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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 82105963	NSW DAN:
vendor's agent	First National Pinnacle Real Estate 1/138 Queen Street, Campbelltown NSW 2560		Phone: 4628.2248 Fax: Ref: W. Jardine
co-agent			
vendor	GREGORY JOHN KINGS 21 Minell Court Harrington Park NSW 2567		
vendor's solicitor	Rickwood's Conveyancing Services PO Box 1048 Narellan NSW 2567		Phone: 02 4623 3492 Fax: Ref: 21/1654
date for completion	42 days after the contract date	(clause 15)	Email: rickcon@lnet.net.au
land	19 ROVER ST LEPPINGTON NSW 2179		
(Address, plan details and title reference)	LOT 2063 IN DEPOSITED PLAN 1193709 2063/1193709		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Granny Flat		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Air-Conditioner & Alarm		
"Inclusions are the same for both the house & granny flat".				
exclusions				
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes
GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

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21/1654

82105963

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

Nominated *Electronic Lodgment 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 38-0
- 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* (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's 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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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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 *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion; the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
 • the person who owned the land owned no other land;
 • the land was not subject to a special trust or owned by a non-concessional company; and
 • if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
 The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
 • **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance payable*;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

25 Qualified title, limited title and old system title

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

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after service of the purchaser's part.
- 27.4 If consent is refused, either party can rescind.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can rescind *within 7 days* after receipt by or service upon the party of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser serves the purchaser's part of the application, the purchaser can rescind; or
- 27.6.2 *within 30 days* after the application is made, either party can rescind.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can rescind; and
- 28.3.2 the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a party, then it benefits only that party.
- 29.4 If anything is necessary to make the event happen, each party must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A party can rescind under this clause only if the party has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a party who has the benefit of the provision, the party can rescind *within 7 days* after either party serves notice of the condition.
- 29.7 If the parties can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a party who has the benefit of the provision can rescind *within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a party who has the benefit of the provision can rescind *within 7 days* after either party serves notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
- 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- 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*;

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

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the *Division*).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the *Division*.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the *Division* under the *Conveyancing Legislation Amendment Act 2018*.

ADDITIONAL CONDITIONS IN THE CONTRACT FOR SALE OF LAND

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

1. Completion of this matter shall take place on or before 4:00pm within the time provided for in Clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for completion essential. Such notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime. The party that issues the Notice to Complete shall be entitled to recover the fee of \$110.00 (GST inclusive) from the other party to cover the cost for issuing such Notice.
2. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that parties legal representative if the Notice of Document is sent by email, facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made except where:
 - a) The time of dispatch is not before 5:00pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or
 - b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.
3. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase monies, an amount calculated as nine percent (9%) interest on the balance of the purchase monies, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this Clause is tendered.

4. Settlement of this matter shall take place wherever the Vendor's Mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by Rickwood's Conveyancing Services, then the settlement shall be affected at the office of Rickwood's Conveyancing Services. However, should the Purchaser not be in a position to settle at the office of Rickwood's Conveyancing Services, then the settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendors Licensed Conveyancer's Sydney Settlement Agents fee is paid by the Purchaser.
5. The Purchaser acknowledges that the provisions of this Contract constitute the full and the complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in anyway extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.
6. The Purchaser warrants that he has not been introduced to the property other than by the Vendors Agent specified on the front page of this Contract. The Purchaser will indemnify the Vendor in respect of any claim for commission by any Agent arising out of or as a consequence of a breach of this warranty and this Clause will not merge upon completion.
7. A sufficient statement of the Vendors Title shall be deemed included in the description of the property herein before appearing and such statement shall have been deemed to have been given to the Purchasers at the date hereof.
8. The Purchaser agree and acknowledge that by their execution of this contract they irrevocably authorise the Vendor's Agent to release to the Vendors such part of the deposit monies as the Vendors shall require:-
 - (a) For the payment of a deposit and/or stamp duty on any piece of real estate that the Vendors negotiate to purchase between the date hereof and the date of settlement hereof;
 - (b) For the payment of a rental bond; or
 - (c) For the payment of a licence fee, deed of loan, entry contribution or lease payment on an over 55's or retirement unit.
9. The form of Contract annexed is amended as follows:-
 - a) Clause 14.4.2 is deleted.
 - b) In Clause 16.5 delete the words "plus another 20% of that fee".
 - c) In Clause 16.8 \$10.00 is reduced to \$8.50.
 - d) Delete Clause 16.12.
 - e) Printed Clause 18 is amended by adding the following:
Clause 18.8 "The Purchaser cannot make a claim, requisition or delay settlement after entering into possession of the property".

10. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill, or be convicted or incarcerated for a criminal offence or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.
11. In the event that settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to the default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$150.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay for EACH TIME that a new settlement DATE is made.
12. Reasonable notice to re-book a settlement is considered to be no less than 48 hours notice, unless agreeable by both parties and their banks. Should the Purchaser be the party responsible for the cancellation of settlement, then default interest pursuant to Additional Condition 3 will be payable from the day immediately following the cancelled scheduled settlement date and up to and including the earliest possible date that the discharging Mortgagee will re-schedule the settlement irrespective of whether the incoming Mortgagee can settle sooner.
13. In the even that this Contract is exchanged subject to the provision of Section 66S then the Vendor retains the right to extend the completion date by the time expired under the Cooling-Off period or to elect to retain the completion date as if incorporated in the Contract. This condition is an essential term of this Contract and is not negotiable. The Vendor will make the election in writing within seven (7) days of the expiration of the Cooling-Off period.
14. Vacant Possession
 - a. This Clause applies if:
 - (i) The Contract provides for vacant possession to be given on completion and;
 - (ii) The property is occupied by a Tenant at the date of the Contract.
 - b. If the Vendor is unable to give vacant possession of the property to the Purchaser on the completion date, then completion will be postponed to the date which is no longer than 3 weeks after the date on the Notice to Vacating Notice that will be issued to the Tenants once Contracts are unconditional and that date becomes the completion date.

15. **Foreign Investment Warranty**

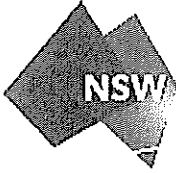
The Purchaser warrants to the Vendor that it is not a "foreign person" or a "foreign corporation" as defined in the Foreign Acquisitions and Takeover Act 1975 ("the Act") or that if it has gained the consent and approval of the Foreign and Investment Review Board in accordance with the provisions of the Act for its purpose of the property. Upon demand the Purchaser will provide to the Vendor such evidence as is required by the Vendor in satisfaction of this authority. The Purchaser indemnifies the Vendor against all actions, damages and costs arising as a result of a breach of this warranty by the Purchaser. This provision will not merge upon completion.

.....

Vendor

.....

Purchaser/s



LAND
REGISTRY
SERVICES
NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: 2063/1193709

SEARCH DATE	TIME	EDITION NO	DATE
19/5/2021	3:40 PM	6	6/12/2018

LAND

LOT 2063 IN DEPOSITED PLAN 1193709
AT LEPPINGTON
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF MINTO COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1193709

FIRST SCHEDULE

GREGORY JOHN KINGS (T AJ411861)

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1193709 EASEMENT FOR MAINTENANCE AND ACCESS 0.9 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1193709 EASEMENT FOR MAINTENANCE AND ACCESS 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1193709 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S.88B INSTRUMENT
- 5 DP1193709 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S.88B INSTRUMENT
- 6 DP1193709 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 7 AK146985 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED (SEE AM733915)
- 8 AN908996 POSITIVE COVENANT

NOTATIONS

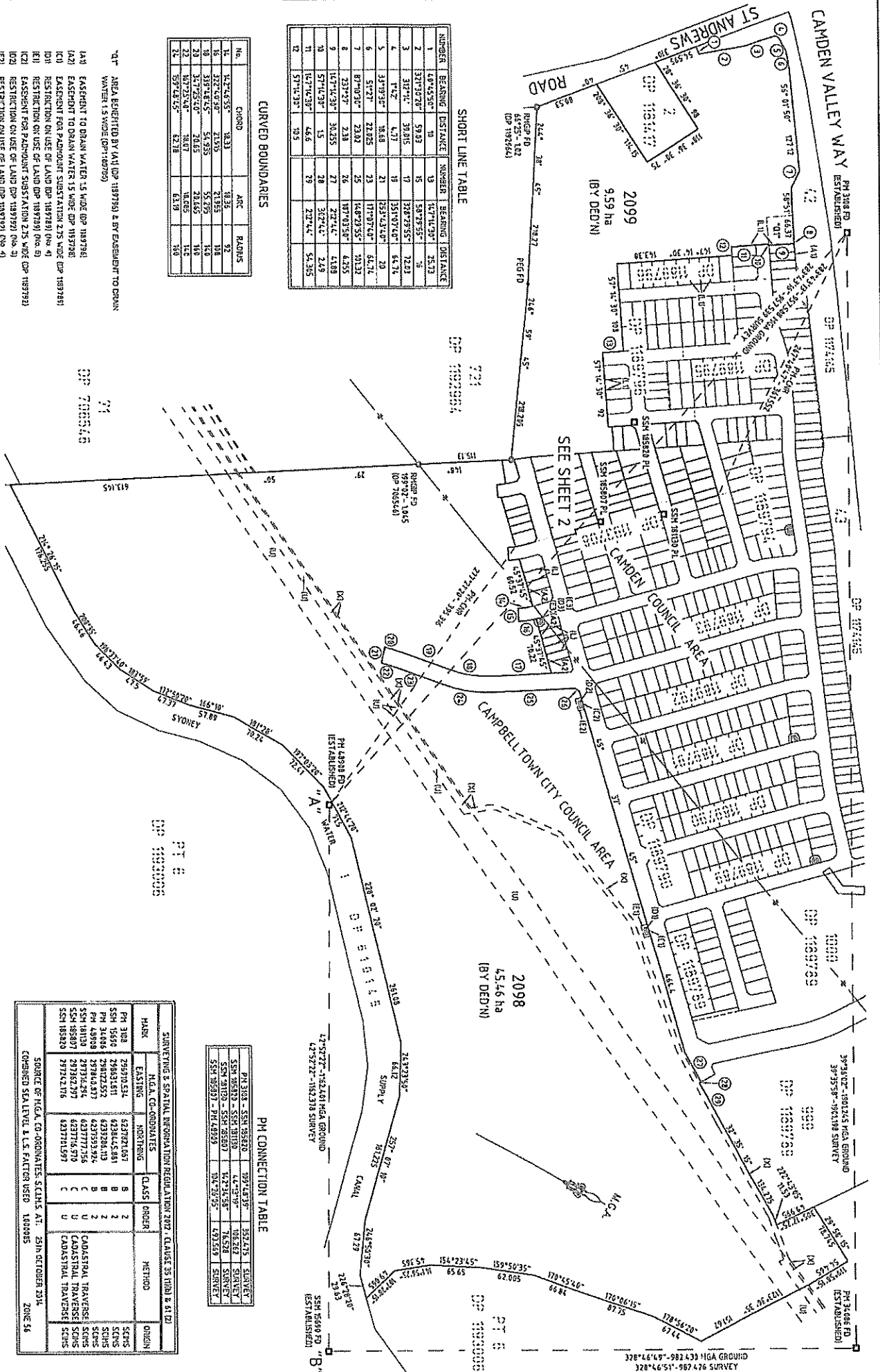
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

21/1654

PRINTED ON 19/5/2021

* 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.



SHORT LINE TABLE

NUMBER	BEARING	DISTANCE	SUGGEST	BEARING	DISTANCE
1	148°45'58"	13	167°14'29"	25.72	
2	327°37'27"	97.92	15	58°37'35"	52
3	312°14'	39.615	16	28°29'55"	22.83
4	1°42'	4.71	17	351°01'48"	6.718
5	314°39'34"	18.68	21	253°43'48"	20
6	51°27'	22.825	23	171°07'42"	62.712
7	87°40'36"	23.82	25	64°02'25.58"	30.132
8	231°32'	23.8	26	107°03'58"	6.255
9	107°14'39"	30.255	27	227°44'	4.88
10	57°14'38"	15	28	362°44'	2.28
11	107°14'38"	66.8	29	232°44'	54.365
12	57°14'38"	30.5			

CURVED BOUNDARIES

No.	CHORD	ARC	RADIUS
14	147°46'55"	21.53	92
15	212°40'30"	21.53	108
16	319°48'45"	54.955	140
17	317°25'40"	70.65	188
22	187°25'54"	182	142
23	57°14'38"	63.19	140

AREA BENEATHED BY (A1) (DP 1193736) & BY EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1193739)

- (A1) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1193736)
- (A2) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 1193736)
- (A3) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A4) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A5) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A6) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A7) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A8) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A9) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A10) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A11) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A12) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A13) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A14) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A15) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A16) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A17) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A18) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A19) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A20) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A21) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A22) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A23) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A24) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A25) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A26) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A27) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A28) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A29) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A30) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A31) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A32) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A33) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A34) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A35) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A36) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A37) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A38) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A39) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A40) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A41) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A42) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A43) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A44) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A45) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A46) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
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- (A85) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A86) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A87) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A88) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A89) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A90) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A91) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A92) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A93) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A94) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A95) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A96) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A97) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)
- (A98) EASEMENT FOR ADJACENT SUBSTATION 2.5 WIDE (DP 1193736)
- (A99) RESTRICTION ON USE OF LAND (DP 1193739) (No. 4)
- (A100) RESTRICTION ON USE OF LAND (DP 1193739) (No. 5)

Surveyor: **TERRY EDWARD BAGLETT**
 Date of Survey: **19th JANUARY 2015**
 Surveyor's Ref: **600319 DP-13**
 2014/11/19 (1729) Private Survey

PLAN OF SUBDIVISION
OF LOT 2051 IN DP 1193708

L.C.A.: **CAMDEN/CAMPBELLTOWN**
 Locality: **LIFFRINGTON/DENHAM COURT**
 Subdivision No: **14/2014/101/1**
 Length: are in metres. Reduction Ratio: 1:2000

Registered
 26 Oct 2015

DP1193709

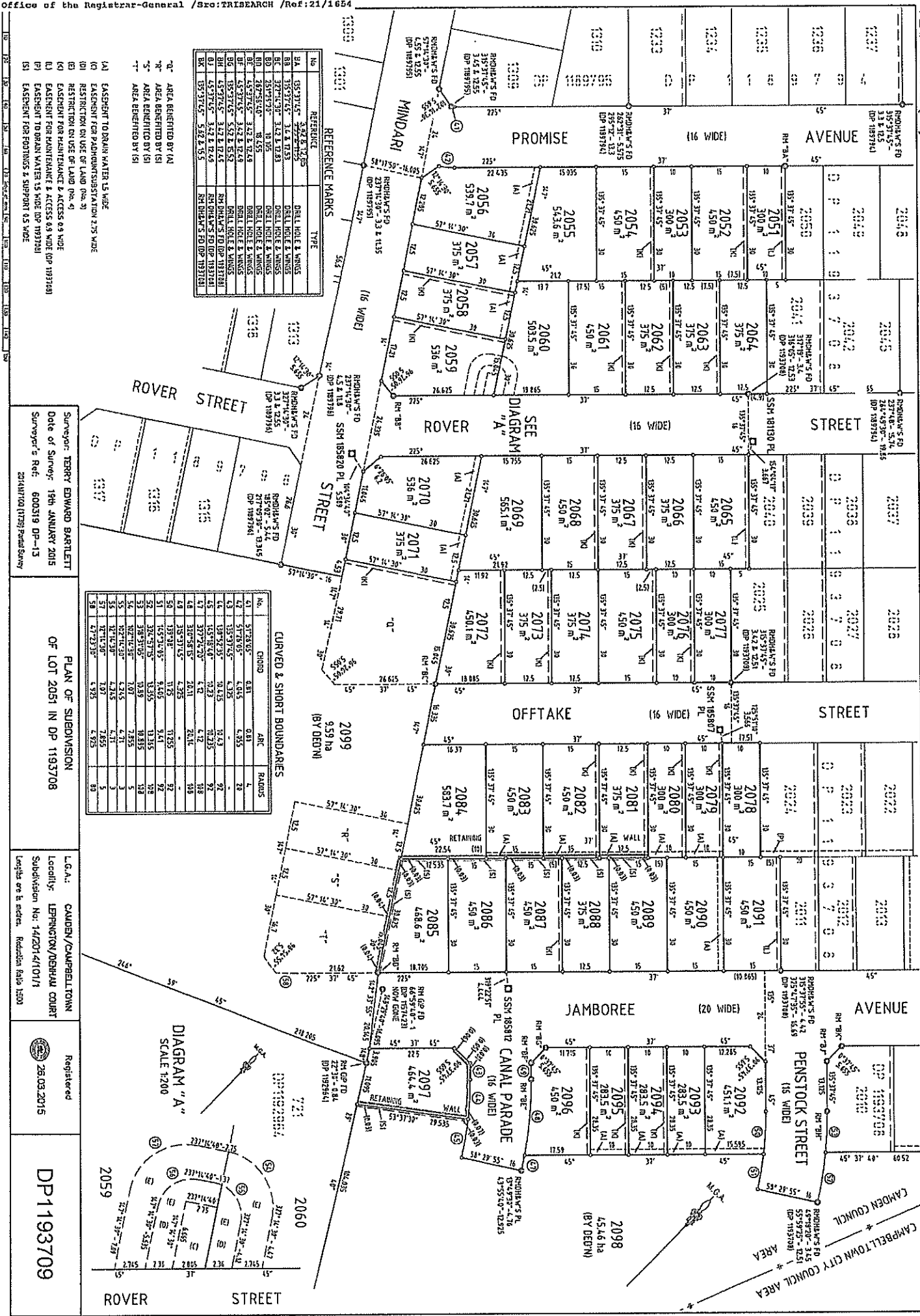
PM CONNECTION TABLE

MARK	EASTING	NORTHING	CLASS	OSCR	METHOD	ORIGIN
PM 3102	729710.534	623721.667	B	2	352.475	SURVEY
SSH 1566	726834.611	623328.119	B	2	16.267	SURVEY
PM 3466	726722.552	623328.119	B	2	16.267	SURVEY
PM 4898	72784.837	623753.926	C	2	76.528	SURVEY
SSH 1812	27178.292	623771.756	C	2	76.528	SURVEY
SSH 48307	27182.797	623771.750	C	2	76.528	SURVEY
SSH 18320	27172.176	623770.597	C	2	76.528	SURVEY

SOURCE OF HGA, CO-ORDINATES: SCLMS AT 25th OCTOBER 2014.
 COMBINED SEA LEVEL & L.S. FACTOR USED: 1.000055 ZONE 56

PM CONNECTION TABLE

PM 3103	SSH 185820	309744.937	352.475	SURVEY
SSH 1566	SSH 18130	44734.578	16.267	SURVEY
SSH 21120	SSH 48307	104720.95	76.528	SURVEY
SSH 185917	PM 4898	104720.95	76.528	SURVEY



No.	REFERENCE	TYPE
1A	35.27 x 1.05	DRILL HOLE & WINGS
1B	35.27 x 1.05	DRILL HOLE & WINGS
1C	35.27 x 1.05	DRILL HOLE & WINGS
1D	35.27 x 1.05	DRILL HOLE & WINGS
1E	35.27 x 1.05	DRILL HOLE & WINGS
1F	35.27 x 1.05	DRILL HOLE & WINGS
1G	35.27 x 1.05	DRILL HOLE & WINGS
1H	35.27 x 1.05	DRILL HOLE & WINGS
1I	35.27 x 1.05	DRILL HOLE & WINGS
1J	35.27 x 1.05	DRILL HOLE & WINGS
1K	35.27 x 1.05	DRILL HOLE & WINGS

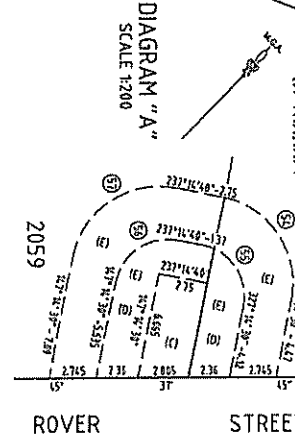
No.	CHORD	ARC	RADIUS
1	1.05	0.01	7.8
2	1.05	0.01	7.8
3	1.05	0.01	7.8
4	1.05	0.01	7.8
5	1.05	0.01	7.8
6	1.05	0.01	7.8
7	1.05	0.01	7.8
8	1.05	0.01	7.8
9	1.05	0.01	7.8
10	1.05	0.01	7.8
11	1.05	0.01	7.8
12	1.05	0.01	7.8
13	1.05	0.01	7.8
14	1.05	0.01	7.8
15	1.05	0.01	7.8
16	1.05	0.01	7.8
17	1.05	0.01	7.8
18	1.05	0.01	7.8

PLAN OF SUBDIVISION
 OF LOT 2051 IN DP 1193708

L.G.A.: CAMDEN/CAMPBELLTOWN
 Locality: LEPFRON/DENHAM COURT
 Subdivision No: 14/2014/10/1
 Legals on & in order. Reduction Ratio 1:500

Registered
 28.03.2015

DP1193709




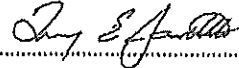
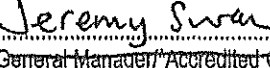
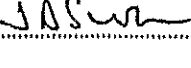
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Registered:  26.03.2015 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <p style="text-align: center; font-size: 2em; font-weight: bold;">DP1193709</p> Office Use Only
PLAN OF SUBDIVISION OF LOT 2051 IN DP 1193708	LGA: CAMDEN / CAMPBELLTOWN Locality: LEPPINGTON / DENHAM COURT Parish: MINTO County: CUMBERLAND
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	<p style="text-align: center;">Survey Certificate</p> I, TERRY EDWARD BARTLETT of Cardno (NSW/ACT), 203 Pacific Hwy, St LEONARDS NSW 2065 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on *(b) The part of the land shown in the plan (*being Lots 2051 - 2097) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 19th January 2015. The part not surveyed (being Lots 2098 & 2099) was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 20.01.2015 Surveyor ID: 438 Datum Line: "A" (PM 48908) - "B" (SSM 15690) Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
<p style="text-align: center;">Subdivision Certificate</p> I,  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Camden Council</u> Date of endorsement: <u>6 March 15</u> Subdivision Certificate number: <u>14/2014/1011</u> File number: *Strike through if inapplicable.	Statements of intention to dedicate public roads, public reserves and drainage reserves. IT IS INTENDED TO DEDICATE THE EXTENSION OF JAMBOREE AVENUE (20 WIDE), THE EXTENSION OF ROVER STREET (16 WIDE), THE EXTENSION OF OFFTAKE STREET (16 WIDE) & CANAL PARADE (16 WIDE) TO THE PUBLIC AS PUBLIC ROAD.
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Plans used in the preparation of survey/compilation. DP 444545 DP 706546 DP 1016616 DP 1157423 DP 1189794 DP 1189795 DP 1192964 DP 1193708 If space is insufficient continue on PLAN FORM 6A Surveyor's Reference: 600319 DP-13 2014M7100 (1739) Partial Survey


PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

<p>Office Use Only</p> <p>Registered:  26.03.2015</p> <p>PLAN OF SUBDIVISION OF LOT 2051 IN DP 1193708</p> <p>Subdivision Certificate number: 14/2014/101/1 Date of Endorsement: 6 March 2015</p>	<p>Office Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1193709</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
--	---

Subdivision Certificate

BRENDAN LEO

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

Signature: Brendan Leo

Accreditation number: N 119

Consent Authority: Campbelltown City Council

Date of endorsement: 6 March 2015

Subdivision Certificate number:

File number:

*Strike through if inapplicable.

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

- 1) EASEMENT TO DRAIN WATER 1.5 WIDE (A)
- 2) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (C)
- 3) RESTRICTION ON USE OF LAND (D)
- 4) RESTRICTION ON USE OF LAND (E)
- 5) EASEMENT FOR MAINTENANCE AND ACCESS 0.9 WIDE (K)
- 6) POSITIVE COVENANT
- 7) RESTRICTION ON USE OF LAND
- 8) RESTRICTION ON USE OF LAND
- 9) EASEMENT FOR FOOTINGS & SUPPORT 0.5 WIDE (S)
- 10) RESTRICTION ON USE OF LAND

JASur Brendan Leo

If space is insufficient use additional annexure sheet

Surveyor's Reference: 600319 DP-13, 2014M7100 (1739) Partial Survey.


PLAN FORM 6 (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

Office Use Only
 Registered:  26.03.2015

Office Use Only
DP1193709

PLAN OF SUBDIVISION OF LOT 2051 IN
 DP 1193708

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

Subdivision Certificate number: 14/2014/101/1
 Date of Endorsement: 6 March 2015

Lot	Street Number	Street Name	Street Type	Locality
2051	N/A	Promise	Avenue	East Leppington
2052	N/A	Promise	Avenue	East Leppington
2053	N/A	Promise	Avenue	East Leppington
2054	N/A	Promise	Avenue	East Leppington
2055	N/A	Promise	Avenue	East Leppington
2056	N/A	Promise	Avenue	East Leppington
2057	N/A	Mindari	Street	East Leppington
2058	N/A	Mindari	Street	East Leppington
2059	N/A	Rover	Street	East Leppington
2060	N/A	Rover	Street	East Leppington
2061	N/A	Rover	Street	East Leppington
2062	N/A	Rover	Street	East Leppington
2063	N/A	Rover	Street	East Leppington
2064	N/A	Rover	Street	East Leppington
2065	N/A	Rover	Street	East Leppington
2066	N/A	Rover	Street	East Leppington
2067	N/A	Rover	Street	East Leppington
2068	N/A	Rover	Street	East Leppington
2069	N/A	Rover	Street	East Leppington
2070	N/A	Rover	Street	East Leppington
2071	N/A	Mindari	Street	East Leppington
2072	N/A	Offtake	Street	East Leppington
2073	N/A	Offtake	Street	East Leppington
2074	N/A	Offtake	Street	East Leppington
2075	N/A	Offtake	Street	East Leppington

JOSun *Brendan Co*

If space is insufficient use additional annexure sheet

Surveyor's Reference: 600319 DP-13, 2014M7100 (1739) Partial Survey


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Office Use Only
 Registered:  26.03.2015

Office Use Only

PLAN OF SUBDIVISION OF LOT 2051 IN
 DP 1193708

DP1193709

Subdivision Certificate number: 14/2014/101/1
 Date of Endorsement: 6 March 2015

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

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

Lot	Street Number	Street Name	Street Type	Locality
2076	N/A	Offtake	Street	East Leppington
2077	N/A	Offtake	Street	East Leppington
2078	N/A	Offtake	Street	East Leppington
2079	N/A	Offtake	Street	East Leppington
2080	N/A	Offtake	Street	East Leppington
2081	N/A	Offtake	Street	East Leppington
2082	N/A	Offtake	Street	East Leppington
2083	N/A	Offtake	Street	East Leppington
2084	N/A	Offtake	Street	East Leppington
2085	N/A	Jamboree	Avenue	East Leppington
2086	N/A	Jamboree	Avenue	East Leppington
2087	N/A	Jamboree	Avenue	East Leppington
2088	N/A	Jamboree	Avenue	East Leppington
2089	N/A	Jamboree	Avenue	East Leppington
2090	N/A	Jamboree	Avenue	East Leppington
2091	N/A	Jamboree	Avenue	East Leppington
2092	N/A	Jamboree	Avenue	East Leppington
2093	N/A	Jamboree	Avenue	East Leppington
2094	N/A	Jamboree	Avenue	East Leppington
2095	N/A	Jamboree	Avenue	East Leppington
2096	N/A	Jamboree	Avenue	East Leppington
2097	N/A	Jamboree	Avenue	East Leppington
2098	N/A	Canal	Parade	East Leppington
2099	N/A	Jamboree	Avenue	East Leppington

JOSWA Brendan Co

If space is insufficient use additional annexure sheet

Surveyor's Reference: 600319 DP-13, 2014M7100 (1739) Partial Survey

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:  26.03.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 2051 IN
DP 1193708


DP1193709


Subdivision Certificate number: 14/2014/101/1

Date of Endorsement: 6 March 2015

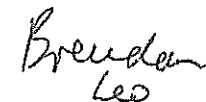
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing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

Executed for and on behalf of
Stockland Development Pty Limited
ACN 000 064 835 by its duly authorised
attorney under Power of Attorney registered
in Book 4642 No. 588 who declares that
he has no notification of revocation of the
said Power of Attorney in the presence of:


.....
Stephen James Barlow


.....
Signature of Witness
Sophie Readman
.....
Name of Witness
133 Castlereagh Street, Sydney
.....
Address of Witness

If space is insufficient use additional annexure sheet

JOSWn 
Leo

Surveyor's Reference: 600319 DP-13, 2014M7100 (1739) Partial Survey

ePlan

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

(Sheet 1 of 15 sheets)

Plan:

DP1193709

Plan of Subdivision of Lots 2051 in DP 1193708
 covered by Campbelltown City Council Subdivision
 Certificate No.14/2014/101/1 Dated 6/3/2015 &
 Camden Council Subdivision
 Certificate No. Dated

Full name and address of
 proprietors of the land:

Stockland Development Pty Limited
 A.C.N. 000 064 835
 Level 25, 133 Castlereagh Street
 SYDNEY NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	2058 2057 2056 2071 2070 2083 2082 2081 2080 2079 2090 2095	2059 2058 & 2059 2057, 2058 & 2059 Part 2099 Designated "Q" 2071 & Part 2099 Designated "Q" 2084 2084 & 2083 2084, 2083 & 2082 2084, 2083, 2082 & 2081 2084, 2083, 2082, 2081 & 2080 2084, 2083, 2082, 2081, 2080 & 2079 2096

10031624/7
 (Stage 2B)

Approved by:
 Campbelltown City Council

Brendan Co

 (Authorised Officer)

Camden Council

JAS

 (Authorised Officer)

ePlan
 (Sheet 2 of 15 sheets)

Plan:

DP1193709

Plan of Subdivision of Lots 2051 in DP 1193708
 covered by Campbelltown City Council Subdivision
 Certificate No.14/2014/101/1 Dated 6/3/2015 &
 Camden Council Subdivision
 Certificate No. Dated

Number of Item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
		2094 2093 2092	2095 & 2096 2094, 2095 & 2096 2093, 2094, 2095 & 2096
2	Easement for Padmount Substation 2.75 wide (C)	2059	Endeavour Energy
3	Restriction on Use of Land	Part 2059 & Part 2060 Designated (D)	Endeavour Energy
4	Restriction on Use of Land	Part 2059 & Part 2060 Designated (E)	Endeavour Energy
5	Easement for Maintenance and Access 0.9 Wide (K)	2052 2054 2058 2059 2061 2062 2063 2067 2068 2072 2073 2075 2076	2051 2053 2057 2058 2062 2063 2064 2066 2067 2073 2074 2076 2077

10831624/7
 (Stage 2B)

Approved by:
 Campbelltown City Council


 (Authorised Officer)

Camden Council


 (Authorised Officer)

Plan:

DP1193709

Plan of Subdivision of Lots 2051 in DP 1193708
 covered by Campbelltown City Council Subdivision
 Certificate No.14/2014/101/1 Dated 6/3/2015 &
 Camden Council Subdivision
 Certificate No. Dated

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
		2079 2080 2081 2082 2087 2094 2095 2096 2099	2078 2079 2080 2081 2088 2093 2094 2095 2071
6	Positive Covenant	2056 – 2059 (Incl.), 2070, 2071, 2079 – 2084 (Incl.), 2090 & 2902 – 2096 (Incl.)	Camden Council
7	Restriction on Use of Land	2051 – 2097 (Incl.)	Every other lot (except 2098 & 2099)
8	Restriction on Use of Land	2051 - 2097 (Incl.)	Every other lot (except 2098 & 2099)
9	Easement for Footings & Support 0.5 Wide (S)	2085 2085 2086 2087	Parts Lot 2099 Designated "R", "S" & "T" 2084 2083 & 2084 2083 & 2082

10831624/7
 (Stage 2B)

Approved by:
 Campbelltown City Council

Camden Council


 (Authorised Officer)


 (Authorised Officer)

ePlan
 (Sheet 4 of 15 sheets)

Plan:

DP1193709

Plan of Subdivision of Lots 2051 in DP 1193708
 covered by Campbelltown City Council Subdivision
 Certificate No.14/2014/101/1 Dated 6/3/2015 &
 Camden Council Subdivision
 Certificate No. Dated

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
		2088	2082 & 2081
		2089	2081
		2098	2097
10	Restriction on Use of Land	2051 – 2097 (Incl.)	Camden Council

PART 2 (Terms)

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

An Easement to Drain Water on the terms as set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created.

THE AUTHORITY empowered to release, vary or modify the easement numbered 1 in the plan is **CAMDEN COUNCIL**.


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

The terms of easement for padmount substation 2.75 wide marked (C) on the plan as set out in Memorandum No. 9262886 filed at the office of Land and Property Information are incorporated in this document subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1.


10831624/7
 (Stage 2B)

Approved by:
 Campbelltown City Council

Camden Council



 (Authorised Officer)



 (Authorised Officer)

ePlan
(Sheet 5 of 15 sheets)

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DP1193709

Plan of Subdivision of Lots 2051 in DP 1193708
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Certificate No.14/2014/101/1 Dated 6/3/2015 &
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3. Terms of easement, profit a prendre, restriction or positive covenant numbered 3 in the plan:

3.1 No building shall be erected or permitted to remain within the restriction site as marked (D) on the plan unless:

- (a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
- (b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating and the owner provides the authority benefited with an engineer's certificate to this effect.

3.2 The fire ratings mentioned in clause 3.1 must be achieved without the use of fire fighting systems such as automatic sprinklers.

3.3 Definitions:

- (a) "120/120/120 fire rating" and "60/60/60 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- (b) "building" means a substantial structure with a roof and walls and includes any projections from the external walls.
- (c) "erect" includes construct, install, build and maintain.
- (d) "restriction site" means that part of the lot burdened affected by the restriction on use of land as shown on the plan.

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


4.1 No swimming pool or spa shall be erected or permitted to remain within the restricted site as marked (E) on the plan.

10891624/7
(Stage 2B)

Approved by:
Campbelltown City Council

Camden Council


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(Authorised Officer)


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(Authorised Officer)

ePlan
(Sheet 6 of 15 sheets)

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DP1193709

Plan of Subdivision of Lots 2051 in DP 1193708
covered by Campbelltown City Council Subdivision
Certificate No.14/2014/101/1 Dated 6/3/2015 &
Camden Council Subdivision
Certificate No. Dated

4.2 Definitions:

- (a) "erect" includes construct, install, build and maintain.
- (b) "restricted site" means that part of the lot burdened affected by the restriction on use of land as shown on the plan.

5. Terms of easement, profit a prendre, restriction or positive covenant numbered 5 in the plan:

5.1 The owner of the lot benefited may:

- (a) with prior reasonable notice given to the owner or occupier of a lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) the lot benefited;
 - (ii) any structure constructed or to be constructed by the owner of the lot benefited, which cannot otherwise reasonably be carried out;
- (b) do anything reasonably necessary for that purpose including:
 - (i) entering into the lot burdened;
 - (ii) taking anything onto the lot burdened; and
 - (iii) carrying out the necessary works.


5.2 In exercising the rights under this clause 5, the owner of the lot benefited must:

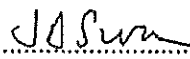
- (a) ensure that all work on the lot benefited is done properly and carried out as quickly as is practicable;

10831624/7
(Stage 2B)

Approved by:
Campbelltown City Council

Camden Council


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(Authorised Officer)


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(Authorised Officer)

ePlan
(Sheet 7 of 15 sheets)

Plan:

DP1193709

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covered by Campbelltown City Council Subdivision
Certificate No.14/2014/101/1 Dated 6/3/2015 &
Camden Council Subdivision
Certificate No. Dated

- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
- (d) restore the lot burdened as nearly as practicable to its former condition; and
- (e) make good any collateral damage.

5.3 The owner of the lot burdened must not carry out any development or erect any structures within the easement site which will inhibit the use of the easement site by the owner of the lot benefited.

THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 5 in the plan is **CAMDEN COUNCIL**.

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

- 6.1 In this covenant, "drainage easement" means the easement to drain water 1.5 wide firstly referred to in the Plan.
- 6.2 Each owner of the lot burdened must maintain the pipes and infrastructure located within that owner's lot associated with the drainage easement.

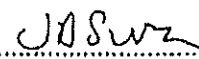
THE AUTHORITY empowered to release, vary or modify the easements and restrictions numbered 6 in the plan is **CAMDEN COUNCIL**.

10831624/7
(Stage 2B)

Approved by:
Campbelltown City Council

Camden Council


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(Authorised Officer)


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(Authorised Officer)

ePlan
(Sheet 8 of 15 sheets)

Plan:

DP1193709

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Certificate No.14/2014/101/1 Dated 6/3/2015 &
Camden Council Subdivision
Certificate No. Dated

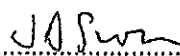
7. **Terms of easement, profit a prendre, restriction or positive covenant numbered 7 in the plan:**
- 7.1 In this restriction on use of land, the following expressions have the following meaning:
- (a) **Stockland** means Stockland Development Pty Limited ACN 000 064 835 and each of its successors and assigns excluding purchasers on sale.
- 7.2 No dividing fence shall be erected on the lot burdened unless it is erected without expense of Stockland, its successors and assigns other than purchasers on sale.
- 7.3 No structure of a temporary character or nature which is intended for habitation, including, but without limiting the generality thereof, any basement, tent, shed, shack, garage, trailer, camper or caravan, shall be erected or permitted to remain on the lot burdened.
- 7.4 No fuel storage tanks (except any such tank or tanks used for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.
- 7.5 No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
- 7.6 No commercial or boarding kennels shall be constructed or permitted to remain on any lot burdened.
- 7.7 No advertisement hoarding sign or matter of any description shall be erected or displayed on any lot burdened without the prior written consent of Stockland having been given to the registered proprietor of the lot burdened. The required approval may be given or withheld at the absolute discretion of Stockland BUT nothing in this restriction shall prevent the proprietor of any lot burdened from displaying not more than one (1) sign on the lot burdened advertising the fact that the dwelling on the relevant lot burdened is for sale IF: -
- (a) any such sign does not exceed nine hundred millimetres (900mm) in width and nine hundred millimetres (900mm) in height; and
- (b) any such sign is painted and/or decorated in its entirety by a professional Signwriter.

10831624/7
(Stage 2B)

Approved by:
Campbelltown City Council

Camden Council


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(Authorised Officer)


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(Authorised Officer)

ePlan
(Sheet 9 of 15 sheets)

Plan:

DP1193709

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Certificate No.14/2014/101/1 Dated 6/3/2015 &
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- 7.8 No motor truck, lorry or semi-trailer with a load carrying capacity exceeding two point five (2.5) tonnes shall be parked or permitted to remain on any lot burdened unless the same is used in connection with the erection of a dwelling on the relevant lot burdened.
- 7.9 No building shall be permitted to be constructed on the lot burdened nor shall the construction of any building be permitted to continue on the lot burdened unless the lot burdened is maintained in clean and tidy condition as is practicable having regard to the nature of the construction on the lot burdened.
- 7.10 No clothes line shall be erected or permitted to remain on the lot burdened unless the same is not visible from any public road and/or place BUT nothing in this restriction shall prevent the erection and maintenance of a clothes line where all care has been taken to ensure that the same is as least obvious as possible having regard to the topography of the relevant lot burdened as related to any surrounding public roads and/or places.
- 7.11 No air conditioning plant and/or equipment shall be installed or permitted to remain on any building erected on the lot burdened unless the same is either:-
- (a) not visible from any public road and/or place; or is
 - (b) screened from any public road and/or place in a manner approved by Stockland
- 7.12 No radio masts and/or antennas shall be erected or permitted to remain on any lot burdened unless the same are not visible from any public road and/or place.
- 7.13 No television masts and/or antennas shall be erected or permitted to remain on the lot burdened unless the same are erected at or near the rear of the main building erected on the lot burdened.
- 7.14 No Child Care Centre shall be erected or permitted to remain on the lot burdened.

THE PARTY empowered to release, vary or modify the easements and restrictions on the use of land numbered 7 in the plan is **STOCKLAND DEVELOPMENT PTY LIMITED ACN 000 064 835** whilst ever it owns any lot or any part of any lot in the registered plan and after that time **CAMDEN COUNCIL**.

10831624/7
(Stage 2B)

Approved by:
Campbelltown City Council

Camden Council


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(Authorised Officer)


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(Authorised Officer)

ePlan
(Sheet 10 of 15 sheets)

Plan:

DP1193709

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covered by Campbelltown City Council Subdivision
Certificate No.14/2014/101/1 Dated 6/3/2015 &
Camden Council Subdivision
Certificate No. Dated

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

- 8.1 In this restriction on use of land, the following expressions have the following meaning:
- (a) **Design Guidelines** means design guidelines for the carrying out of development on the land the subject of the plan published by Stockland from time to time.
 - (b) **Stockland** means Stockland Development Pty Limited ACN 000 064 835 and each of its successors and assigns excluding purchasers on sale.
- 8.2 No building shall be constructed on the lot burdened unless the dwelling to be constructed, external materials, colours and finishes including roof tiles and bricks of the dwelling, fencing and landscaping have been designed in accordance with the Design Guidelines.
- 8.3 No driveway shall be constructed on the lot burdened unless such driveway is constructed of materials and is of a colour which complies with the Design Guidelines published by Stockland from time to time.
- 8.4 No garage shall be erected forward of the main dwelling façade on the lot burdened unless the garage design complies with the Design Guidelines published by Stockland from time to time.
- 8.5 No building, apart from the main building erected on the lot burdened, shall be erected or permitted to remain on the lot burdened unless it complies with the requirements of the Design Guidelines published by Stockland from time to time.

THE PARTY empowered to release, vary or modify the easements and restrictions on the use of land numbered 8 in the plan is **STOCKLAND DEVELOPMENT PTY LIMITED ACN 000 064 835** whilst ever it owns any lot or any part of any lot in the registered plan and after that time **CAMDEN COUNCIL**.

10831624/7
(Stage 2B)

Approved by:
Campbelltown City Council

Camden Council


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(Authorised Officer)


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(Authorised Officer)

ePlan
(Sheet 11 of 15 sheets)

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Certificate No.14/2014/101/1 Dated 6/3/2015 &
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9. Terms of easement, profit a prendre, restriction or positive covenant numbered 9 in the plan:

9.1 In this Easement, the following terms mean:

Footings means the footings of the Retaining Wall

Retaining Wall means the retaining wall located on the Lots Benefited.

9.2 The owner of Lot Benefited:

- (a) may insist that the Footings that are located within the Easement Site on the Lot Burdened remain;
- (b) must keep the Footings in good repair and safe condition; and
- (c) may do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work.

9.3 The Owner of the Lot Burdened grants to the Owner of the Lot Benefited a right of support over that part of the Lot Burdened containing the Easement Site for the purpose of supporting the Retaining Wall.


9.4 The Owner of the Lot Burdened must:

- (a) not do anything which will detract from the support of the Retaining Wall; and
- (b) allow the Grantee to enter that part of the Lot Burdened as is reasonably required and to remain there for any reasonable time for the purpose of carrying out any work necessary to ensure the support of the Retaining Wall and the Lot Benefited is maintained.

10831624/7
(Stage 2B)

Approved by:
Campbelltown City Council

Camden Council


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(Authorised Officer)


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(Authorised Officer)

ePlan
(Sheet 12 of 15 sheets)

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Certificate No.14/2014/101/1 Dated 6/3/2015 &
Camden Council Subdivision
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9.5 The Owner of the Lot Benefited:

- (a) must keep the Retaining Wall in good repair and safe condition; and
- (b) may do anything reasonably necessary for that purpose including:
 - (i) entering the Lot Burdened;
 - (ii) taking anything onto the Lot Burdened; and
 - (iii) carrying out work

9.6 The Owner of the Lot Benefited, in exercising its rights under this Easement must:

- (a) ensure all work is done properly;
- (b) cause as little inconvenience as is practicable to the Owner and any occupier of the Lot Burdened;
- (c) restore the Lot Burdened as nearly as practicable to its former condition; and
- (d) make good any collateral damage.

9.7 Except when urgent work is required, the Owner of the Lot Benefited must:

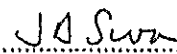
- (a) give the Owner of the Lot Burdened reasonable notice of intention to enter the Lot Burdened; and
- (b) only enter the Lot Burdened during times reasonably agreed with the Owner of the Lot Burdened.

10831624/7
(Stage 2B)

Approved by:
Campbelltown City Council

Camden Council


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(Authorised Officer)


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(Authorised Officer)

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Certificate No. Dated

Signed on behalf of Endeavour Energy ABN)
59 253 130 878 by its Attorney pursuant to)
Power of Attorney Book 4640 No 572 in the)
presence of: 4671 686)

J Deans
.....
Signature of Witness

Deborah Pears
.....
Name of Witness (print)
Address of Witness (print)
c/- Endeavour Energy
51 Huntingwood Drive.....
Huntingwood NSW 2148.....

[Signature]
.....
Signature of Attorney

.....
Name: *Geoffrey Riethmuller Helen Smith*
Position: *Network Property Manager Property & Fleet*
Date of execution: *9 FEBRUARY 2015*
Reference: *URS 14920*

10831624/7
(Stage 2B)

Approved by:
Campbelltown City Council

Camden Council

Brendan Lee
.....
(Authorised Officer)

JOSW
.....
(Authorised Officer)

REGISTERED  26.03.2015

Form: J3PC
 Release: 3.1
 Licence: 01-05-074
 Licensee: LEAP Legal Software Pty Limited
 Firm name: Watson Law Pty Ltd

POSITIVE COVENANT

New South Wales
 Section 88E(3) Conveyancing Act 1919



AN908996F

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	2063/1193709		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	312D	Lawagents 123202Y Reference: <u>WATSON - KINGS</u>	PC
(C) REGISTERED PROPRIETOR	Of the above land Gregory John Kings		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AK146985	Perpetual Corporate Trust Limited
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 Camden Council		

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE

(G) Execution by the prescribed authority
 I certify that an authorised officer ^{pursuant to s378 of the Local Government Act 1993} of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
 Name of witness: Daniel Stenker
 Address of witness: 70 Central Avenue Oran Park

Signature of authorised officer:
 Name of authorised officer: Peter Green
 Position of authorised officer: Team Leader - Building Certification.

(G) Execution by the registered proprietor
 I certify that I am an eligible witness and that the registered proprietor signed this dealing in my presence.
 [See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the Registered Proprietor.

Signature of witness:
 Name of witness: Samantha Watson
 Address of witness: 11202 Camden Valley Way Narellan NSW 2567

Signature of Registered Proprietor:

(H) Consent of the mortgagee
 The mortgagee under mortgage No. AK150323, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
 Name of witness: Phil Wilson
 Address of witness: Level 25, 333 Collins St. Melbourne Vic 3000

Signature of authorised officer:
 Name of authorised officer: Jacki Jennings
 Position of authorised officer: Executive Head of Custody

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


CT Prod 124E

Annexure 'A' to 'Positive Covenant' (Form 13PC)

Terms of the Positive Covenant


1. During such time as the property is used for the purpose of a secondary dwelling, the Registered Proprietor must submit an annual fire safety statement (hereafter called 'the statement') to Camden Council. The statement must advise Council that the building is being used for the purpose of two separate dwellings and must demonstrate the ongoing adequacy and performance of the fire door located within the wall that separates the main dwelling from the secondary dwelling by confirming that the fire door is maintained in accordance with Complying Development Certificate 183663 (Council Ref. CDA/2018/777/1) by Brendon Bennett of City Plan Services and fire Engineering Report by Peter Gardner & Ass 170-R1-V3 dated 4/5/18.
2. In this Covenant "Council" means Camden Council and includes its servants and authorised agents and "Registered Proprietor" means the registered proprietor for the time being of the lot burdened, their successors and assigns.
3. The only party with the authority to release, vary or modify or extinguish this Positive Covenant is the Council.

Execution by the Prescribed Authority

Signature of Witness: 

Name of Witness: Daniel Strenter

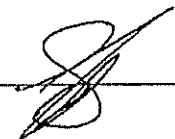
Address of Witness: 70 Central Avenue
Oran Park

Signature of an authorised officer: 

Name of authorised officer: Peter Green

Position of authorised officer: Team Leader -
Building Certification

Execution by the Registered Proprietor





camden
council

**PLANNING CERTIFICATE UNDER
SECTION 10.7
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

APPLICANT: Rickwood's Conveyancing Services
PO Box 1048
NARELLAN NSW 2567

Certificate number: 20212306
Reference number: 455181
Certificate issue date: 21/05/2021
Certificate fee: \$53.00
Applicant's reference: Kings
Property number: 1166113

DESCRIPTION OF PROPERTY

Land Description: LOT: 2063 DP: 1193709
Address: 19 Rover Street LEPPINGTON NSW 2179

BACKGROUND INFORMATION

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act. 1979

 70 Central Ave,
Oran Park NSW 2570

 PO Box 183, Camden 2570

 4654 7777

 ABN: 31117 341764

 mail@camden.nsw.gov.au

 camden.nsw.gov.au

 www.facebook.com/camdencouncil



1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS

(1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

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

(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

LOCAL ENVIRONMENTAL PLANS (LEP'S)

The land is not within a Local Environmental Plan.

STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

SEPP No 19 - Bushland in Urban Areas

SEPP No 21 - Caravan Parks

SEPP No 33 - Hazardous and Offensive Development

SEPP No 50 - Canal Estates

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 (Building Sustainability Index: BASIX) 2004

SEPP (State Significant Precincts) 2005

SEPP (Sydney Region Growth Centres) 2006

SEPP (Mining, Petroleum Production and Extractive Industries) 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 (Vegetation in Non-Rural Areas) 2017

SEPP (Concurrences and Consents) 2018

SEPP (Primary Production and Rural Development) 2019

SEPP (Western Sydney Aerotropolis) 2020

Note: The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

DEEMED STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)

Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1995)

Sydney Regional Environmental Plan No 20 - Hawkesbury - Nepean River (No 2 - 1997)

DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)

No.

DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Short Term Rental Accommodation) 2019

SEPP (Housing Diversity) 2020

SEPP (Sydney Region Growth Centres) Housekeeping Amendment 2020

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

SEPP (Design and Place) 2021

SEPP No 65 (Design Quality of Residential Apartment Development) 2005 Amendment (Design and Place) 2021

SEPP (Building Sustainability Index:BASIX) Amendment (Design and Place) 2021

Note: The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

DEVELOPMENT CONTROL PLANS

Camden Growth Centre Precincts Development Control Plan, as amended

2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS AND/OR UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.



Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

A. ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN GROWTH CENTRES PRECINCT PLAN

Objectives of zone

- * To provide for the housing needs of the community within a low density residential environment.
- * To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- * To allow people to carry out a reasonable range of activities from their homes where such activities are not likely to adversely affect the living environment of neighbours.
- * To support the well-being of the community by enabling educational, recreational, community, religious and other activities where compatible with the amenity of a low density residential environment.
- * To provide a diverse range of housing types to meet community housing needs within a low density residential environment.

B. Permitted without consent

Home-based child care; Home occupations

C. Permitted with consent

Bed and breakfast accommodation; Boarding houses; Business identification signs; Centre-based child care facilities; Community facilities; Drainage; Dual occupancies; Dwelling houses; Earthworks; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals; Waterbodies (artificial)

D. Prohibited

Any development not specified in item B or C

E. Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed

R2 Low Density Residential: Clause 4.1AB of Camden Growth Centres Precinct Plan fixes a minimum 300m² for the erection of a dwelling house, however exceptions apply in circumstances as specified under clauses 4.1AD, 4.1AE and 4.1AF for minimum land dimensions of 250m², 225m² and 200m².

F. Whether the land includes or comprises critical habitat

No.



G. Whether the land is in a conservation area (however described)

No.

H. Whether an item of environmental heritage (however described) is situated on the land.

No.

3. COMPLYING DEVELOPMENT

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

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

HOUSING CODE

Complying development MAY be carried out on the land.

LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

RURAL HOUSING CODE

Complying development MAY be carried out on the land.

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

Note: The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

INLAND CODE

The Inland Code does not apply to the Camden Local Government Area.

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.



GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development MAY be carried out on the land.

COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE

Complying development MAY be carried out on the land.

CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISION CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

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

Not Applicable.

5. MINE SUBSIDENCE

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

No.

6. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993, or



(b) any environmental planning instrument, or

(c) any resolution of the council.

No.

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

Whether or not the land is affected by a policy:

(a) Adopted by the council, or

(b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

LAND SLIP

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

BUSHFIRE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.

TIDAL INUNDATION

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.

SUBSIDENCE

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence.

ACID SULPHATE SOILS

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulphate soils.

OTHER RISK

Contamination:

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

Salinity:



There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to Council's policy 'Building in a Salinity Prone Environment' and to requirements in the relevant Development Control Plan that applies to the land.

7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi-dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.

No.

(2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

The subject land is above the Flood Planning Level (FPL). However, no formal flood study exists for the property in regards to the Probable Maximum Flood (PMF) level.

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

8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Camden Contributions Plan 2011

9A. BIO-DIVERSITY CERTIFIED LAND

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

Note: 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.

The subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remain in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information about biodiversity certification, and the extent of the property that is certified, please visit: www.camden.nsw.gov.au/environment/biodiversity

10. BIODIVERSITY STEWARDSHIP SITES



If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Note: 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.

No.

10A. NATIVE VEGETATION CLEARING SET ASIDES

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

11. BUSH FIRE PRONE LAND

Is the land or some of the land bush fire prone land (as defined in the Environmental Planning and Assessment Act, 1979)?

No.

12. PROPERTY VEGETATION PLANS

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

No.

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

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

No.

14. DIRECTIONS UNDER PART 3A

If there is a direction by the Minister 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 project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No.



15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.

(a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?

No.

(b) Are there any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

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

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

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

No.

17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

No.

(2) Are there any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No.

18. PAPER SUBDIVISION INFORMATION

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

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

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.



Not Applicable.

19. SITE VERIFICATION CERTIFICATES

Is there a current site verification certificate, of which the council is aware, in respect of the land?

Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

No.

20. LOOSE-FILL ASBESTOS INSULATION

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No.

21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

A statement of:

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

whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

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

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

No.

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

For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is –

(a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or

No.



(b) shown on the Lighting Intensity and Wind Shear Map under that Policy, or

No.

(c) shown on the Obstacle Limitation Surface Map under that Policy, or

Yes, the subject land is shown on the Obstacle Limitation Surface Map.

(d) in the "public safety area" on the Public Safety Area Map under that Policy, or

No.

(e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map under that Policy.

Yes, the subject land is located within the 13 kilometre Wildlife Buffer Zone.

MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997

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

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No.

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No.

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No.

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No.



(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No.

DISCLAIMER AND CAUTION

The information on zones, controls etc., given below relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

The information contained in this certificate is accurate as at the date of this certificate.

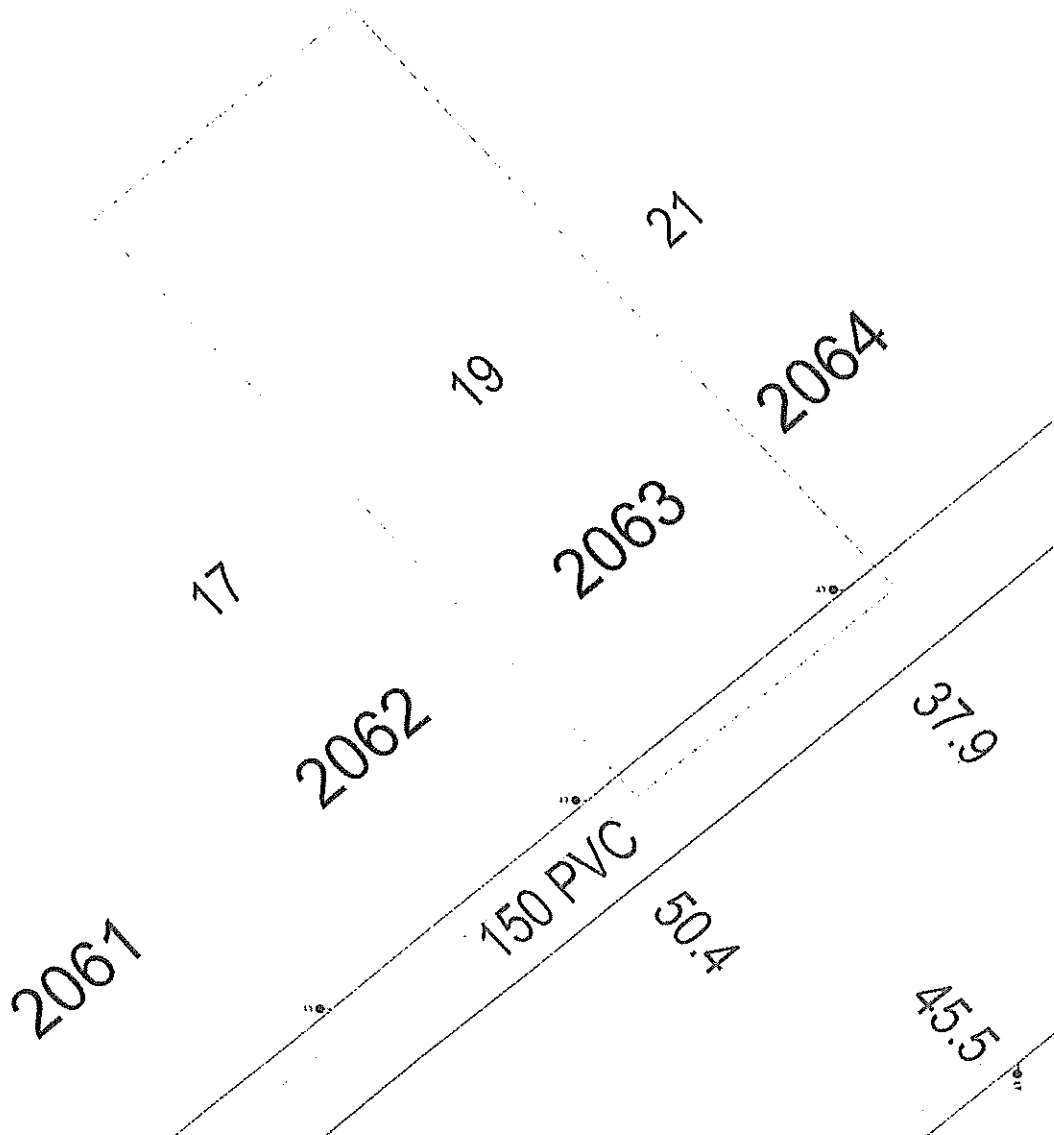
In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

Ron Moore
General Manager

Service Location Print
Application Number: 8000736126

10

23



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Disclaimer

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

Asset Information

Legend

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

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.

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2010, Schedule 1, Clause 4(1)

AGREEMENT

This Agreement is made on 29 / 08 / 2019 at Gregory Hills NSW BETWEEN

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

Name/s: Greg KINGS

Address:

(Note: Address not required where there is a Landlord's Agent)

Phone:

Mobile:

Email:

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

Name/s: Lara HATTON & Nedzad Zilic

Address: 19 Rover Street, LEPPINGTON NSW 2179

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 My Property Consultants Pty Ltd

Address: Shop 1, Gregory Hills Town Centre, 33 Village Circuit

ACN:

Gregory Hills NSW 2557

ABN: 321299312732

Phone: (02) 4605 0600

Mobile:

Email: ghills@mypropertyconsultants.com.au

Licence No.: 20000055

Licence Expiry: 6/10/2019

TERM OF AGREEMENT

The term of this Agreement is: 26 weeks / months / years

starting on: 29 / 08 / 2019 and ending on: 26 / 02 / 2020 (cross out if not applicable)

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

The residential premises are: 19 Rover Street, LEPPINGTON NSW 2179

The residential premises include: (include any additional matters, such as a parking space, garages or furniture provided)

Garage

RENT

The rent is: \$495.00 per: week payable in advance starting on: 29 / 08 / 2019

Rent Increase 1: Then from: / / pay: \$0.00 per: week

Rent Increase 2: Then from: / / pay: \$0.00 per: week

Note: Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not required to be completed. See Additional Term 64B.

The tenant must pay the rent in advance on the Thursday of every week (see Clause 4.2)

The method by which the rent must be paid:

(a) to: _____ at: _____ by cash or cheque; or

(b) into the following account:

Account Name: _____

Bank: _____

BSB: _____

Account No.: _____

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 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 **1980.00** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

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

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

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs:	Campbelltown Electrical	Phone:	0425 282 244
Plumbing Repairs:	AB & TB Plumbing / Newman & Barker Plumbing	Phone:	0418 296 715 / 0418 254 128
Building Repairs:		Phone:	
Other:	Handyman - Fawsi Faytrouni	Phone:	0408 635 060

WATER USAGE

Will the Tenant be required to pay separately for water usage? Yes No If 'yes', see Clauses 11 and 12

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No If 'yes', see Clause 35

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 signed.

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 2010 apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

2. The landlord agrees to give the tenant:

2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, 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 to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and

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

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

NZ ✓

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 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:
- 6.1 that the increased rent is payable from the day specified in the notice, and
- 6.2 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
- 6.3 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 DEDUCTIONS

7. The landlord and the tenant agree that the rent abates if the residential premises:
- 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or cease to be lawfully usable as a residence, or
- 7.2 are compulsorily appropriated or acquired by an authority.
- 7.3 are compulsorily appropriated or acquired by an authority.
8. 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

9. The landlord agrees to pay:
- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 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
- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 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
- 9.8 all charges for the availability of gas to the residential premises if 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 for any purpose.
10. The tenant agrees to pay:
- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and

- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

10.5.1 are separately metered, or

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

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

11.1 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

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

11.3 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

11.4 the residential premises have the following water efficiency measures:

11.4.1 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 per minute,

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

11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

12. 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

13. The landlord agrees:

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

13.2 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

14. The landlord agrees:

14.1 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

14.2 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

14.3 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

15. The tenant agrees:

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

15.2 not to cause or permit a nuisance, and

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

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

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

16. The tenant agrees:

16.1 to keep the residential premises reasonably clean, and

- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 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
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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).

17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 17.1 to remove all the tenant's goods from the residential premises, and
- 17.2 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
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. The landlord agrees:

- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 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
- 18.4 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
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

19. 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:
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

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

Note:

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

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

SALE OF THE PREMISES


20. The landlord agrees:

- 20.1 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
- 20.2 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.
21. 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.
22. The landlord and tenant agree:
- 22.1 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
- 22.2 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

23. 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:

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 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,
- 23.5 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),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 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,

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- 23.8 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),
- 23.9 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),
- 23.10 if the tenant agrees.
24. **The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:**
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 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
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **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.**
26. **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.**

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. **The tenant agrees:**
- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 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
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
28. **The landlord agrees not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.**

LOCKS AND SECURITY DEVICES

29. **The landlord agrees:**
- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 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
- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 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
- 29.5 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.

30. **The tenant agrees:**

- 30.1 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
- 30.2 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.
31. 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

32. **The landlord and tenant agree that:**
- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 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
- 32.3 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
- 32.4 without limiting clause 32.3, 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 32.3 and 32.4 do not apply to social tenancy housing agreements.

33. **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

34. **The landlord agrees:**
- 34.1 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
- 34.2 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
- 34.3 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
- 34.4 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]

35. **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 Management Act 1996, the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.**

MITIGATION OF LOSS

36. 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]

37. 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, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

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

~~40. 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 1996*) 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]

~~40A. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:
40A.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
40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

LOOSE-FILL ASBESTOS INSULATION

40B. The landlord agrees:
40B.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
40B.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.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:
(a) both the landlord and tenant agree to the terms, and
(b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2010* 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 - BREAK FEE

[Cross out this clause if not applicable]

41. 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:
41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
41.2 if the fixed term is for more than 3 years, [specify amount below].

This clause does not apply if the tenant terminates the 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, 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.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

(Note: refer to Clause 46 for requirements in respect of Pets)
~~43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
44. The landlord agrees that the tenant may keep the following animals on the residential premises:
45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.~~

ADDITIONAL TERM - PETS - CLEANING, FUMIGATION AND REPAIRS

46. Where 'Additional Term - Pets' (Clauses 43, 44 and 45) have been crossed out, the following clauses (46.1 to 46.3 inclusive) will apply:
46.1 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
46.2 The landlord agrees that the tenant may keep the following animals on the residential premises:

46.3 The tenant agrees:
(a) to have the carpet professionally cleaned, at the tenant's own expense, if the cleaning is required because animals have been kept on the residential premises during the tenancy;

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- (b) ~~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;~~
- (c) ~~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;~~
- (d) ~~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;~~
- (e) ~~when requested to provide written evidence of compliance with Clauses 46.3(a), 46.3(b) and 46.3(c) to the landlord/landlord's agent;~~

ADDITIONAL TERM - CONDITION REPORT

47. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the landlord's signed condition report and the tenant has not returned the condition report within 7 days of receipt the tenant will be deemed to have accepted the condition report.
- 47.1 The condition report will form part of and be included in this agreement.

ADDITIONAL TERM - INSPECTIONS

- 48.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 23.5 (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 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.
- 48.2 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

49. The tenant agrees, in addition to the requirements of Clauses 15, 16 and 17 of this agreement:
- 49.1 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.
- 49.2 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.
- 49.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 49.4 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.
- 49.5 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.

- 49.6 to, in respect to smoke alarms in the premises, advise the landlord/landlord's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail.
- 49.7 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.
- 49.8 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.
- 49.9 not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the landlord.
- 49.10 not to affix any television antenna to the premises.
- 49.11 not to maliciously or negligently damage the premises or any part of the premises.
- 49.12 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.
- 49.13 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 49.14 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.
- 49.15 to notify the landlord of any infectious disease at the premises.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 40 is deleted this clause is not applicable.

50. **Swimming Pool Safety and Maintenance**
- 50.1 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.
- 50.2 During the term of the tenancy:
- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child-restraint barriers are in place and properly maintained,
 - (2) access gates and doors are securely closed at all times,
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
 - (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately,
 - (c) the tenant is responsible for general maintenance including:
 - (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals

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

- 50.3 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.

- 50.4 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.
- 50.5 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

51. 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

52. On termination or expiration of the term the tenant agrees:
- (a) to deliver vacant possession in accordance with the termination notice
 - (b) to deliver up all keys and security devices
 - (c) to advise as soon as possible of the tenants contact address
53. 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*.
54. Should the agreement be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date of this agreement and where Additional Term Clauses 41 and 42 have been crossed out:
- (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
 - (c) the parties are not relieved from their obligations to mitigate any loss on termination.
 - (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.
55. 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

56. 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 56 (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

57. Taking into account the provisions of Clause 16.3 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

58. 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.
59. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.
60. 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

61. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clause 35 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.

ADDITIONAL TERM - INSURANCE

62. The landlord is not responsible for insuring the tenant's own property.
63. 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

64A. In the case of a fixed term agreement for less than 2 years the tenant agrees, if a rent increase is stated in the rent increase section on the first page of this agreement then, subject to clause 5, the rental may be increased during the term and such increase shall be as set out in the rent increase section on the first page of this agreement.

64B. Where the agreement is for a period of 2 years or more the rent payable must not be increased more than once in any period of 12 months and may be increased (subject to clause 5) whether or not the agreement sets out the rent increase or method of calculating the increase.

Note: Residential Tenancies Act 2010 section 41:

Notice of a rent increase must be given by a landlord or landlord's agent in accordance with this section even if details of the rent increase are set out in the residential tenancy agreement.

ADDITIONAL TERM - PRIVACY STATEMENT

65. (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 tenancy agreement applies; and/or
- (2) tenancy databases for the purposes of properly assessing the risk in providing you with the lease 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) 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
- (4) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord/landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
- (5) Owners Corporations.

(d) 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.

(e) 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.

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

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

66. (a) The parties agree and confirm any documents and communications in relation to this Agreement may 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 to the party at the appropriate email address as stated in this Tenancy Agreement; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 66(b)(1) to (4) above.

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

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

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

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

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

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

NOTES

DEFINITIONS

1. In this agreement:

- (1) **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.
- (2) **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.

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- (3) **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.
- (4) **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*.
- (5) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (6) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (7) **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.
- (8) **tenancy** means the right to occupy residential premises under this agreement.
- (9) **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.

CONTINUATION OF TENANCY (if fixed term agreement)

2. 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.

ENDING A FIXED TERM AGREEMENT

3. 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.

ENDING A PERIODIC AGREEMENT

4. 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.

OTHER GROUNDS FOR ENDING AGREEMENT

5. The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

WARNING

6. It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal 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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SPECIAL CONDITIONS

Special Conditions to this Agreement where inserted at the direction of the Landlord were prepared by the Landlord or an Australian Legal Practitioner under instruction from the Landlord and not from the Agent. No warranty is given by the Agent with respect to such clauses. Legal advice should be sought.

Refer Addendum A (Item A1)

SIGNATURES

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

SIGNED BY THE LANDLORD:

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

in the presence of:

Leanna Kell
(Name of witness)

[Handwritten Signature]
(Signature of witness)

SIGNED BY THE TENANT:

[Handwritten Signature]
(Signature of tenant)

in the presence of:

Leanna Kell
(Name of witness)

[Handwritten Signature]
(Signature of witness)

SIGNED BY THE TENANT (2):

[Handwritten Signature]
(Signature of tenant 2)

in the presence of:

Leanna Kell
(Name of witness)

[Handwritten Signature]
(Signature of witness)

SIGNED BY THE TENANT (3):

.....
(Signature of tenant 3)

in the presence of:

.....
(Name of witness)

.....
(Signature of witness)

SIGNED BY THE TENANT (4):

.....
(Signature of tenant 4)

in the presence of:

.....
(Name of witness)

.....
(Signature of witness)

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

[Handwritten Signature]
(Signatures of tenants)

[Handwritten Signature]

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

Addendum A

A1. Additional Terms

- (1) Tenants are not permitted to keep animals/pets at the premises at anytime during the tenancy without the written permission of the landlord. If permission is obtained from the landlord, tenants agree to have the carpets steam cleaned and deodorized and to have a flea treatment performed at the property when they vacate.
- (2) Tenants are responsible to replace any batteries in the smoke detectors at the property.
- (3) Tenants are permitted to park only in the designated parking areas and are not permitted to park any vehicle on grassed areas at the premises. If the premises are a strata complex, tenants are not to use the visitor's car spaces/s to park personal vehicles.
- (4) Tenants are responsible for the maintenance and upkeep of the lawns and gardens.
- (5) Tenants are not permitted to use nails, drawing pins, adhesive hooks, tape or blue tack on walls, ceilings or doors. The landlord must grant permission for use of correct picture hooks.
- (6) Carports are not to be used to store any other item other than motor vehicles or motorcycles without permission from the landlord.
- (7) 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.
- (8) No smoking permitted inside the property
- (9) If the property has a pool or spa, the tenants are responsible for maintaining chemicals to the pool or spa.
- (10) Tenants must be in advance with rental payments at all times. Tenants constantly behind in rent will result in a termination of this Tenancy Agreement.
- (11) 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
- (12) The Gas account will remain in the landlords name and be invoiced to the tenants.

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SCANNED

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2010, Schedule 1, Clause 4(1)

AGREEMENT

This Agreement is made on **12 / 02 / 2020** at **CAMPBELLTOWN** NSW BETWEEN

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

Name/s: **GREG KINGS**

Address:

(Note: Address not required where there is a Landlord's Agent)

Phone:

Mobile:

Email:

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

Name/s: **HAIDLEY EATHER**

Address:

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**

ACN:

Campbelltown NSW 2560

ABN: **32 129 312 732**

Phone: **(02) 4628 2248**

Mobile:

Email: **reception@fnpinnacle.com.au**

Licence No.: **200000055**

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

TERM OF AGREEMENT

The term of this Agreement is: **13** weeks / months / years

starting on **12 / 02 / 2020** and ending on **12 / 05 / 2020** (cross out if not applicable)

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

The residential premises are: **19A ROVER STREET, LEPPINGTON NSW**

The residential premises include: (include any additional matters, such as a parking space, garages or furniture provided)

OFF STREET PARKING

RENT

The rent is: **\$350.00** per: **WEEK** payable in advance starting on: **12 / 02 / 2020**

Rent Increase 1 - Then from: / / pay: **\$0.00** per: **WEEK**

Rent Increase 2 - Then from: / / pay: **\$0.00** per: **WEEK**

Note: Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not required to be completed. See Additional Term 64B.

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

The method by which the rent must be paid:

(a) to: **FIRST NATIONAL PINNACLE** at: **CAMPBELLTOWN** by cash or cheque, or

(b) into the following account:

Account Name:

Bank:

BSB:

Account No.:

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 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 **1400.00** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION**MAXIMUM NUMBER OF OCCUPANTS**

No more than **1** 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)

1 CHILD

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **GEORGE COSIS ELECTRICAL**

Phone: **9603 4196**

Plumbing Repairs: **YOU NEED A PLUMBER**

Phone: **0457 501 416**

Building Repairs:

Phone:

Other:

Phone:

WATER USAGE

Will the Tenant be required to pay separately for water usage? Yes No If 'yes', see Clauses 11 and 12

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No If 'yes', see Clause 35

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 signed.

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 2010 apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

STANDARD TERMS OF AGREEMENT**RIGHT TO OCCUPY THE PREMISES**

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

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 to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and

4.7 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).

COPY OF AGREEMENT

2. The landlord agrees to give the tenant:
2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, 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

Note:

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

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement 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:**

- 6.1 that the increased rent is payable from the day specified in the notice, and
6.2 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
6.3 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 DEDUCTIONS

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
7.2 cease to be lawfully usable as a residence, or
7.3 are compulsorily appropriated or acquired by an authority.
8. 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

9. **The landlord agrees** to pay:
9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
9.4 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
9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
9.7 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
9.8 all charges for the availability of gas to the residential premises if 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 for any purpose.
10. **The tenant agrees** to pay:
10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
10.3 all charges for pumping out a septic system used for the residential premises, and
10.4 any excess garbage charges relating to the tenant's use of the residential premises, and

- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
10.5.1 are separately metered, or
10.5.2 are not connected to a water supply service and water is delivered by vehicle.
11. **The landlord agrees** that the tenant is not required to pay water usage charges unless:
11.1 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
11.2 the landlord gives the tenant at least 21 days to pay the charges, and
11.3 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
11.4 the residential premises have the following water efficiency measures:
11.4.1 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 per minute,
11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.
12. **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

13. **The landlord agrees:**
13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
13.2 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

14. **The landlord agrees:**
14.1 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
14.2 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
14.3 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

15. **The tenant agrees:**
15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
15.2 not to cause or permit a nuisance, and
15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
16. **The tenant agrees:**
16.1 to keep the residential premises reasonably clean, and

- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 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
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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).

17. **The tenant agrees**, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 17.1 to remove all the tenant's goods from the residential premises, and
- 17.2 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
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. **The landlord agrees:**
- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 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
- 18.4 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
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

19. **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:
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

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

Note:

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

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

SALE OF THE PREMISES

20. **The landlord agrees:**
- 20.1 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
- 20.2 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.
21. **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.
22. **The landlord and tenant agree:**
- 22.1 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
- 22.2 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

23. **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:
- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 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,
- 23.5 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),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 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,

- 23.8 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).
- 23.9 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).
- 23.10 if the tenant agrees.
24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 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
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **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.
26. **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.

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. **The tenant agrees:**
- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 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
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

29. **The landlord agrees:**
- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 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
- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 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
- 29.5 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.

30. The tenant agrees:

- 30.1 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
- 30.2 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.
31. 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

32. **The landlord and tenant agree** that:
- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 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
- 32.3 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
- 32.4 without limiting clause 32.3, 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 32.3 and 32.4 do not apply to social tenancy housing agreements.

33. **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

34. **The landlord agrees:**
- 34.1 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
- 34.2 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
- 34.3 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
- 34.4 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]

35. **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 Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

36. 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]

37. 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, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

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

- ~~40. 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]*

- ~~40A. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~
- ~~40A.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~~
- ~~40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

LOOSE-FILL ASBESTOS INSULATION

- 40B. The landlord agrees:
- 40B.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
- 40B.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.

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2010* 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 - BREAK FEE

[Cross out this clause if not applicable]

41. 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:
- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2 if the fixed term is for more than 3 years, *[specify amount below]*.



This clause does not apply if the tenant terminates the 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, 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.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

(Note: refer to Clause 46 for requirements in respect of Pets)

- ~~43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.~~
- ~~44. The landlord agrees that the tenant may keep the following animals on the residential premises:~~
- ~~45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.~~

ADDITIONAL TERM - PETS - CLEANING, FUMIGATION AND REPAIRS

46. Where 'Additional Term - Pets' (Clauses 43, 44 and 45) have been crossed out, the following clauses (46.1 to 46.3 inclusive) will apply:
- 46.1 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
- 46.2 The landlord agrees that the tenant may keep the following animals on the residential premises:



- 46.3 The tenant agrees:
- (a) to have the carpet professionally cleaned, at the tenant's own expense, if the cleaning is required because animals have been kept on the residential premises during the tenancy.

- (b) 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.
- (c) 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
- (d) 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
- (e) when requested to provide written evidence of compliance with Clauses 46.3(a), 46.3(b) and 46.3(c) to the landlord/landlord's agent

ADDITIONAL TERM - CONDITION REPORT

47. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the landlord's signed condition report and the tenant has not returned the condition report within 7 days of receipt the tenant will be deemed to have accepted the condition report.
- 47.1 The condition report will form part of and be included in this agreement.

ADDITIONAL TERM - INSPECTIONS

- 48.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 23.5 (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 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.
- 48.2 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

49. The tenant agrees, in addition to the requirements of Clauses 15, 16 and 17 of this agreement:
- 49.1 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.
- 49.2 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.
- 49.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 49.4 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.
- 49.5 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.

- 49.6 to, in respect to smoke alarms in the premises, advise the landlord/landlord's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail.
- 49.7 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.
- 49.8 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.
- 49.9 not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the landlord.
- 49.10 not to affix any television antenna to the premises.
- 49.11 not to maliciously or negligently damage the premises or any part of the premises.
- 49.12 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.
- 49.13 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 49.14 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.
- 49.15 to notify the landlord of any infectious disease at the premises.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 40 is deleted this clause is not applicable.

50. **Swimming Pool Safety and Maintenance**
- 50.1 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.
- 50.2 During the term of the tenancy:
- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child-restraint barriers are in place and properly maintained,
 - (2) access gates and doors are securely closed at all times,
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
 - (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
 - (c) the tenant is responsible for general maintenance including:
 - (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals

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

- 50.3. 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.
- 50.4. 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.
- 50.5. 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

51. 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

52. On termination or expiration of the term the tenant agrees:
- (a) to deliver vacant possession in accordance with the termination notice
 - (b) to deliver up all keys and security devices
 - (c) to advise as soon as possible of the tenants contact address
53. 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*.
54. Should the agreement be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date of this agreement and where Additional Term Clauses 41 and 42 have been crossed out:
- (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
 - (c) the parties are not relieved from their obligations to mitigate any loss on termination.
 - (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.
55. 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

56. 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 56 (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

57. Taking into account the provisions of Clause 16.3 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

58. 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.
59. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.
60. 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

61. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clause 35 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.

ADDITIONAL TERM - INSURANCE

62. The landlord is not responsible for insuring the tenant's own property.
63. 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.

ADDITIONAL TERM - RENT INCREASE

- 64A. In the case of a fixed term agreement for less than 2 years the tenant agrees, if a rent increase is stated in the rent increase section on the first page of this agreement then, subject to clause 5, the rental may be increased during the term and such increase shall be as set out in the rent increase section on the first page of this agreement.
- 64B. Where the agreement is for a period of 2 years or more the rent payable must not be increased more than once in any period of 12 months and may be increased (subject to clause 5) whether or not the agreement sets out the rent increase or method of calculating the increase.

Note: *Residential Tenancies Act 2010* section 41.

Notice of a rent increase must be given by a landlord or landlord's agent in accordance with this section even if details of the rent increase are set out in the residential tenancy agreement.

ADDITIONAL TERM - PRIVACY

65. (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

66. 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

67. (a) The parties agree and confirm any documents and communications in relation to this Agreement may 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 to the party at the appropriate email address as stated in this Tenancy Agreement; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 67(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES.

DEFINITIONS

1. 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.
 - (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.

CONTINUATION OF TENANCY (if fixed term agreement)

2. 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.

ENDING A FIXED TERM AGREEMENT

3. 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.

ENDING A PERIODIC AGREEMENT

4. 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.

OTHER GROUNDS FOR ENDING AGREEMENT

5. The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

WARNING

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


SPECIAL CONDITIONS

Special Conditions to this Agreement where inserted at the direction of the Landlord were prepared by the Landlord or an Australian Legal Practitioner under instruction from the Landlord and not from the Agent. No warranty is given by the Agent with respect to such clauses. Legal advice should be sought.

SIGNATURES

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

SIGNED BY THE LANDLORD:


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


in the presence of **LYNN SKINNER**
(Name of witness)


(Signature of witness)

SIGNED BY THE TENANT:


(Signature of tenant)

in the presence of **LYNN SKINNER**
(Name of witness)


(Signature of witness)

SIGNED BY THE TENANT (2):

(Signature of tenant 2)

in the presence of
(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT (3):

(Signature of tenant 3)

in the presence of
(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT (4):

(Signature of tenant 4)

in the presence of
(Name of witness)

(Signature of witness)

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


(Signatures of tenants)

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

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

