO AMP BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Ale PRINTED ON 17/2/2021

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

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Req:R368013 /Doc:DP 0810632 P /Rev:07-Nov-1992 /NSW LRS /Pgs:ALL /Prt:17-Feb-2021 17:22 /Seq:1 of 3
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PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

'OFFICE USE ONLY'

DP810632

Registered: K.P. 16-7-1991

This is sheet 3 of my plan in 3 sheets dated 27TH MAY 1991

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of which I am certificate No

Council Clerk

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

Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 18th July, 1991

Reduction Ratio 1: 1000

SURVEYOR'S REFERENCE 89/347

EASEMENT TO DRAIN WATER 1·5 WIDE
EASEMENT TO DRAIN WATER 2·5 WIDE
EASEMENT FOR UNDERGROUND MAINS 1 WIDE
EASEMENT FOR WATER SUPPLY WORKS 2·5 WIDE
EASEMENT FOR TRANSMISSION LINE 30 WIDE & VAR. VIDE D.P. 804404

(X) COVENANTS L299058 & M181656
(Y) RESERVATION & CONDITIONS IN CROWN GRANT

SCHEDULE OF CURVED AND SHORT BOUNDARIES

| No | BEARING | DISTANCE | ARC | RADIUS | No | BEARING | DISTANCE | ARC | RADIUS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 272°31'50" | 29·69 | 29·705 | 243·975 | 41 | 130°32'55" | 5·215 | 5·218 | 77·5 |
| 2 | 6°30'30" | 5·705 | - | - | 42 | 87°30'00" | 5·655 | - | - |
| 3 | 49°03'15" | 14 | 14 | 260·575 | 43 | 2°15'00" | 6·105 | - | - |
| 4 | 45°46'55" | 15·99 | 15·99 | 260·575 | 44 | 318°16'55" | 16·41 | 16·42 | 126·5 |
| 5 | 44°02'15" | 1·66 | - | - | 45 | 310°03'15" | 19·56 | 19·56 | 126·5 |
| 6 | 272°15'00" | 5·17 | - | - | 46 | 301°03'05" | 20·48 | 20·5 | 126·5 |
| 7 | 218°05'35" | 2 | 2 | 13 | 47 | 281°46'00" | 20·48 | 20·5 | 126·5 |
| 8 | 159°08'45" | 6·94 | 6·61 | 13 | 48 | 281°46'55" | 22·97 | 23 | 126·5 |
| 9 | 204°44'10" | 8·975 | 9·165 | 13 | 49 | 272°17'30" | 19·45 | 19·5 | 126·5 |
| 10 | 339°14'50" | 2·595 | 2·6 | 13 | 50 | 264°11'20" | 16·27 | 16·285 | 126·5 |
| 11 | 14°21'35" | 12·76 | 13·335 | 13 | 51 | 260°30'00" | 1·01 | - | - |
| 12 | 62°06'15" | 8·185 | 8·33 | 13 | 52 | 260°30'00" | 4·12 | - | - |
| 13 | 61°28'45" | 8·455 | 8·61 | 13 | 53 | 234°34'30" | 4·375 | 4·525 | 5 |
| 14 | 357°30'00" | 5·655 | - | - | 54 | 240°11'10" | 12·555 | 13·21 | 12 |
| 15 | 308°11'50" | 9·39 | 9·4 | 62·5 | 55 | 229°19'55" | 3·18 | 3·19 | 12 |
| 16 | 269°10'05" | 31·4 | 31·74 | 62·5 | 56 | 305°01'40" | 7·465 | 7·595 | 12 |
| 17 | 100°19'55" | 16·275 | 16·32 | 62·5 | 57 | 77°24'15" | 13·615 | 14·475 | 12 |
| 18 | 273°31'30" | 2·75 | 2·75 | 62·5 | 58 | 196°14'05" | 2·71 | 2·745 | 5 |
| 19 | 221°53'40" | 6·38 | - | - | 59 | 111°15'00" | 14·695 | 151·885 | 141·5 |
| 20 | 177°19'20" | 26·965 | 27 | 158 | 60 | 97°00'00" | 5·655 | - | - |
| 21 | 185°16'40" | 16·865 | 16·875 | 158 | 61 | 7°00'00" | 5·655 | - | - |
| 22 | 5°06'35" | 15·99 | 16 | 142 | 62 | 285°56'55" | 6·16 | 6·635 | 5 |
| 23 | 176°15'00" | 1·385 | - | - | 63 | 333°31'35" | 18·985 | 29·035 | 93 |
| 24 | 356°39'15" | 15·99 | 16 | 142 | 64 | 97°00'00" | 5·655 | - | - |
| 25 | 354°23'00" | 5·145 | 5·145 | 142 | 65 | 7°00'00" | 5·655 | - | - |
| 26 | 333°38'50" | 8·765 | 8·94 | 13 | 66 | 322°00'00" | 3·94 | - | - |
| 27 | 327°10'00" | 5·945 | 6 | 13 | 67 | 322°54'45" | 13·06 | 13·06 | 410 |
| 28 | 2°25'30" | 9·755 | 10 | 13 | 68 | 325°00'45" | 17 | 17 | 410 |
| 29 | 46°29'55" | 9·755 | 10 | 13 | 69 | 329°08'00" | 4·148 | 4·15 | 410 |
| 30 | 75°10'55" | 3·01 | 3·015 | 13 | 70 | 334°32'50" | 36·43 | 36·445 | 410 |
| 31 | 100°01'30" | 10·695 | 10·98 | 13 | 71 | 14°19'45" | 102·435 | 102·735 | 390 |
| 32 | 114°06'30" | 7·215 | 7·31 | 13 | 72 | 158°46'55" | 22·91 | 22·915 | 390 |
| 33 | 95°07'45" | 1·30 | 1·30 | 13 | 73 | 161°46'55" | 18 | 18 | 390 |
| 34 | 97°51'45" | 15·12 | 15·145 | 77·5 | 74 | 164°01'20" | 13·19 | 13·19 | 390 |
| 35 | 204°13'30" | 15·72 | - | - | 75 | 165°02'30" | 3·81 | - | - |
| 36 | 281°03'30" | 6·50 | 6·50 | 77·5 | 76 | 80°30'00" | 9·632 | - | - |
| 37 | 106°36'15" | 8·50 | 8·50 | 77·5 | 77 | 210°02'30" | 5·655 | - | - |
| 38 | 197°44'45" | 15 | - | - | 78 | 300°00'30" | 5·655 | - | - |
| 39 | 109°44'45" | 16·97 | 17 | 77·5 | 79 | 188°18'50" | 0·245 | 192 | |
| 40 | 122°18'50" | 16·97 | 17 | 77·5 | | | | | |

| No | BEARING | DISTANCE |
|---|---|---|
| L | 322°00'00" | 3·815 & 19·07 |
| M | 322°00'00" | 3·86 & 18·77 |
| N | 51°37'10" | 3·41 & 11·61 |
| P | 322°00'00" | 3·46 & 11·76 |
| Q | 312°30'00" | 3·41 & 11·76 |
| R | 274°30'00" | 4·98 & 21·605 |
| S | 132°30'00" | 7·565 & 19·41 |
| T | 42°30'00" | 0·5 (CONC. BLK.) |
| V | 2°16'00" | 0·5 (CONC. BLK.) |
| W | 298°46'30" | 8·225 & 29·90 |

| No | BEARING | DISTANCE |
|---|---|---|
| X | 74°17'40" | 3·88 & 12·215 |
| Y | 43°57'10" | 4·31 & 21·705 |
| Z | 60°30'00" | 9·775 & 26·35 |
| AA | 298°30'00" | 3·935 & 20·975 |
| AB | 350°30'00" | 3·405 & 9·52 |
| AC | 350°30'00" | 3·405 & 9·52 |
| AD | 92°00'00" | 3·935 & 11·44 |
| AE | 232°00'00" | 3·765 & 9·54 |
| AF | 232°00'00" | 3·425 & 20·605 |
| AG | 302°17'40" | 7·00 |
| AH | 232°00'00" | 4·35 & 15·595 |
| AK | 28°24'45" | 3·425 & 9·58 |

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DP 810632

Registered: K.P. 16-7-1991

This is sheet 2 of my plan in 3 sheets dated 27TH MAY 1991

Surveyor registered under Surveyors Act 1929

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

Council Clerk

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

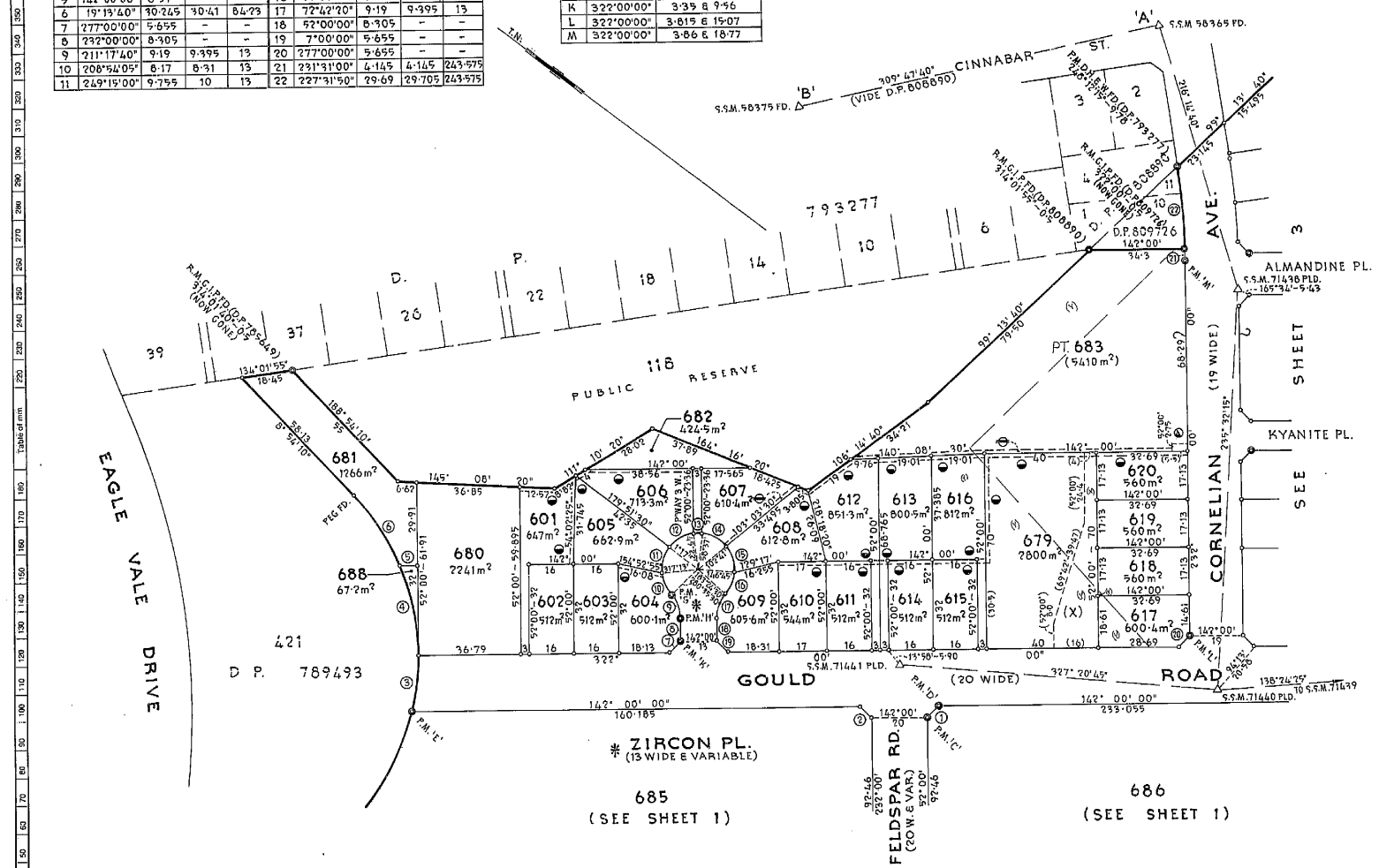
SCHEDULE OF CURVED AND SHORT BOUNDARIES

| No | BEARING | DISTANCE | ARC | RADIUS | No | BEARING | DISTANCE | ARC | RADIUS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 97°00'00" | 5·655 | - | - | 12 | 293°19'25" | 9·755 | 10 | 13 |
| 2 | 187°00'00" | 5·655 | - | - | 13 | 321°56'30" | 3 | 3·005 | 13 |
| 3 | 58°46'25" | 20·14 | 20·19 | 84·23 | 14 | 350°38'50" | 9·755 | 10 | 13 |
| 4 | 40°44'20" | 32·63 | 32·835 | 84·23 | 15 | 34°43'05" | 9·755 | 10 | 13 |
| 5 | 142°00'00" | 6·37 | - | - | 16 | 75°05'10" | 8·175 | 8·315 | 13 |
| 6 | 19°13'40" | 30·245 | 30·41 | 84·23 | 17 | 72°42'20" | 9·19 | 9·395 | 13 |
| 7 | 277°00'00" | 5·655 | - | - | 18 | 52°00'00" | 8·305 | - | - |
| 8 | 232°00'00" | 8·305 | - | - | 19 | 7°00'00" | 5·655 | - | - |
| 9 | 211°17'40" | 9·19 | 9·395 | 13 | 20 | 277°00'00" | 5·655 | - | - |
| 10 | 208°54'05" | 8·17 | 8·31 | 13 | 21 | 231°31'00" | 4·145 | 4·145 | 243·575 |
| 11 | 249°15'00" | 9·755 | 10 | 13 | 22 | 227°31'50" | 29·69 | 29·705 | 243·575 |

PERMANENT MARKS
DRILL HOLES & WINGS IN KERB

| No | BEARING | DISTANCE |
|---|---|---|
| C | 142°00'00" | 3·855 & 16·02 |
| D | 232°00'00" | 4·43 & 15·60 |
| E | 269°10'00" | 5·21 & 18·225 |
| G | 280°35'30" | 4·295 & 21·41 |
| H | 322°00'00" | 3·33 & 9·575 |
| K | 322°00'00" | 3·35 & 9·96 |
| L | 322°00'00" | 3·815 & 15·07 |
| M | 322°00'00" | 3·86 & 18·77 |

- EASEMENT TO DRAIN WATER 1·5 WIDE
- EASEMENT FOR UNDERGROUND MAINS 1 WIDE
- EASEMENT FOR ELECTRICITY PURPOSES 2·75 WIDE
- (X) RESTRICTION ON USE
- (Y) RESERVATIONS & CONDITIONS IN CROWN GRANT




Reduction Ratio 1: 1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 89/347

2

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 18th July, 1991

10 20 30 40 50 60 70 Table of mm 110 120 130 140

Req:R368013 /Doc:DP 0810632 P /Rev:07-Nov-1992 /NSW LRS /Pgs:ALL /Prt:17-Feb-2021 17:22 /Seq:2 of 3
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Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 810632

Registered: K.P. 16-7-1991

C.A:

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8230-43 & 71

Last Plan: D.P. 804404, D.P. 785649 D.P. 809726

PLAN

OF SUBDIVISION OF LOT 576 IN D.P. 804404, LOT 505 IN D.P. 785649 & LOT 16 IN D.P. 809726

Lengths are in metres. Reduction Ratio 1:2500

Mun./Shire City: CAMPBELLTOWN

Locality: EAGLE VALE

Parish: ST. PETER

County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets. (Delete if inapplicable)

I, MICHAEL JOHN GORDON

of JOHN M. DALY & ASSOC. PTY. LTD., P.O. BOX 25, CAMPBELLTOWN 2560

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on 27TH MAY 1991

Signature: Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth 'A'-'B' (SEE SHEET 2) #Insert date of survey.

Plans used in preparation of survey/compilation.
D.P. 261629, D.P. 623276, D.P. 716373, D.P. 774619, D.P. 777464, D.P. 785649, D.P. 787071, D.P. 789493, D.P. 793277, D.P. 804404, D.P. 806479, D.P. 808890, D.P. 809726

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

WHERE ANY LOT SHOWN HEREIN ABUTS ON A NON-TIDAL STREAM OR ROAD THE TITLE EXTENDS ONLY TO THE BOUNDARY OF THE STREAM OR ROAD AND NOT TO THE MIDDLE LINE THEREOF.

PURSUANT TO SECTION 81 OF THE PUBLIC WORKS ACT 1912 AND SECTION 15(5) OF THE HOUSING ACT 1976, IT IS INTENDED TO DEDICATE :-
ALMANDINE PLACE, CORNELIAN AVENUE FELDSPAR ROAD, GOULD ROAD, KYANITE PLACE, PYRITE PLACE, SALTPETRE CLOSE, ZIRCON PLACE AND THE PATHWAYS AS PUBLIC HIGHWAY.

PURSUANT TO SECTION 15(3) OF THE HOUSING ACT 1976, IT IS INTENDED TO PROCLAIM :-
1. LOT 682, LOT 683, AND LOT 684 AS PUBLIC RESERVE

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE :-
1. EASEMENT TO DRAIN WATER 1·5 WIDE
2. CONTINUED

CDS. 2

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

SIGNED BY ME, PERRY FRY WOODLANDS AS DELEGATE OF THE LAND AND HOUSING CORPORATION, AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH DELEGATION

P. F. Woodlands

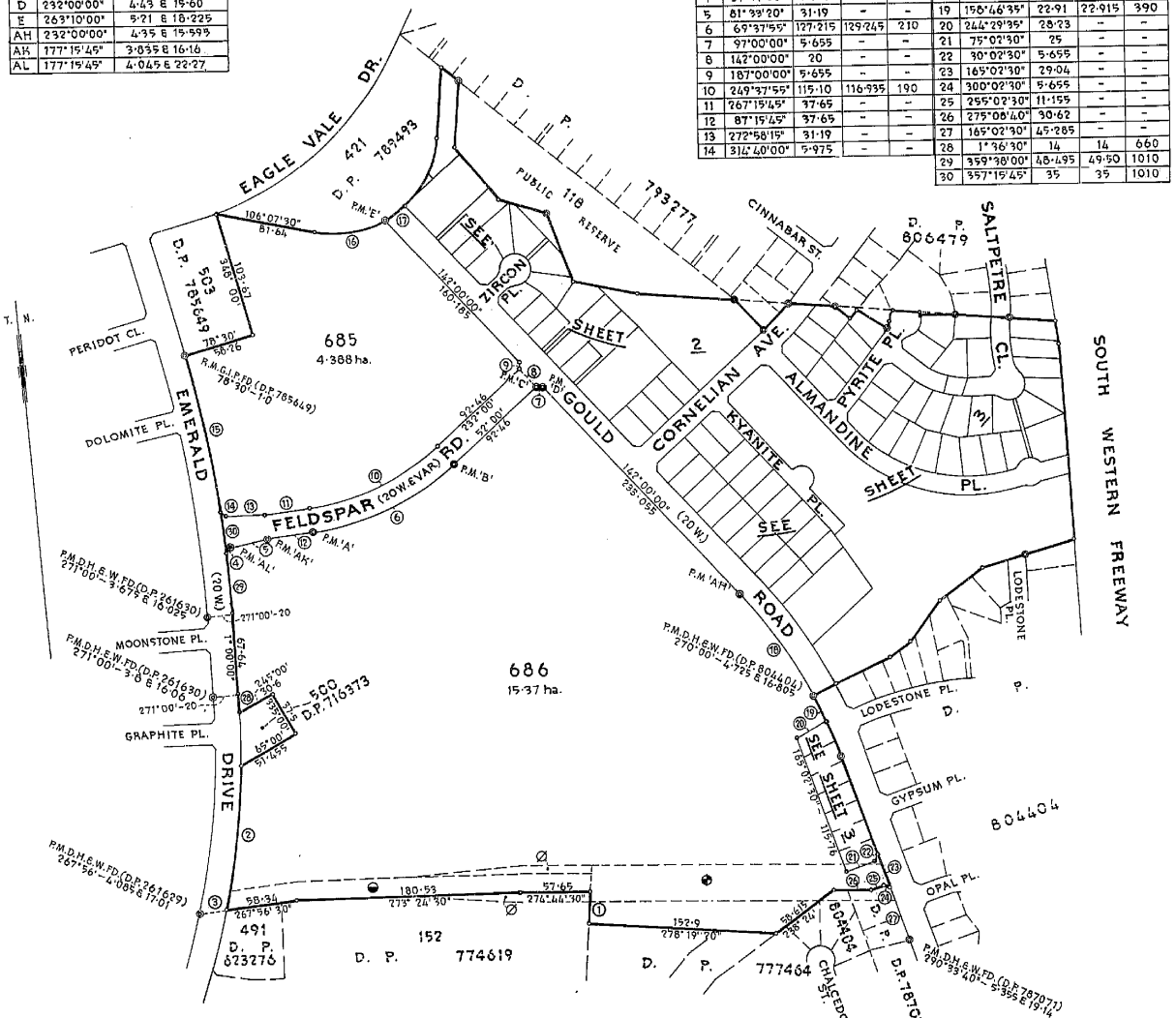
CONTINUED
2. EASEMENT TO DRAIN WATER 2·5 WIDE
3. EASEMENT FOR UNDERGROUND MAINS 1 WIDE
4. EASEMENT FOR ELECTRICITY PURPOSES 2·75 WIDE
5. EASEMENT FOR WATER SUPPLY WORKS 2·5 WIDE
6. RESTRICTION ON USE
7. RESTRICTION ON USE
8. RESTRICTION ON USE
9. RESTRICTION ON USE

PERMANENT MARKS
DRILL HOLES & WINGS IN KERB

| N° | BEARING | DISTANCE |
|---|---|---|
| A | 177°15'45" | 4·00 & 16·075 |
| B | 142°00'00" | 3·84 & 16·03 |
| C | 142°00'00" | 3·855 & 16·02 |
| D | 232°00'00" | 4·43 & 15·60 |
| E | 263°10'00" | 5·21 & 18·225 |
| AH | 232°00'00" | 4·35 & 15·595 |
| AK | 177°15'45" | 3·835 & 16·16 |
| AL | 177°15'45" | 4·045 & 22·27 |

SCHEDULE OF CURVED AND SHORT BOUNDARIES

| N° | BEARING | DISTANCE | ARC | RADIUS | N° | BEARING | DISTANCE | ARC | RADIUS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8°01'40" | 26·245 | – | – | 15 | 352°32'50" | 131·15 | 131·24 | 1010 |
| 2 | 11°05'00" | 118·305 | 118·465 | 660 | 16 | 85°50'30" | 58·175 | 59·40 | 84·23 |
| 3 | 87°56'30" | 21·1 | – | – | 17 | 58°46'25" | 20·14 | 20·19 | 84·23 |
| 4 | 39°51'00" | 5·975 | – | – | 18 | 149°32'45" | 102·435 | 102·735 | 390 |
| 5 | 81°33'20" | 31·19 | – | – | 19 | 156°46'35" | 22·91 | 22·915 | 390 |
| 6 | 69°37'55" | 127·215 | 129·245 | 210 | 20 | 244°29'35" | 28·23 | – | – |
| 7 | 97°00'00" | 5·655 | – | – | 21 | 75°02'30" | 25 | – | – |
| 8 | 142°00'00" | 20 | – | – | 22 | 30°02'30" | 5·655 | – | – |
| 9 | 187°00'00" | 5·655 | – | – | 23 | 165°02'30" | 29·04 | – | – |
| 10 | 249°37'55" | 115·10 | 116·935 | 190 | 24 | 300°02'30" | 5·655 | – | – |
| 11 | 267°15'45" | 37·65 | – | – | 25 | 255°02'30" | 11·155 | – | – |
| 12 | 87°15'45" | 37·65 | – | – | 26 | 275°08'40" | 30·62 | – | – |
| 13 | 272°58'15" | 31·19 | – | – | 27 | 165°02'30" | 45·285 | – | – |
| 14 | 314°40'00" | 5·975 | – | – | 28 | 1°36'30" | 14 | 14 | 660 |
| | | | | | 29 | 359°36'00" | 48·495 | 49·50 | 1010 |
| | | | | | 30 | 357°15'45" | 35 | 35 | 1010 |




- EASEMENT FOR TRANSMISSION LINE 15 WIDE VIDE D.P. 261195
- EASEMENT FOR TRANSMISSION LINE 30 WIDE & VAR. VIDE D.P. 804404
- Ø PROPOSED EASEMENT FOR TRANSMISSION LINE VAR. WIDTH VIDE D.P. 631236

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages.....

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

* (b) the requirements of Part 3 Division 2 of the † Water Board Act 1987 and Water Supply Authorities Act 1987

have been complied with by the applicant in relation to the proposed ..... (Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. .....

Date .....

(Signature) ..... Council Clerk

Council File No. .....

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

† Delete if inapplicable.

PLAN FORM 2

SURVEYOR'S REFERENCE: 89/347 M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 18th July, 1991

Req:R368013 /Doc:DP 0810632 P /Rev:07-Nov-1992 /NSW LRS /Pgs:ALL /Prt:17-Feb-2021 17:22 /Seq:3 of 3
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Req:R368013 /Doc:DP 0810632 P /Rev:07-Nov-1992 /NSW LRS /Pgs:ALL /Prt:17-Feb-2021 17:22 /Seq:1 of 3
© Office of the Registrar-General /Src:TRISEARCH /Ref:Ale

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

'OFFICE USE ONLY'

DP810632

Registered: K.P. 16-7-1991

This is sheet 3 of my plan in 3 sheets dated 27TH MAY 1991

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of which I am certificate No

Council Clerk

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

Plan Drawing only to appear in this space

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 18th July, 1991

Reduction Ratio 1: 1000

SURVEYOR'S REFERENCE 89/347

EASEMENT TO DRAIN WATER 1·5 WIDE
EASEMENT TO DRAIN WATER 2·5 WIDE
EASEMENT FOR UNDERGROUND MAINS 1 WIDE
EASEMENT FOR WATER SUPPLY WORKS 2·5 WIDE
EASEMENT FOR TRANSMISSION LINE 30 WIDE & VAR. VIDE D.P. 804404

(X) COVENANTS L299058 & M181656
(Y) RESERVATION & CONDITIONS IN CROWN GRANT

SCHEDULE OF CURVED AND SHORT BOUNDARIES

| No | BEARING | DISTANCE | ARC | RADIUS | No | BEARING | DISTANCE | ARC | RADIUS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 272°31'50" | 29·69 | 29·705 | 243·975 | 41 | 130°32'55" | 5·215 | 5·218 | 77·5 |
| 2 | 6°30'30" | 5·705 | - | - | 42 | 87°30'00" | 5·655 | - | - |
| 3 | 49°03'15" | 14 | 14 | 260·575 | 43 | 2°15'00" | 6·105 | - | - |
| 4 | 45°46'55" | 15·99 | 15·99 | 260·575 | 44 | 318°16'55" | 16·41 | 16·42 | 126·5 |
| 5 | 44°02'15" | 1·66 | - | - | 45 | 310°03'15" | 19·56 | 19·56 | 126·5 |
| 6 | 272°15'00" | 5·17 | - | - | 46 | 301°03'05" | 20·48 | 20·5 | 126·5 |
| 7 | 218°05'35" | 2 | 2 | 13 | 47 | 281°46'00" | 20·48 | 20·5 | 126·5 |
| 8 | 159°08'45" | 6·94 | 6·61 | 13 | 48 | 281°46'55" | 22·97 | 23 | 126·5 |
| 9 | 204°44'10" | 8·975 | 9·165 | 13 | 49 | 272°17'30" | 19·45 | 19·5 | 126·5 |
| 10 | 339°14'50" | 2·595 | 2·6 | 13 | 50 | 264°11'20" | 16·27 | 16·285 | 126·5 |
| 11 | 14°21'35" | 12·76 | 13·335 | 13 | 51 | 260°30'00" | 1·01 | - | - |
| 12 | 62°06'15" | 8·185 | 8·33 | 13 | 52 | 260°30'00" | 4·12 | - | - |
| 13 | 61°28'45" | 8·455 | 8·61 | 13 | 53 | 234°34'30" | 4·375 | 4·525 | 5 |
| 14 | 357°30'00" | 5·655 | - | - | 54 | 240°11'10" | 12·555 | 13·21 | 12 |
| 15 | 308°11'50" | 9·39 | 9·4 | 62·5 | 55 | 229°19'55" | 3·18 | 3·19 | 12 |
| 16 | 269°10'05" | 31·4 | 31·74 | 62·5 | 56 | 305°01'40" | 7·465 | 7·595 | 12 |
| 17 | 100°19'55" | 16·275 | 16·32 | 62·5 | 57 | 77°24'15" | 13·615 | 14·475 | 12 |
| 18 | 273°31'30" | 2·75 | 2·75 | 62·5 | 58 | 196°14'05" | 2·71 | 2·745 | 5 |
| 19 | 221°53'40" | 6·38 | - | - | 59 | 111°15'00" | 14·695 | 151·885 | 141·5 |
| 20 | 177°19'20" | 26·965 | 27 | 158 | 60 | 97°00'00" | 5·655 | - | - |
| 21 | 185°16'40" | 16·865 | 16·875 | 158 | 61 | 7°00'00" | 5·655 | - | - |
| 22 | 5°06'35" | 15·99 | 16 | 142 | 62 | 285°56'55" | 6·16 | 6·635 | 5 |
| 23 | 176°15'00" | 1·385 | - | - | 63 | 333°31'35" | 18·985 | 29·035 | 93 |
| 24 | 356°39'15" | 15·99 | 16 | 142 | 64 | 97°00'00" | 5·655 | - | - |
| 25 | 354°23'00" | 5·145 | 5·145 | 142 | 65 | 7°00'00" | 5·655 | - | - |
| 26 | 333°38'50" | 8·765 | 8·94 | 13 | 66 | 322°00'00" | 3·94 | - | - |
| 27 | 327°10'00" | 5·945 | 6 | 13 | 67 | 322°54'45" | 13·06 | 13·06 | 410 |
| 28 | 2°25'30" | 9·755 | 10 | 13 | 68 | 325°00'45" | 17 | 17 | 410 |
| 29 | 46°29'55" | 9·755 | 10 | 13 | 69 | 329°08'00" | 4·148 | 4·15 | 410 |
| 30 | 75°10'55" | 3·01 | 3·015 | 13 | 70 | 334°32'50" | 36·43 | 36·445 | 410 |
| 31 | 100°01'30" | 10·695 | 10·98 | 13 | 71 | 14°19'45" | 102·435 | 102·735 | 390 |
| 32 | 114°06'30" | 7·215 | 7·31 | 13 | 72 | 158°46'55" | 22·91 | 22·915 | 390 |
| 33 | 95°07'45" | 1·30 | 1·30 | 13 | 73 | 161°46'55" | 18 | 18 | 390 |
| 34 | 97°51'45" | 15·12 | 15·145 | 77·5 | 74 | 164°01'20" | 13·19 | 13·19 | 390 |
| 35 | 204°13'30" | 15·72 | - | - | 75 | 165°02'30" | 3·81 | - | - |
| 36 | 281°03'30" | 6·50 | 6·50 | 77·5 | 76 | 80°30'00" | 9·632 | - | - |
| 37 | 106°36'15" | 8·50 | 8·50 | 77·5 | 77 | 210°02'30" | 5·655 | - | - |
| 38 | 197°44'45" | 15 | - | - | 78 | 300°00'30" | 5·655 | - | - |
| 39 | 109°44'45" | 16·97 | 17 | 77·5 | 79 | 188°18'50" | 0·245 | 192 | |
| 40 | 122°18'50" | 16·97 | 17 | 77·5 | | | | | |

| No | BEARING | DISTANCE |
|---|---|---|
| L | 322°00'00" | 3·815 & 19·07 |
| M | 322°00'00" | 3·86 & 18·77 |
| N | 51°37'10" | 3·41 & 11·61 |
| P | 322°00'00" | 3·46 & 11·76 |
| Q | 312°30'00" | 3·41 & 11·76 |
| R | 274°30'00" | 4·98 & 21·605 |
| S | 132°30'00" | 7·565 & 19·41 |
| T | 42°30'00" | 0·5 (CONC. BLK.) |
| V | 2°16'00" | 0·5 (CONC. BLK.) |
| W | 298°46'30" | 8·225 & 29·90 |

| No | BEARING | DISTANCE |
|---|---|---|
| X | 74°17'40" | 3·88 & 12·215 |
| Y | 43°57'10" | 4·31 & 21·705 |
| Z | 60°30'00" | 9·775 & 26·35 |
| AA | 298°30'00" | 3·935 & 20·975 |
| AB | 350°30'00" | 3·405 & 9·52 |
| AC | 350°30'00" | 3·405 & 9·52 |
| AD | 92°00'00" | 3·935 & 11·44 |
| AE | 232°00'00" | 3·765 & 9·54 |
| AF | 232°00'00" | 3·425 & 20·605 |
| AG | 302°17'40" | 7·00 |
| AH | 232°00'00" | 4·35 & 15·595 |
| AK | 28°24'45" | 3·425 & 9·58 |

PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DP 810632

Registered: K.P. 16-7-1991

This is sheet 2 of my plan in 3 sheets dated 27TH MAY 1991

Surveyor registered under Surveyors Act 1929

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

Council Clerk

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

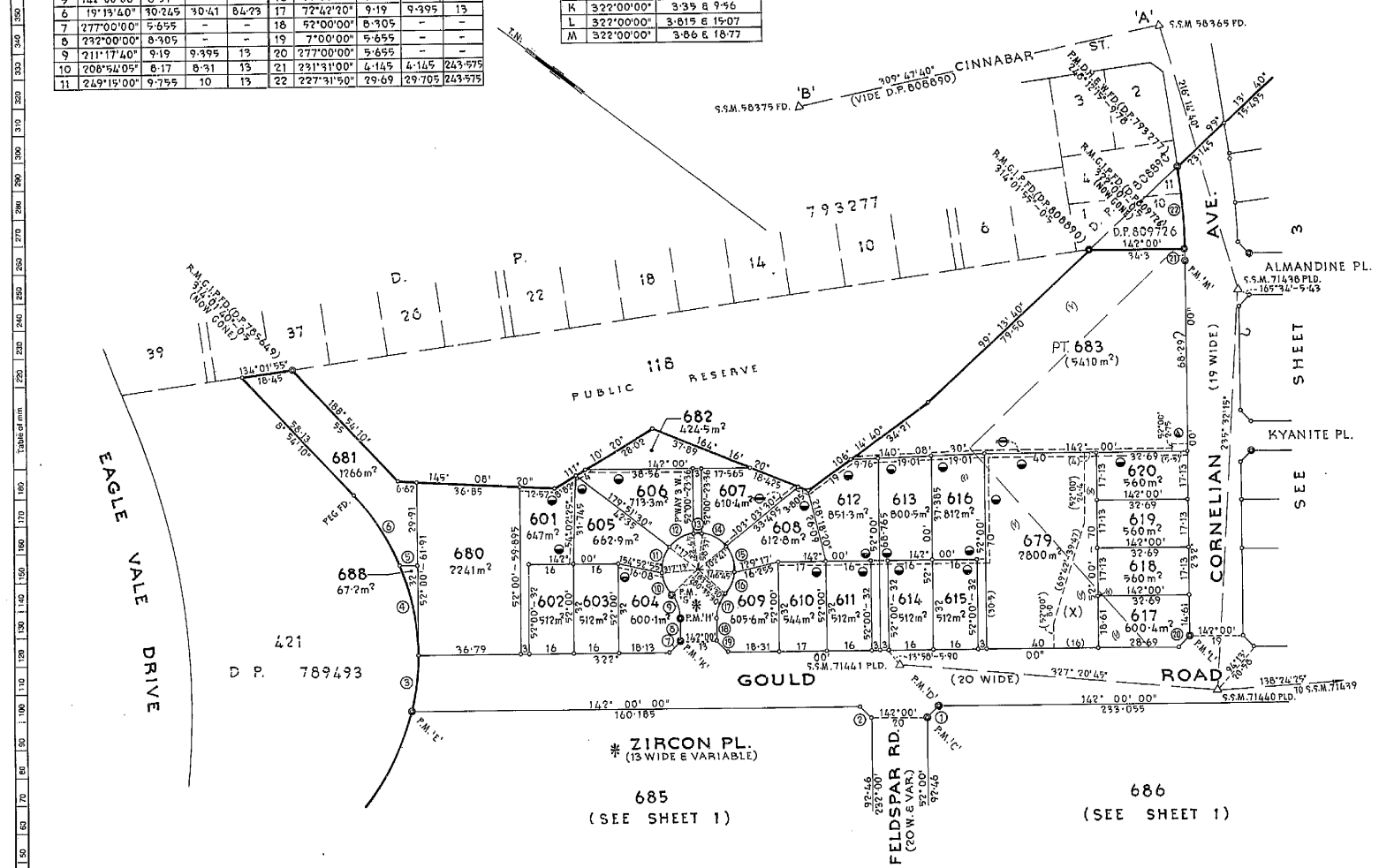
SCHEDULE OF CURVED AND SHORT BOUNDARIES

| No | BEARING | DISTANCE | ARC | RADIUS | No | BEARING | DISTANCE | ARC | RADIUS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 97°00'00" | 5·655 | - | - | 12 | 293°19'25" | 9·755 | 10 | 13 |
| 2 | 187°00'00" | 5·655 | - | - | 13 | 321°56'30" | 3 | 3·005 | 13 |
| 3 | 58°46'25" | 20·14 | 20·19 | 84·23 | 14 | 350°38'50" | 9·755 | 10 | 13 |
| 4 | 40°44'20" | 32·63 | 32·835 | 84·23 | 15 | 34°43'05" | 9·755 | 10 | 13 |
| 5 | 142°00'00" | 6·37 | - | - | 16 | 75°05'10" | 8·175 | 8·315 | 13 |
| 6 | 19°13'40" | 30·245 | 30·41 | 84·23 | 17 | 72°42'20" | 9·19 | 9·395 | 13 |
| 7 | 277°00'00" | 5·655 | - | - | 18 | 52°00'00" | 8·305 | - | - |
| 8 | 232°00'00" | 8·305 | - | - | 19 | 7°00'00" | 5·655 | - | - |
| 9 | 211°17'40" | 9·19 | 9·395 | 13 | 20 | 277°00'00" | 5·655 | - | - |
| 10 | 208°54'05" | 8·17 | 8·31 | 13 | 21 | 231°31'00" | 4·145 | 4·145 | 243·575 |
| 11 | 249°15'00" | 9·755 | 10 | 13 | 22 | 227°31'50" | 29·69 | 29·705 | 243·575 |

PERMANENT MARKS
DRILL HOLES & WINGS IN KERB

| No | BEARING | DISTANCE |
|---|---|---|
| C | 142°00'00" | 3·855 & 16·02 |
| D | 232°00'00" | 4·43 & 15·60 |
| E | 269°10'00" | 5·21 & 18·225 |
| G | 280°35'30" | 4·295 & 21·41 |
| H | 322°00'00" | 3·33 & 9·575 |
| K | 322°00'00" | 3·35 & 9·96 |
| L | 322°00'00" | 3·815 & 15·07 |
| M | 322°00'00" | 3·86 & 18·77 |

- EASEMENT TO DRAIN WATER 1·5 WIDE
- EASEMENT FOR UNDERGROUND MAINS 1 WIDE
- EASEMENT FOR ELECTRICITY PURPOSES 2·75 WIDE
- (X) RESTRICTION ON USE
- (Y) RESERVATIONS & CONDITIONS IN CROWN GRANT




Reduction Ratio 1: 1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: 89/347

2

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 18th July, 1991

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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Plan Drawing only to appear in this space

*OFFICE USE ONLY

DP 810632

Registered: K.P. 16-7-1991

C.A:

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U8230-43 & 71

Last Plan: D.P. 804404, D.P. 785649 D.P. 809726

PLAN

OF SUBDIVISION OF LOT 576 IN D.P. 804404, LOT 505 IN D.P. 785649 & LOT 16 IN D.P. 809726

Lengths are in metres. Reduction Ratio 1:2500

Mun./Shire City: CAMPBELLTOWN

Locality: EAGLE VALE

Parish: ST. PETER

County: CUMBERLAND

This is sheet 1 of my plan in 3 sheets. (Delete if inapplicable)

I, MICHAEL JOHN GORDON

of JOHN M. DALY & ASSOC. PTY. LTD., P.O. BOX 25, CAMPBELLTOWN 2560

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations, 1933 and any special requirements of the Department of Lands, and was completed on 27TH MAY 1991

Signature: Surveyor registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth 'A'-'B' (SEE SHEET 2) #Insert date of survey.

Plans used in preparation of survey/compilation.
D.P. 261629, D.P. 623276, D.P. 716373, D.P. 774619, D.P. 777464, D.P. 785649, D.P. 787071, D.P. 789493, D.P. 793277, D.P. 804404, D.P. 806479, D.P. 808890, D.P. 809726

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

WHERE ANY LOT SHOWN HEREIN ABUTS ON A NON-TIDAL STREAM OR ROAD THE TITLE EXTENDS ONLY TO THE BOUNDARY OF THE STREAM OR ROAD AND NOT TO THE MIDDLE LINE THEREOF.

PURSUANT TO SECTION 81 OF THE PUBLIC WORKS ACT 1912 AND SECTION 15(5) OF THE HOUSING ACT 1976, IT IS INTENDED TO DEDICATE :-
ALMANDINE PLACE, CORNELIAN AVENUE FELDSPAR ROAD, GOULD ROAD, KYANITE PLACE, PYRITE PLACE, SALTPETRE CLOSE, ZIRCON PLACE AND THE PATHWAYS AS PUBLIC HIGHWAY.

PURSUANT TO SECTION 15(3) OF THE HOUSING ACT 1976, IT IS INTENDED TO PROCLAIM :-
1. LOT 682, LOT 683, AND LOT 684 AS PUBLIC RESERVE

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE :-
1. EASEMENT TO DRAIN WATER 1·5 WIDE
2. CONTINUED

CDS. 2

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

SIGNED BY ME, PERRY FRY WOODLANDS AS DELEGATE OF THE LAND AND HOUSING CORPORATION, AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF THE REVOCATION OF SUCH DELEGATION

P. F. Woodlands

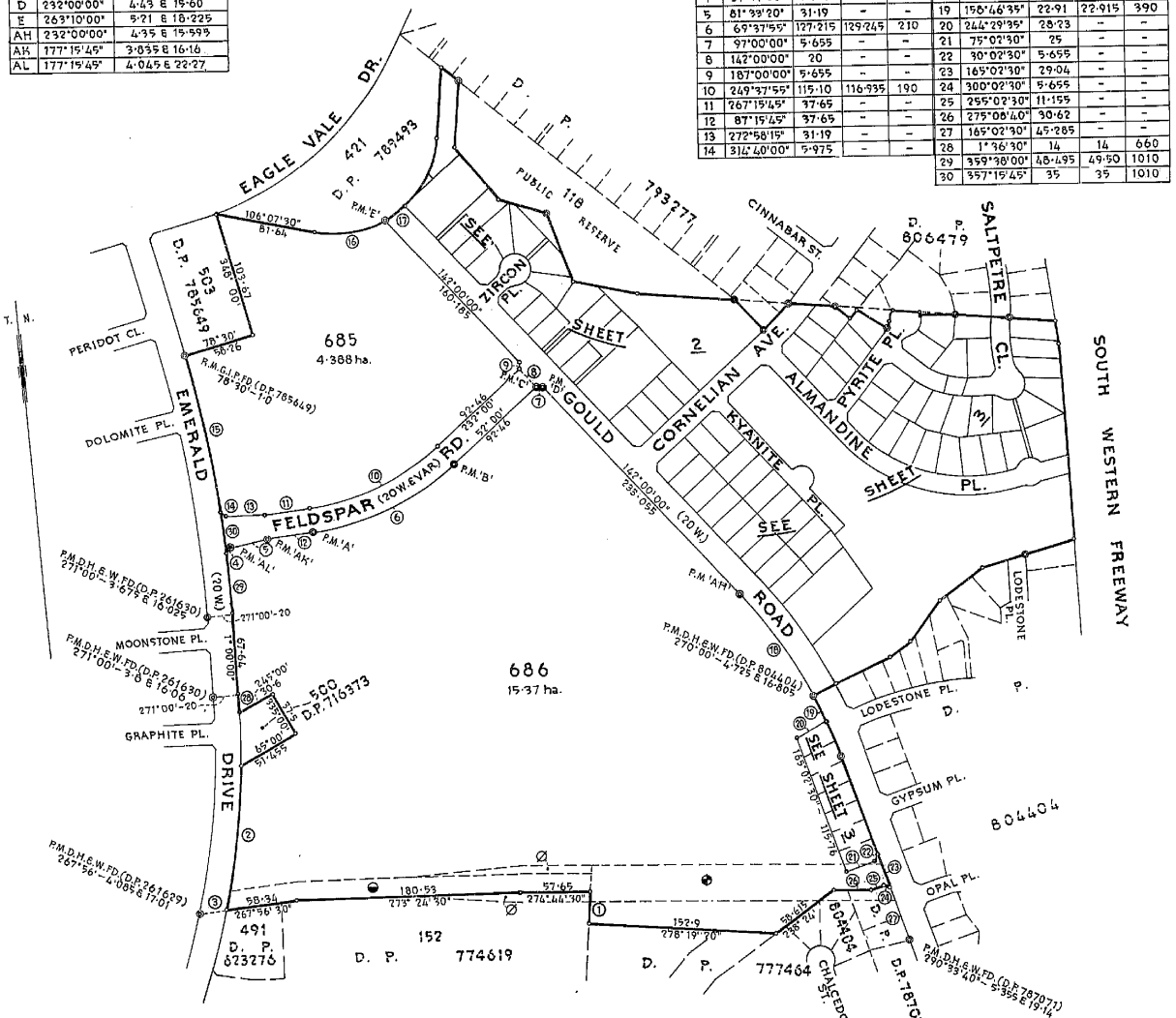
CONTINUED
2. EASEMENT TO DRAIN WATER 2·5 WIDE
3. EASEMENT FOR UNDERGROUND MAINS 1 WIDE
4. EASEMENT FOR ELECTRICITY PURPOSES 2·75 WIDE
5. EASEMENT FOR WATER SUPPLY WORKS 2·5 WIDE
6. RESTRICTION ON USE
7. RESTRICTION ON USE
8. RESTRICTION ON USE
9. RESTRICTION ON USE

PERMANENT MARKS
DRILL HOLES & WINGS IN KERB

| N° | BEARING | DISTANCE |
|---|---|---|
| A | 177°15'45" | 4·00 & 16·075 |
| B | 142°00'00" | 3·84 & 16·03 |
| C | 142°00'00" | 3·855 & 16·02 |
| D | 232°00'00" | 4·43 & 15·60 |
| E | 263°10'00" | 5·21 & 18·225 |
| AH | 232°00'00" | 4·35 & 15·595 |
| AK | 177°15'45" | 3·835 & 16·16 |
| AL | 177°15'45" | 4·045 & 22·27 |

SCHEDULE OF CURVED AND SHORT BOUNDARIES

| N° | BEARING | DISTANCE | ARC | RADIUS | N° | BEARING | DISTANCE | ARC | RADIUS |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8°01'40" | 26·245 | – | – | 15 | 352°32'50" | 131·15 | 131·24 | 1010 |
| 2 | 11°05'00" | 118·305 | 118·465 | 660 | 16 | 85°50'30" | 58·175 | 59·40 | 84·23 |
| 3 | 87°56'30" | 21·1 | – | – | 17 | 58°46'25" | 20·14 | 20·19 | 84·23 |
| 4 | 39°51'00" | 5·975 | – | – | 18 | 149°32'45" | 102·435 | 102·735 | 390 |
| 5 | 81°33'20" | 31·19 | – | – | 19 | 156°46'35" | 22·91 | 22·915 | 390 |
| 6 | 69°37'55" | 127·215 | 129·245 | 210 | 20 | 244°29'35" | 28·23 | – | – |
| 7 | 97°00'00" | 5·655 | – | – | 21 | 75°02'30" | 25 | – | – |
| 8 | 142°00'00" | 20 | – | – | 22 | 30°02'30" | 5·655 | – | – |
| 9 | 187°00'00" | 5·655 | – | – | 23 | 165°02'30" | 29·04 | – | – |
| 10 | 249°37'55" | 115·10 | 116·935 | 190 | 24 | 300°02'30" | 5·655 | – | – |
| 11 | 267°15'45" | 37·65 | – | – | 25 | 255°02'30" | 11·155 | – | – |
| 12 | 87°15'45" | 37·65 | – | – | 26 | 275°08'40" | 30·62 | – | – |
| 13 | 272°58'15" | 31·19 | – | – | 27 | 165°02'30" | 45·285 | – | – |
| 14 | 314°40'00" | 5·975 | – | – | 28 | 1°36'30" | 14 | 14 | 660 |
| | | | | | 29 | 359°36'00" | 48·495 | 49·50 | 1010 |
| | | | | | 30 | 357°15'45" | 35 | 35 | 1010 |




- EASEMENT FOR TRANSMISSION LINE 15 WIDE VIDE D.P. 261195
- EASEMENT FOR TRANSMISSION LINE 30 WIDE & VAR. VIDE D.P. 804404
- Ø PROPOSED EASEMENT FOR TRANSMISSION LINE VAR. WIDTH VIDE D.P. 631236

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages.....

Council Clerk's Certificate

I hereby certify that —

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

* (b) the requirements of Part 3 Division 2 of the † Water Board Act 1987 and Water Supply Authorities Act 1987

have been complied with by the applicant in relation to the proposed ..... (Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. .....

Date .....

(Signature) ..... Council Clerk

Council File No. .....

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

† Delete if inapplicable.

PLAN FORM 2

SURVEYOR'S REFERENCE: 89/347 M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 18th July, 1991

Req:R368013 /Doc:DP 0810632 P /Rev:07-Nov-1992 /NSW LRS /Pgs:ALL /Prt:17-Feb-2021 17:22 /Seq:3 of 3
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres. (Sheet 1 of 7 Sheets)

PART 1.

PLAN DP810632 Plan of subdivision of Lot 576 in D.P. 804404, Lot 505 in D.P. 785649 & Lot 16 in D.P. 809726

Full name and address of proprietor of the land. New South Wales Land and Housing Corporation
Level 1, 2-4 Merton Street
SUTHERLAND NSW 2232

1. Identity of easement firstly referred to in abovementioned plan: Easement to drain water 1.5 wide

Schedule of lots etc. affected

| Lots burdened | Lots benefited |
|---|---|
| 601 | 602, 680 |
| 604 | 603 |
| 605 | 601, 602, 680 |
| 606 | 601, 602, 605, 680 |
| 608 | 607 |
| 610 | 609 |
| 611 | 609, 610 |
| 612 | 607, 608, 609, 610, 611 |
| 613 | 607, 608, 609, 610, 611, 612 |
| 614 | 609, 610, 611 |
| 615 | 609, 610, 611, 614 |
| 616 | 607, 608, 612, 613, |
| 620 | 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 679 |
| 621 | 622, 635, 636, 637, 638 |
| 622 | 635, 636, 637, 638 |
| 626 | 627, 628, 629, 630, 631, 632, 633, 634 |
| 627 | 628, 629, 630, 631 |
| 628 | 629, 630, 631 |
| 629 | 630, 631 |
| 630 | 631 |
| 633 | 632, 634 |
| 636 | 635 |
| 637 | 635, 636, 638 |
| 639 | 640, 641, 642, 643, 644, 645 |
| 640 | 641, 642, 643, 644, 645 |
| 641 | 642, 643, 644, 645 |
| 642 | 643, 644, 645 |
| 643 | 644, 645 |
| 644 | 645 |
| 646 | 687, Lot 12 in D.P. 809726 C.T. Folio 12/809726 |
| 647 | 646, 687 Lot 12 in D.P. 809726 C.T. Folio 12/809726 |
| 652 | 653, Lot 15 in D.P. 809726 C.T. Folio 15/809726 |
| 656 | 652, 653, 654, Lot 15 in D.P. 809726 C.T. Folio 15/809726 |

REGISTERED K.P. 16.7.1991

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres. (Sheet 2 of 7 Sheets)

PART 1.

PLAN DP810632 Plan of subdivision of Lot 576 in D.P. 804404, Lot 505 in D.P. 785649 & Lot 16 in D.P. 809726

1. Identity of easement firstly referred to in abovementioned plan: Easement to drain water 1.5 wide

Schedule of lots etc. affected

| Lots burdened | Lots & Authority benefited |
|---|---|
| 667 | 668 |
| 671 | 670 |
| 672 | 670, 671 |
| 673 | 670, 671, 672 |
| 674 | 670, 671, 672, 673 |
| 675 | 670, 671, 672, 673, 674 |
| 676 | 670, 671, 672, 673, 674, 675 |
| 679 | 607, 608, 609, 610, 611, 612, 613, 614, 615, 616 |
| 687 | Lot 12 in D.P. 809726, C.T. Folio 12/809726 |

NAME OF AUTHORITY whose consent is required to release vary or modify the easement firstly referred to in abovementioned plan.
CAMPBELLTOWN CITY COUNCIL

2. Identity of easement secondly referred to in abovementioned plan: Easement to drain water 2.5 wide

Schedule of lots etc. affected

| Lots burdened | Lots & Authority benefited |
|---|---|
| 657 | Campbelltown City Council |
| 658 | 657, Campbelltown City Council |
| 659 | 657, 658, Campbelltown City Council |
| 660 | 657, 658, 659, Campbelltown City Council |
| 661 | 657, 658, 659, 660, Campbelltown City Council |
| 677 | 657, 658, 659, 660, 661, Campbelltown City Council |

NAME OF AUTHORITY whose consent is required to release vary or modify the easement firstly referred to in abovementioned plan.
CAMPBELLTOWN CITY COUNCIL

3. Identity of easement thirdly referred to in abovementioned plan: Easement for underground mains 1 wide

Schedule of lots etc. affected

| Lots burdened | Authority benefited |
|---|---|
| 607, 683, 684 | Prospect County Council |

4. Identity of easement fourthly referred to in abovementioned plan: Easement for electricity purposes 2.75 wide

Schedule of lots etc. affected

| Lots burdened | Authority benefited |
|---|---|
| 683 | Prospect County Council |

REGISTERED K.P. 16.7.1991

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres. (Sheet 3 of 7 Sheets)

PART 1.

PLAN DP810632 Plan of subdivision of Lot 576 in D.P. 804404, Lot 505 in D.P. 785649 & Lot 16 in D.P. 809726

5. Identity of easement fifthly referred to in abovementioned plan. Easement for water supply works 2.5 wide

Schedule of lots etc. affected

| Lots burdened | Authority benefited |
|---|---|
| 684 | Water Board |

6. Identity of restriction sixthly referred to in abovementioned plan Restriction on use

Schedule of lots etc. affected

| Lots burdened | Lots benefited |
|---|---|
| Each lot except lots 678, 679, 680, 681, 682 683, 684, 685, 686, 687, 688 | Every other lot except lots 678 679, 681, 682, 683, 684, 685, 686 687, 688 |

7. Identity of restriction seventhly referred to in abovementioned plan Restriction on use

Schedule of lots etc. affected

| Lots burdened | Authority benefited |
|---|---|
| 601, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 632, 633, 634, 635, 636, 639, 640, 641, 647, 648, 649, 650, 653, 654, 655, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 677, 678, 679, 680, 631, 637, 638, | Campbelltown City Council |

8. Identity of restriction eighthly referred to in abovementioned plan Restriction on use

Schedule of lots etc. affected

| Lot burdened | Authority benefited |
|---|---|
| 679 | Campbelltown City Council |

9. Identity of restriction ninethly referred to in abovementioned plan Restriction on use

Schedule of lots etc. affected

| Lots burdened | Authority benefited |
|---|---|
| 627, 628, 629, 654, 663, 664, 665, 666 | Campbelltown City Council |

REGISTERED K.P. 16.7.1991

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres. (Sheet 4 of 7 Sheets)

PART 2.

PLAN DP810632 Plan of subdivision of Lot 576 in D.P. 804404, Lot 505 in D.P. 785649 & Lot 16 in D.P. 809726

3. Terms of easement thirdly referred to in abovementioned plan.

An easement for the transmission of electricity with full and free right leave liberty and licence for the Council and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or person and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface or undersurface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

NAME OF AUTHORITY whose consent is required to release vary or modify the easement thirdly referred to in abovementioned plan.
PROSPECT COUNTY COUNCIL

4. Terms of easement fourthly referred to in abovementioned plan.

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining repairing replacing and/or removing such equipment and every person authorised by The Prospect County Council to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that The Prospect County Council and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

NAME OF AUTHORITY whose consent is required to release vary or modify the easement fourthly referred to in abovementioned plan.
PROSPECT COUNTY COUNCIL

REGISTERED K.P. 16.7.1991

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres. (Sheet 5 of 7 Sheets)

PART 2,

PLAN DP810632

Plan of subdivision of Lot 576 in D.P. 804404, Lot 505 in D.P. 785649 & Lot 16 in D.P. 809726

5. Terms of easement for Water Supply Works fifthly referred to in abovementioned plan.

An easement for Water Supply Works in the terms set out in Memorandum X342178 filed in the Land Titles Office. For the purposes of this Instrument, references within Memorandum X342178, to the "Transferee" shall be taken to be references to the Authority hereby benefited and references to the "Transferor" Shall be taken to be references to the Registered Proprietor from time to time of the land burdened, AND FURTHER, references to "the said land" shall be taken as references to the site of the subject easement hereby created.

NAME OF AUTHORITY empowered to release vary or modify the easement fifthly referred to in abovementioned plan. WATER BOARD.

6. Terms of restriction sixthly referred to in abovementioned plan.

(a) No more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened.

(b) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.

(c) Without the prior consent in writing of the New South Wales Land and Housing Corporation which the New South Wales Land and Housing Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever, no building or structure shall be erected on any lot burdened having external walls other than of new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit-type construction or which has been transported to or re-assembled on such a lot.

(d) No fence shall be erected on each lot burdened, closer to the street than the house building line, as fixed by the responsible Shire, Municipal or City Council.

(e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation without the consent of the New South Wales Land and Housing Corporation or its successors other than purchasers on sale but consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this convenant in regard to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.

(f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

REGISTERED K.P. 167.1991

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres. (Sheet 6 of 7 Sheets)

PART 2,

PLAN DP810632

Plan of subdivision of Lot 576 in D.P. 804404, Lot 505 in D.P. 785649 & Lot 16 in D.P. 809726

6. Terms of restriction sixthly referred to in abovementioned plan.

(g) No sanitary convenience erected on each lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said Lot fronts then the same shall be suitably screened.

(h) No earth clay stone gravel soil or sand shall be excavated carried away or removed from each lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said lot or for any purposes incidental or ancillary thereto.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use sixthly referred to in abovementioned plan.
NEW SOUTH WALES LAND AND HOUSING CORPORATION

7. Terms of restriction seventhly referred to in abovementioned plan.

The Lots hereby burdened shall not be used for residential purposes UNLESS the transferor has advised the Transferee that the land has been filled and that no building shall be constructed theron UNLESS the footing/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by the Council of the City of Campbelltown.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use seventhly referred to in abovementioned plan.
CAMPBELLTOWN CITY COUNCIL

8. Terms of restriction eighthly referred to in abovementioned plan.

The lots hereby burdened shall not be used for residential purposes UNLESS the transferor has advised the transferee that the land has been filled and that a granular drainage blanket and subsoil drain have been incorporated in the fill on that part of the lot delineated on the plan and that no building shall be constructed or structure erected thereon UNLESS the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geotechnical advice in the form of a report prepared by a laboratory registered with the National Association of Testing Authorities and approved by the Council of the City of Campbelltown.

No alteration shall be permitted to the finished surface levels by site regarding works as shown on Works As Executed Plans approved by Council for the subdivision created by the plan herein firstly mentioned, without the prior written consent of Council. A plan showing full details of any proposed alterations shall be submitted to Council for approval prior to their commencement. Council may also require the submission of Works As Executed Plan certified by a Registered Surveyor.

The lot will also be burdened with the standard Council Restriction for filled lots.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use eighthly referred to in abovementioned plan.
CAMPBELLTOWN CITY COUNCIL

REGISTERED K.P. 167.1991

3

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 18th July, 1991

Req:R368014 /Doc:DP 0810632 B /Rev:04-Nov-1992 /NSW LRS /Pgs:ALL /Prt:17-Feb-2021 17:22 /Seq:3 of 4
© Office of the Registrar-General /Src:TRISEARCH /Ref:Ale

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF LAND INTENDED TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres. (Sheet 7 of 7 Sheets)

PART 2.

PLAN DP810632

Plan of subdivision of Lot 576 in
D.P. 804404, Lot 505 in D.P. 785649
& Lot 16 in D.P. 809726

9. Terms of restriction ninethly referred to in abovementioned plan.

The owners or occupiers for the time being of the lots so burdened shall not deposit household containers for collection by Campbelltown City Council or their appointed contractor in any other location than the kerb line in the main thoroughfare of the Public Road adjoining.

NAME OF AUTHORITY whose consent is required to release vary or modify the restriction on use ninethly referred to in abovementioned plan.

CAMPBELLTOWN CITY COUNCIL

SIGNED by me PERRY FRY WOODLANDS )
as DELEGATE of the NEW SOUTH WALES )
LAND AND HOUSING CORPORATION who )
hereby declares that he has no )
notice of the revocation of the )
delegation in the presence of: )

New South Wales Land and Housing Corporation
by its delegate:

REGISTERED 16.7.1991

4

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 18th July, 1991

Req:R368014 /Doc:DP 0810632 B /Rev:04-Nov-1992 /NSW LRS /Pgs:ALL /Prt:17-Feb-2021 17:22 /Seq:4 of 4
© Office of the Registrar-General /Src:TRISEARCH /Ref:Ale

**Issue Date:** 18 February 2021
**Application Number:** 202100601
**Receipt Number:** 5008953

Iproperty Conveyancing
PO Box 802
NARELLAN NSW 2567

Your Reference: ALE:28871

# PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Section 10.7 Planning Certificate phone enquiries: (02) 4645 4560.

**Property Address:** 14 Kyanite Place
EAGLE VALE NSW 2558

**Property Description:** Lot 628 DP 810632

As at the date of issue, the following matters apply to the land subject of this certificate:

## INFORMATION PROVIDED UNDER SECTION 10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979 (the Act)

### PART 1 – Names of relevant planning instruments and DCPs

**Planning Instrument:** Campbelltown LEP 2015

**Effect:** R3 Medium Density Residential

(1) The following environmental planning instruments apply to the carrying out of development on the land subject of this certificate:

**Local environmental plans (LEPs) and deemed environmental planning instruments**

Campbelltown LEP 2015

For further information about these local environmental plans and deemed environmental planning instruments, contact Council's Environmental Planning Section on (02) 4645 4608.

**State environmental planning policies (SEPPs)**

SEPP No.21 – Caravan Parks

SEPP No.30 – Intensive Agriculture

SEPP No.33 – Hazardous and Offensive Development

SEPP No.50 – Canal Estate Development

SEPP No.55 – Remediation of Land

SEPP No.64 – Advertising and Signage

SEPP No.65 – Design Quality of Residential Apartment Development

SEPP No.70 – Affordable Housing (Revised Schemes)

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

SEPP No.19 - Bushland in Urban Areas

SEPP (Vegetation in Non-Rural Areas) 2017

SEPP (Western Sydney Aerotropolis) 2020

SEPP (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Mining, Petroleum Production and Extractive Industries) 2007

SEPP (Miscellaneous Consent Provisions) 2007

SEPP (Infrastructure) 2007

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Affordable Rental Housing) 2009

SEPP (State and Regional Development) 2011

SEPP (Educational Establishments and Child Care Facilities) 2017

SEPP (Koala Habitat Protection) 2020

Greater Metropolitan REP No.2 - Georges River Catchment

For further information about these State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(2) The following proposed environmental planning instruments, which are or have been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified Council that the making of the proposed instrument has been deferred indefinately or has not been approved), will apply to the carrying out of development on the land subject of this certificate:

**Draft local environmental plans (LEPs)**

Draft Campbelltown LEP 2015 (Amendment No. 24)

For further information about these draft local environmental plans, contact Council's Environmental Planning Section on (02) 4645 4608.

**Draft State environmental planning policies (SEPPs)**

None

For further information about these draft State environmental planning policies, contact the Department of Planning and Environment (www.planning.nsw.gov.au).

(3) The following development control plans (DCPs) apply to the carrying out of development on the land subject of this certificate:

Campbelltown (Sustainable City) DCP 2015

For further information about these development control plans, contact Council's Environmental Planning Section on (02) 4645 4608. Please note that the names of any draft development control plans that apply to the land subject of this certificate, that have been placed on exhibiton by Council but have not yet come into effect, are provided as advice under section 10.7(5) of the Act.

**PART 2 – Zoning and land use under relevant LEPs**

a) The following zone(s) apply to the land subject of this certificate:

R3 Medium Density Residential

b) The purposes for which the plan or instrument provides that development may be carried out without the need for development consent are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.1 of the Campbelltown LEP 2015 allow certain types of development to be carried out as exempt development within the Campbelltown City local government area.

c) The purposes for which the plan or instrument provides that development may not be carried out except with development consent are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.

In addition, SEPP (Exempt and Complying Development Codes) 2008 and clause 3.2 of the Campbelltown LEP 2015 allow certain types of development to be carried out as complying development within the Campbelltown City local government area after a complying development certificate has been obtained from Council or from an accredited certifier. Clause 2.5 of the Campbelltown LEP 2015 also allows for additional permitted uses with development consent on particular land.

d) The purposes for which the plan or instrument provides that development is prohibited are detailed in the land use table for each zone. Reference should be made to either Attachment 1 to this certificate or the appropriate section of the attached copy of the plan or instrument.

e) Any development standards applying to the land subject of this certificate that fix minimum land dimensions for the erection of a dwelling-house and, if so, the minimum land dimensions so fixed are detailed in the relevant section of the plan or instrument. Reference should be made to either Attachment 2 to this certificate or the appropriate section(s) of the attached copy of the plan or instrument. In addition, certain Council development control plans may impose minimum development standards for the creation of allotments and/or minimum site area and dimensions for the erection of a dwelling-house.

For further information about items a), b), c), d) and e) above, contact Council's Environmental Planning Section on (02) 4645 4608.

f) The land subject of this certificate does not include or comprise critical habitat.

g) The land subject of this certificate is not in a conservation area (however described).

h) No item of environmental heritage (however described) is situated on the land subject of this certificate.

## PART 2A – Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

None

## PART 3 – Complying development

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

Housing Code – on all of the land

Housing Alterations Code – on all of the land

Commercial and Industrial Alterations Code – on all of the land

Subdivisions Code – on all of the land

Rural Housing Code – on all of the land

General Development Code – on all of the land

Demolition Code – on all of the land

Commercial and Industrial (New Buildings and Additions) Code – on all of the land

Fire Safety Code – on all of the land

Low Rise Housing Diversity Code – on all of the land

Container Recycling Facilities Code – on all of the land

Please note that reference should also be made to the relevant parts of this policy for the general requirements for complying development and to the relevant codes for complying development which may also include provisions relating to zoning, lot size etc.

(2) Complying development may not be carried out on the land subject of this certificate under each of the following codes for complying development, to the extent shown and for the reason(s) stated, 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:

Greenfield Housing Code – on any part of the land
(Note: the Greenfield Housing Code only applies within the Greenfield Housing Code Area)

## PART 4 – Coastal protection

The land subject of this certificate is not affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that Council has been notified by the Department of Finance, Services and Innovation.

Please note that Campbelltown City Council is not defined as a coastal council under the Coastal Protection Act 1979.

**PART 5 – Mine subsidence**

The land subject of this certificate is not within a proclaimed Mine Subsidence District within the meaning of the Coal Mine Subsidence Compensation Act 2017.

**PART 6 – Road widening and road realignment**

The land subject of this certificate is not affected by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of Council.

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

a) Council has adopted a policy with respect to all land within the Campbelltown City local government area with unusual site conditions. This policy restricts the development of land where extensive earthworks and/or filling has been carried out. Land, the development of which is restricted by this policy, has a restriction as to user placed on the title of the land stating the details of any restriction. Building lots can be affected by excessive land gradient, filling, reactive or dispersive soils, overland flow and/or mine subsidence. Buildings, structures or site works may require specific structural design to ensure proper building construction. Consequently, some applications may require the submission of structural design details and geotechnical reports. It is suggested that prior to lodging an application, enquiries be made to Council's Planning and Environment Division to ascertain any specific requirements.

b) Council has adopted by resolution the certified Campbelltown LGA Bush Fire Prone Land Map. This map identifies bush fire prone land within the Campbelltown City local government area as defined in section 10.3 of the Act. Where the land subject of this certificate is identified as bush fire prone land, the document entitled "Planning for Bush Fire Protection" prepared by the NSW Rural Fire Service in co-operation with the Department of Planning and dated November 2019 should be consulted with regards to possible restrictions on the development of the land because of the likelihood of bushfire.

c) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of tidal inundation.

d) The land subject of this certificate is not affected by a policy adopted by Council or adopted by any other public authority and notified to Council for reference in a planning certificate that restricts the development of the land because of the likelihood of acid sulphate soils.

**PART 7A – Flood related development controls information**

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

(2) Development on all or part of the land subject of this certificate for any other purpose is not subject to flood related development controls.

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

Please note that some additional information regarding flooding and flood related development controls may be provided as advice under section 10.7(5) of the Act.

## PART 8 – Land reserved for acquisition

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land subject of this certificate provides for the acquisition of this land by a public authority, as referred to in section 3.15 of the Act.

## PART 9 – Contribution plans

The following contribution plan(s) apply to the land subject of this certificate:

Campbelltown Local Infrastructure Contributions Plan 2018

For further information about these contribution plans, contact Council's Environmental Planning Section on (02) 4645 4608.

## PART 9A – Biodiversity certified land

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

Please note that biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

## PART 10 – Biodiversity stewardship sites

The land subject of this certificate is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (but only in so far as Council has been notified of the existence of such an agreement by the Chief Executive of the Office of Environment and Heritage).

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

## PART 10A – Native vegetation clearing set asides

The land subject of this certificate does not contain a set aside under section 60ZC of the Local Land Services Act 2013 (but only in so far as Council has been notifed of the existance of such a set aside area by Local Land Services or it is registered in the public register under that section).

## PART 11 – Bush fire prone land

None of the land subject of this certificate has been identified as bush fire prone land on the Campbelltown City Council - Bush Fire Prone Land Map that has been certified for the purposes of section 10.3(2) of the Act.

**PART 12 – Property vegetation plans**

No property vegetation plan applies to the land subject of this certificate.

Please note that the whole of the Campbelltown City local government area is excluded from the operation of the Native Vegetation Act 2003.

**PART 13 – Orders under Trees (Disputes Between Neighbours) Act 2006**

No order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land subject of this certificate (but only to the extent that Council has been notified of any such orders).

**PART 14 – Directions under Part 3A**

No direction, in force under section 75P(2)(c1) of the Act, that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land subject of this certificate under Part 4 of the Act does not have effect, has been issued by the Minister.

**PART 15 – Site compatibility certificates and conditions for seniors housing**

a) No current site compatibility certificate (seniors housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

b) No conditions of consent to a development application, granted after 11 October 2007, of the kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed in respect of proposed development on the land subject of this certificate.

**PART 16 – Site compatibility certificates for infrastructure**

No valid site compatibitlity certificate (infrastructure), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

**PART 17 – Site compatibility certificates and conditions for affordable rental housing**

(1) No current site compatibility certificate (affordable rental housing), of which Council is aware, exists in respect of proposed development on the land subject of this certificate.

(2) No conditions of consent to a development application of the kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed in respect of proposed development on the land subject of this certificate.

**PART 18 – Paper subdivision information**

(1) No adopted development plan or development plan that is proposed to be subject to a consent ballot apply to the land subject of this certificate.

(2) No subdivision order applies to the land subject of this certificate.

**PART 19 – Site verification certificates**

No current site verification certificate issued under Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007 (of which Council is aware) applies to the land subject of this certificate.

**PART 20 – Loose-fill asbestos insulation**

No residential dwelling erected on the land subject of this certificate has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

For more information contact NSW Fair Trading (www.fairtrading.nsw.gov.au)

**PART 21 – Affected building notices and building product rectification orders**

(1) No affected building notice of which Council is aware is in force in respect of the land subject of this certificate.

(2)

(a) No building product rectification order of which Council is aware and that has not been fully complied with is in force in respect of the land subject of this certificate.

(b) No notice of intention to make a building product rectification order of which Council is aware and that is outstanding has been given in respect of the land subject of this certificate.

(3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017 and building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

**Matters prescribed by section 59(2) of the Contaminated Land Management Act 1997**

(a) The land subject of this certificate is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

(b) The land subject of this certificate is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.

(c) The land subject of this certificate is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

(d) The land subject of this certificate is not subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

(e) The land subject of this certificate is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 provided to Council.

Jim Baldwin, per
**Director City Development**

# Attachment 1

# Campbelltown Local Environmental Plan 2015

## Zone R3 Medium Density Residential

**1 Objectives of zone**

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for a wide range of housing choices in close proximity to commercial centres, transport hubs and routes.
- To enable development for purposes other than residential only if that development is compatible with the character and scale of the living area.
- To minimise overshadowing and ensure a desired level of solar access to all properties.

**2 Permitted without consent**

Nil

**3 Permitted with consent**

Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Car parks; Child care centres; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home occupations; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (outdoor); Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing

**4 Prohibited**

Any development not specified in item 2 or 3

*NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au*

# Attachment 2

# Campbelltown Local Environmental Plan 2015

## 4.1 Minimum subdivision lot size

(1) The objectives of this clause are as follows:

(a) to ensure that the density of development is compatible with the capacity of existing and proposed infrastructure,

(b) to ensure that the density of settlement will be compatible with the objectives of the zone,

(c) to limit the density of settlement in environmentally, scenically or historically sensitive areas,

(d) to ensure lot sizes are compatible with the conservation of natural systems, including waterways, riparian land and groundwater dependent ecosystems,

(e) to facilitate viable agricultural undertakings,

(f) to protect the curtilage of heritage items and heritage conservation areas,

(g) to facilitate a diversity of housing forms.

(2) This clause applies to a subdivision of any land shown on the Lot Size Map that requires development consent and that is carried out after the commencement of this Plan.

(3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

(4) This clause does not apply in relation to the subdivision of individual lots in a strata plan or community title scheme.

(4A) If a lot is a battle-axe lot or other lot with an access handle, the area of the access handle is not to be included in calculating the lot size.

(4B) Despite subclause (3), development consent may be granted for the subdivision of land into lots that do not meet the minimum size shown on the Lot Size Map if the lots are residue lots resulting

## 4.1AA Minimum subdivision lot size for community title schemes

(1) The objectives of this clause are as follows:

(a) to provide for the proper and orderly development of land,

(b) to ensure that land developed under the *Community Land Development Act 1989* will achieve densities consistent with the objectives of the zone,

(c) to protect the curtilage of heritage items and heritage conservation areas.

(2) This clause applies to a subdivision (being a subdivision that requires development consent) under the *Community Land Development Act 1989* of land in any of the following zones:

(a) Zone RU2 Rural Landscape,

(b) Zone R2 Low Density Residential,

(c) Zone R3 Medium Density Residential,

(d) Zone R5 Large Lot Residential,

(e) Zone E3 Environmental Management,

(f) Zone E4 Environmental Living.

(3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the *Community Land Development Act 1989*) is not to be less than the minimum size shown on the Lot Size Map in relation to that land.

## 4.1A Maximum dwelling density in certain residential areas

(1) The objectives of this clause are as follows:

(a) to restrict the dwelling yield on certain land,

(b) to ensure that infrastructure is not overburdened,

(c) to provide for a diversity of dwelling types.

(2) This clause applies to land identified as “Restricted dwelling yield” on the Restricted Dwelling Yield Map.

(3) Despite clauses 4.1, 4.1AA, 4.1B and 4.1C, the total number of dwellings that may be created by the development of land specified in Column 1 of the table to this clause must not exceed the number specified in Column 2 of the table.

| Column 1 | Column 2 |
|---|---|
| “Area 1” on the Restricted Dwelling Yield Map, being land at Airds-Bradbury | 2104 |
| “Area 2” on the Restricted Dwelling Yield Map, being land at Claymore | 1490 |
| “Area 3”on the Restricted Dwelling Yield Map, being land at the Western Sydney University | 850 |

## 4.1B Minimum subdivision lot sizes for dual occupancies in certain zones

(1) The objectives of this clause are as follows:

(a) to achieve planned residential density in certain zones,

(b) to ensure that lot sizes are consistent with the predominant subdivision pattern of the area and maintain a low density residential character in existing neighbourhoods,

(c) to facilitate development applications seeking concurrent approval for dual occupancy development and subdivision,

(d) to prevent the fragmentation of land.

(2) Despite clause 4.1, development consent may be granted to development for the purpose of a dual occupancy if the development will be on a lot that is at least the minimum size shown on the Lot Size for Dual Occupancy Development Map in relation to that land.

(3) Despite clause 4.1 and subclause (2), development consent may be granted for the subdivision of land in Zone R2 Low Density Residential into lots that

are less than the minimum lot size shown on the Lot Size Map in relation to that land if:

(a) there is an existing dual occupancy on the land that was lawfully erected under an environmental planning instrument or there is a development application for the concurrent approval of a dual occupancy and its subdivision into 2 lots, and

(b) the lot size of each resulting lot will be at least 300 square metres, and

(c) the subdivision will not result in more than one principal dwelling on each resulting lot.

## 4.1C Minimum qualifying site area and lot size for certain residential and child care centre development in residential zones

(1) The objectives of this clause are as follows:

(a) to achieve planned residential densities in certain zones,

(b) to achieve satisfactory environmental and infrastructure outcomes,

(c) to minimise any adverse impact of development on residential amenity,

(d) to minimise land use conflicts.

(2) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in Column 3 of the table.

(3) Development consent may be granted to the subdivision of land in a zone that is specified in the table to this clause for a purpose listed beside the zone, if the area of the lot to be created is equal to or greater than the area specified in Column 4 of the table.

| Column 1 | Column 2 | Column 3 | Column 4 |
|---|---|---|---|
| Dwelling house | Zone R2 Low Density Residential | 500 square metres | 500 square metres |
| Dual occupancy | Zone R2 Low Density Residential | 700 square metres | 300 square metres |
| Semi-detached dwelling | Zone R2 Low Density Residential | 700 square metres | 300 square metres |
| Attached dwelling | Zone R2 Low Density Residential | 1,000 square metres | 300 square metres |
| Child care centres | Zone R2 Low Density Residential or Zone R3 Medium Density Residential | 800 square metres | N/A |
| Residential flat buildings | Zone R4 High Density Residential | 1,200 square metres | 1,200 square metres |

## 4.1D Minimum lot sizes for certain land uses in certain environment protection zones

(1) The objectives of this clause are as follows:

(a) to allow for certain non-residential land uses,

(b) to minimise any adverse impact on local amenity and the natural environment,

(c) to achieve satisfactory environmental and infrastructure outcomes,

(d) to minimise land use conflicts.

(2) This clause applies to land in the following zones:

(a) Zone E3 Environmental Management,

(b) Zone E4 Environmental Living.

(3) Development consent may be granted to development for a purpose specified in the table to this clause on land in a zone listed beside the purpose, if the area of the lot is equal to or greater than the area specified in the table.

| Column 1 | Column 2 | Column 3 |
|---|---|---|
| Animal boarding or training establishments | Zone E3 Environmental Management | 5 hectares |
| Educational establishments | Zone E3 Environmental Management or Zone E4 Environmental Living | 10 hectares |
| Places of public worship | Zone E3 Environmental Management | 10 hectares |

## 4.2 Rural subdivision

(1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.

(2) This clause applies to the following rural zones:

(a) Zone RU1 Primary Production,

(b) Zone RU2 Rural Landscape,

(c) Zone RU4 Primary Production Small Lots,

(d) Zone RU6 Transition.

**Note.** When this Plan was made it did not include all of these zones.

(3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land.

(4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.

(5) A dwelling cannot be erected on such a lot.

**Note.** A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

## 4.2A Erection of dwelling houses or dual occupancies (attached) on land in certain rural and environment protection zones

(1) The objectives of this clause are as follows:

(a) to enable the replacement of lawfully erected dwelling houses and dual occupancies (attached), and the realisation of dwelling entitlements in rural and environment protection zones,

(b) to restrict the extent of residential development in rural and environment protection zones to maintain the existing character,

(c) to recognise the contribution that development density in these zones makes to the landscape and environmental character of those places.

(2) This clause applies to land in the following zones:

(a) Zone RU2 Rural Landscape,

(b) Zone E3 Environmental Management,

(c) Zone E4 Environmental Living.

(3) Development consent must not be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies unless the land:

(a) is a lot that has at least the minimum lot size shown on the Lot Size Map in relation to that land, or

(b) is a lot created under this Plan (other than clause 4.2 (3)), or

(c) is a lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) was permissible immediately before that commencement, or

(d) is a lot resulting from a subdivision for which development consent (or its equivalent) was granted before this Plan commenced and on which the erection of a dwelling house or a dual occupancy (attached) would have been permissible if the plan of subdivision had been registered before that commencement, or

(e) is an existing holding, or

(f) would have been a lot or holding referred to in paragraph (a), (b), (c), (d) or (e) had it not been affected by:

(i) a minor realignment of its boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or

(iii) a consolidation with an adjoining public road or public reserve or for another public purpose.

**Note.** A dwelling cannot be erected on a lot created under clause 9 of *State Environmental Planning Policy (Rural Lands) 2008* or clause 4.2.

(4) Development consent must not be granted under subclause (3) unless:

(a) no dwelling house or dual occupancy (attached) has been erected on the land, and

(b) if a development application has been made for development for the purposes of a dwelling house or dual occupancy (attached) on the land—the application has been refused or it was withdrawn before it was determined, and

(c) if development consent has been granted in relation to such an application—the consent has been surrendered or it has lapsed.

(5) Development consent may be granted for the erection of a dwelling house or a dual occupancy (attached) on land to which this clause applies if there is a lawfully erected dwelling house or dual occupancy (attached) on the land and the dwelling house or dual occupancy (attached) proposed to be erected is intended only to replace the existing dwelling house or dual occupancy (attached).

(6) Development consent may be granted to convert a dwelling house into, or to replace a dwelling house with, a dual occupancy (attached) on land to which this clause applies if no dual occupancy (attached) exists on the land and the dual occupancy (attached) is designed and will be constructed to have the appearance of a single dwelling.

(7) In this clause:

***existing holding*** means land that:

(a) was a holding on the relevant date, and

(b) is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since the relevant date, and includes any other land adjoining that land acquired by the owner since the relevant date.

***holding*** means all adjoining land, even if separated by a road or railway, held by the same person or persons.

***relevant date*** means:

(a) in the case of land to which *Campbelltown (Urban Area) Local Environmental Plan 2002* applied immediately before the commencement of this Plan:

(i) for land identified as “25 February 1977” on the Former LEP and IDO Boundaries Map—25 February 1977, or

(ii) for land identified as “15 July 1977” on the Former LEP and IDO Boundaries Map—15 July 1977, or

(iii) for land identified as “3 November 1978” on the Former LEP and IDO Boundaries Map—3 November 1978, or

(b) in the case of land to which *Campbelltown Local Environmental Plan—District 8 (Central Hills Lands)* applied immediately before the commencement of this Plan—20 September 1974, or

(c) in the case of land to which *Campbelltown Local Environmental Plan No 1* applied immediately before the commencement of this Plan—26 June 1981, or

(d) in the case of land to which *Interim Development Order No 13—City of Campbelltown* applied immediately before the commencement of this Plan—20 September 1974, or

(e) in the case of land to which *Interim Development Order No 15—City of Campbelltown* applied immediately before the commencement of this Plan—27 September 1974, or

(f) in the case of land to which *Interim Development Order No 28—City of Campbelltown* applied immediately before the commencement of this Plan—3 November 1978.

**Note.** The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on the stated date.

## 4.2B Erection of rural workers' dwellings on land in Zones RU2 and E3

(1) The objectives of this clause are as follows:

(a) to facilitate, on the same land, the provision of adequate accommodation for employees involved in existing agricultural activities, including agricultural produce industries,

(b) to maintain the non-urban landscape and development characters of certain rural and environment protection zones.

(2) This clause applies to land in the following zones:

(a) Zone RU2 Rural Landscape,

(b) Zone E3 Environmental Management.

(3) Development consent must not be granted for the erection of a rural worker's dwelling on land to which this clause applies unless the consent authority is satisfied that:

(a) the development will be on the same lot as an existing lawfully erected dwelling house or dual occupancy (attached), and

(b) the development will not impair the use of the land for agricultural activities, including agricultural produce industries, and

(c) the agricultural activity or agricultural produce industry has an economic capacity to support the ongoing employment of rural workers, and

(d) the development is necessary considering the nature of the existing or proposed agricultural activity or agricultural produce industry occurring on the land or as a result of the remote or isolated location of the land, and

(e) there will be not more than one rural worker's dwelling on the lot, and

(f) the development will be a single storey building with a maximum floor area of 120 square metres or not more than 20% of the floor area of any existing dwelling house on that land, whichever is greater.

## 4.2C Exceptions to minimum subdivision lot sizes for certain land in Zones RU2 and E3

(1) The objective of this clause is to allow the owners of certain land to which the following environmental planning instruments applied to excise a home-site area from an existing lot (or existing holding) by the means of a subdivision:

(a) *Campbelltown Local Environmental Plan No 1*,

(b) *Interim Development Order No 15—City of Campbelltown*.

(2) Subclause (3) applies to each lot to which *Campbelltown Local Environmental Plan No 1* applied immediately before its repeal that:

(a) was in existence on 26 June 1981, and

(b) is in Zone E3 Environmental Management, and

(c) has an area of at least 10 hectares.

(3) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the proposed subdivision will result in the

creation of only 2 lots, each of which must have an area of at least 2 hectares.

(4) Subclause (5) applies to each lot to which *Interim Development Order No 15—City of Campbelltown* applied immediately before its repeal that:

(a) was in existence on 18 July 1973, and

(b) is in Zone RU2 Rural Landscape.

(5) Development consent must not be granted to the subdivision of the land to which this subclause applies unless the smallest lot to be created has an area of at least 2 hectares and is required for the erection of a dwelling house for occupation by:

(a) the person who owned the land on 18 July 1973, or

(b) a relative of that owner, or

(c) a person employed or engaged by that owner in the use of land of the owner adjoining or adjacent to that lot for the purpose of agriculture.

(6) The total number of lots that may be created by the subdivision of land to which subclause (5) applies, whether by one or more subdivisions, must not exceed:

(a) if the land to be subdivided had an area of less than 10 hectares—nil, or

(b) if the land to be subdivided had an area of at least 10 hectares but less than 40 hectares—1, or

(c) if the land to be subdivided had an area of at least 40 hectares but less than 80 hectares—2, or

(d) if the land to be subdivided had an area of at least 80 hectares—3.

## 4.2D Exceptions to minimum subdivision lot sizes for certain land in Zone E4

(1) The objective of this clause is to permit the subdivision of certain land in the East Edge Scenic Protection Lands Area to create lots of a size that are less than the minimum lot size shown on the Lot Size Map in relation to that land.

(2) This clause applies to land identified as “1 ha” on the Lot Averaging Map.

(3) Despite clause 4.1, development consent may be granted to the subdivision of land to which this clause applies if the subdivision will not create a number of lots that is more than the number resulting from multiplying the total area of the land being subdivided by the maximum density control number specified on the Lot Averaging Map in relation to that land.

(4) Development consent must not be granted under this clause unless the consent authority is satisfied that:

(a) the pattern of lots created by the subdivision, the provision of access and services and the location of any future buildings on the land will not have a significant detrimental impact on native vegetation, and

(b) each lot to be created by the subdivision contains a suitable land area for:

(i) a dwelling house, and

(ii) an appropriate asset protection zone relating to bush fire hazard, and

(iii) if reticulated sewerage is not available to the lot—on-site sewage treatment, management and disposal, and

(iv) other services related to the use of the land for residential occupation, and

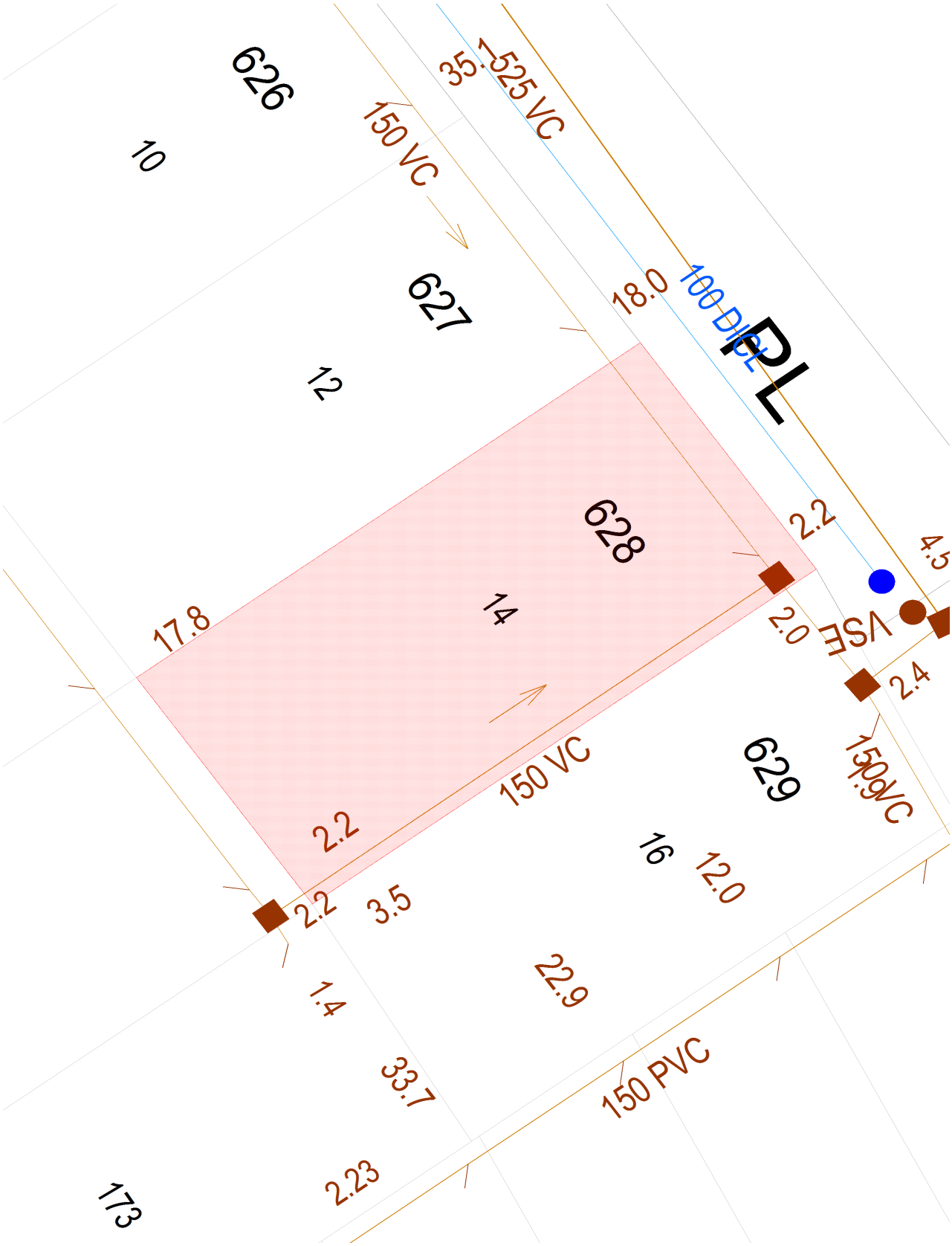
(c) if reticulated sewerage is not available to the lot—a geotechnical assessment demonstrates to the consent authority's satisfaction that the lot can suitably accommodate the on-site treatment, management and disposal of effluent, and

(d) adequate arrangements are in place for the provision of infrastructure to service the needs of development in the locality.

*NOTE: A copy of the complete written instrument for the Campbelltown Local Environmental Plan 2015 is available on the NSW Legislation website at: http://www.legislation.nsw.gov.au*

# Service Location Print

Application Number: 8000450269




Document generated at 17-02-2021 05:30:25 PM

**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

Sewer Main (with flow arrow & size type text) — 225 PVC
Disused Main
Rising Main
Maintenance Hole (with upstream depth to invert) — 1.7
Sub-surface chamber
Maintenance Hole with Overflow chamber
Ventshalft EDUCT — VSE
Ventshaft INDUCT — VSI
Property Connection Point (with chainage to downstream MH) — 10.8
Concrete Encased Section — Concrete Encased
Terminal Maintenance Shaft — TMS
Maintenance Shaft — MS
Rodding Point — RP
Lamphole
Vertical — VERT
Pumping Station — SP0882
Sewer Rehabilitation

### Pressure Sewer

Pressure Sewer Main
Pump Unit (Alarm, Electrical Cable, Pump Unit)
Property Valve Boundary Assembly
Stop Valve
Reducer / Taper
Flushing Point — FP

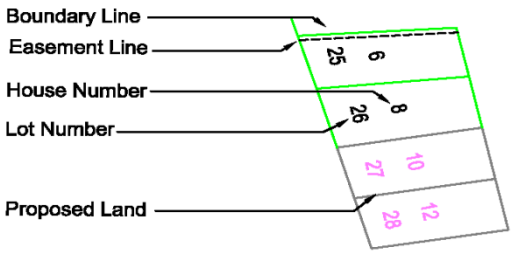
### Vacuum Sewer

Pressure Sewer Main
Division Valve
Vacuum Chamber
Clean Out Point

### Stormwater

Stormwater Pipe
Stormwater Channel
Stormwater Gully
Stormwater Maintenance Hole

### Property Details




Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

### Water

WaterMain - Potable (with size type text) — 200 PVC
Disconnected Main - Potable
Proposed Main - Potable
Water Main - Recycled
Special Supply Conditions - Potable
Special Supply Conditions - Recycled
Restrained Joints - Potable
Restrained Joints - Recycled
Hydrant
Maintenance Hole
Stop Valve
Stop Vale with By-pass
Stop Valve with Tapers
Closed Stop Valve
Air Valve
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

**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**.

## Pipe Types

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

## Further Information

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

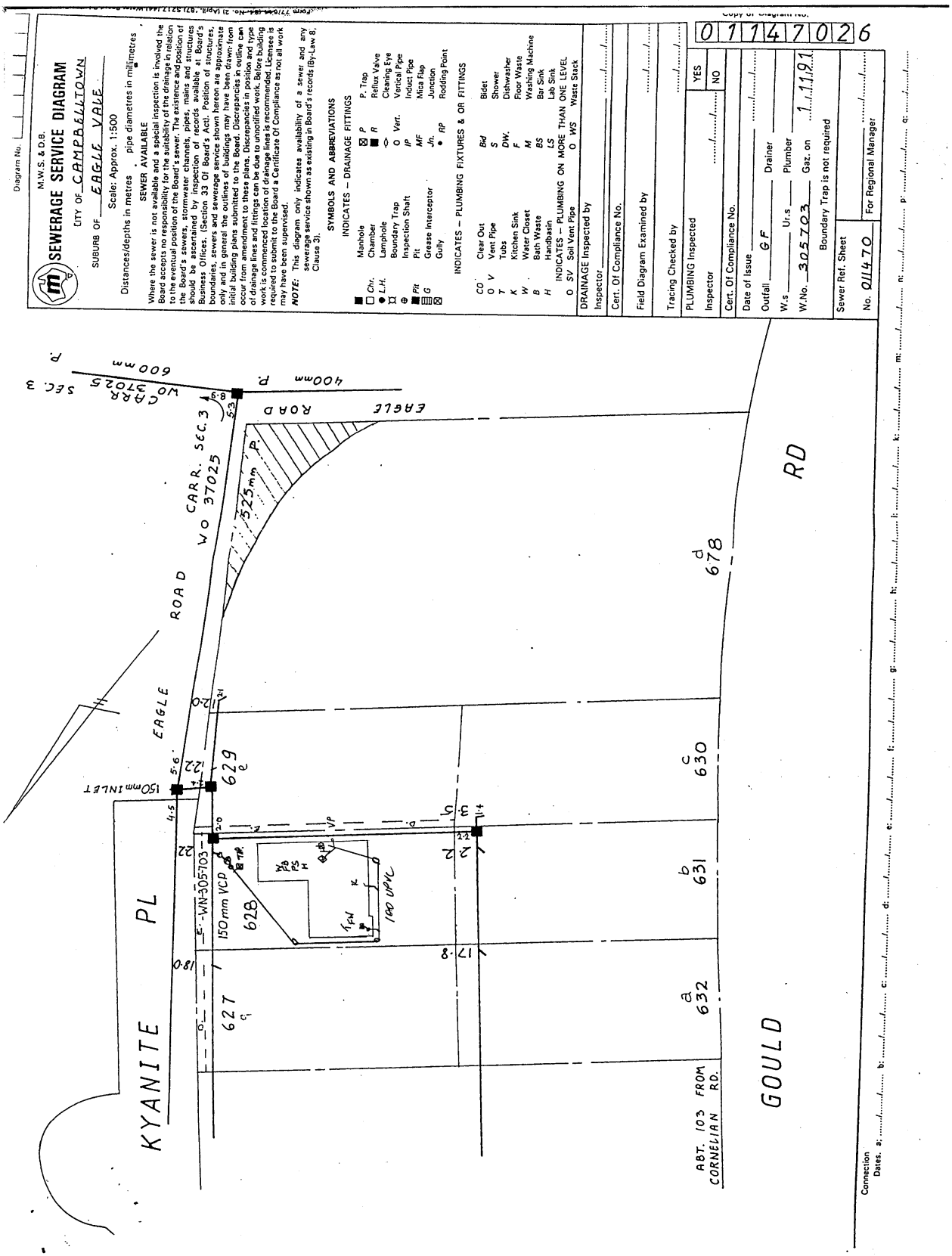
**For general enquiries please call the Customer Contact Centre on 132 092**

**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**.

# Sewer Service Diagram

Application Number: 8000450291

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**Disclaimer**
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

# Standard Form Residential Tenancy Agreement

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

**IMPORTANT INFORMATION**

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

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

**AGREEMENT**

**This Agreement is made on** 11 / 09 / 2020 at: Campbelltown, NSW 2560 NSW ***BETWEEN***

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

Name/s: **Groom Ale & Prisilla Ale**

Phone: Mobile: Email: **Groom80@hotmail.com**

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

Address:

***Note.*** *These details must be provided for landlord(s) if there is no landlord's agent.*

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

Name/s: **Christopher Craig SORBELLO & Keighley SEETO**

Address: **14 Kyanite Place, EAGLE VALE, 2558**

Phone: Mobile: Email:

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

Name/s: **E + W Jardine Investments Pty Ltd T/as First National Real Estate Pinnacle**

Address: **1/138 Queen Street**

**Campbelltown NSW 2560** ACN:

Phone: **( 02 ) 4628 2248** Mobile: ABN: **32129312732**

Licence No.: **20000055** Email: **leanne@fnpinnacle.com.au**

Licence Expiry: **06/10/2020**

**TERM OF AGREEMENT**

The term of this Agreement is:

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

☐ Other (Please specify)

☐ Periodic (no end date)

starting on: 11 / 09 / 2020 and ending on: 12 / 03 / 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.*

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

The residential premises are: **14 Kyanite Place, EAGLE VALE, 2558**

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

**Single Garage**

**RENT/RENT INCREASE**

The rent is: **$400.00** per: **Week** payable in advance starting on: **11 / 09 / 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.*

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

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

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

The tenant must pay the rent in advance on the **Friday** of every **Week**

The method by which the rent must be paid: *(see Clause 4.2)*

(a) to: **First National Pinnacle** at: **1/138 Queen Street, Campbelltown 2560**

by ~~cash~~ or Electronic Funds Transfer (EFT), or

~~(b) into the following account:~~

~~Account Name:~~

~~BSB:~~ ~~Account No.:~~ ~~Bank:~~

~~Payment Reference:~~

or any other account nominated by the landlord; or

(c) as follows: **Direct Debit**

***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 $ **$1600** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☑ NSW Fair Trading through Rental Bonds Online.

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

# IMPORTANT INFORMATION

**MAXIMUM NUMBER OF OCCUPANTS**

No more than **3** persons may ordinarily live in the Premises at any one time.

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

**URGENT REPAIRS**

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Campbelltown Electrical**

Plumbing Repairs: **AB & TB Plumbing / Newman & Barker Plumbing** Phone: **0425 282 244**

Building Repairs: Phone: **0418 296 715 / 0418 254 129**

Other Repairs: **Handyman - Fawsi Faytrouni** Phone:

Phone: **0408 635 060**

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## WATER USAGE

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

## UTILITIES

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

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

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

## SMOKE ALARMS

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

☐ Hardwired smoke alarm ☑ Battery operated smoke alarm

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

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

9 Volt battery - maintained by Smoke alarms Australia.

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

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

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

## STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? ☐ Yes ☑ No
If 'yes', see Clauses 38 and 39

## GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [*OPTIONAL*]

[*Cross out if not applicable*]

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

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

**Landlord**

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

Email Address: **leanne@fnpinnacle.com.au**

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

**Tenant**

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

Email Address: **joneselesa@gmail.com**

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

## CONDITION REPORT

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

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

## TENANCY LAWS

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

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# STANDARD TERMS OF AGREEMENT

## RIGHT TO OCCUPY THE PREMISES

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

## COPY OF AGREEMENT

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

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

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

## RENT

3. **The tenant agrees:**

3.1 to pay rent on time, and

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

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

4. **The landlord agrees:**

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

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

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

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

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

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

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

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

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

## RENT INCREASES

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

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

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

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

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

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

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

## RENT REDUCTIONS

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

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

8.2 cease to be lawfully usable as a residence, or

8.3 are compulsorily appropriated or acquired by an authority.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.6.1 are separately metered, or

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

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

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

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

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

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

12.4 the residential premises have the following water efficiency measures:

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

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

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

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

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

## POSSESSION OF THE PREMISES

**14.** **The landlord agrees:**

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

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

## TENANT'S RIGHT TO QUIET ENJOYMENT

**15.** **The landlord agrees:**

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

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

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

## USE OF THE PREMISES BY TENANT

**16.** **The tenant agrees:**

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

16.2 not to cause or permit a nuisance, and

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

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

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

**17.** **The tenant agrees**:

17.1 to keep the residential premises reasonably clean, and

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

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

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

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

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

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

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

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

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

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

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

## LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

**19.** **The landlord agrees**:

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

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

(a) are structurally sound, and

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

(c) have adequate ventilation, and

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

(e) have adequate plumbing and drainage, and

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

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

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

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

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

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

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

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

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

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

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

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

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

## URGENT REPAIRS

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

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

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

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

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

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

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

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

(a) a burst water service,

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

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

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

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

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

## SALE OF THE PREMISES

**21.** **The landlord agrees**:

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

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

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

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

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

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

## LANDLORD'S ACCESS TO THE PREMISES

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

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

24.2 if the Civil and Administrative Tribunal so orders,

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

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

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

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

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

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

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

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

24.11 if the tenant agrees.

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

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

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

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

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

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

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

## PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

## FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

**30.** **The tenant agrees**:

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

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

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

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

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

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

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

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

## LOCKS AND SECURITY DEVICES

**32.** **The landlord agrees**:

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

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

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

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

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

**33.** **The tenant agrees:**

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

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

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

## TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

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

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

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

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

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

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

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

**37.** **The landlord agrees:**

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

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

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

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

## COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[*Cross out if not applicable*]

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

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

## MITIGATION OF LOSS

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

## RENTAL BOND

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

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

41.1 details of the amount claimed, and

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

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

## SMOKE ALARMS

**42.** **The landlord agrees** to:

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

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

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

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

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

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

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

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

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

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

**43.** **The tenant agrees**:

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

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

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

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

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

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

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## SWIMMING POOLS

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

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

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

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

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

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

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

## LOOSE-FILL ASBESTOS INSULATION

**47.** **The landlord agrees:**

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

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

## COMBUSTIBLE CLADDING

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

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

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

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

## SIGNIFICANT HEALTH OR SAFETY RISKS

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

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

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

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

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

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

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

## BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

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

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

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

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

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

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

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

## ADDITIONAL TERMS

*[Additional terms may be included in this agreement if:*

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

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

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

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

## ADDITIONAL TERM - PETS

[*Cross out this clause if not applicable*]

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

**No Pets**

**54.** **The tenant agrees:**

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

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

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

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54.4 to comply with any council requirements.

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

**56.1** **The tenant agrees**:

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

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

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

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

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

## ADDITIONAL TERM - CONDITION REPORT

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

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

## ADDITIONAL TERM - INSPECTIONS

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

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

## ADDITIONAL TERM - CARE OF PREMISES

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

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

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

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

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

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

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

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

59.8 not to affix any television antenna to the premises.

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

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

59.11 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.

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

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

## ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

*If Clause 45 is deleted this clause is not applicable.*

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) ~~maintaining required water levels~~

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

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

(5) ~~regular pool services~~

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

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

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

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

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

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

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

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

## ADDITIONAL TERM - RENTAL BOND

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

## ADDITIONAL TERM - TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

## ADDITIONAL TERM - END OF TERM OR OCCUPANCY

**66.** The tenant will on vacating the premises:

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

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

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

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

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

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

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

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

## ADDITIONAL TERM - OCCUPANTS

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

## ADDITIONAL TERM - TELECOMMUNICATION SERVICES

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

**69.** Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.

**70.** The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

## ADDITIONAL TERM - STATUTES AND BY-LAWS

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

## ADDITIONAL TERM - INSURANCE

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

**73.** **The tenant agrees**, not by act or omission to, do anything which would cause any increase in the premium of any insurance the landlord may have over the premises (or their contents) or cause such insurance policy to be invalidated.

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## ADDITIONAL TERM - RENT INCREASE DURING THE TERM

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

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

## ADDITIONAL TERM - PRIVACY

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

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

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

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

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

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

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

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

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

(7) Owners Corporations.

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

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

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

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

## ADDITIONAL TERM - DATA COLLECTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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# NOTES

## 1. DEFINITIONS

In this agreement:

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

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

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

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

(a) the letting of residential premises, or

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

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

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

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

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

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

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

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

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

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

## 3. ENDING A FIXED TERM AGREEMENT

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

## 4. ENDING A PERIODIC AGREEMENT

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

## 5. OTHER GROUNDS FOR ENDING AGREEMENT

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

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

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

## 6. WARNING

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

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**OTHER ADDITIONAL TERMS**

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

**(1) The tenant agrees they have inspected the property and agree to lease it in the present condition.**
**(2) No smoking permitted inside the property**
**(3) Carports are not to be used to store any other item other than motor vehicles or motorcycles without permission from the landlord.**
**(4) The tenant agrees should the tenant lock themselves out and require the agency to attend to open doors there will be a $50 call out fee**
**(5) Tenants must make the property available for routine inspections, if the tenant is unable to be present then the agent will use spare keys to inspect the property**

**SIGNATURES**

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

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

**SIGNED BY THE LANDLORD:** ..... Date: **11 / 09 / 2020**
*(Signature of landlord or landlord's agent on behalf of the landlord)*

**LANDLORD INFORMATION STATEMENT**

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

**SIGNED BY THE LANDLORD:** ..... Date: **11 / 09 / 2020**
*(Signature of landlord or landlord's agent on behalf of the landlord)*

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

**SIGNED BY THE TENANT:** ..... Date: **11 / 09 / 2020**
*(Signature of tenant)*

**SIGNED BY THE TENANT (2):** ..... Date: **11 / 09 / 2020**
*(Signature of tenant 2)*

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

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

**TENANT INFORMATION STATEMENT**

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

**SIGNED BY THE TENANT/S:** ..... Date: **11 / 09 / 2020**
*(Signatures of tenants)*

For information about you rights and obligations as a landlord or tenant, contact:
(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

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