

# Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN: Phone: 6676 1053
vendor's agent	<b>First National Real Estate Pottsville</b> PO Box 100, Pottsville NSW 2489 Email: samara@pottsville.com.au	
co-agent		
vendor		
vendor's solicitor	<b>NP Conveyancing</b> Shops 4 & 5/5 Coronation Avenue, Pottsville NSW 2489 PO Box 108, Pottsville NSW 2489 Email: casey@npconveyancing.com.au	Phone: 02 6676 0407 Ref: CA:AC:24310
date for completion	<b>30 days after the contract date</b> (clause 15)	
land (address, plan details and title reference)	<b>1 Moonee Street, Pottsville NSW 2489</b> <b>Lot 505 in Deposited Plan 1059141</b> <b>Folio Identifier 505/1059141</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: swimming pool	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

**Where there is more than one purchaser**  JOINT TENANTS

tenants in common  in unequal shares, specify: \_\_\_\_\_

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

buyer's agent

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

## SIGNING PAGE

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

**Choices**

Vendor agrees to accept a <b>deposit-bond</b>	<input type="checkbox"/> NO	<input type="checkbox"/> yes
<b>Nominated Electronic Lodgement Network (ELN)</b> (clause 4):	PEXA	
<b>Manual transaction</b> (clause 30)	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes (if yes, vendor must provide further details, including any applicable exception, in the space below):

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

<b>Land tax</b> is adjustable	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes
<b>GST:</b> Taxable supply	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes in full <input type="checkbox"/> yes to an extent
Margin scheme will be used in making the taxable supply	<input type="checkbox"/> NO	<input type="checkbox"/> yes

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

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

Purchaser must make an <b>GSTRW payment</b> (GST residential withholding payment)	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes	(if yes, vendor must provide details)
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If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

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

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

Supplier's name: Bianca Joy Cam and Matthew Gregory Cam

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address: 38 Derby Street, Moonee Ponds VIC 3039

Supplier's representative: Bianca Joy Cam

Supplier's contact phone number:

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

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

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

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

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

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

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

## List of Documents

<b>General</b>	<b>Strata or community title (clause 23 of the contract)</b>
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <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"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <b>Home Building Act 1989</b> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <b>Swimming Pools Act 1992</b> <input checked="" type="checkbox"/> 28 certificate of compliance <input checked="" type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract <b>Other</b> <input type="checkbox"/> 60

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

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

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

## Cooling off period (purchaser's rights)

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

## DISPUTES

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

## AUCTIONS

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

## WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and 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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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)**

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice <i>served by a party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>● the issuer;</li> <li>● the expiry date (if any); and</li> <li>● the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>● issued by a <i>bank</i> and drawn on itself; or</li> <li>● if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third business day after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.

3.9 The vendor must give the purchaser any original *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or

3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

#### 4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –

4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or

4.1.2 a *party* serves a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,

and in both cases clause 30 applies.

4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –

4.2.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party*'s own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.

4.3 The *parties* must conduct the *electronic transaction* –

4.3.1 in accordance with the *participation rules* and the *ECNL*; and

4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.

4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.

4.5 *Normally*, the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.

4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.

4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –

4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;

4.7.2 create and *populate* an *electronic transfer*;

4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and

4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

4.11 Before completion, the *parties* must ensure that –

4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

4.11.2 all certifications required by the *ECNL* are properly given; and

4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

## 5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that service; and

5.2.3 in any other case - *within* a reasonable time.

## 6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

## 8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

  - 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

- 9.3 sue the purchaser either –

  - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

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

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

## 11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

## 12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –

  - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
  - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

**13 Goods and services tax (GST)**

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
  - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
  - a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

## 14 **Adjustments**

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
  - the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

## 15 **Date for completion**

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

## 16 **Completion**

### • **Vendor**

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

### • **Purchaser**

16.5 On completion the purchaser must pay to the vendor –

- 16.5.1 the price less any –
  - deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

## 17 **Possession**

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

## 18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 served at the earliest time it is served, if it is served more than once; and
- 20.6.8 served if it is provided to or by the *party's solicitor* or an authorised *Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.

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

20.16 Each party consents to –

20.16.1 any party signing this contract electronically; and

20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.

20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 Normally, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to terminate.

## 23 Strata or community title

### • Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means –

- a registered or registrable change from by-laws set out in this contract;
- a change from a development 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 s171 Community Land Management Act 2021;

23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

23.5 The parties must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

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

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

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to serve the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

## 26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

## 27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after service of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or service upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

- 27.6.1 *within* 42 days after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.

## 28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do 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 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

- **Transfer**

30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.

30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.

30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

- **Place for completion**

30.6 *Normally*, the *parties* must complete at the completion address, which is –

30.6.1 if a special completion address is stated in this contract - that address; or

30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

30.6.3 in any other case - the vendor's *solicitor*'s address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

- **Payments on completion**

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –

30.10.1 the amount is to be treated as if it were paid; and

30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –

30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;

30.12.2 forward the *settlement cheque* to the payee immediately after completion; and

30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –

30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;

30.13.2 forward the *settlement cheque* to the payee immediately after completion; and

30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

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

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

- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

**SPECIAL CONDITIONS**  
**CONTRACT FOR SALE AND PURCHASE OF LAND**

**BETWEEN:**

(Vendor/s)

**AND:**

Purchaser/s)

**Property: 1 Moonee Street, Pottsville NSW 2489**

In the event of a conflict between these special conditions and the standard clauses contained in the printed contract then these special conditions shall prevail.

**1. Amendments to the printed clauses of Contract**

Notwithstanding any other provision in this Contract the printed form of Contract is amended as follows:

- a) Clause 29.2 delete 42 days and insert 30 days.
- b) Clauses 29.7.3 delete 21 days and insert 14 days.
- c) Clause 29.8.3 delete 21 days and insert 14 days.

**2. Claims by Purchaser**

- a) Clause 7.1.1 delete 5% of the price and replace with \$500.00.
- b) Notwithstanding Clauses 6 and 7, the parties agree that any claim for compensation and/or objection by the Purchaser shall be deemed to be a requisition for the purpose of Clause 8 and the vendor shall be entitled to rescind the contract.

**3. Contract**

It is hereby agreed and declared that:

- a) The agreements, provisions, terms and conditions contained in this Contract comprise the whole of the agreement between the parties who expressly agree and declare that no further or other agreements, provisions, terms or conditions exist or apply; and
- b) The purchaser has not entered into this agreement as a result of any statement, inducement or representation, oral or written, by the vendor or anyone on its behalf, other than as set forth in this agreement and has made all such enquiries and investigations as the purchaser deems appropriate.

**4. Notice to Complete**

In the event of either party failing to complete this contract on the completion date shown on the front page of this Contract then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. If such notice is issued by the vendor the purchaser is required to pay the sum of \$275.00 (inclusive of GST), to the vendor on settlement being fees associated with issuing the notice.

## **5. Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them prior to completion:

- (a) die or become mentally ill, as defined in the *Mental Health Act 2007*, then either party may rescind this agreement by written notice and this Contract will be at an end and the provisions of Clause 19 shall apply;
- (b) become bankrupt, or being a company have a summon or application for its winding up presented or have a liquidator, receiver or voluntary administrator of it appointed, or enter into a deed of company arrangement or scheme of company arrangement or scheme of arrangement with its creditors, then that party will be deemed to be in default under this Contract.

## **6. Purchaser acknowledgements**

The purchaser acknowledges that they are purchasing the property:

- a) In its present condition and state of repair;
- b) Subject to all defects latent and patent;
- c) Subject to any infestations and dilapidation;
- d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

## **7. Late completion**

Notwithstanding any other printed clause contained in this Contract, should completion of this Contract not take place by the completion date shown on the front page of this contract, otherwise than as a result of any default by the vendor under this contract, the purchaser shall pay interest at a rate of 9% per annum calculated daily on the balance of the purchase price and any other monies owing pursuant to this contract from the date so specified for completion until the date completion actually takes place (but without prejudice to all and any other rights of the vendor pursuant to this contract) and it is an essential term of this contract that such interest be paid on completion. The purchaser hereby acknowledges that interest at the rate of 9% per annum represents a genuine pre-estimate of the liquidated damages likely to be suffered by the vendor as a result of completion not taking place on or before the completion date.

## **8. Agent**

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

**9. Sewer Plans**

Pursuant to Schedule 1 Part 1 clause 2 of the Conveyancing (Sale of Land) Regulation 2022 (NSW), the Purchaser recognises that the sewerage documentation provided in the Contract was the only documentation made available from the authority in the ordinary course of administration. As such, the Purchaser relies solely on their own enquiries in this regard and agrees to make no claims nor requisitions for the absence of any documentation in relation to the sewerage.

**10. Inclusions**

The vendor discloses and the purchaser acknowledges and agrees that the vendor gives no warranty as to the state of repair, condition or fitness for purpose of any item listed in the inclusions.

**11. Electronic Communication**

- a) This contract may be signed in any number of counterparts with the same effect as if the signatures of each counterpart were on the same instrument.

Execution by either or both of the parties to the Contract of a facsimile or email copy of this Contract and transmission by facsimile or email of a copy of the Contract executed by that party or their representative to the other party or the other party's representative shall constitute a valid and binding execution of this Contract by such party or parties.

- b) For the purpose of the *Electronic Transactions Act 1999 (Cth)* and *Electronic Transactions Act 2000 (NSW)* each of the parties consents to receiving and sending the Contract electronically and the receipt by each party of the electronic form of Contract shall be sufficient for the completion of exchange of Contracts.

**12. Requisitions**

The purchaser acknowledges and agrees that the only form of general requisitions on title that the purchaser shall be entitled to raise pursuant to Clause 5.1 hereof shall be in the form of the requisitions on title that are annexed to this contract.

## REQUISITIONS ON TITLE

Purchaser:

Vendor:

Property: 1 Moonee Street, Pottsville NSW 2489

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the purchaser to complete. This extends not only to the original replies, but to situations where the vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the purchaser.

### All properties

1. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?



FOLIO: 505/1059141

SEARCH DATE	TIME	EDITION NO	DATE
3/9/2024	10:23 AM	6	12/4/2021

LAND

LOT 505 IN DEPOSITED PLAN 1059141  
AT POTTSVILLE  
LOCAL GOVERNMENT AREA TWEED  
PARISH OF CUDGEN COUNTY OF ROUS  
TITLE DIAGRAM DP1059141

FIRST SCHEDULE

AS JOINT TENANTS

(T AQ949965)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1045822 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (15) IN THE S.88B INSTRUMENT
- 3 DP1059141 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1059141 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S. 88B INSTRUMENT
- 5 DP1059141 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S. 88B INSTRUMENT
- 6 DP1059141 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S. 88B INSTRUMENT
- 7 DP1059141 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S. 88B INSTRUMENT
- 8 DP1059141 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (7) IN THE S. 88B INSTRUMENT
- 9 DP1059141 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (8) IN THE S. 88B INSTRUMENT
- 10 AQ949966 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

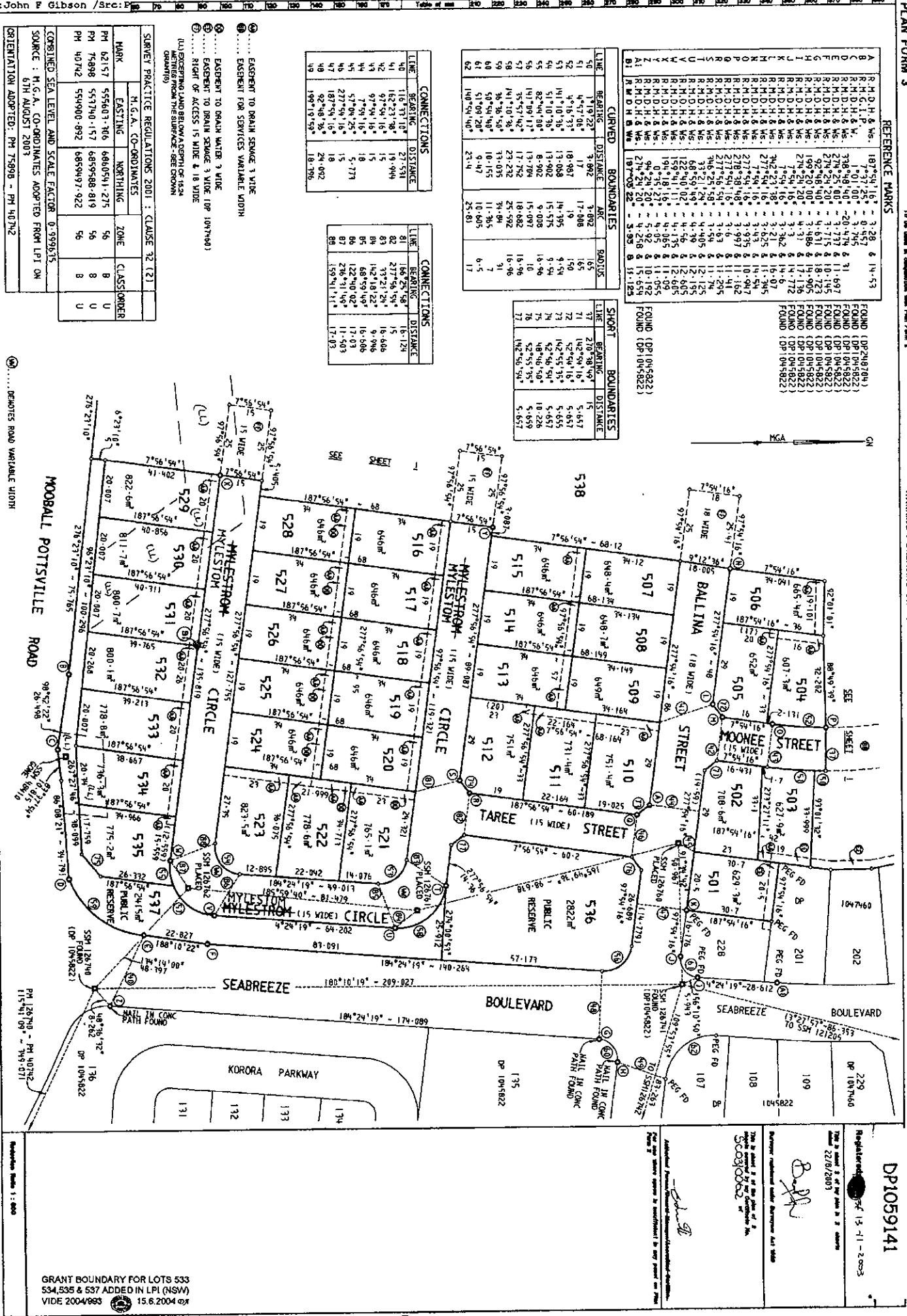
Pending

PRINTED ON 3/9/2024

\* 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. InfoTrack 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.



Registration No. 13-1-2003  
Plan No. 1059141  
Date 22/03/2003  
Name of Surveyor John F Gibson  
Signature 



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

(Sheet 1 of 3 sheets)

of subdivision of Lot 441 in DP1048763  
covered by Council's Certificate  
No. SC03/0062 of 2003.

**DP1059141**

Lengths are in metres

**PART 1**

**FULL NAME AND ADDRESS  
OF PROPRIETOR OF THE LAND:**

**METRICON QLD PTY LIMITED (ACN 053  
189 496)** being a company duly incorporated  
and having its registered office at 501  
Blackburn Rd, Mt. Waverley in the State of  
Victoria

1. **IDENTITY OF EASEMENT OR  
RESTRICTION FIRSTLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:**

Easement to drain sewage 3 wide

**SCHEDULE OF LOTS AFFECTED**

Lots burdened

Authority benefited

503, 504, 505, 506, 510, 511, 512,  
513, 514, 515, 516, 517, 518, 519,  
520, 521, 522, 523, 524, 525, 526,  
527, 528, 529, 530, 531, 532, 533,  
534, 535, that part of Lot 538  
designated **(A)**

Tweed Shire Council

2. **IDENTITY OF EASEMENT OR  
RESTRICTION SECONDLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:**

Restrictions on use of land

**SCHEDULE OF LOTS AFFECTED**

Lots burdened

Authority benefited

Each lot except Lots 536, 537 and 538

Tweed Shire Council

3. **IDENTITY OF EASEMENT OR  
RESTRICTION THIRDLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:**

Restriction on use of land

**SCHEDULE OF LOTS AFFECTED**

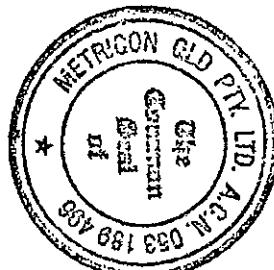
Lots burdened

Lots benefited

Each lot except Lot 501, 502, 510,  
511, 512, 521, 522, 523, 535

Every other lot

*[Handwritten signatures]*



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

(Sheet 2 of 3 sheets)

**DP1059141**

of subdivision of Lot 441 in DP1048763  
covered by Council's Certificate  
No. SC03/0062 of 2003.

4. IDENTITY OF EASEMENT OR  
RESTRICTION FOURTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Restriction on use of land

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 533, 534, 535	Every other lot

5. IDENTITY OF EASEMENT OR  
RESTRICTION FIFTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Restriction on use of land

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
529, 530, 531, 532	Every other lot

6. IDENTITY OF EASEMENT OR  
RESTRICTION SIXTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Restrictions on use of land

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
Each lot except Lots 536, 537 and 538	Every other lot

7. IDENTITY OF EASEMENT OR  
RESTRICTION SEVENTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Restrictions on use of land

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
Each lot except Lots 536, 537 and 538	Every other lot

8. IDENTITY OF EASEMENT OR  
RESTRICTION EIGHTLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Restriction on use of land

  
  
The  
Gibson  
Stamp  
Co.

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

(Sheet 3 of 3 sheets)

**DP1059141**

of subdivision of Lot 441 in DP1048763  
covered by Council's Certificate  
No. SC03/0062 of 2003.

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lot benefited</u>
----------------------	----------------------

Each lot except Lot 538	Lot 538
-------------------------	---------

9. IDENTITY OF EASEMENT OR  
RESTRICTION NINETHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Easement to drain water 3 wide

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
----------------------	-----------------------

521	522, 524, 525, 526, 527, 528, 538
522	524, 525, 526, 527, 528, 538
524	525, 526, 527, 528, 538
525	526, 527, 528, 538
526	527, 528, 538
527	528, 538
528	538

10. IDENTITY OF EASEMENT OR  
RESTRICTION TENTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Easement for services variable width

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Authority benefited</u>
----------------------	----------------------------

That part of Lot 538 designated <u>BB</u>	Tweed Shire Council
---	---------------------

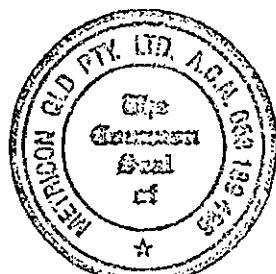
11. IDENTITY OF EASEMENT OR  
RESTRICTION ELEVENTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Right of access 15 wide and 18 wide

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Authority benefited</u>
----------------------	----------------------------

That part of Lot 538 designated <u>FF</u>	Tweed Shire Council
---	---------------------

12. IDENTITY OF EASEMENT OR  
RESTRICTION TWELVETHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Restriction on use of land



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

(Sheet 4 of 3 sheets)

**DP1059141**

of subdivision of Lot 441 in DP1048763  
covered by Council's Certificate  
No. SC03/0062 of 2003.

**SCHEDULE OF LOTS AFFECTED**

Lots burdened

529, 530, 531, 532, 533, 534, 535

Authority benefited

Tweed Shire Council

**PART 2**

**1. TERMS OF RESTRICTIONS ON USE OF LAND SECONDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

- (a) No person occupying any lot shall have more than one dog upon any lot and shall not have any such dog unless the boundaries of the subject lot are securely fenced.
- (b) No person occupying any lot may have a dog unless it is registered with Tweed Shire Council and the relevant fee paid by the applicant and a secure dog-proof compound has been constructed upon the lot and such compound has been approved by Tweed Shire Council.
- (c) No person occupying any lot may retrieve a dog that has been impounded by Tweed Shire Council unless that person can satisfy Tweed Shire Council that a secure dog-proof compound has been constructed on the subject lot.
- (d) No person occupying any lot shall have more than one cat upon any lot, such cat being desexed and any such cat must be restrained within the building on the subject lot or within a secure night cage between the hours of 6.00 pm and 6.00 am daily.

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

No building shall be used as a display home for the purposes of the sale of the building design or any other building design by the occupier of the allotment.

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

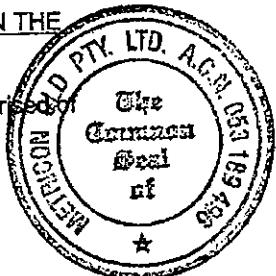
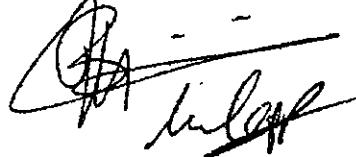
No building shall be erected upon the land unless it is used solely for the purpose of a single private dwelling. No building to be erected is to have an overall floor area, excluding any garage area or carport, of less than 160 square metres. No building shall be erected upon the land unless it contains a double garage.

**4. TERMS OF RESTRICTION ON USE OF LAND FIFTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

Not more than two dwelling units shall be erected upon the land, each unit to be used as a private dwelling only. No unit to be erected is to have an overall floor area, excluding any garage area or carport, of less than 110 square metres.

**5. TERMS OF RESTRICTIONS ON USE OF LAND SIXTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

- (a) No boundary fence shall be erected unless it is 1.8 metres in height and comprised of



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

(Sheet 5 of 8 sheets)

DP1059141

of subdivision of Lot 441 in DP1048763  
covered by Council's Certificate  
No. SC03/0062 of 2003.

colourbond colour as selected by the vendor except for corner lots which fences shall be comprised of brush fencing along their street frontage from the building alignment of the street to which the dwelling faces to the rear boundary EXCEPT for rear boundary of Lots 529, 530, 531, 532, 533, 534 and 535 and eastern boundary of Lot 535, which are all to be an acoustic fence in accordance with Development Consent K99/1837. No person shall occupy any building on any lot until a fence has been constructed along the lot boundaries excluding the front boundary and the side boundaries from the building line to the front boundary.

- (b) No fence shall be erected on the front boundary and the side boundaries from the building line to the front boundary.
- (c) No person shall occupy any building on any lot until turf has been laid from the front of the building to the street kerb across the entire block and the public area between the front boundary and the street kerb.

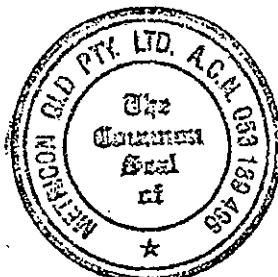
6. TERMS OF RESTRICTIONS ON USE OF LAND SEVENTHLY REFERRED TO IN THE  
ABOVE-MENTIONED PLAN:

- (a) No building shall be erected which has previously been erected elsewhere.
- (b) All buildings to be erected shall be constructed of new materials.
- (c) No privy shall be erected which is detached from the main building.
- (d) That no garage or outbuilding shall be erected or permitted to remain on any lot, except until after or currently with the erection of any main building.
- (e) That no roof of any building erected on any lot shall be of any material other than a blended colour tile or colour impregnated metal and provided that no roof shall be white in colour.
- (f) That no building shall be erected on any lot with external walls of materials other than brick, stone, concrete, glass, aluminium, timber or fibro or any other combination of the same,

provided that fibro, aluminium or timber shall not be used in external walls, except as in-fill panels or gable in-fills in conjunction with all or any of the other materials hereinbefore mentioned and that the proportion of fibro, aluminium and or timber so used in relation to the total external wall area shall not exceed 40% thereof, provided that nothing in the clause contained shall preclude or prohibit a building having the inner framework of its external wall constructed of a timber or other material with an external brick-veneer face.

(g) The subject land shall be kept clean and tidy and of a neat appearance at all times and free of all accumulations of rubbish or waste material. If any lot is not kept neat and tidy prior to the erection of a dwelling or the grass is not kept shorter than 30 cm, Metricon Qld Pty Limited may enter upon the subject lot, remove all accumulation of rubbish and waste materials and mow the said lot and charge the proprietor thereof for doing same.

(h) For the benefit of any adjoining land owned by Metricon Qld Pty Limited, but only during the ownership thereof by Metricon Qld Pty Limited, their successors and assigns, other than purchasers on sale, no fence shall be erected on any lot thereby burdened to divide such lot from the adjoining lot or lots without the consent of Metricon Qld Pty Limited, providing however that such consent shall not be withheld if such fence is erected without expense to Metricon Qld Pty Limited, their successors or assigns as aforesaid and in favour of any person or persons or corporation dealing with the registered proprietor or transferee of such land,



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

(Sheet 6 of 7 sheets)

**DP1059141**

of subdivision of Lot 441 in DP1048763  
covered by Council's Certificate  
No. SC03/0062 of 2003.

such consent shall be deemed to have been given in respect of every fence for the time being erected.

- (i) That no advertisement, hoarding, sign or similar structure or advertising sign or notice shall be erected or be permitted to be erected or to remain upon any lot or upon any building erected upon any lot other than a 'for sale' sign or a builder's sign, no larger than 1 metre by 75 cm.
- (j) That at no time during the construction of a building on any lot shall there be erected or caused to be erected or placed on the lot any temporary building, caravan or structure and no person shall be permitted to live in a portion of a house during the construction of same. This will not prevent an occupier storing a caravan on any lot after completion of the construction of the house providing that no person shall at any time live in the caravan whilst it is on the lot.
- (k) The registered proprietor of any lot shall not nor shall they permit any builder, contractor, employee, lessee, occupier or other agent of the proprietor to allow any commercial vehicle of more than two (2) tonnes in weight unloaded or other heavy transport vehicles to be parked on a regular basis or permanent basis on the land hereby burdened or on any other land owned by the proprietor or upon the public streets of the Pottsville Seabreeze Estate other than in connection with the construction on the land hereby burdened of a residential dwelling.

**7. TERMS OF RESTRICTION ON USE OF LAND EIGHTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

That the registered proprietors for the time being of any allotment having the burden of this restriction upon use for himself, herself and/or themselves or his, her and/or their respective executors, administrators, successors in title and assigns hereby covenants and agrees with Metricon Qld Pty Limited that he, she and/or they shall not be entitled to seek any injunction or other Court order or process restraining or in any way prohibiting or affecting the further development of Lot 538 providing that such development is still in accordance with the terms of a development approval to be issued by the Tweed Shire Council.

**8. TERMS OF RESTRICTION ON USE OF LAND TWELVETHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

(a) No dwelling shall be erected upon the lots burdened until Tweed Shire Council is satisfied that the dwellings comply with the requirements of the acoustic Report No 5181 by Savery and Associates Pty Ltd dated 16<sup>th</sup> February, 2000.

**9. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS  
SECONDLY, TENTHLY, ELEVENTHLY AND TWELVETHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

Tweed Shire Council of Tumbulgum Road, Murwillumbah in the State of New South Wales.

**10. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS  
THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY, SEVENTHLY, EIGHTHLY REFERRED TO IN  
THE ABOVEMENTIONED PLAN:**

Metricon Qld Pty Limited of 501 Blackburn Road, Mt. Waverley in the State of Victoria for such time as they remain the registered proprietors of any lot or lots in the Plan of Subdivision and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said Plan of Subdivision (other than streets or other public areas) having a common boundary with the land burdened provided that any such release variation



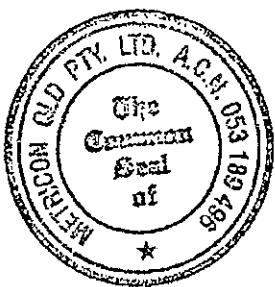
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

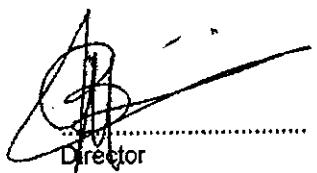
(Sheet 7 of 8 sheets)

**DP1059141**

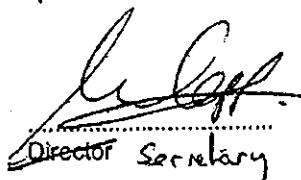
of subdivision of Lot 441 in DP1048763  
covered by Council's Certificate  
No. SC03/0062 of 2003.

or modification shall if approved be made and done in all respects at the cost and expense of  
the person requesting such release variation or modification.



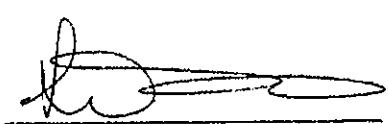
  
Director

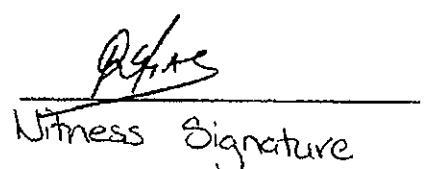
MARIO VITTORIO BIASIN  
Secretary

  
Director Secretary

CHRISTOPHER SPENCER CLAPP

Executed for and on behalf of Australia  
and New Zealand Banking Group Limited  
ABN 11 005 357 522 under Power of  
Attorney dated 18 November 2002  
registered in New South Wales  
Book 4376 No: 410 by Ljiljana Ognjenovic  
who certifies that she is a Manager  
and that she has received no notice  
of revocation of that Power in the  
presence of Kamal Assaad

  
Attorney Signature

  
Witness Signature

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

(Sheet 8 of 8 sheets)

**DP1059141**

of subdivision of Lot 441 in DP1048763  
covered by Council's Certificate  
No. SC03/0062 of 2003.



AUTHORISED OFFICER  
TWEED SHIRE COUNCIL

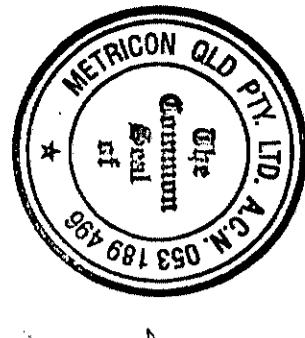
Witness.

  
Bazzie Green  
5.11.03.

REGISTERED  32 13-11- 2003

## PLAN FORM 2

Plan Drawing only to appear in this space



SIGNATURE AND SEALS ONLY

Executed by Australia and New Zealand Banking Group Limited  
(ACN 005 367 522) signed by its Attorney  
[Signature] who certifies that he/she is  
Manager Business Banking - Property Finance /  
Manager Customer Support Unit pursuant to Power of Attorney  
Registered No. 840 Book 4228

Signed in the presence of: [Signature] (Signature)

SARAH ELIZABETH HARVEY  
(Print Name)  
AVAILABILITY MANAGER  
(Title)

[Signature]  
SARAH ELIZABETH HARVEY  
SARAH ELIZABETH HARVEY

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
5	116°06'10"	3.34	
6	126°23'25"	5.0-629	
7	6°06'20"	74-636	
8	276°23'10"	180-591	
9	285°01'50"	63-219	
10	268°22'	32-11	
11	90°51'10"	52-11	
12	267°46'	58-248	
13	255°00'54"	175-567	
14	255°00'54"	175-567	
15	76°43'04"	175-567	
16	82°08'04"	175-567	
17	92°49'34"	31-182	
18	113°58'44"	20-988	
19	237°56'34"	15-105	
20	82°18'34"	28-614	
21	93°10'38"	37-220	
22	1°14'25"	47-3	
23	271°14'25"	5-032	
24	4°24'19"	36-478	
25	10°29'10"	15-02	
26	277°25'02"	31-282	
27	4°24'19"	130-287	
	9.999	26-56-30	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
1	87°56'30"	60-044	
2	75°58'26"	69-366	
3	44°47'45"	55-121	
4	40°29'26"	39-906	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
28	1°08'01"	19-572	
29	268°37'08"	34-469	
30	271°09'59"	20-612	
31	184°24'19"	28-612	
32	188°10'22"	22-827	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
1	28-612	4°24'19"	
2	28-612	4°24'19"	
3	28-612	4°24'19"	
4	28-612	4°24'19"	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
1	99°19'20"	215	
2	99°19'20"	215	
3	99°19'20"	215	
4	99°19'20"	215	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
1	99°19'20"	215	
2	99°19'20"	215	
3	99°19'20"	215	
4	99°19'20"	215	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
1	99°19'20"	215	
2	99°19'20"	215	
3	99°19'20"	215	
4	99°19'20"	215	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
1	99°19'20"	215	
2	99°19'20"	215	
3	99°19'20"	215	
4	99°19'20"	215	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
1	99°19'20"	215	
2	99°19'20"	215	
3	99°19'20"	215	
4	99°19'20"	215	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
1	99°19'20"	215	
2	99°19'20"	215	
3	99°19'20"	215	
4	99°19'20"	215	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
1	99°19'20"	215	
2	99°19'20"	215	
3	99°19'20"	215	
4	99°19'20"	215	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
1	99°19'20"	215	
2	99°19'20"	215	
3	99°19'20"	215	
4	99°19'20"	215	

LINE	BEARING	DISTANCE	REFERENCE & PERMANENT MARKS
1	99°19'20"	215	
2	99°19'20"	215	
3	99°19'20"	215	
4	99°19'20"	215	

DP1045822  
PLAN OF SUBDIVISION OF LOT 1  
IN DP 1044671  
Title-Subdivision: TORRENS TITLE  
Parish: CUDGEN  
County: ROUS  
Lengths are in metres. Reduction Ratio 1 : 5000  
Last Plan: DP 1044671

PLAN OF SUBDIVISION OF LOT 1  
IN DP 1044671  
Title-Subdivision: TORRENS TITLE  
Parish: CUDGEN  
County: ROUS  
Lengths are in metres. Reduction Ratio 1 : 5000  
Last Plan: DP 1044671

PLAN OF SUBDIVISION OF LOT 1  
IN DP 1044671  
Title-Subdivision: TORRENS TITLE  
Parish: CUDGEN  
County: ROUS  
Lengths are in metres. Reduction Ratio 1 : 5000  
Last Plan: DP 1044671

PLAN OF SUBDIVISION OF LOT 1  
IN DP 1044671  
Title-Subdivision: TORRENS TITLE  
Parish: CUDGEN  
County: ROUS  
Lengths are in metres. Reduction Ratio 1 : 5000  
Last Plan: DP 1044671

PLAN OF SUBDIVISION OF LOT 1  
IN DP 1044671  
Title-Subdivision: TORRENS TITLE  
Parish: CUDGEN  
County: ROUS  
Lengths are in metres. Reduction Ratio 1 : 5000  
Last Plan: DP 1044671</p

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING : CREEPING OR FOLDING WILL LEAD TO REJECTION

SURVEY PRACTICE REGULATIONS 200 : CLAUSE 32 (2)					
MARK	M.G.A. CO-ORDINATES	EASTING	NORTHING	ZONE	CLASS
SSM 48410	554507.58	6859637.439	56	B	
PM 75898	553740.157	6859588.819	56	B	
PM 40742	554900.892	6859497.922	56	B	

SOURCE : M.G.A. CO-ORDINATES ADOPTED FROM LPI ON  
13-9-2002  
ORIENTATION ADOPTED: PM 75898 - SSM 48410  
COMBINED SEA LEVEL AND SCALE FACTOR 0.999634

DIAGRAM 'G'

R.R. 1:1000

MOOBALL POTTSTVILLE ROAD

8271m<sup>2</sup>

PUBLIC RESERVE

136

53.049

186°6'20" ~ 74.636

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186°6'20" ~ 74.636

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186°6'20" ~ 74.636

59.375

186°6'20" ~ 74.636

59.375

186°6'20" ~ 74.636

MAIN ARM RM. DH & N. 15.18.14.13  
OF CUDGERA CREEK

138

108°07'34" ~ 125.681 PEG & CR

103.681 PEG & CR

1.522 ha

(INCLUDING

OFFSET AREA)

DRAINAGE

RESERVE

1.22 ha

DP1045822

PLAN FORM 3

**WARNING : CREATING OR FOLDING WILL LEAD TO REJECTION**

This is sheet 4 of my plan in 4 sheets  
dated 22.8.02

Surveyor registered under Surveyors Act 1922

Sheets covered by my Certificate No.  
3009057 of

Authorised Person/General Manager/Accountant  
For use where space is insufficient in any  
Form 2

LINE	BEARING	DISTANCE	ARC	RADIUS
71	52° 17' 24"	18.426	20.478	13
80	142° 17' 24"	18.344	20.363	13
81	232° 17' 24"	32.599	36.23	23
82	142° 17' 24"	18.344	20.363	13
83	181° 22' 44"	11.691	11.711	58
84	88° 22' 47"	10.481	10.486	105
85	88° 22' 47"	8.984	8.987	90

四  
卷之六

(A) . . . . EASEMENT TO DRAIN WATER 3 WIDE  
 (B) . . . . EASEMENT TO DRAIN WATER 3.5 WIDE  
 (C) . . . . EASEMENT TO DRAIN WATER VARIABLE WIDTH  
 (D) . . . . EASEMENT TO DRAIN SEWAGE 3 WIDE  
 (E) . . . . EASEMENT TO DRAIN SEWAGE 3.5 WIDE  
 (F) . . . . EASEMENT FOR SERVICES VARIABLE WIDTH  
 (G) . . . . EASEMENT FOR SUBSTATION SITE 3 WIDE  
 (H) . . . . RIGHT OF ACCESS 15 WIDE  
 AND 20 WIDE

Buckingham Palace 1: 1000

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

9  
(Sheet 1 of 8 sheets)

of subdivision of lot 1 in DP 1044671  
covered by Council's Certificate No. SC02/0057  
of 2002 17th November 2002

**DP1045822**

Lengths are in metres

**PART 1**

**FULL NAME AND ADDRESS  
OF PROPRIETOR OF THE LAND:**

**METRICON QLD PTY LIMITED (ACN 053  
189 496) being a company duly incorporated  
and having its registered office at 501  
Blackburn Road, Mt. Waverley in the State of  
Victoria**

1. **IDENTITY OF EASEMENT OR  
RESTRICTION FIRSTLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:** Easement to drain water 3 wide

**SCHEDULE OF LOTS, ETC AFFECTED**

<u>Lots burdened</u>	<u>Authority benefited</u>
124,125,126, that part of Lot 139 designated AA	Tweed Shire Council

2. **IDENTITY OF EASEMENT OR  
RESTRICTION SECONDLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:** Easement to drain water 3.5 wide

**SCHEDULE OF LOTS, ETC AFFECTED**

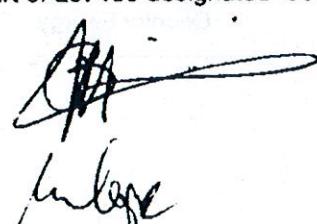
<u>Lots burdened</u>	<u>Authority benefited</u>
114,115,117,118,119,120	Tweed Shire Council

3. **IDENTITY OF EASEMENT OR  
RESTRICTION THIRDLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:** Easement to drain water variable width

**SCHEDULE OF LOTS, ETC AFFECTED**

<u>Lots burdened</u>	<u>Authority benefited</u>
That part of Lot 139 designated CC	Tweed Shire Council



  
Metricon

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

(Sheet 2 of 3 sheets)

**DP1045822**

of subdivision of lot 1 in DP 1044671  
covered by Council's Certificate No. 3002/0057  
of 2002 17th November, 2002

4. IDENTITY OF EASEMENT OR  
RESTRICTION FOURTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:

Easement to drain sewage 3 wide

**SCHEDULE OF LOTS, ETC AFFECTED**

Lots burdened

Authority benefited

107,108,109,110,111,112,113,115,116,  
121,122,123,124,125,126,131,132,133,  
134, that part of Lot 139 designated DD

Tweed Shire Council

5. IDENTITY OF EASEMENT OR  
RESTRICTION FIFTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:

Easement to drain sewage 3.5 wide

**SCHEDULE OF LOTS, ETC AFFECTED**

Lots burdened

Authority benefited

114,115,117,118,119,120

Tweed Shire Council

6. IDENTITY OF EASEMENT OR  
RESTRICTION SIXTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:

Easement for sewer rising  
main 3 wide

**SCHEDULE OF LOTS, ETC AFFECTED**

Lots burdened

Authority benefited

That part of Lot 139 designated RR

Tweed Shire Council

7. IDENTITY OF EASEMENT OR  
RESTRICTION SEVENTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:

Easement for substation site  
3 wide

**SCHEDULE OF LOTS, ETC AFFECTED**

Lots burdened

Authority benefited

Country Energy



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

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(Sheet 3 of 4 sheets)

**DP1045822**

of subdivision of lot 1 in DP 1044671  
covered by Council's Certificate No. SC02/0057  
of 2002 17th November, 2002

8. **IDENTITY OF EASEMENT OR  
RESTRICTION EIGHTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:**

Easement for services variable width

**SCHEDULE OF LOTS, ETC AFFECTED**

<u>Lots burdened</u>	<u>Authority benefited</u>
136	Country Energy
That part of Lot 139 designated FF	Country Energy and Tweed Shire Council

9. **IDENTITY OF EASEMENT OR  
RESTRICTION NINETHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:**

Restrictions on use of land

**SCHEDULE OF LOTS, ETC AFFECTED**

<u>Lots burdened</u>	<u>Authority benefited</u>
Each lot except Lot 139	Tweed Shire Council

10. **IDENTITY OF EASEMENT OR  
RESTRICTION TENTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:**

Restriction on use of land

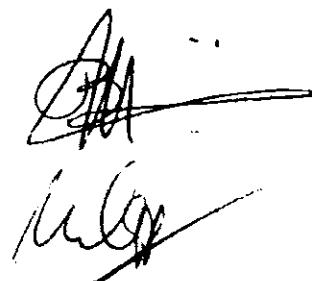
**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
101,102,103,107,110,111, 112,113,117,118,119,120,121, 122,123,124,125,126,127,128 129,130.	Every other lot

11. **IDENTITY OF EASEMENT OR  
RESTRICTION ELEVENTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:**

Restriction on use of land





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

(Sheet 4 of 9 sheets)

**DP1045822**

of subdivision of lot 1 in DP 1044671  
covered by Council's Certificate No. SC02/0057  
of 2002 17th November, 2002

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
101,102,103,104,105,106,107,108,109 110,111,112,113,114,115,116,117,118, 119,120,122,123,124,125,126,127,128, 129,130,131,132,133,134	Every other lot

12. IDENTITY OF EASEMENT OR  
RESTRICTION TWELVETHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Restriction on use of land

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
121	Every other lot

13. IDENTITY OF EASEMENT OR  
RESTRICTION THIRTEENTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Restrictions on use of land

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
Each lot except Lot 135, 136, 137, 138 and 139	Every other lot

14. IDENTITY OF EASEMENT OR  
RESTRICTION FOURTEENTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Restrictions on use of land

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lots benefited</u>
Each lot except Lot 135, 136, 137, 138 and 139	Every other lot

15. IDENTITY OF EASEMENT OR  
RESTRICTION FIFTEENTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Restriction on use of land



A handwritten signature in black ink, appearing to read "John Doe".

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

(Sheet 5 of 8 sheets)

**DP1045822**

of subdivision of lot 1 in DP 1044671  
covered by Council's Certificate No. SCQZ/0057  
of 2002 17th November, 2002

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Lot benefited</u>
Each lot except Lot 135, 136, 137 138	Lot 139

16. IDENTITY OF EASEMENT OR  
RESTRICTION SIXTEENTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN: Easement for batter variable width

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Authority benefited</u>
That part of Lot 139 designated TT	Tweed Shire Council

17. IDENTITY OF EASEMENT OR  
RESTRICTION SEVENTEENTHLY  
REFERRED TO IN THE ABOVE-  
MENTIONED PLAN: Right of access 15 wide and 20 wide

**SCHEDULE OF LOTS AFFECTED**

<u>Lots burdened</u>	<u>Authority benefited</u>
That part of Lot 139 designated ZZ	Tweed Shire Council

**PART 2**

1. TERMS OF EASEMENT FOR SEWER RISING MAIN THREE WIDE SIXTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:
  - (a) The terms set out under easement to drain sewage in Part 4 SCHEDULE 4A of the Conveyancing Act 1919
2. TERMS OF EASEMENT FOR SUBSTATION SITE THREE WIDE SEVENTHLY REFERRED  
TO IN THE ABOVEMENTIONED PLAN:
  - (a) Terms set forth in Part A, definitions and Part B, Above Ground Work, referred to in Memorandum 3820073V registered in the Land Titles Office.
3. TERMS OF RESTRICTIONS ON USE OF LAND NINETHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:
  - (a) No person occupying any lot shall have more than one dog upon any lot and shall not have any such dog unless the boundaries of the subject lot are securely fenced.

No person occupying any lot may have a dog unless it is registered with Tweed Shire Council



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

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(Sheet 6 of 8 sheets)

**DP1045822**

of subdivision of lot 1 in DP 1044671  
covered by Council's Certificate No. SC02/0057  
of 2002 17th November, 2002

and the relevant fee paid by the applicant and a secure dog-proof compound has been constructed upon the lot and such compound has been approved by Tweed Shire Council.

- (c) No person occupying any lot may retrieve a dog that has been impounded by Tweed Shire Council unless that person can satisfy Tweed Shire Council that a secure dog-proof compound has been constructed on the subject lot.
- (d) No person occupying any lot shall have more than one cat upon any lot, such cat being desexed and any such cat must be restrained within the building on the subject lot or within a secure night cage between the hours of 6.00 pm and 6.00 am daily.

**4. TERMS OF RESTRICTION ON USE OF LAND TENTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

No building shall be used as a display home for the purposes of the sale of the building design or any other building design by the occupier of the allotment.

**5. TERMS OF RESTRICTION ON USE OF LAND ELEVENTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

No building shall be erected upon the land unless it is used solely for the purpose of a single private dwelling. No building to be erected is to have an overall floor area, excluding any garage area or carport, of less than 160 square metres. No building shall be erected upon the land unless it contains a double garage.

**6. TERMS OF RESTRICTION ON USE OF LAND TWELVETHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

Not more than two dwelling units shall be erected upon the land, each unit to be used as a private dwelling only. No unit to be erected is to have an overall floor area, excluding any garage area or carport, of less than 110 square metres.

**7. TERMS OF RESTRICTIONS ON USE OF LAND THIRTEENTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

- (a) No boundary fence shall be erected unless it is 1.8 metres in height and comprised of colourbond colour as selected by the vendor except for corner lots which fences shall be comprised of brush fencing along their street frontage from the building alignment of the street to which the dwelling faces to the rear boundary. No person shall occupy any building on any lot until a fence has been constructed along the lot boundaries excluding the front boundary and the side boundaries from the building line to the front boundary.
- (b) No fence shall be erected on the front boundary and the side boundaries from the building line to the front boundary.
- (c) No person shall occupy any building on any lot until turf has been laid from the front of the building to the street kerb across the entire block and the public area between the front boundary and the street kerb.

**TERMS OF RESTRICTIONS ON USE OF LAND FOURTEENTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN:**

No building shall be erected which has previously been erected elsewhere.



A handwritten signature in black ink, appearing to read "John Metcalf".

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

(Sheet 7 of 8 sheets)

of subdivision of lot 1 in DP 1044671

covered by Council's Certificate No. SC02/0057  
of 2002 17th November, 2002

**DP1045822**

- (b) All buildings to be erected shall be constructed of new materials.
- (c) No privy shall be erected which is detached from the main building.
- (d) That no garage or outbuilding shall be erected or permitted to remain on any lot, except until after or currently with the erection of any main building.
- (e) That no roof of any building erected on any lot shall be of any material other than a blended colour tile or colour impregnated metal and provided that no roof shall be white in colour.
- (f) That no building shall be erected on any lot with external walls of materials other than brick, stone, concrete, glass, aluminium, timber or fibro or any other combination of the same, provided that fibro, aluminium or timber shall not be used in external walls, except as in-fill panels or gable in-fills in conjunction with all or any of the other materials hereinbefore mentioned and that the proportion of fibro, aluminium and or timber so used in relation to the total external wall area shall not exceed 40% thereof, provided that nothing in the clause contained shall preclude or prohibit a building having the inner framework of its external wall constructed of a timber or other material with an external brick-veneer face.
- (g) The subject land shall be kept clean and tidy and of a neat appearance at all times and free of all accumulations of rubbish or waste material. If any lot is not kept neat and tidy prior to the erection of a dwelling or the grass is not kept shorter than 30 cm, Metricon Qld Pty Limited may enter upon the subject lot, remove all accumulation of rubbish and waste materials and mow the said lot and charge the proprietor thereof for doing same.
- (h) For the benefit of any adjoining land owned by Metricon Qld Pty Limited, but only during the ownership thereof by Metricon Qld Pty Limited, their successors and assigns, other than purchasers on sale, no fence shall be erected on any lot thereby burdened to divide such lot from the adjoining lot or lots without the consent of Metricon Qld Pty Limited, providing however that such consent shall not be withheld if such fence is erected without expense to Metricon Qld Pty Limited, their successors or assigns as aforesaid and in favour of any person or persons or corporation dealing with the registered proprietor or transferee of such land, such consent shall be deemed to have been given in respect of every fence for the time being erected.
- (i) That no advertisement, hoarding, sign or similar structure or advertising sign or notice shall be erected or be permitted to be erected or to remain upon any lot or upon any building erected upon any lot other than a 'for sale' sign or a builder's sign, no larger than 1 metre by 75 cm.
- (j) That at no time during the construction of a building on any lot shall there be erected or caused to be erected or placed on the lot any temporary building, caravan or structure and no person shall be permitted to live in a portion of a house during the construction of same. This will not prevent an occupier storing a caravan on any lot after completion of the construction of the house providing that no person shall at any time live in the caravan whilst it is on the lot.
- (k) The registered proprietor of any lot shall not nor shall they permit any builder, contractor, employee, lessee, occupier or other agent of the proprietor to allow any commercial vehicle of more than two (2) tonnes in weight unloaded or other heavy transport vehicles to be parked on a regular basis or permanent basis on the land hereby burdened or on any other land owned by the proprietor or upon the public streets of the Pottsville Seabreeze Estate other than in connection with the construction on the land hereby burdened of a residential dwelling.



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

(Sheet 8 of 8 sheets)

of subdivision of lot 1 in DP 1044671  
covered by Council's Certificate No. SC02/0057  
of 2002 17th November, 2004

DP1045822

9. TERMS OF RESTRICTION ON USE OF LAND FIFTEENTHLY REFERRED TO IN THE ABOVENTIONED PLAN:

That the registered proprietors for the time being of any allotment having the burden of this restriction upon use for himself, herself and/or themselves or his, her and/or their respective executors, administrators, successors in title and assigns hereby covenants and agrees with Metricon Qld Pty Limited that he, she and/or they shall not be entitled to seek any injunction or other Court order or process restraining or in any way prohibiting or affecting the further development of Lot 139 providing that such development is still in accordance with the terms of a development approval to be issued by the Tweed Shire Council.

10. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS FIRSTLY, SECONDLY, THIRDLY, FOURTHLY, FIFTHLY, SIXTHLY, EIGHTHLY, NINETHLY, SIXTEENTHLY AND SEVENTEENTHLY REFERRED TO IN THE ABOVENTIONED PLAN:

Tweed Shire Council of Tumbulgum Road, Murwillumbah in the State of New South Wales.

11. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS SEVENTHLY AND EIGHTHLY REFERRED TO IN THE ABOVENTIONED PLAN:

Country Energy of Queen Street, Grafton in the State of New South Wales.

12. NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY RESTRICTIONS, TENTHLY, ELEVENTHLY, TWELVETHLY, THIRTEENTHLY, FOURTEENTHLY AND FIFTEENTHLY REFERRED TO IN THE ABOVENTIONED PLAN:

Meticon Qld Pty Limited of 501 Blackburn Road, Mt. Waverley in the State of Victoria for such time as they remain the registered proprietors of any lot or lots in the Plan of Subdivision and thereafter by the person or persons in whom the legal estate in fee simple is for the time being vested in the land in the said Plan of Subdivision (other than streets or other public areas) having a common boundary with the land burdened provided that any such release variation or modification shall if approved be made and done in all respects at the cost and expense of the person requesting such release variation or modification.



   
Director Secretary

**Director**

## .....

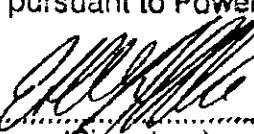
**Secretary**

## Director

DP1045822

Sheet 9 of 9 Sheets

Executed by Australia and New Zealand Banking Group Limited  
(ACN 005 367 522) signed by its Attorney  
Patricia M. O'Leary....., who certifies that he/she is  
Manager Business Banking - Property Finance /  
Manager Customer Support Unit pursuant to Power of Attorney  
Registered No. 840 Book 4228

Signed in the presence of: .....   
(Signature)

EDWARD MCANULIFFE.....

(Print Name)

BANK OFFICER.....

(Title)

REGISTERED  19.11.2002



# Planning Certificate under Section

## 10.7 (formerly Section 149)

**Environmental Planning and Assessment Act, 1979**

Land No. 60110

**Applicant:** NP Conveyancing  
5/5 Coronation Avenue  
POTTSVILLE NSW 2489

**Certificate No:** ePlanCer24/2658  
**Date of Issue:** 10/09/2024  
**Fee Paid:** \$69.00  
**Receipt No:**

**Your Reference:**

**eCustomer Reference:** 24310

**Property Description:** Lot 505 DP 1059141; No. 1 Moonee Street POTTSVILLE

*In accordance with the requirements of section 10.7 of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land at the date of this certificate.*

### ITEM 1

#### Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.
- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
  - (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
  - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section—  
**proposed environmental planning instrument** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

#### Item 1(1)

**The following local environmental planning instrument applies to the carrying out of development on the land:**

Tweed Shire LEP 2014

**The following State environmental planning policies (SEPPs) apply to the carrying out of development on the land.**

State Environmental Planning Policy (Industry and Employment) 2021 - Chapter 3 Advertising and Signage

State Environmental Planning Policy (Housing) 2021 - Chapter 2 Affordable Housing

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Biodiversity and Conservation) 2021 - Chapter 7 Canal Estate Development

State Environmental Planning Policy (Housing) 2021 - Chapter 3 Diverse Housing

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 3 Educational Establishments and Child Care Facilities

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

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 3 Hazardous and Offensive Development

State Environmental Planning Policy (Primary Production) 2021 - Chapter 2 Primary Production and Rural Development

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 4 Remediation of Land

State Environmental Planning Policy (Resilience and Hazards) 2021 - Chapter 2 Coastal Management

State Environmental Planning Policy (Transport and Infrastructure) 2021 - Chapter 2 Infrastructure

State Environmental Planning Policy (Resources and Energy) 2021 - Chapter 2 Mining, Petroleum Production and Extractive Industries

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

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

**Item 1(2)**

**The following draft local environmental plan(s) and draft planning proposal(s) have been placed on public exhibition and apply to the carrying out of development on the land:**

There are no draft Local Environmental Plans currently applying to the subject land.

**Item 1(3)**

**The following development control plan(s) that have been prepared in draft or adopted may apply to the carrying out of development on the land:**

Section A1 - Residential and Tourist Development Code

Section A2 - Site Access and Parking Code

Section A3 - Development of Flood Liable Land

Section A4 - Advertising Signs Code

Section A5 - Subdivision Manual

Section A6 - Biting Midge and Mosquito Control

Section A7 - Child Care Centres

Section A8 - Brothels Policy

Section A9 - Energy Smart Homes Policy

Section A10 - Exempt and Complying Development

Section A13 - Socio Economic Impact Assessment

Section A15 - Waste Minimisation and Management

Section A16 - Preservation of Trees or Vegetation

Section A17 - Business, Enterprise Corridor and General Industrial Zones

Section A18 - Heritage

Section A19 - Biodiversity and Habitat Management

Section B15 - Seabreeze Estate, Pottsville

Section B21 - Pottsville Locality Based Development Code

## ITEM 2

### Zoning and land use under relevant planning instruments

*The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—*

- (a) *the identity of the zone, whether by reference to—*
  - (i) *a name, such as “Residential Zone” or “Heritage Area”, or*
  - (ii) *a number, such as “Zone No 2 (a)”,*
- (b) *the purposes for which development in the zone—*
  - (i) *may be carried out without development consent, and*
  - (ii) *may not be carried out except with development consent, and*
  - (iii) *is prohibited,*
- (c) *whether additional permitted uses apply to the land,*
- (d) *whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,*
- (e) *whether the land is in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#),*
- (f) *whether the land is in a conservation area, however described,*
- (g) *whether an item of environmental heritage, however described, is located on the land.*

### Item 2(a-c)

**The subject land is within the following zone(s) and is affected by the following landuse table:**

#### **Zone R2 Low Density Residential**

##### **1 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.

##### **2 Permitted without consent**

Environmental facilities; Environmental protection works; Home occupations

##### **3 Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Dwelling houses; Group homes; Home industries; Oyster aquaculture; Pond-based aquaculture; Respite day care centres; Roads; Tank-based aquaculture; Any other development not specified in item 2 or 4

##### **4 Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Hostels; Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Local distribution premises; Marinas; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (major); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Shop top housing; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals;

Warehouse or distribution centres; Wharf or boating facilities; Wholesale supplies

[End of Zone R2 Table]

**Item 2(d)**

**Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:**

Not applicable.

**Item 2(e) - Biodiversity Value:**

The subject land is not in an area of outstanding biodiversity value under the [Biodiversity Conservation Act 2016](#).

**Item 2(f) - Conservation Area:**

The subject land is not within a heritage conservation area identified within the applicable Tweed Local Environmental Plan.

**Item 2(g) - Item of Environmental Heritage:**

The subject land does not contain nor constitute an item of environmental heritage as listed in the applicable Tweed Local Environmental Plan.

**Other Clauses under Tweed Local Environmental Plan 2000 (if this Plan applies)**

The subject land is not affected by any special clauses in Tweed Local Environmental Plan 2000.

---

**ITEM 3**

**Contributions Plans:**

- (1) *The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.*
- (2) *If the land is in a special contributions area under the Act, Division 7.1, the name of the area.*

The following contributions plan(s) apply (or may apply depending upon proposed future development) to the subject land:

Section 94 Plan No 4 - Tweed Road Contribution Plan

Section 94 Plan No 11 - Tweed Shire Library Facilities

Section 94 Plan No 12 - Bus Shelters

Section 94 Plan No 13 - Eviron Cemetery

Section 94 Plan No 15 - Developer Contributions for Community Facilities

Section 94 Plan No 18 - Council Administration Offices and Technical Support Facilities

Section 94 Plan No 20 - Public Open Space at Seabreeze Estate

Section 94 Plan No 22 - Cycleways

Section 94 Plan No 26 - Shirewide/Regional Open Space

Section 94 Plan No 32 - Developer Contributions for Heavy Haulage

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**ITEM 4**

**Complying Development**

- (1) *If the land is land on which complying development may be carried out under each of the complying development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c)3 or 1.19.*
- (2) *If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*

(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) *a restriction applies to the land, but it may not apply to all of the land, and*
- (b) *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.*

(4) *If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.*

### **Part 3 Housing Code**

Yes. Complying Development under the Housing Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 3A Rural Housing Code**

Yes. Complying Development under the Rural Housing Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 3B Low Rise Housing Diversity Code**

Yes. Complying Development under the Low Rise Housing Diversity Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 3C Greenfield Housing Code**

Yes. Complying Development under the Greenfield Housing Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 4 Housing Alterations Code**

Yes. Complying Development under the Housing Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 4A General Development Code**

Yes. Complying Development under the General Development Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 5 Industrial and Business Alterations Code**

Yes. Complying Development under the Industrial and Business Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 5A Industrial and Business Buildings Code**

Yes. Complying Development under the Industrial and Business Buildings Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 5B Container Recycling Facilities Code**

Yes. Complying Development under the Container Recycling Facilities Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 6 Subdivisions Code**

Yes. Complying Development under the Subdivisions Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 7 Demolition Code**

Yes. Complying Development under the Demolition Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 8 Fire Safety Code**

Yes. Complying Development under the Fire Safety Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### **Part 9 Agritourism and Farm Stay Accommodation Code**

**Yes. Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.**

### Qualifying Statement on Council Data Affecting this Item

Tweed Shire 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 restriction applies to the land, but it may not apply to all of the land.

### ITEM 5

#### Exempt Development

- (1) *If the land is land on which exempt development may be carried out under each of the exempt development codes under [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#), because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.*
- (2) *If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.*
- (3) *If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—*
  - (a) *a restriction applies to the land, but it may not apply to all of the land, and*
  - (b) *the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.*
- (4) *If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.*

Yes. Exempt Development may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

### Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. A restriction applies to the land, but it may not apply to all of the land.

### ITEM 6

#### Affected building notices and building product rectification orders

- (1) *Whether the council is aware that—*
  - (a) *an affected building notice is in force in relation to the land, or*
  - (b) *a building product rectification order is in force in relation to the land that has not been fully complied with, or*
  - (c) *a notice of intention to make a building product rectification order given in relation to the land is outstanding.*
- (2) *In this section—*  
**affected building notice** *has the same meaning as in the [Building Products \(Safety\) Act 2017](#), Part 4.*  
**building product rectification order** *has the same meaning as in the [Building Products \(Safety\) Act 2017](#).*

#### Item (1)(a-c)

Council is not aware of any affected building notice or building product rectification order or a notice of intention to make a building product rectification order for the subject land.

### ITEM 7

#### Land reserved for acquisition:

*Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.*

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 3.15 of the EP&A Act 1979) under the provisions of any environmental planning instrument deemed or draft environmental planning instrument.

### ITEM 8

## Road Widening and Road Realignment:

*Whether the land is affected by road widening or road realignment under—*

- (a) *the [Roads Act 1993](#), Part 3, Division 2, or*
- (b) *an environmental planning instrument, or*
- (c) *a resolution of the council.*

### **Item 8(a-c)**

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

## **ITEM 9**

### **Flood related development controls**

- (1) *If the land or part of the land is within the flood planning area and subject to flood related development controls.*
- (2) *If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.*
- (3) *In this section—*  
*flood planning area* has the same meaning as in the *Floodplain Development Manual*.  
*Floodplain Development Manual* means the *Floodplain Development Manual (ISBN 0 7347 5476 0)* published by the NSW Government in April 2005.  
*probable maximum flood* has the same meaning as in the *Floodplain Development Manual*.

### **Item 9(1-3)**

- (1) The land is a flood control lot. Council is aware that the land or part of the land is within the flood planning area and subject to flood related development controls. Flood related development controls, such as the Tweed Local Environmental Plans and minimum floor levels, are prescribed by Development Control Plan Section A3 - Development of Flood Liable Land. Property Flood Reports that provide general flood risk information for this land are available on Council's website.

### **Floodplain Risk Management Study**

Council has adopted the Tweed Valley Floodplain Risk Management Study (and Draft Plan) 2005 - Part 2 Planning Controls for High Flow Areas dated August 2006. The subject land is not affected by this Policy.

- (2) The land or part of the land is not affected by the probable maximum flood.

## **ITEM 10**

### **Council and other public authority policies on hazard risk restrictions**

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

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

**Land Slip:**

The council has not adopted a policy to restrict development of the subject land because of the likelihood of land slip. Geotechnical investigations may be required prior to development of some sites, depending upon the characteristics of the site and the nature of development proposed.

**Bushfire:**

The Council has not adopted a policy to restrict development of the subject land because of the likelihood of bushfire hazard.

**Tidal Inundation:**

Council has no records that indicate that the land is affected by tidal inundation. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of tidal inundation.

**Subsidence:**

Council records do not indicate that the land is affected by subsidence. Accordingly, the Council has not adopted a policy to restrict development of the land in respect to subsidence.

**Acid Sulfate Soils:**

The subject land is identified as Class 3 on Councils "Acid Sulfate Soil Planning Map" under the relevant Tweed Local Environmental Plan.

**Contamination:**

Council has by resolution, adopted a policy which may restrict development of the subject land in respect of potential contamination of that land.

Due to the historical nature of land uses in the Tweed Shire, there is a possibility that land previously used for such purposes as agriculture, industrial, residential, commercial or similar uses would contain contamination. Enquiries should be made at the Council for any information held in their files and enquiries should also be made with all other relevant authorities. Tweed Shire Council has not yet prepared any detailed information as to whether this land is contaminated land.

**Coastal Hazards:**

This property is not affected.

**Aircraft Noise:**

The subject site does not lie within an Australian Noise Exposure Forecast (ANEF) zone surrounding Gold Coast Airport. Additional information on aircraft noise and the ANEF can be obtained from Gold Coast Airport on (07) 5589 1100 or by visiting their website at <http://www.goldcoastairport.com.au/>.

**Any Other Risk:**

Council has adopted a policy to restrict development of the subject land due to the following other identified risk:

• **Cattle Tick Dip Sites:**

Council records do not indicate that the land is or has been used as a Cattle Tick Dip Site.

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**ITEM 11**

**Bush Fire Prone Land**

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

The subject land is not identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 10.3(2) of the Environmental Planning and Assessment Act, 1979, as amended.

## ITEM 12

### Loose-fill asbestos insulation

*If the land includes residential premises, within the meaning of the [Home Building Act 1989](#), Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.*

The land is not known to be affected or listed on any register.

## ITEM 13

### Mine Subsidence:

*Whether the land is declared to be a mine subsidence district, within the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).*

No

## ITEM 14

### Paper subdivision information

- (1) *The name of a development plan adopted by a relevant authority that—*
  - (a) *applies to the land, or*
  - (b) *is proposed to be subject to a ballot.*
- (2) *The date of a subdivision order that applies to the land.*
- (3) *Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.*

There is no paper subdivision information relating to this land.

## ITEM 15

### Property Vegetation Plans

*If the land is land in relation to which a property vegetation plan is approved and in force under the [Native Vegetation Act 2003](#), Part 4, 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.*

The subject land is not affected by a Property Vegetation Plan under the Native Vegetation Act 2003.

## ITEM 16

### Biodiversity Stewardship Sites:

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

**Note—**

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

Council has not been notified of the existence of any biodiversity stewardship agreements by the Chief Executive of the Office of Environment and Heritage.

## ITEM 17

### Biodiversity certified land:

If the land is biodiversity certified land under the [Biodiversity Conservation Act 2016](#), Part 8, a statement to that effect.

**Note—**

Biodiversity certified land includes land certified under the [Threatened Species Conservation Act 1995](#), Part 7AA that is taken to be certified under the [Biodiversity Conservation Act 2016](#), Part 8.

Council is not aware of any Biodiversity Certifications on this site.

## ITEM 18

### Orders under Trees (Disputes between Neighbours) Act 2006

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

Council has not been notified of any Order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

## ITEM 19

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

(1) If the [Coastal Management Act 2016](#) applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the [Local Government Act 1993](#), section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section—

**existing coastal protection works** has the same meaning as in the [Local Government Act 1993](#), section 553B.

**Note—**

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

The subject site is not affected by any Annual Charges for coastal protection services under the *Local Government Act 1993*.

## ITEM 20

### Western Sydney Aerotropolis

Whether under [State Environmental Planning Policy \(Precincts—Western Parkland City\) 2021](#), Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the [Lighting Intensity and Wind Shear Map](#), or
- (c) shown on the [Obstacle Limitation Surface Map](#), or
- (d) in the “public safety area” on the [Public Safety Area Map](#), or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the [Wildlife Buffer Zone Map](#).

Not applicable to Tweed Shire.

## ITEM 21

### Development consent conditions for seniors housing

If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2).

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land.

There are no historic development consents relating to Seniors Housing on the land.

## ITEM 22

### Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under [State Environmental Planning Policy \(Housing\) 2021](#), or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the Department.
- (2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).
- (3) Any conditions of a development consent in relation to land that are of a kind referred to in [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#), clause 17(1) or 38(1).
- (4) In this section—  
**former site compatibility certificate** means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

#### Item (1)(a-b)

There are no current site compatibility certificates under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate that council is aware of in relation to the land.

#### Item (2)

State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2 applies to the land.

There are no development consents of a kind referred to in State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, section 21(1) or 40(1) relating to the land.

#### Item (3)

There are no development consents of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1) relating to the land.

## ITEM 23

### Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006, a statement to that effect.

Council has not been advised that water or sewerage services are to be provided to the land under the Water Industry Competition Act 2006.

### Prescribed matters in accordance with 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,

- (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,*
- (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,*
- (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,*
- (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.*

**(a) Significantly Contaminated Land**

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

**(b) Management Order**

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of a management order within the meaning of the Contaminated Land Management Act 1997.

**(c) Approved Voluntary Management Proposal**

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

**(d) Ongoing Maintenance Order**

As at the date of this certificate, Council has not been notified by the NSW Environment Protection Authority (EPA) that the land is the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

**(e) Site Audit Statement**

As at the date of this certificate, Council has not been notified that the land is the subject of a site audit statement within the meaning of Part 4 of the Contaminated Land Management Act 1997. Council has not been notified/provided with a copy of any site audit statement pertaining to the subject land.

**NOTE:** *The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979 and Environmental Planning and Assessment Regulation 2021.*

*Information provided under Section 10.7(2) is in accordance with the matters prescribed under Schedule 2 of the Environmental Planning and Assessment Regulation 2021.*

*When information pursuant to Section 10.7(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.*

*In addition to the above information you may wish to obtain advice on additional matters affecting the site. A certificate under Section 10.7(5) of the Environmental Planning and Assessment Act 1979 may provide advice on the following additional matters:*

- *Development Approval/s issued within the last five years;*
- *Draft Environmental Planning Instruments;*
- *Tree Preservation Orders;*
- *Further Information Regarding Contamination;*
- *Height under Tweed Local Environmental Plan 2000; Tweed City Centre Local Environmental Plan 2012 and Tweed Local Environmental Plan 2014*
- *Aircraft Noise;*
- *Future Road Corridor;*
- *Future Road Widening; and*
- *Farmland Protection*

*Council draws your attention to Section 10.7(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).*

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**Please contact the Development Assessment Unit for further information about any instruments or affectations referred to in the Certificate.**

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**TROY GREEN**  
**GENERAL MANAGER**

Per .....

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During the last year, the author has had the opportunity of examining a number of surveys made in the United States, and has been struck by the fact that the great majority of them are not arranged in a form which is of much value for the purposes of the surveyor.

# Standard Form Residential Tenancy Agreement

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

## IMPORTANT INFORMATION

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

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

## AGREEMENT

This Agreement is made on 19 / 12 / 2023 at: 11/5 Coronation Avenue, Pottsville Beach NSW 2489 NSW **BETWEEN**

### LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: **Mathew & Blanca Cam**

Phone: ..... Mobile: ..... Email: **matt.g.cam@gmail.com**

Other Contact Details: .....

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

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

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

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

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

Name/s: **Nathan Conwell & Tegan Conwell**

Address for service of notices (if not address of Residential Premises): .....

**1 Moonee Street, Pottsville NSW 2489**

Phone: **0439 558 780 N** Mobile: **0477 285 117 T** Email: **theconwells@live.com.au**

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

Name/s: **Pottsville Beach Real Estate Pty Ltd T/as First National Real Estate Pottsville Beach**

Address: **11/5 Coronation Avenue** ACN: **45003328603**

**Pottsville NSW 2489**

ABN: **45003328603**

Phone: **(02) 6676 1053** Mobile: .....

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

Licence No.: **260643**

Licence Expiry: **30/08/23**

## TERM OF AGREEMENT

The term of this Agreement is:

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

Other (Please specify) .....

Periodic (no end date) .....

starting on: **09 / 01 / 2024** and ending on: **06 / 01 / 2025** (cross out if not applicable)

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

The residential premises are: **1 Moonee Street, Pottsville NSW 2489**

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

**Pool maintenance included in property - chemicals payable by tenants on invoice from pool company**

**RENT/RENT INCREASE**

The rent is: **\$800.00** per: **Week** payable in advance starting on: **09 / 01 / 2024**

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

Rent Increase 1: Then from: **05 / 04 / 2024** pay: **\$835.00** per: **Week**

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

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

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

The method by which the rent must be paid:

(a) to: **Landlord's Agent**

by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **PBRE Rent Trust**

BSB: **062-580**

Account No.: **28018040**

Bank: **Commonwealth**

Payment Reference: **00761**

or any other account nominated by the landlord; or

(c) as follows: **Direct Deposit or EFTPOS**

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

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

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

The tenant provided the rental bond amount to:

the landlord or another person, or

the landlord's agent, or

NSW Fair Trading through Rental Bonds Online.

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

## IMPORTANT INFORMATION

**MAXIMUM NUMBER OF OCCUPANTS**

No more than **6** 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: **Glenn Taylor**

Phone: **0412 508 406**

Plumbing Repairs: **Craig Lanston**

Phone: **0418 192 944**

Building Repairs: **Tweed Coolangatta Property Services**

Phone: **0412 141 456**

Other Repairs:

Phone:

## WATER USAGE

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

## UTILITIES

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

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

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

## SMOKE ALARMS

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

Hardwired smoke alarm  Battery operated smoke alarm

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

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

## ALL SMOKE ALARMS COVERED BY SATS

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

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

## ALL SMOKE ALARMS COVERED BY SATS

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

## STRATA BY-LAWS

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

If 'yes', see Clauses 38 and 39

## GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

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

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

### Landlord

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

Email Address: kaye@pottsville.com.au; reception@pottsville.com.au

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

### Tenant

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

Email Address: theconwells@live.com.au

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

## CONDITION REPORT

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

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

## TENANCY LAWS

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

# STANDARD TERMS OF AGREEMENT

## RIGHT TO OCCUPY THE PREMISES

- 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

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

## RENT

### 3. The tenant agrees:

- to pay rent on time, and
- to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 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:

- 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
- 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
- not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 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
- not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 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 or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

## RENT INCREASES

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

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

- The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
- The landlord and the tenant agree:**
  - that the increased rent is payable from the day specified in the notice, and
  - 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
  - that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

## RENT REDUCTIONS

- The landlord and the tenant agree** that the rent abates if the residential premises:
  - 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
  - are compulsorily appropriated or acquired by an authority.
- 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

- The landlord agrees** to pay:
  - rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 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
- all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- all charges in connection with a water supply service to residential premises that are not separately metered, and
- 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
- all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

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

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

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

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

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

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

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
  - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
  - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
  - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
  - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
- 13. **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

#### POSSESSION OF THE PREMISES

14. **The landlord agrees:**

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

#### TENANT'S RIGHT TO QUIET ENJOYMENT

15. **The landlord agrees:**

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

#### USE OF THE PREMISES BY TENANT

16. **The tenant agrees:**

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

17. **The tenant agrees:**

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

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

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

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

#### LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. **The landlord agrees:**

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

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

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

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

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

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

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

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

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

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

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

#### URGENT REPAIRS

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

- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

#### SALE OF THE PREMISES

21. **The landlord agrees:**

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

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

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

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

#### LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

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

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

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

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

24.11 if the tenant agrees.

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

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

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

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

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

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

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

#### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

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

30. **The tenant agrees:**

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

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

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

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

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

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

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

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

#### LOCKS AND SECURITY DEVICES

32. **The landlord agrees:**

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

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

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

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

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

33. **The tenant agrees:**

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

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

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

#### TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

*[Cross out if not applicable]*

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

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

#### MITIGATION OF LOSS

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

#### RENTAL BOND

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

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

41.1 details of the amount claimed, and

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

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

#### SMOKE ALARMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SWIMMING POOLS

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

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

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

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

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

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

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

## LOOSE-FILL ASBESTOS INSULATION

47. **The landlord agrees:**

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

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

## COMBUSTIBLE CLADDING

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

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

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

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

## SIGNIFICANT HEALTH OR SAFETY RISKS

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

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

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

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

## ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

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

1 x Outside British Bulldog

54. **The tenant agrees:**

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

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

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

54.4 to comply with any council requirements.

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

56.1 **The tenant agrees:**

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

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

#### ADDITIONAL TERM - CONDITION REPORT

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

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

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

#### ADDITIONAL TERM - INSPECTIONS

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

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

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

- they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
- to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
- 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.
- 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.
- not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 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.
- 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.
- 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.
- 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.
- where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
- not to affix any television antenna to the premises.
- not to maliciously or negligently damage the premises or any part of the premises.
- 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 its guest/s.
- at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.
- 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.
- to notify the landlord of any infectious disease at the premises.

#### ADDITIONAL TERM - CARE AND USE OF PREMISES

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

#### ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

#### 60. Swimming Pool Safety and Maintenance

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

- (a) handover the pool in a condition that is safe for use
- (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.

60.2 During the term of the tenancy:

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

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

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

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

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

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

#### ADDITIONAL TERM - RENTAL BOND

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

#### ADDITIONAL TERM - TERMINATION

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

- (a) to deliver vacant possession in accordance with the termination notice; and
- (b) to deliver up all keys and security devices; and
- (c) to advise as soon as possible of the tenants contact address.

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

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

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

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

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

#### ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
- (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

#### ADDITIONAL TERM - OCCUPANTS

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

#### ADDITIONAL TERM - TELECOMMUNICATION SERVICES

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

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

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

#### ADDITIONAL TERM - STATUTES AND BY-LAWS

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

#### ADDITIONAL TERM - INSURANCE

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

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

- (a) cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
- (b) cause or expose the landlord to any claim on any such insurance policy; or
- (c) cause any such insurance policy to be invalidated.

#### ADDITIONAL TERM - RENT INCREASE DURING THE TERM

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

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

#### ADDITIONAL TERM - PRIVACY

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

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

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

- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
- (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
- (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
- (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
- (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
- (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
- (7) Owners Corporations.

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

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

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

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

#### ADDITIONAL TERM - DATA COLLECTION

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

#### ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

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

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

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

- (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
- (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.

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

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

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

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

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

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

## NOTES

### 1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  - (a) the letting of residential premises, or
  - (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

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

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

### 3. ENDING A FIXED TERM AGREEMENT

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

### 4. ENDING A PERIODIC AGREEMENT

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

### 5. OTHER GROUNDS FOR ENDING AGREEMENT

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

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

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

### 6. WARNING

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

**OTHER ADDITIONAL TERMS**

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

**Refer Addendum A (Item A1)****SIGNATURES****THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

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

**SIGNED BY THE LANDLORD:**

Date: 9/11/2024

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

**LANDLORD INFORMATION STATEMENT**

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

**SIGNED BY THE LANDLORD:**

Date: 9/11/2024

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

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

**SIGNED BY THE TENANT:**

Date: 9/10/24

(Signature of tenant)

**SIGNED BY THE TENANT (2):**

Date: 9/10/24

(Signature of tenant 2)

**SIGNED BY THE TENANT (3):**

(Signature of tenant 3)

Date: / /

**SIGNED BY THE TENANT (4):**

(Signature of tenant 4)

Date: / /

**TENANT INFORMATION STATEMENT**

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

**SIGNED BY THE TENANT/S:**

Date: 9/10/24

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

# Addendum A

## A1. Other Additional Terms

### Addendum A

#### A1. Other Additional terms

#### ADDITIONAL TERMS AND CONDITIONS TO THE RESIDENTIAL TENANCY AGREEMENT

##### 78. Rent Payments

The tenant/s agrees to pay rent at least one week in advance at all times.

##### 79. Dishonor fees

The tenant/s agrees to compensate the Agency for all bank charges incurred as a result of any payment made by direct debit where the payment is subsequently dishonored by the bank.

##### 80. Repairs

The tenant acknowledges that all repairs and maintenance requests are to be submitted to the office in writing. A form can be accessed from our First National office or simply by sending an email to the property manager.

The tenant acknowledges that when the tenant requires a tradesperson to attend a repair/fitting of an appliance, the tenant shall be responsible for the payment for service charges by tradesperson in the following circumstances:

- A) When there is no fault found by the trade's person
- B) When the tenant has not operated the appliance in the correct manner
- C) When the tradesperson has not been able to gain access to the premises to carry out repairs
- D) When, in the opinion of the landlord or agent, a service charge has been unreasonably incurred

##### 81. Contents Insurance

It is the tenants responsibility to insure their own property and possessions by way of personal contents insurance. If the landlord does have insurance cover, the tenant must not do or allow anything to be done that would invalidate any insurance policy for the premises or increase the premium of the policy. If the tenant incurs accidental damage to the property and the landlord wishes to claim on the insurance policy, the landlord may ask the tenant to pay the excess on the policy.

##### 82. Smoke Alarms

The tenant acknowledges, and agrees to the following:

- A) The tenant/s will notify the agent when a smoke alarm has failed or is about to fail other than because the battery is flat.
- B) The tenant/s will not remove, dispose of, or otherwise tamper with the smoke alarms installed at the premises unless it is to clean or change the battery.
- C) The tenant/s will ensure that all exists from the property are maintained as clearways so they can be safely and effectively used for escape in the event of a fire.
- D) The tenant/s agrees to arrange for the cleaning and testing of each smoke alarm in the dwelling at least once every 12 months where the fixed term tenancy is 12 months or longer or a periodic tenancy.
- E) The tenant/s agrees to arrange for the replacement of each battery that is spent during the tenancy. This work will be carried out at your expense. If arranging your own contractor, ensure they are qualified and hold current Public Liability Insurance.

##### 83. Smoking

The tenant agrees there will be no smoking inside the premises, and the tenant will be responsible for any costs associated with repairing and cleaning any part of the property affected as a result of smoking.

##### 84. Carpet

The tenant acknowledges that if the carpet was professionally

cleaned at the commencement of the tenancy. As per terms of the agreement they agree to return the carpet in the same condition (fair wear and tear accepted) as at the commencement of this agreement.

##### Addendum A (Continued)

##### 85. Tenancy Database

The tenant acknowledges that First National Pottsville Beach are member of the Tenancy Information Centre (TICA). If any terms or conditions of the Residential Tenancy Agreement are breached, they may be placed on a tenancy database.

##### 86. Routine Inspections

The landlord/s agent is required by the Residential Tenancy's Act to conduct physical inspections are for the benefit of the landlord and tenant as it ensures the property is kept in reasonable repair. The tenant acknowledges that the Property Manager will provide a minimum of 7 days written notice and will take photos of the property during these inspections to accompany the written report to the landlord.

##### 87. Portable/Inflatable Swimming Pools

There are stringent legislation and safety guidelines relating to swimming pools. For the safety of occupants, visitors and neighbors, portable or inflatable swimming pools NOT permitted at the rented premises.

##### 88. Locksmith

Tenants acknowledge that if they lock themselves out of the property after hours; it is the tenant's responsibility to call a Locksmith and this will be at the tenant's own expense. You may call the office emergency contact and ask if someone is available, however, this is not a guaranteed service and should someone be able to assist, a charge of \$150 will be payable to that staff member for after hours call out fee.

Border Locksmiths- 07 5536 1611

##### 89. Foxtel/Pay TV

The tenant acknowledges that the installation of Foxtel and satellite dishes MUST be authorized by the Owner of the property and the tenant agrees to rectify any damages caused by the installation of the satellite dish. A copy of the receipt must be shown to the Agent upon vacating the premises.

##### 90. TV Reception

The tenant acknowledges that the landlord has provided a working TV aerial and at least one TV point for tenants use. The tenant acknowledges that they are responsible for their TV reception which may require purchasing a booster or similar equipment. The landlord is not obligated to provide any extra equipment for reception purposes. If a booster has been provided at the property, the tenant agrees that it is to remain at the property upon vacating.

##### 91. Change of Locks

The tenant acknowledges that it is an offence for a tenant to change or alter the locks at the rented premises without the consent of the landlord's agent without a reasonable excuse. The tenant agrees to give the landlord a copy of the key that they can change within 7 days.

##### 92. Pot Plants

The tenant agrees to place suitable water trays underneath all pot plants, whether the plants are indoors or outdoors of the premises. The tenant agrees that should any damage be caused to the floor coverings, the necessary repairs will be at the tenant's expense.

##### 93. Garbage Bins

The tenant is responsible for the security of the garbage and recycle bins, if a bin is damaged or stolen due to the tenant's negligence, the tenant will be charged the replacement cost.

##### 94. Additional Occupants

The tenants agree that only listed occupants are to stay at

AUNSWREPM001 v6.0

Addendum A - Page 1 (Overall Page 15 of 16)

## Addendum A (continued)

the property on a permanent basis. The tenant agrees that if they wish for any other person to reside at the property on a permanent basis that a completed tenancy application is to be handed into First National for approval. The tenant agrees that if permission is not sought from the landlord or agent that they are in breach of the tenancy agreement.

### Addendum A (Continued)

#### 95. Vehicles

The tenant/s agree to only keep vehicles with current registration at the property unless written approval has been granted from landlord and/or agent.

The tenant/s agree only vehicles listed on the application for tenancy unless written approval has been granted from landlord/agent.

#### 96. Exterior

The tenant acknowledges that they are required to maintain the exterior of the building, including cleaning of guttering, pressure washing of outdoor walls, downpipes, driveways, paths etc. Where required.

#### 97. Use of the Property

The tenant acknowledges that rented premises is not to be rented/leased to a third party for holiday let or any other short term let through AirBnB or similar without the written consent of the owner or the owner's agent.

#### 98. Landlord Contact

The tenant understands that a form of contact has been given for the landlord and agrees that contact only be made with the landlord in an emergency situation unless otherwise agreed in writing with the landlord and landlords agent. The tenant understands that contact should be attempted with the emergency trades listed in the lease agreement prior to contact with the landlord. The landlord understands that the landlord has no access to financial records to discuss rental payments etc.

#### 99. Break Lease

The tenant acknowledges that the break lease penalty in clause 51 of this lease agreement is applicable. The tenant also acknowledges that any further costs involved with breaking the lease such as advertising fees, photography etc. May be payable by the tenant.

#### 100. Gas Bottle

If applicable, the tenant agrees that there are gas cylinders at the property for the tenants use. The tenant agrees that if the gas bottles are noted as being full on the ingoing condition report that they are required to leave the gas bottles full upon vacating and a receipt is to be given to the agent as confirmation. The tenant is aware that the refilling of gas bottles is their sole responsibility. The tenant agrees the gas cylinders are to be left in place upon vacating.

#### 101. Air Conditioning

The tenant acknowledges that if there is an air conditioner at the property that it is the tenant/s responsibility for cleaning of air conditioner filters and is required to be carried out on a regular basis to ensure effective operation of the units.

Failure to carry out this maintenance, which results in the need for service calls, will be charged to the tenant. The tenant acknowledges that evidence (such as a receipt) has been produced to show the filters have been cleaned and will be required to produce evidence.

#### 102. Entry Condition Report

The tenant acknowledges and agrees that the Entry Condition Report will be conducted and provided to the tenant either on or prior to the Residential Tenancy Agreement is signed and executed by all parties. The tenant acknowledges that if they are not taking possession of the property within 7 days of the start date of the Lease Agreement, that any comments noted on the Entry Condition

Report by the ingoing tenant, that are a direct result of the property being vacant for an extended period, between the Lease start date and the tenant actually occupying the property, such as lawns grown, dust build up and dirty windows will not be valid. The condition of the property noted, photographed, and dated by the Agent on the Entry Condition Report is the condition the property will be required to be returned in by the exiting tenant.

#### Addendum A (Continued)

#### 103. Exterior Fittings

The tenant/s acknowledge and agree that there is to be no installation of exterior fittings such as but not limited to; security cameras, security lights, child swings, ceiling pot plant holders etc, on any surface on the outside of the dwelling or property without the landlord's written consent, these items will be removed immediately by the Agent or Agent's tradesperson and the tenant will be liable for the cost of rectification.

The tenant/s acknowledge and agree that should approval of such fittings be approved by the Landlord; they will be liable to have these items removed upon vacate and will be responsible for the cost of repair.

#### 104. Pets

It is acknowledged that pets are not permitted to be kept at the premises unless written approval is given by the Landlord/s.

#### 106. Destruction of Lawns & Gardens

The tenants acknowledge and agree that should there be any damage to the lawns and gardens from placement or storage of personal items such as play equipment, trampolines, cars, or caravans during their tenancy, that they are liable for the cost of re-establishing the lawns and gardens to the same state as noted on the entry report.

## NSW SWIMMING POOL REGISTER

### Certificate of Registration

#### Section 30C – Swimming Pools Act 1992

Pool No:	f154805f
Property Address:	1 MOONEE STREET POTTSVILLE
Date of Registration:	20 November 2017
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	In Ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

**Please remember:**

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

## NSW SWIMMING POOL REGISTER

### Certificate of Compliance

#### Section 22D – Swimming Pools Act 1992

Pool No:	f154805f
Property Address:	1 MOONEE STREET POTTSVILLE
Expiry Date:	23 July 2027
Issuing Authority:	michael anthony murray - Registered Certifier - bdc2500

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

**Please remember:**

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use