

# Contract for the sale and purchase of land 2017 edition

TERM	MEANING OF TERM	eCOS ID: 44612204	NSW Duty:
vendor's agent	First National Real Estate David Haggarty 454 High Street MAITLAND NSW 2320		Phone: 4933 5544 Fax: 4933 1706 Ref: Pat Howard
co-agent			
vendor	KATHERINE SCHAEFER PTY LTD 20 Hilltop Road WAMBERAL NSW 2260		
vendor's solicitor	RM Legal & Conveyancing 19 Clarkstone Ave CAMERON PARK NSW 2285 PO Box 516 WALLSEND NSW 2287		Phone: 0411 460 873 Fax: 02 4913 5332 Ref: AR:18/0933
date for completion	42 days after the contract date (clause 15)		Email: amanda@rmlegalandconveyancing.com.au
land	1/70 WEBLANDS ST RUTHERFORD NSW 2320		
(Address, plan details and title reference)	Registered Strata Plan LOT 1 IN STRATA PLAN 83656 Folio Identifier 1/SP83656		
	<input type="checkbox"/> Vacant Possession <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

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

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

vendor agrees to accept a deposit-bond (clause 3)

☐ NO ☒ yes

proposed *electronic transaction* (clause 30)

☐ NO ☒ yes

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

land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

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

CSTM Strata Group PO Box 268 WICKHAM NSW 2293 Tel: 02 4041 5200 Email: newcastle@cstm.com.au

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input checked="" type="checkbox"/> 29 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input checked="" type="checkbox"/> 30 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 31 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 32 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 33 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 34 leasehold strata - lease of lot and common property
<input type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 35 property certificate for neighbourhood property
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 36 plan creating neighbourhood property
<input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 37 neighbourhood development contract
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 38 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 39 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 40 plan creating precinct property
<input type="checkbox"/> 13 building certificate given under legislation	<input type="checkbox"/> 41 precinct development contract
<input type="checkbox"/> 14 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 42 precinct management statement
<input type="checkbox"/> 15 brochure or warning (Home Building Act 1989)	<input type="checkbox"/> 43 property certificate for community property
<input type="checkbox"/> 16 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 44 plan creating community property
<input type="checkbox"/> 17 other document relevant to tenancies	<input type="checkbox"/> 45 community development contract
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 46 community management statement
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 47 document disclosing a change of by-laws
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 48 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 49 document disclosing a change in boundaries
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 50 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 51 information certificate under Community Land Management Act 1989
Swimming Pools Act 1992	Other
<input type="checkbox"/> 24 certificate of compliance	<input type="checkbox"/> 52
<input type="checkbox"/> 25 evidence of registration	
<input type="checkbox"/> 26 relevant occupation certificate	
<input type="checkbox"/> 27 certificate of non-compliance	
<input type="checkbox"/> 28 detailed reasons of non-compliance	

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

**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—SWIMMING POOLS**

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas authority	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications authority
Local Land Services	Transport for NSW
NSW Department of Education	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 may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	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</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

- 6.1 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

- The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
  - 7.1.2 the vendor serves notice of intention to *rescind*; and

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

## 10 Restrictions on rights of purchaser

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



10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

## 11 Compliance with work orders

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

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

## 12 Certificates and inspections

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

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

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

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

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

## 13 Goods and services tax (GST)

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

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

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

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the GST rate.

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

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

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

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

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

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

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

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

#### 14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

##### • Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• **Place for completion**

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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

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

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

## 24 Tenancies

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

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7* days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and

- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6* months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
  - every *party* who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

### 30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction within 14 days* of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –



- 30.6.1 *populate the Electronic Workspace with title data;*  
 30.6.2 *create and populate an electronic transfer;*  
 30.6.3 *populate the Electronic Workspace with the date for completion and a nominated completion time; and*  
 30.6.4 *invite the vendor and any incoming mortgagee to join the Electronic Workspace.*
- 30.7 *Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must –*  
 30.7.1 *join the Electronic Workspace;*  
 30.7.2 *create and populate an electronic transfer;*  
 30.7.3 *invite any incoming mortgagee to join the Electronic Workspace; and*  
 30.7.4 *populate the Electronic Workspace with a nominated completion time.*
- 30.8 *If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace –*  
 30.8.1 *join the Electronic Workspace;*  
 30.8.2 *populate the Electronic Workspace with mortgagee details, if applicable; and*  
 30.8.3 *invite any discharging mortgagee to join the Electronic Workspace.*
- 30.9 *To complete the financial settlement schedule in the Electronic Workspace –*  
 30.9.1 *the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and*  
 30.9.2 *the vendor must populate the Electronic Workspace with payment details at least 1 business day before the date for completion.*
- 30.10 *At least 1 business day before the date for completion, the parties must ensure that –*  
 30.10.1 *all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;*  
 30.10.2 *all certifications required by the ECNL are properly given; and*  
 30.10.3 *they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.*
- 30.11 *If completion takes place in the Electronic Workspace –*  
 30.11.1 *payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;*  
 30.11.2 *the completion address in clause 16.11 is the Electronic Workspace; and*  
 30.11.3 *clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.*
- 30.12 *If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.*
- 30.13 *If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –*  
 30.13.1 *normally, the parties must choose that financial settlement not occur; however*  
 30.13.2 *if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –*  
  - *all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the Lodgment Case for the electronic transaction shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the certificate of title; and*
  - *the vendor shall be taken to have no legal or equitable interest in the property.*
- 30.14 *A party who holds a certificate of title must act in accordance with any Prescribed Requirement in relation to the certificate of title but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion.*
- 30.15 *If the parties do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the Electronic Workspace, the party required to deliver the documents or things –*  
 30.15.1 *holds them on completion in escrow for the benefit of; and*  
 30.15.2 *must immediately after completion deliver the documents or things to, or as directed by; the party entitled to them.*
- 30.16 *In this clause 30, these terms (in any form) mean –*
- |                             |   |
|-----------------------------|---|
| <i>adjustment figures</i>   | <i>details of the adjustments to be made to the price under clause 14;</i>  |
| <i>certificate of title</i> | <i>the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;</i> |
| <i>completion time</i>      | <i>the time of day on the date for completion when the electronic transaction is to be settled;</i>   |

<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

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

---

## SPECIAL CONDITIONS FORMING PART OF THE CONTRACT

---

### **1 Purchaser's warranty as to real estate agent**

- 1.1 The purchaser warrants that the purchaser was not introduced to the property or the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract and the purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the purchaser's breach of this warranty;
- 1.2 This warranty and indemnity will not merge on completion;
- 1.3 The Vendor warrants that he has not entered into a sole or exclusive agency agreement as at the date hereto with any agent other than the agent named on the front page of the contract.

### **2 Liquidated damages**

- 2.1 In the event that the Purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the purchase price at the rate of 10% pa until completion.
- 2.2 The sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 2.3 The Purchaser acknowledges that the payment of the liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

### **3 Time under notice**

The parties agree that 14 days shall be reasonable notice for the purpose of any notice served by either party, including a notice to complete, making time of the essence.

### **4 Present condition and state of repair**

The property together with the improvements thereon is sold in its present state of repair and condition and the Purchaser acknowledges that he buys the property not relying upon any warranties or representations made to him by or on behalf of the Vendor not contained in the Contract. The Purchaser shall not call upon the Vendor to carry out any

repairs to the property, or to any furnishings and chattels, comply with a work order made after the date hereof nor effect any treatment for pest infestation.

**5 Death, mental incapacity or assignment of estate**

If the Vendor or Purchaser or any one or more of them shall die, be declared bankrupt or become mentally incapacitated prior to completion of this Contract then either party may by notice in writing to the other party's Licensed Conveyancer or Solicitor rescind this contract whereupon the provisions of this contract as to rescission shall apply.

**6 Claims by the purchaser**

Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 7 and 8 entitling the vendor to rescind this contract.

**7 Deposit**

7.1 With the prior written consent of the Vendor, notwithstanding any other clause in this contract to the contrary, the parties agree that it is an essential term of this contract the deposit be paid in the following manner:

7.1.1 The sum being equal to 5% of the purchase price, on the making of this Contract; and

7.1.2 The sum being equal to 5%, representing the balance of the 10% deposit, on or before the Completion date.

7.2 Despite any other provision in this Contract the deposit herein will be ten per centum (10%) of the Contract price. Should the vendor elect to accept a lesser sum as at the date of exchange of contracts then the same shall be deemed to be an initial deposit only and the balance of the ten per centum (10%) of that deposit will be payable upon completion PROVIDED THAT no default on the part of the purchaser occurs in respect of any condition or obligation of the purchaser pursuant to this agreement.

7.3 Should the purchaser default prior to completion then notwithstanding any other right or remedy which the vendor may have the balance of the said deposit shall be then payable forthwith.

**8 Deposit Bond**

8.1 The delivery of the Bond, on or before the date of this agreement, to the person nominated in the agreement to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this agreement to be payment of the deposit in accordance with this agreement.

- 8.2 On completion of this contract, the purchaser shall pay to the vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Bond, either by way of cash or unendorsed bank cheque.
- 8.3 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the deposit (or so much of it as has not been paid) to the person nominated in this agreement to hold the deposit.
- 8.4 The Vendor acknowledges that payment by the Guarantor under the Bond shall to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under Clause 8.3 above.
- 8.5 Clause 16.8 is amended to provide for 6 cheques.

**9 Requisitions on Title**

The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to Clause 5 shall be in the form of the Requisitions on Title annexed hereto.

**10 Counterpart and Electronic Contract**

- 10.1 This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument;
- 10.2 Execution by the parties of the Contract by email or electronically via docusign and transmission of the executed Contract by either of those means shall constitute a valid and binding execution of this Contract by such part or parties.
- 10.3 For the purposes of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the Contract electronically.
- 10.4 In the event that the Vendor's original executed Contract is required, the Purchaser will allow to the Vendor on settlement a fee of \$110.00 inclusive of GST.

**11 Electronic Settlement**

- 11.1 The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law;
- 11.2 The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event, any disbursements incurred will be shared equally by the parties and adjusted at settlement, but each party shall pay their own costs;

- 11.3 Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so;
- 11.4 Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to Join;
- 11.5 Settlement takes place when the financial settlement takes place;
- 11.6 Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement;
- 11.7 If time is of the essence of the transaction and settlement fails to proceed due to a system failure, then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed;
- 11.8 Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices; and
- 11.9 In the event that the Purchaser fails or is unable to settle via PEXA, the Purchaser will allow to the Vendor on settlement a fee of \$220.00 inclusive of GST representing the Vendor's additional legal fees to revert to a paper settlement.

## **12 Mine Subsidence**

The purchaser may rescind this agreement if the owner of the improvements on the land is not entitled, as at the date of this agreement, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mine Subsidence Board to that effect shall be conclusive for the purposes of this condition.

## **13 Deposit by Instalments under Cooling off Period**

Notwithstanding Clause 2 of this Contract, if a cooling off period applies to this contract, the purchaser may pay the deposit in two (2) instalments as follows: -

- 13.1 0.25% of the agreed purchase price to be paid on or before the date of this Contract; and
- 13.2 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5<sup>th</sup>) business day after the date on which this Contract was made.

## **14 Sewer Diagram – Hunter Water**

- 14.1 The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property from Hunter Water.

14.2 The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

**15 Section 10.1 Certificate**

The Vendor discloses, and the Purchaser specifically acknowledges, that the Planning Certificate attached to the Contract may not comply as it may not contain Item 21 advising whether or not an order or notice has been issued by Council under the Building Products (Safety) Act 2017. The Purchaser may not make any objections, requisitions or claims for compensation or rescind or terminate this Contract in relation to these matters.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

---

### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
  - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996* (*the Act*).
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the property for land tax purposes for the current year?



### **Survey and building**

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14. In respect of the property and the common property:
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989*.
15. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
16. If a swimming pool is on the common property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
17. (a) If there are any party walls, please specify what rights exist in relation to each party wall and  
produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations, notices and claims**

18. In respect of the property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any resumption or acquisition or proposed resumption or acquisition?
    - (ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (v) any realignment or proposed realignment of any road adjoining them?
    - (vi) any contamination of them?

**Owners corporation management**

19. Has the initial period expired?
20. If the property includes a utility lot, please specify the restrictions.
21. If there are any applications or orders under Chapter 5 of the Act, please provide details.
22. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

**Capacity**

23. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

**Requisitions and transfer**

24. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
25. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
27. The purchaser reserves the right to make further requisitions prior to completion.
28. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/SP83656

SEARCH DATE	TIME	EDITION NO	DATE
8/3/2018	1:35 PM	2	29/9/2011

LAND

LOT 1 IN STRATA PLAN 83656  
AT RUTHERFORD  
LOCAL GOVERNMENT AREA MAITLAND

FIRST SCHEDULE

KATHERINE SCHAEFER PTY LTD (T AG528887)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP83656
- 2 AG528888 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP83656

SEARCH DATE	TIME	EDITION NO	DATE
8/3/2018	1:35 PM	2	23/8/2011

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 83656  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT RUTHERFORD  
LOCAL GOVERNMENT AREA MAITLAND  
PARISH OF GOSFORTH COUNTY OF NORTHUMBERLAND  
TITLE DIAGRAM SP83656

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 83656  
ADDRESS FOR SERVICE OF DOCUMENTS:  
70 WEBLAND STREET  
RUTHERFORD 2320

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE RESIDENTIAL SCHEMES MODEL BY-LAWS  
CONTAINED IN THE STRATA SCHEMES MANAGEMENT REGULATION APPLICABLE  
AT THE DATE OF REGISTRATION OF THE SCHEME  
KEEPING OF ANIMALS - OPTION C HAS BEEN ADOPTED
- 3 A430120 LAND EXCLUDES MINERALS
- 4 DP241472 RESTRICTION(S) ON THE USE OF LAND
- 5 N890606 COVENANT
- 6 AG448113 CHANGE OF BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 160)

STRATA PLAN 83656

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 30	2	- 20	3	- 30	4	- 30
5	- 20	6	- 30				

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

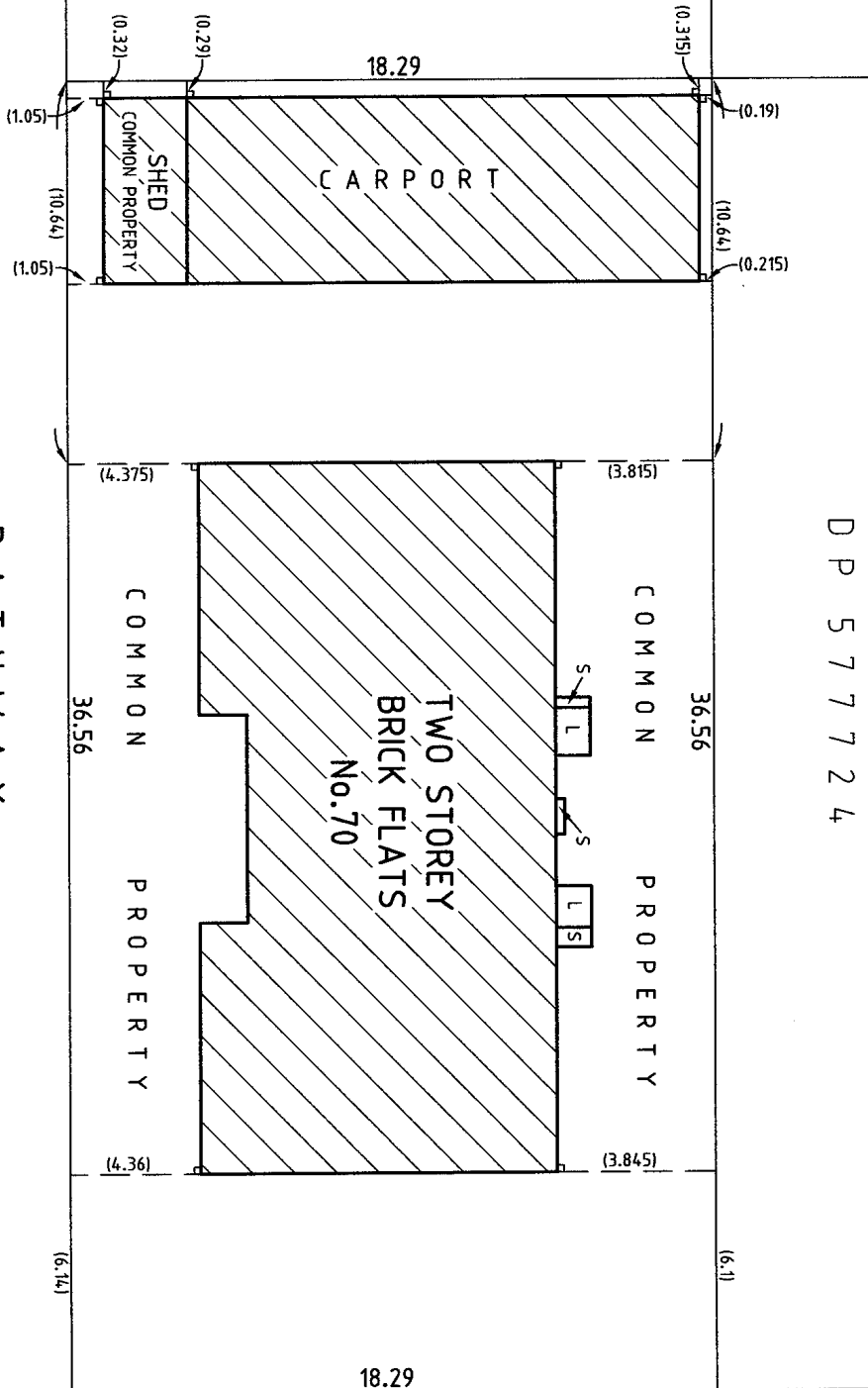
# LOCATION PLAN



4.11

DP 577724

27  
DP 241472



WEBLAND

STREET

- L - DENOTES RIGHT ANGLE
- L - LANDING (COMMON PROPERTY)
- S - STAIRS (COMMON PROPERTY)

NOTE:  
THE RAILINGS FOR STAIRS AND LANDINGS  
ARE COMMON PROPERTY

Surveyor: RICHARD HUTCHISON  
Surveyors Ref: TNRRUT\_A  
Subdivision No. 092590  
Lengths in metres Reduction Ratio 1:150

Registered

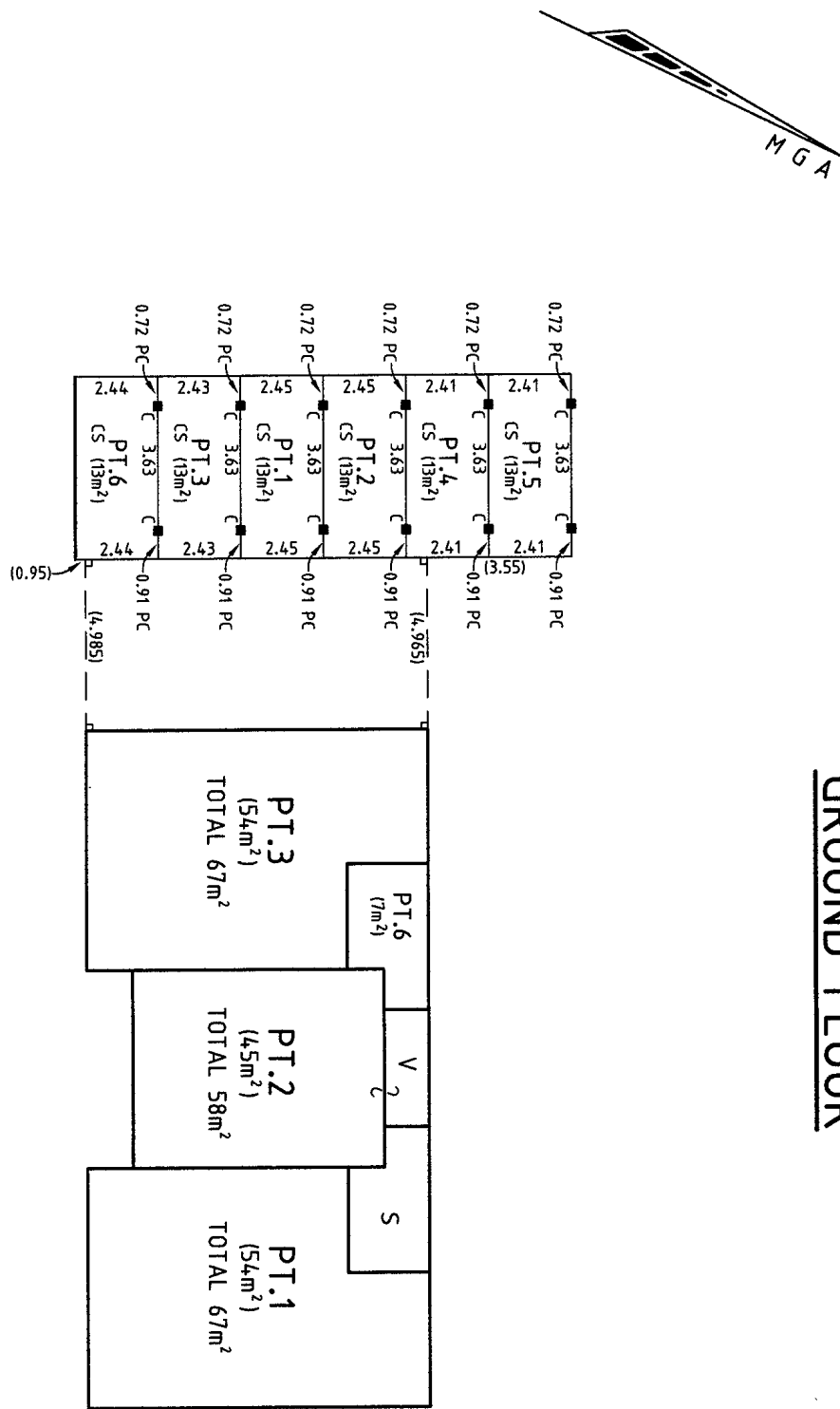
10-05-2010



SP83656 P

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

## GROUND FLOOR



### NOTES:

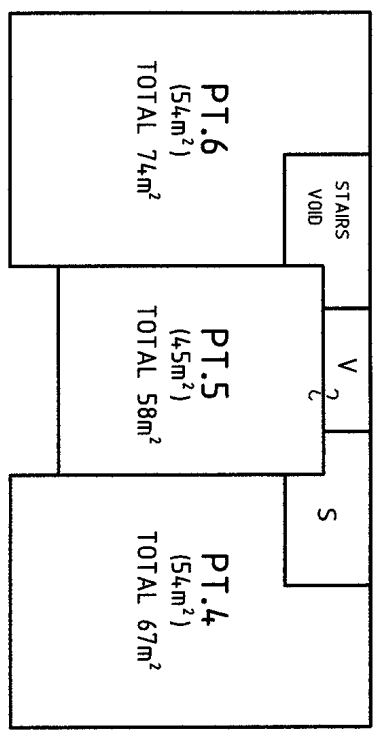
- ALL AREAS ARE APPROXIMATE
- THE VERANDAH IS COVERED.
- ALL CAR SPACES ARE COVERED.
- THE RAILINGS FOR STAIRS AND LANDINGS ARE COMMON PROPERTY

- └ - DENOTES RIGHT ANGLE
- CS - CAR SPACE
- S - STAIRS (COMMON PROPERTY)
- V - VERANDAH
- C - DENOTES CENTRE OF COLUMN
- PC - DENOTES PROLONGATION OF CENTRE OF COLUMNS

Surveyor: RICHARD HUTCHISON	Registered	SP83656
Surveyors Ref: TNRRUT_A	10-05-2010	
Subdivision No. 092590		
Lengths in metres Reduction Ratio 1:150		

M G A

# FIRST FLOOR



## NOTES:

- ALL AREAS ARE APPROXIMATE
- THE VERANDAH IS COVERED.
- THE RAILINGS FOR STAIRS AND LANDINGS ARE COMMON PROPERTY

V - VERANDAH  
S - STAIRS (COMMON PROPERTY)

Surveyor: RICHARD HUTCHISON	Registered	SP83656
Surveyors Ref: TNRRUT_A	10-05-2010	
Subdivision No. 092590		
Lengths in metres Reduction Ratio 1:150		

# STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (address required on original strata plan only)

**The Owners - Strata Plan No. 83656**  
**No.70 WEBLAND STREET**  
**RUTHERFORD 2320**



**SP83656 S**

Registered:  10-05-2010

Purpose: STRATA PLAN

## PLAN OF

SUBDIVISION OF LOT 401 DP1151030

\* Residential Model by-laws adopted for this scheme

\* Keeping of animals : Option A/B/C

~~\* Schedule of By-laws in sheets filed with plan~~

~~\* No By-laws apply~~

\* strike out whichever is inapplicable

## Strata Certificate

(1) \* The Council of MAITLAND CITY COUNCIL  
 The Accredited Certifier MAITLAND CITY COUNCIL Accreditation No. MAITLAND CITY COUNCIL  
 has made the required inspections and is satisfied that the requirements of ;

\*(a) Section 37 or 37A Strata Schemes (Freehold Development)  
 Act 1973 and clause 29A Strata Schemes (Freehold Development)  
 Regulation 2007,

\*(b) Section 66 or 66A Strata Schemes (Leasehold Development)  
 Act 1986 and clause 30A of the Strata Schemes (Leasehold Development)  
 Regulation 2007,

have been complied with and approves of the proposed strata plan illustrated  
 in the plan with this certificate.

\*(2) The accredited certifier is satisfied that the plan is consistent with a relevant  
 development consent in force, and that all conditions of the development  
 consent that by its terms are required to be complied with before a strata  
 certificate may be issued, have been complied with.

\*(3) The strata plan is part of a development scheme. The council or accredited  
 certifier is satisfied that the plan is consistent with any applicable conditions  
 of the relevant development consent and that the plan gives effect to the stage  
 of the strata development contract to which it relates.

\*(4) The building encroaches on a public place and

\*(a) The Council does not object to the encroachment of the building beyond  
 the alignment of WEBLANDS STREET

\*(b) The Accredited Certifier is satisfied that the building complies with the  
 relevant development consent which is in force and allows the encroachment.

\*(5) This approval is given on the condition that lot (a) are created as  
utility lots in accordance with section 30 of the Strata Schemes (Freehold  
Development) Act 1973 or section 66 of the Strata Schemes (Leasehold  
Development) Act 1986.

Date 29.3.10

Subdivision No. 092590

Relevant Development Consent No. DA092590

Issued by Maitland City Council

  
 Authorised Person/General Manager/Accredited Certifier

\* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

LGA: MAITLAND

Locality: RUTHERFORD

Parish: GOSFORTH

County: NORTHUMBERLAND

## Surveyor's Certificate

I, RICHARD HUTCHISON  
 of P.O. Box 576 THE JUNCTION NSW 2291  
 a surveyor registered under the Surveying and Spatial Information Act,  
 hereby certify that:

(1) each applicable requirement of

\*Schedule 1A to the Strata Schemes (Freehold Development) Act  
 1973

~~\*Schedule 1A to the Strata Schemes (Leasehold Development) Act~~  
~~1986~~

has been met;

(2) ~~(a) the building encroaches on a public place;~~

~~(b) the building encroaches on land (other than a public place), in~~  
~~respect of which encroachment an appropriate easement~~

~~has been created by registered~~

~~is to be created under section 88B of the Conveyancing Act 1919~~

(3) \*the survey information recorded in the accompanying location  
 plan is accurate.

Signature: 

Date: 25/2/10

\* Delete if inapplicable

+ State whether dealing or plan, and quote registered number.

SURVEYORS REFERENCE: TNRRUT\_A

Use STRATA PLAN FORM 3A for additional certificates,  
 signatures and seals

\* OFFICE USE ONLY



# STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

## PLAN OF

SUBDIVISION OF LOT 401 DP1151030

SP83656

Registered: 10-05-2010



Strata Certificate Details: Subdivision No: 092590


Date: 29.3.10


## SCHEDULE OF UNIT ENTITLEMENT

(If insufficient space use additional annexure sheet)


LOT N°	UNIT ENTITLEMENT
1	30
2	20
3	30
4	30
5	20
6	30
AGGREGATE	160

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants  
(If insufficient space use additional annexure sheet)

  
STEPHEN MARK TAYLOR

  
Dean John TURNER

SIGNED BY KIRIWINA INVESTMENT COMPANY PTY LTD BY ITS  
ATTORNEY WILLIAM WEST.  
ABN 69003165080

 Book 1288 No. 96

SURVEYORS REFERENCE: TNRRUT\_A

\* OFFICE USE ONLY

# Strata Schemes Management Regulation 2010

Repealed version for 1 March 2016 to 29 November 2016 (accessed 17 October 2017 at 16:17)

## Schedule 2

### Schedule 2 Model by-laws for residential strata schemes

(Clause 27)

#### 1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

#### 2 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

#### 3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

#### 4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.

#### 5 Damage to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.
- (2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.
- (3) This by-law does not prevent an owner or person authorised by an owner from installing:
  - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (b) any screen or other device to prevent entry of animals or insects on the lot, or
  - (c) any structure or device to prevent harm to children, or
  - (d) any device used to affix decorative items to the internal surfaces of walls in the owner's lot,unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (5) Despite section 62 of the Act, the owner of a lot must:
  - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

## **6 Behaviour of owners and occupiers**

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

## **7 Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

## **8 Behaviour of invitees**

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

## **9 Depositing rubbish and other material on common property**

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

## **10 Hanging out of washing**

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
- (3) An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
- (4) In this clause:

*washing* includes any clothing, towel, bedding or other article of a similar type.

## **11 Preservation of fire safety**

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

## **12 Cleaning windows and doors**

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

## **13 Storage of inflammable liquids and other substances and materials**

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### **14 Changes to floor coverings and surfaces**

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

#### **15 Floor coverings**

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

#### **16 Garbage disposal**

- (1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:
  - (a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and
  - (b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and
  - (d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and
  - (e) must not place any thing in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and
  - (f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
  - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
  - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
- (3) An owner or occupier of a lot must:
  - (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
  - (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste.
- (4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

## **17 Keeping of animals**

**Note.** Select option A, B or C. If no option is selected, option A will apply.

### **Option A**

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

### **Option B**

- (1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
  - (a) notify the owners corporation that the animal is being kept on the lot, and
  - (b) keep the animal within the lot, and
  - (c) carry the animal when it is on the common property, and
  - (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

### **Option C**

Subject to section 49 (4) of the Act, an owner or occupier of a residential lot must not keep any animal on the lot or the common property.

## **18 Appearance of lot**

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

## **19 Change in use of lot to be notified**

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes).

## **20 Provision of amenities or services**

- (1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
  - (a) window cleaning,
  - (b) garbage disposal and recycling services,
  - (c) electricity, water or gas supply,
  - (d) telecommunication services (for example, cable television).

- (2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

**Note.** Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

## **21 Compliance with planning and other requirements**

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

## **22 Service of documents on owner of lot by owners corporation**

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

---

Transferr

Endorsement

Certificate

FEE SIMPLE

## MEMORANDUM OF TRANSFER

A430120N

(REAL PROPERTY ACT, 1900.)

A430120



a Name, residence, occupation, or other designation, in full, of transferrer.

A 430120

b If a less estate, strike out "in fee simple," and interline the required alteration.

c All subsisting encumbrances must be noted hereon. (See page 2.)

d If the consideration be not pecuniary, state its nature concisely.

e Name, residence, occupation, or other designation, in full, of transferee.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

f If to two or more, state whether as joint tenants or tenants in common.

g Area in acres, rods, or perches.

h Parish or town and county.

i "The whole" or "part," as the case may be.

j "Crown grant," or "Certificate of Title."

k Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—  
"as delineated in the plan hereon [or "annexed hereto"] or "described as follows," viz.:"—

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

I, WE. ENID ANN FRIEND Wife of Owen Esmond Friend of Gulgambone in the State of New South Wales Grazing and Una Elizabeth Clift of East Maitland in the said State Spinster

as tenants in common

being registered as the proprietors of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of One thousand two hundred and ninety six pounds seventeen shillings and three pence

(£1296/17/3)

paid to me by William Edward Sparke of Sydney Surveyor's Articled Clerk

we the receipt whereof I hereby acknowledge,

do hereby transfer to the said William Edward Sparke

our ALL my Estate and Interest, as such registered proprietors in ALL THAT piece of land containing two hundred and sixteen acres twenty three perches situate in Parish of Gosforth County of Northumberland

being part of the land comprised in Certificates of Title

dated 11th April 1918 registered volume No. 2835 folios 183 and 184 as delineated by separate diagram on the plan endorsed on the said Certificate. And also in the pieces of land as follows:—  
Excepting and reserving thereout unto the Transferrors their heirs and assigns the Coal Kerosene Shale and all other minerals (if any) and substances usually mined with minerals --excepting only those reserved to the Crown - lying in and under the land hereby transferred TOGETHER with all necessary and usual rights powers and easements connected therewith and required for the full proper and efficient working and winning by instroke and outstroke of the said Coal Kerosene Shale and other minerals and substances and removing the same from in and under the said lands hereby transferred AND together with way leave through any mines opened and/or worked in or under the said land from and/or to other Mines adjoining or near thereto.

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and these substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

[Price, 6d.]

p See Note "c," page 1.  
A very short note of  
the particulars will  
suffice.

Reservations in favour of the Crown of all Mines of Gold and of Sil

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

n Repeat attestation for additional parties if required.

In witness whereof, I have hereunto subscribed my names at Sydney the Thirteenth day of October in the year of our Lord one thousand nine hundred and eighteen

Signed in my presence by the said  
ENID ANN FRIEND and UNA  
ELIZABETH CLIFF  
WHO AS PERSONALLY KNOWN TO ME  
O. E. Friend

Signed

Enid A. Friend  
Una E. Cliff  
Transferrer.\*



the Transferree  
hereto an ordinary  
attestation is sufficient.  
Unless the instrument  
contains some special  
covenant by the Trans-  
ferree, his signature  
will be dispensed with  
in cases where it is  
established that it  
cannot be procured  
without difficulty.  
It is, however, always  
desirable to afford a  
clue for detecting  
forgery or personation,  
and for this reason  
it is essential that the  
signature should, if  
possible, be obtained.

Signed in my presence by the said

WILLIAM EDWARD SPARKE

WHO IS PERSONALLY KNOWN TO ME

*W. E. Sparke*  
*have been*  
*Sydney*

*W. E. Sparke*

Transferree.

(\*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at , the

day of , one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

Name of witness and residence.

Name of Transferrer.

Name of Transferrer.

Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Req: R247593 / Doc: DL A430120 / Rev: 27-May-2009 / Sts: SC.OK / Pgs: 1  
Ref: 18/0933 / Src: M

216<sup>2</sup>. 23 per cent being part of  
2560 acres (portion 70 of A.C.)  
Shire of Cessnock  
Co. of Gosford  
Co. Northumberland.

Receiving minerals & C

(Name)

(Address)



A

430120

*Transferror.*

*Transferree.*

Particulars entered in the Register Book, Vol. *2835*

Folios 183 y 184

the 2nd day of January, 1919,  
at            minutes 2 o'clock  
in the after noon. 11/1

*Philiculus*

Registrar General.

DATE.	INITIALS.
20.12.18	JS
21	JS
22.12.18	JS
30.12.18	JS
31.12.18	JS
31.12.18	JS

RETURN TO RECORDS (REQUISITE)  
 RETURNED FROM RECORDS (REGISTER)  
 CERTIFICATE ENCROSSED  
 SUPT. OF ENCLOSURES  
 DEP REGISTRAR GENERAL

2902 51

VOL. 2902 FOL. 51

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

**SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION :-**

No Transfer can be registered until the fees are paid. If a portion only of the land is transferred, and it is desired to have a Certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it is intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.

Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.

The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.

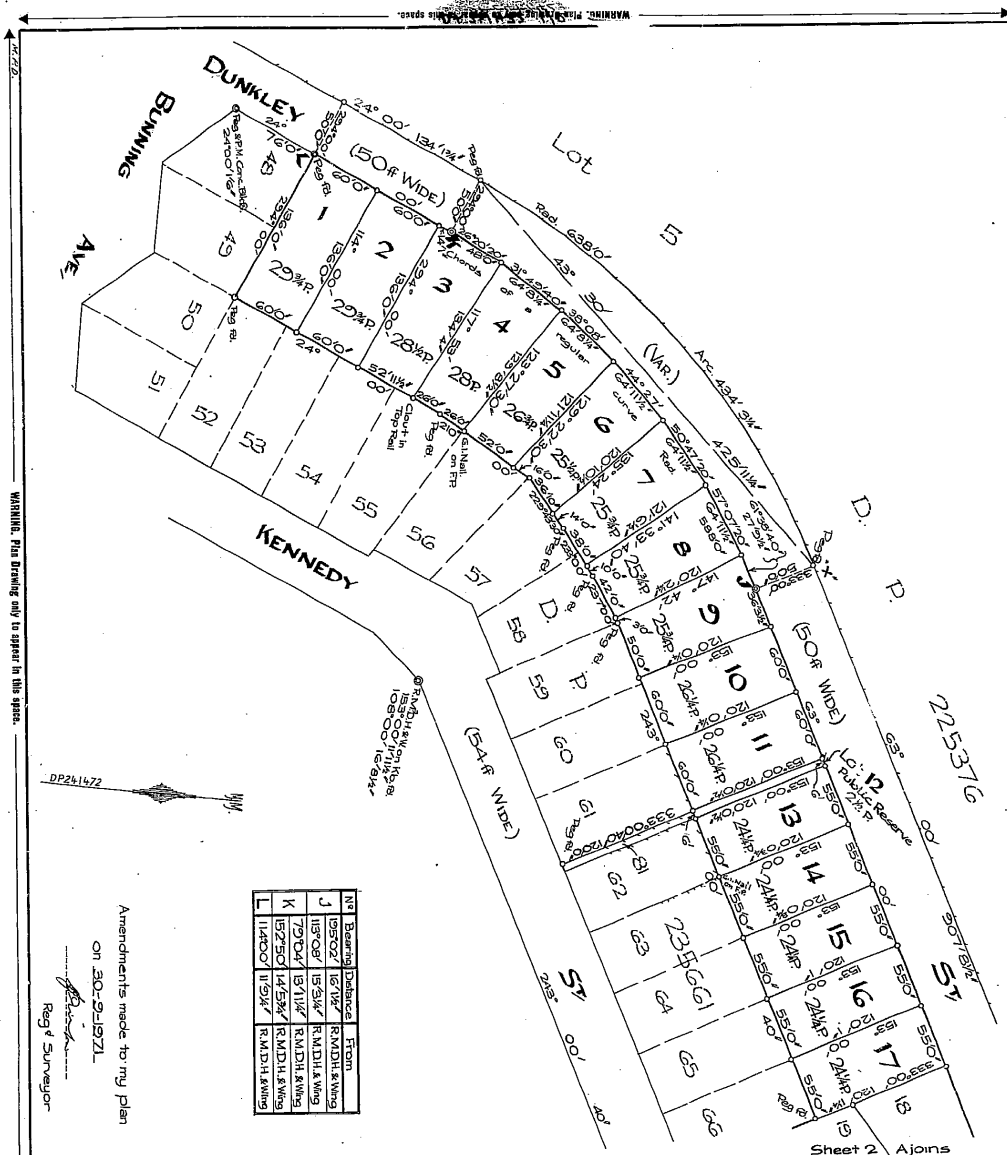
The Transfer is complete from the moment it is recorded.

Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

Plan Form 3--TO BE USED WHERE IT IS INTENDED TO DEDICATE PUBLIC ROADS OR PUBLIC RESERVES OR CREATE DRAINAGE RESERVES, EASEMENTS, OR RESTRICTIONS AS TO USER.

D P241472

\* OFFICE USE ONLY.



N	Bearing	Distance	From
1	D55°02'	167'11"	ROAD L. WING
2	115°08'	153'34"	ROAD L. WING
3	77°04'	137'11"	ROAD L. WING
4	157°50'	147'53"	ROAD L. WING
5	114°00'	115'51"	ROAD L. WING

Amendments made to my plan  
on 30-9-1971  
Regd Surveyor

WARNING: Plan Drawing only to appear in this space.

SHAWFROTS REFERENCE: 19726

I, Green Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made on a permanent record of a document in my custody on 26th day of September, 1971.

D P241472 1/2

SIGNATURES AND SEALS ONLY.

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF HAWTHORN was hereunto affixed this twenty-ninth day of July one thousand nine hundred and seventy one in pursuance of a resolution of Council adopted twenty-third day of February one thousand nine hundred and seventy one.

PLAN OF SUBDIVISION OF THE LAND IN CERTAIN BEING LOT 80 DP235661.

Scale 60 Feet to an Inch  
Map Sheet  
Ely: Maitland  
Locality: Butterford  
Parish: Gosforth  
County: Northumberland  
This is sheet 1 of my plan in 2 sheets  
Date of completion

I, Walter Jack, Clerk,  
of C.N. Scott & Co. & Co. Maitland  
a partner registered under the Surveyors Act, 1925, do hereby certify that the above plan is a true and correct copy of the original plan deposited with me for registration on the 27th day of July 1971.

I hereby certify that:  
(a) the requirements for the registration of plans and documents under the Surveyors Act, 1925, have been complied with by the applicant in relation to the plan and documents submitted to me for registration on the 27th day of July 1971.

PURSUANT TO SEC 68 OF THE SURVEYORS ACT, 1925, IT IS INTENDED TO DEDICATE TO THE PUBLIC:  
1. DUNKLEY AVE. AS PUBLIC ROAD.  
2. PATHWAY 12 FT WIDE.  
3. PUBLIC RESERVES.  
1. RESTRICTIONS AS TO USER.  
2. RESTRICTIONS AS TO USER.  
3. RESTRICTIONS AS TO USER.

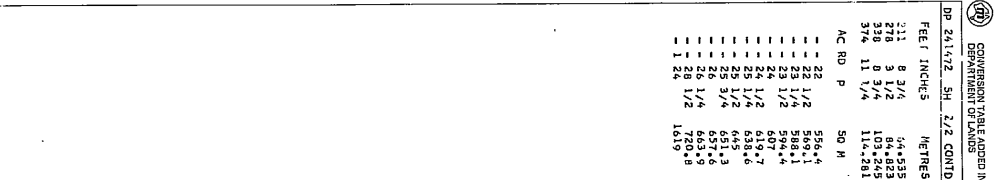
on 30-9-1971  
Regd Surveyor

1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

Y0414A2A

CONVERSION TABLE ADDED IN EDITION OF 1980 DEPARTMENT OF COMMERCE		
DP 241472 SH 1/2	FEET INCHES	METRES
1	0	0.457
2	0	0.914
3	0	1.371
4	0	1.828
5	0	2.285
6	0	2.742
7	0	3.199
8	0	3.656
9	0	4.113
10	0	4.570
11	0	5.027
12	0	5.484
13	0	5.941
14	0	6.398
15	0	6.855
16	0	7.312
17	0	7.769
18	0	8.226
19	0	8.683
20	0	9.140
21	0	9.597
22	0	10.054
23	0	10.511
24	0	10.968
25	0	11.425
26	0	11.882
27	0	12.339
28	0	12.796
29	0	13.253
30	0	13.710
31	0	14.167
32	0	14.624
33	0	15.081
34	0	15.538
35	0	15.995
36	0	16.452
37	0	16.909
38	0	17.366
39	0	17.823
40	0	18.280
41	0	18.737
42	0	19.194
43	0	19.651
44	0	20.108
45	0	20.565
46	0	21.022
47	0	21.479
48	0	21.936
49	0	22.393
50	0	22.850
51	0	23.307
52	0	23.764
53	0	24.221
54	0	24.678
55	0	25.135
56	0	25.592
57	0	26.049
58	0	26.506
59	0	26.963
60	0	27.420
61	0	27.877
62	0	28.334
63	0	28.791
64	0	29.248
65	0	29.705
66	0	30.162
67	0	30.619
68	0	31.076
69	0	31.533
70	0	31.990
71	0	32.447
72	0	32.904
73	0	33.361
74	0	33.818
75	0	34.275
76	0	34.732
77	0	35.189
78	0	35.646
79	0	36.103
80	0	36.560
81	0	37.017
82	0	37.474
83	0	37.931
84	0	38.388
85	0	38.845
86	0	39.302
87	0	39.759
88	0	40.216
89	0	40.673
90	0	41.130
91	0	41.587
92	0	42.044
93	0	42.501
94	0	42.958
95	0	43.415
96	0	43.872
97	0	44.329
98	0	44.786
99	0	45.243
100	0	45.700
101	0	46.157
102	0	46.614
103	0	47.071
104	0	47.528
105	0	47.985
106	0	48.442
107	0	48.899
108	0	49.356
109	0	49.813
110	0	50.270
111	0	50.727
112	0	51.184
113	0	51.641
114	0	52.098
115	0	52.555
116	0	53.012
117	0	53.469
118	0	53.926
119	0	54.383
120	0	54.840
121	0	55.297
122	0	55.754
123	0	56.211
124	0	56.668
125	0	57.125
126	0	57.582
127	0	58.039
128	0	58.496
129	0	58.953
130	0	59.410
131	0	59.867
132	0	60.324
133	0	60.781
134	0	61.238
135	0	61.695
136	0	62.152
137	0	62.609
138	0	63.066
139	0	63.523
140	0	63.980
141	0	64.437
142	0	64.894
143	0	65.351
144	0	65.808
145	0	66.265
146	0	66.722
147	0	67.179
148	0	67.636
149	0	68.093
150	0	68.550
151	0	69.007
152	0	69.464
153	0	69.921
154	0	70.378
155	0	70.835
156	0	71.292
157	0	71.749
158	0	72.206
159	0	72.663
160	0	73.120
161	0	73.577
162	0	74.034
163	0	74.491
164	0	74.948
165	0	75.405
166	0	75.862
167	0	76.319
168	0	76.776
169	0	77.233
170	0	77.690
171	0	78.147
172	0	78.604
173	0	79.061
174	0	79.518
175	0	79.975
176	0	80.432
177	0	80.889
178	0	81.346
179	0	81.803
180	0	82.260
181	0	82.717
182	0	83.174
183	0	83.631
184	0	84.088
185	0	84.545
186	0	85.002
187	0	85.459
188	0	85.916
189	0	86.373
190	0	86.830
191	0	87.287
192	0	87.744
193	0	88.201
194	0	88.658
195	0	89.115
196	0	89.572
197	0	90.029
198	0	90.486
199	0	90.943
200	0	91.400
201	0	91.857
202	0	92.314
203	0	92.771
204	0	93.228
205	0	93.685
206	0	94.142
207	0	94.599
208	0	95.056
209	0	95.513
210	0	95.970
211	0	96.427
212	0	96.884
213	0	97.341
214	0	97.798
215	0	98.255
216	0	98.712
217	0	99.169
218	0	99.626
219	0	100.083
220	0	100.540
221	0	100.997
222	0	101.454
223	0	101.911
224	0	102.368
225	0	102.825
226	0	103.282
227	0	103.739
228	0	104.196
229	0	104.653
230	0	105.110
231	0	105.567
232	0	106.024
233	0	106.481
234	0	106.938
235	0	107.395
236	0	107.852
237	0	108.309
238	0	108.766
239	0	109.223
240	0	109.680
241	0	110.137
242	0	110.594
243	0	111.051
244	0	111.508
245	0	111.965
246	0	112.422
247	0	112.879
248	0	113.336
249	0	113.793
250	0	114.250
251	0	114.707
252	0	115.164
253	0	115.621
254	0	116.078
255	0	116.535
256	0	116.992
257	0	117.449
258	0	117.906
259	0	118.363
260	0	118.820
261	0	119.277
262	0	119.734
263	0	120.191
264	0	120.648
265	0	121.105
266	0	121.562
267	0	122.019
268	0	122.476
269	0	122.933
270	0	123.390
271	0	123.847
272	0	124.304
273	0	124.761
274	0	125.218
275	0	125.675
276	0	126.132
277	0	126.589
278	0	127.046
279	0	127.503
280	0	127.960
281	0	128.417
282	0	128.874
283	0	129.331
284	0	129.788
285	0	130.245
286	0	130.702
287	0	131.159
288	0	131.616
289	0	132.073
290	0	132.530
291	0	132.987
292	0	133.444
293	0	133.901
294	0	134.358
295	0	134.815
296	0	135.272
297	0	135.729
298	0	136.186
299	0	136.643
300	0	137.100
301	0	137.557
302	0	138.014
303	0	138.471
304	0	138.928
305	0	139.385
306	0	139.842
307	0	140.299
308	0	140.756
309	0	141.213
310	0	141.670
311	0	142.127
312	0	142.584
313	0	143.041
314	0	143.498
315	0	143.955
316	0	144.412
317	0	144.869
318	0	145.326
319	0	145.783
320	0	146.240
321	0	146.697
322	0	147.154
323	0	147.611
324	0	148.068
325	0	148.525
326	0	148.982
327	0	149.439
328	0	149.896
329	0	150.353
330	0	150.810
331	0	151.267
332	0	151.724
333	0	152.181
334	0	152.638
335	0	153.095
336	0	153.552
337	0	154.009
338	0	154.466
339	0	154.923
340	0	155.380
341	0	155.837
342	0	156.294
343	0	156.751
344	0	157.208
345	0	157.665
346	0	158.122
347	0	158.579
348	0	159.036
349	0	159.493
350	0	159.950
351	0	160.407
352	0	160.864
353	0	161.321
354	0	161.778
355	0	162.235
356	0	162.692
357	0	163.149
358	0	163.606
359	0	164.063
360	0	164.520
361	0	164.977
362	0	165.434
363	0	165.891
364	0	166.348
365	0	166.805
366	0	167.262
367	0	167.719
368	0	168.176
369	0	168.633
370	0	169.090
371	0	169.547
372	0	170.004
373	0	170.461
374	0	170.918
375	0	171.375
376	0	171.832
377	0	172.289
378	0	172.746
379	0	173.203
380	0	173.660
381	0	174.117
382	0	174.574
383	0	175.031
384	0	175.488
385	0	175.945
386	0	176.402
387	0	176.859
388	0	177.316
389	0	177.773
390	0	178.230
391	0	178.687
392	0	179.144
393	0	179.601
394	0	180.058
395	0	180.515
396	0	180.972
397	0	181.429
398	0	181.886
399	0	182.343
400	0	182.800
401	0	183.257
402	0	183.714
403	0	184.171
404	0	184.628
405	0	185.085
406	0	185.542
407	0	185.999
408	0	186.456
409	0	186.913
410	0	187.370
411	0	187.827
412	0	188.284
413	0	188.741
414	0	189.198
415	0	189.655
416	0	190.112
417	0	190.569
418	0	191.026
419	0	191.483
420	0	191.940
421	0	192.397
422	0	192.85



M 508551

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

(Sheet 1 of 5 sheets)

PART 1

PLAN: D.P. DP241472

Subdivision of Certificate of Title  
Volume 10788 Folio 176 covered by  
Council Clerk's Certificate No. 98  
of 1971.

Full name and address of  
Proprietor of the land:

The Council of the City of Maitland

1. Identity of Easement or  
Restriction firstly  
referred to in the above  
mentioned plan:

Restriction as to user

Schedule of lots etc. affected

Lots, name of road, or Authority  
benefited

1,2,3,4,5,6,7,8,9,10,  
11,13,14,15,16,17,18,  
19,21,23,24,25,26,29,  
30,31,32,33,34,35,36,  
37,38,41,42,43,44  
Every other lot excepting lots 12 and  
22

2. Identity of Easement or  
Restriction secondly  
referred to in the above  
mentioned plan:

Restriction as to user

Schedule of lots etc. affected

Lots burdened  
27,28,39,40  
Lots, name of road, or Authority  
benefited  
Every other lot excepting lots 12 and  
22

THE COMMON SEAL OF THE COUNCIL OF THE  
CITY OF MAITLAND was hereunto affixed  
this twenty-eighth day of July  
One thousand nine hundred and Seventy  
one in pursuance of a resolution of  
Council dated Twenty-third day of  
February One thousand nine hundred  
and Seventy One

Mayor

Deputy Town Clerk

This is Sheet 1 of a 5 Sheet Instrument

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

(Sheet 2 of 5 sheets)

PLAN: D.P. DP241472

Subdivision of Certificate of Title  
Volume 10788 Folio 176 covered by  
Council Clerk's Certificate No. 28  
of 1971.

PART 2

1. Terms of Restriction as to User firstly referred to in the above-  
mentioned plan

- (a) THAT not more than one main building shall be erected on each  
such lot
- (b) THAT no such building shall be erected or used otherwise than  
as a single private dwelling house provided that this restrict-  
ion shall not prevent the use of part of any such building by  
a medical or dental practitioner in the practice of his  
profession
- (c) THAT no outbuilding shall be erected on each such lot until  
after or concurrently with the erection of any such main build-  
ing and the external walls of such outbuilding shall not exceed  
nine feet in height
- (d) THAT the external walls of any building erected on each such  
lot shall not be constructed of materials other than brick,  
stone, concrete, timber, glass or moulded asbestos cement or  
any combination of the same, and all such materials shall be new  
materials
- (e) THAT paneling of the external walls of any building erected on  
each such lot may be approved by the Council of the City of  
Maitland provided such paneling does not exceed more than  
twenty percent of any single wall excluding dwarf walls, and  
provide that the materials used in such paneling shall not  
include flat asbestos cement (with the exception of colour  
impregnated asbestos cement) iron, galvanised iron or other  
ferrous metallic materials
- (f) THAT no roof of any building erected on each such lot shall be  
of materials other than tiles and further where in the construct-  
ion of any building, provision is made for a flat or semi-flat  
roof having a pitch of less than 5 degrees the Council of the  
City of Maitland may approve other suitable roofing materials  
provided that no roof of any building shall be of galvanised  
iron or asbestos cement
- (g) THAT no such main building as aforesaid shall have an area of  
less than 900 square feet

THE COMMON SEAL OF THE COUNCIL OF THE  
CITY OF MAITLAND was hereunto affixed  
this twenty-eighth day of July  
One thousand nine hundred and Seventy  
one in pursuance of a resolution of  
Council dated Twenty-third day of  
February One thousand nine hundred  
and Seventy One

Mayor

Deputy Town Clerk

This is Sheet 2 of a 5 Sheet Instrument



AMENDMENTS AND/OR ADDITIONS MADE ON											
PLAN IN THE LAND TITLES OFFICE											
10	20	30	40	50	60	70	Table of mm	110	120	130	140

Registrar General this day, 2nd May, 1990

This negative is a photograph made as a permanent record of a document in the custody of the

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

(Sheet 3 of 5 sheets)

Plan: D.P. DP241472 - Subdivision of Certificate of Title  
Volume 10788 Folio 176 covered by  
Council Clerk's Certificate No. 28  
of 1971.

- (h) THAT no existing dwelling house shall be partly or wholly moved to and re-erected, re-constructed or placed upon each such lot
- (i) THAT no noxious noisome or offensive occupation trade or business shall be carried on upon each such lot
- (j) THAT no advertisement hoarding sign or similar structure shall be erected or caused to be erected on each such lot nor any building erected thereon to be used for the display of any advertisement sign or notice excepting such as may relate solely to the selling or letting of the said land or any part thereof or any building erected thereon, provided however that this restriction shall not prevent a medical or dental practitioner displaying his professional nameplate
- (k) THAT no fence shall be erected along the street frontage of each such lot nor shall any side fence be erected along or within the boundaries of each lot extending from the front boundary for a distance of Twenty Feet from that front boundary
- (l) THAT no side fence erected along or within the boundaries of each such lot shall exceed Five Feet in height and no such side fence shall be constructed of materials other than masonry, brick, timber or wire or any combination of the same
2. Terms of Restriction as to User secondly referred to in the above-mentioned Plan
- (a) THAT not more than one main building shall be erected on each such lot
- (b) THAT no such building shall be erected or used otherwise than as a single private dwelling house or residential flat building provided that this restriction shall not prevent the use of part of any such dwelling house or residential flat by a medical or dental practitioner in the practice of his profession
- (c) THAT no outbuilding shall be erected on each such lot until after or concurrently with the erection of any such main building and the external walls of such outbuilding shall not exceed nine feet in height

THE COMMON SEAL OF THE COUNCIL OF THE  
CITY OF MALTAND was hereunto affixed  
this Twenty-eighth day of May  
One thousand nine hundred and Seventy  
one in pursuance of a resolution of  
Council dated Twenty-third day of  
February One thousand nine hundred  
and Seventy One.

This is Sheet 3 of a 5 Sheet Instrument

Mayor  
Deputy Town Clerk

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

(Sheet 5 of 5 sheets)

Plan: D.P. DP241472 - Subdivision of Certificate of Title  
Volume 10788 Folio 176 covered by  
Council Clerk's Certificate No. 28  
of 1971.

- boundaries of each lot extending from the front boundary for a distance of Twenty Feet from that front boundary
- (1) THAT no side fence erected along or within the boundaries of each such lot shall exceed five feet in height and no such side fence shall be constructed of materials other than masonry, brick, timber or wire or any combination of the same

Name of Person empowered to release, vary or modify restrictions  
firstly referred to in the above-mentioned plan

The Council of the City of Maltand

Name of Person empowered to release, vary or modify restrictions  
secondly referred to in the above-mentioned plan

The Council of the City of Maltand

THE COMMON SEAL OF THE COUNCIL OF THE  
CITY OF MALTAND was hereunto affixed  
this Twenty-eighth day of May  
One thousand nine hundred and Seventy  
one in pursuance of a resolution of  
Council dated Twenty-third day of  
February One thousand nine hundred  
and Seventy One.

Mayor  
Deputy Town Clerk



RP 13A



**MEMORANDUM OF TRANSFER**  
 REAL PROPERTY ACT, 1900

OFFICE USE ONLY  
 5418  
 \$12-

This form is for use where the short form of transfer is unavailable.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

(a)

THE COUNCIL OF THE CITY OF MAITLAND

hereinafter referred to as the TRANSFEROR

(b) If a less estate strike out in fee simple and add appropriate estate, being registered proprietor of an estate in fee simple<sup>(b)</sup>

in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

(c)

Reservations and conditions if any contained in the Crown Grant Restriction as to User Created by the Registration of Deposited Plan 241472

in consideration of TWO THOUSAND NINE HUNDRED AND SEVENTY FIVE DOLLARS \$ 2,975.00 )

(d) Insert appropriate words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by<sup>(d)</sup>

HAROLD KINGSLEY MEAD and  
 JEANNETTE DOROTHY MEAD

hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e)

HAROLD KINGSLEY MEAD of Riley Street East Maitland Farmer and  
 JEANNETTE DOROTHY MEAD his wife as tenants in common in equal shares

hereinafter referred to as the TRANSFEE

an estate in fee simple<sup>(b)</sup>

✓by endorsement only

in the land described in the following schedule

(f) Part lot and plan number, as shown on the plan. See also sections 327 and 327AA Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only <sup>(f)</sup>	County	Parish
Volume	Folio				
11764	122	Whole	-----	Northumberland	Gosforth

N02086



(a)

And the transferee covenants with the transferor its successors and assigns

that no fence shall be erected on the land hereby transferred to divide it from adjoining land owned by the transferor without the consent of the transferor but such consent shall not be withheld if the fence shall be erected without the expense to the transferor and in favour of any person dealing with the transferees such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

THAT the land to which the benefit of the foregoing covenant is appurtenant shall be the adjoining land of the transferor but upon transfer of such adjoining land or any part thereof the fencing covenant shall become absolutely void unless a contrary intention is expressed in the transfer

THAT the land which is subject to the burden of the said covenant is the land hereby transferred

THAT the persons by whom and with whose consent the foregoing covenant may be released varied or modified is the transferor its successors and assigns

(g) Here insert any easements, restrictive covenants, exceptions intended to be included. Easements and restrictive covenants must comply with Section 88 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form shall be used. A binding margin of 1 1/2 inches and all margins of not less than 1 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

Dated at Maitland

this thirteenth

day of December

1973

(b) Further proof of executing will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:

Where executed in New South Wales — bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government;

Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth — any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary or Registrar of Titles of the part;

Where executed in foreign country — an Australian or British Consular Officer exercising his functions in that country, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.

(i) Repeat attestation clause &c, if necessary.

(i) Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

(k) May be witnessed by any responsible person not being a party to this dealing.

(b) Signed in my presence by the transferor who is personally known to me  
THE COMMON SEAL OF THE COUNCIL OF  
THE CITY OF MAITLAND was hereunto  
affixed this Thirteenth day of  
December, Signature of witness 1973 in  
pursuance of a Resolution of the  
Council dated the Twenty-Eighth  
day of Name of witness (BLOCK LETTERS) August,  
1971.

Qualification of witness

(i)

(b) Signed in my presence by the transferee who is personally known to me

Signature of witness  
WILLIAM THOMAS MORGAN

Name of witness (BLOCK LETTERS)  
9 CHURCH STREET, MAITLAND

Address of witness

Whitcomb  
Transferor Mayor  
Dawson  
Town Clerk

(i) Accepted and certified correct for the purposes of the Real Property Act, 1900.

Edhead  
Edhead  
Transferee

Norme 02006

N 890606

DEPARTMENTAL USE ONLY

TRANSFER

Checked

CRG

Passed

Signed

6/27

REGISTERED

25.6.1974

Jankatson

Registrar General



Covenants

TO BE COMPLETED BY LODGING PARTY

Lodged by Rural Bank.

Address:

Phone No.:

Documents lodged herewith

1. CT 11769-122 / 25/6
- 2.
- 3.
- 4.
- 5.

Received Documents

Receiving Clerk

AUTHORITY FOR USE OF INSTRUMENT OF TITLE

Authority is hereby given for the use of

(Insert reference to certificates, grants or dealings) lodged

in connection with (Insert number of plan or dealing) for the

registration of this dealing and for delivery to

(BLOCK LETTERS)

Signature

Name (BLOCK LETTERS)

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY

(To be signed at the time of executing the within dealing)

The undersigned states that he has no notice of the revocation of the Power of Attorney registered No.

Miscellaneous Register under the authority of which he has just executed the within dealing.

Signed at the day of 19

Signature of attorney

Signature of witness

CERTIFICATE OF J.P. & Co., TAKING DECLARATION OF ATTESTING WITNESS(m)

I certify that

the attesting witness to this dealing, appeared before me at

the day of 19

and declared that he personally knew

the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the

said

is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.

Signature

Name (BLOCK LETTERS)

Qualification

(l) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorised previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

(m) Not required where dealing attested in accordance with note (b); in other cases to be signed by one of the persons referred to in note (b).

Form: 15CB  
Release: 3.1  
www.lpma.nsw.gov.au

## CHANGE OF BY-LAW

New South Wales  
Strata Schemes Management Act 199  
Real Property Act 1900



AG448113K

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

(A) **TORRENS TITLE**

For the common property

CP/SP 83656

(B) **LODGED BY**

Document Collection Box  <b>30P</b>	Name, Address or DX, Telephone, and Customer Account Number if any  LJ KANE PO BOX A2247 SYDNEY SOUTH NSW 1235  Reference: SP 83656	CODE  <b>CB</b>
	LLPN 1238186  CSTM	

(C) The Owners-Strata Plan No. 83656 certify that pursuant to a resolution passed on 14 April 2011 and

(D) in accordance with the provisions of Section 47 Strata Schemes Management Act 1996

the by-laws are changed as follows—

(E) Repealed by-law No. NOT APPLICABLE

Added by-law No. SPECIAL BY-LAW 1

Amended by-law No. NOT APPLICABLE

as fully set out below:

That the occupants are hereby granted exclusive use of the common property for the purpose of installing a Foxtel dish for the reception of pay television, with the following provisos:

That the work shall be undertaken by a qualified contractor who is in possession of the required licences and is fully insured.

That the occupants shall be solely responsible for the installation, repair and maintenance of the Foxtel dish and that part of common property to which it is attached.

Should the Foxtel dish be removed at a later date the occupant shall be responsible for reinstating the common property to its original condition and to the satisfaction of the Owners Corporation.



(F) The common seal of the Owners-Strata Plan No. 83656 was affixed on 16 August 2011 in the presence of—

Signature(s):

Name(s):

*Craig Walker*  
CRAG WALKER.

being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

# S149 Planning Certificate

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979 (AS AMENDED)



APPLICANT **InfoTrack**  
**ecertificates@infotrack.com.au**

Certificate No **18/814**  
Certificate Date **08/03/2018**  
Fee Paid **53.00**  
Receipt No **24018**  
No. of Pages **Page 1 of 7**

Your Reference **18/0933**

PROPERTY **LOT 1 SP83656 COMMON PROPERTY LOT 401**  
**DP1151030**  
**1/70 WEBLANDS STREET**  
**RUTHERFORD**

PARISH **Gosforth**

PROPERTY NO **47011**

---

**IMPORTANT: Please read this certificate carefully.**

This certificate contains important information about the land described above.

Please check for any item, which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, please contact the Council by phone on (02) 49349700, or personally at Council's office at 285-287 High Street Maitland.

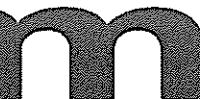
The information provided in this certificate relates only to the land described above. If you require information about adjoining or nearby land, or about the Council's development policies or codes for the general area, contact Council's Planning & Environment Department.

All information provided is correct as at the date issued on this certificate. However, it is possible for changes to occur at any time after issue of this certificate. We recommend that you only rely upon a very recent certificate.

The following responses are based on the Council's records and / or information from sources outside the Council. The responses are provided with all due care and in good faith, however the Council cannot accept responsibility for any omission or inaccuracy arising from information outside the control of the Council.

Furthermore, while this certificate indicates the general effect of the zoning of the abovementioned land, it is suggested that the applicable planning instruments be further investigated to determine any additional requirements.

Copies of Maitland City Council's Local Environmental Planning Instrument, Development Control Plans and Policies are available for purchase from Council's Customer Service Centre.



**PART 1: MATTERS PROVIDED PURSUANT TO SECTION 149 (2)****1. Local Environmental Plans (LEP)**

Maitland LEP 2011, published 16 December 2011, applies to the land.

**2. Exhibited draft Local Environmental Plans**

No draft Local Environmental Plans that have been on public exhibition under the Act are applicable to the land.

**3. Development Control Plan prepared by Council**

Maitland Development Control Plan 2011 applies to the land.

**4. Development Control Plans prepared by the Director-General**

The Council has not been notified of any Development Control Plan applying to the land that has been prepared by the Director-General under section 51A of the Act.

**5. State Environmental Planning Policies**

The Minister for Planning has notified that the following State Environmental Planning Policies shall be specified on certificates under Section 149 of the Environmental Planning and Assessment Act, 1979.

The land is affected by the following State Environmental Planning Policies:

***State Environmental Planning Policy No. 21 - Caravan Parks***

***State Environmental Planning Policy No. 30 - Intensive Agriculture***

***State Environmental Planning Policy No. 33 - Hazardous And Offensive Development***

***State Environmental Planning Policy No. 36 - Manufactured Home Estates***

***State Environmental Planning Policy No. 44 - Koala Habitat Protection***

***State Environmental Planning Policy No. 50 - Canal Estate Development***

***State Environmental Planning Policy No. 55 - Remediation Of Land***

***State Environmental Planning Policy No. 64 - Advertising And Signage***

***State Environmental Planning Policy No. 65 - Design Quality Of Residential Flat Development***

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

***State Environmental Planning Policy - Major Development 2005***

***State Environmental Planning Policy - State And Regional Development 2011***

***State Environmental Planning Policy - Affordable Rental Housing 2009***

***State Environmental Planning Policy - Building Sustainability Index: Basix 2004***

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

***State Environmental Planning Policy - Educational Establishments And Child Care Facilities 2017***

*State Environmental Planning Policy - Infrastructure 2007*

*State Environmental Planning Policy - Mining, Petroleum Production And Extractive Industries 2007*

*State Environmental Planning Policy - Rural Lands 2008*

*State Environmental Planning Policy - Housing For Seniors Or People With A Disability 2004*

*State Environmental Planning Policy - (Miscellaneous Consent Provisions) 2007*

*State Environmental Planning Policy - Vegetation In Non Rural Areas 2017*

## **6. Draft State Environmental Planning Policies**

The following draft State Environmental Planning Policy(s) applying to the land is, or has been, the subject of community consultation or on public exhibition under the Act.

### ***Draft State Environmental Planning Policy - Advertising And Signage***

The draft policy will amend the existing SEPP64 to:

(1) Repeal clause 16(4)(b) to ensure advertising in transport corridors is permissible with consent (2) Insert a new clause to prohibit advertising on parked trailers on roads and road related areas (3) To require development consent to display advertising on trailers that are parked on private land, viewable from a road or road related area, and (4) Update terms and conditions and rephrase Clause 6.

### ***Draft State Environmental Planning Policy - (Infrastructure) Amendment (Review) 2016***

The draft policy amends the existing SEPP by including new provisions for health services facilities, correctional centres, emergency and police services, public administration buildings, and council services on operational lands. The draft policy coincides with the development of the new State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017.

### ***Draft State Environmental Planning Policy - Koala Habitat Protection***

The proposed amendment to the SEPP will update the controls to better protect koala habitat. The update will bring the SEPP into line with the current planning system and support councils to prepare comprehensive plans of management. The amendments will also improve the application of the SEPP by recognising the extent of tree species important to koalas.

## **7. Zoning and land use under relevant LEPs**

Maitland LEP 2011, published 16 December 2011, identifies the zone applying to the land as:

### **R1 General Residential**

The following development control table(s) give the objectives of the zone, the description of the zone and identify development allowed or prohibited in each zone. Development consent where required, must be obtained from the Council.

### **R1 General Residential**

#### **1) Objectives of zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

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

Home occupations

**3) Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Home-based child care; Home industries; Hostels; Hotel or motel accommodation; Multi dwelling housing; Neighbourhood shops; Places of public worship; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Any other development not specified in item 2 or 4

**4) Prohibited**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers dwellings; Service stations; Sewerage treatment plants; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

**8. Land dimensions to permit the erection of a dwelling-house on the land**

Maitland LEP 2011 does not contain a development standard specifying the land dimensions required to permit the erection of a dwelling-house on the land.

**9. Critical Habitat**

No Local Environmental Plan or draft Local Environmental Plan identifies the land as including or comprising critical habitat.

**9A. Biodiversity Certified Land**

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

**10. Conservation Area/Item of Environmental Heritage**

The land is not in a Heritage Conservation Area. The land does not contain an item of Environmental Heritage.

**11. Directions Under Part 3A**

There is **no** direction by the Minister under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 (other than a project of a class prescribed by the regulations) of the Act does not have effect.

**12. Coastal Protection**



The Council has not received any notification from the Department of Finance, Services and Innovation that the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979.

### 13. Mine Subsidence Compensation Act 1961

The land has not been proclaimed to be within a Mine Subsidence District under the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

### 14. Road widening or realignment

The land is not affected by any road widening or re-alignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993: or (b) any environmental planning instrument; (c) any resolution of the council.

### 15. Council and other public authority policies on hazard risk restrictions

All land within the Maitland Local Government Area has the potential to contain acid sulfate soils. Clause 7.1 in the Maitland Local Environmental Plan 2011 generally applies. Development consent is required where works described in the Table to this clause are proposed on land shown on the Maitland Local Environmental Plan 2011 Acid Sulfate Soils Map as being of the class specified for those works.

### 16. Bushfire Prone Land

The land is not mapped as 'bushfire prone land'.

### 17. Flood Related Development Controls

Development on this land or part of this land for the purposes of dwelling houses, attached dwellings, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) **is not** subject to flood related development controls contained within cl. 7.3 of the Maitland Local Environmental Plan 2011 and s. B3 of the Maitland Development Control Plan 2011.

Development on this land or part of this land for any other purpose **is not** subject to flood related development controls contained within cl. 7.3 of the Maitland Local Environmental Plan 2011 and s. B3 of the Maitland Development Control Plan 2011.

Information given in relation to flooding is based upon Councils adopted 1:100 ARI (Average Recurrent Interval) flood event.

The Maitland Local Environmental Plan 2011 identifies the flood planning level (FPL) as the level of a 1:100 ARI flood event plus 0.5m freeboard.

### 18. Land reserved for acquisition

No environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.

### 19. Contribution Plans

The following contribution plan(s) apply to the land:

- Maitland S94 Contributions Plan (City wide) 2006
- Maitland S94A Levy Contributions Plan 2006
- Maitland City Wide Section 94 Contributions Plan 2016

Contributions plans may be inspected and purchased at Council's Customer Service Centre.

## 20. Property Vegetation Plans

The Council has not received any notification from Hunter Local Land Services that the land is affected by a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force).

## 21. Order under Trees (Disputes Between Neighbours) Act 2006.

Council has not received notification from the Land and Environment Court of New South Wales that the land is affected by an Order Under Trees (Disputes Between Neighbours) Act 2006.

## 22. Conditions Affecting Seniors Housing

### 1) Site Compatibility Certificate

Council is unaware of whether a current site compatibility certificate issued under clause 25 of the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 has been issued for the land.

### 2) Conditions of Development Consent since 11 October 2007

No development consent has been granted for the development permitted by State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 after 11 October 2007.

## 23. Site Compatibility Certificates for Infrastructure

Council is unaware of whether a valid site compatibility certificate has been issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 for the land.

## 24. Complying Development

Complying development under the **General Housing Code** may be carried out on the land.

Complying development under the **Rural Housing Code** may not be carried out on the land as it is not within an applicable zone.

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

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

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

Complying development under the **Commercial and Industrial (New Buildings and Additions) Code** may not be carried out on the land as it is not within an applicable zone.

Complying development under the **Subdivisions Code** may be carried out on the land.

Complying development under the **Demolition Code** may be carried out on the land.

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

**Note:** Despite the above provisions, if only part of a lot is subject to an exclusion or exemption under Clause 1.17A or Clause 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) Amendment (Commercial and Industrial Development and Other Matters) 2013, complying development may be carried out on that part of the lot that is not affected by the exclusion or exemption.

**25. Contaminated Land**

- (a) The land to which this certificate relates is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.
- (b) The land to which this certificate relates is not subject to a management order within the meaning of the Contaminated Land Management Act 1997.
- (c) The land to which this certificate relates is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.
- (d) The land to which this certificate relates is not subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.
- (e) Council has not been provided with a site audit statement, within the meaning of the Contaminated Land Management Act 1997, for the land to which this certificate relates.

**26. Site compatibility certificates and conditions for affordable rental housing**

- (1) Site Compatibility Certificate

Council is unaware if a current site compatibility certificate (affordable rental housing) has been issued in accordance with State Environmental Planning Policy (Affordable Rental Housing) 2009.

**27. Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009**

Council is unaware of whether an Order or an Authorisation has been issued under Section 23 and 24 of the Nation Building and Jobs Plan (State Infrastructure Delivery) Act 2009, for the carrying out of development on the land.

**28. Biodiversity Stewardship Sites**

The Council is not aware if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under part 5 of the Biodiversity Conservation Act 2016.

**29. Native Vegetation clearing set asides**

The Council is not aware if the land contains a set aside area under 60ZC of the Local Land Services Act 2013.

David Evans - General Manager

Per: 

End of Certificate



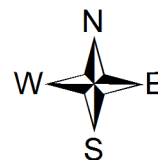
# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SERVICE LOCATION PLAN

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

N/A

N/A/

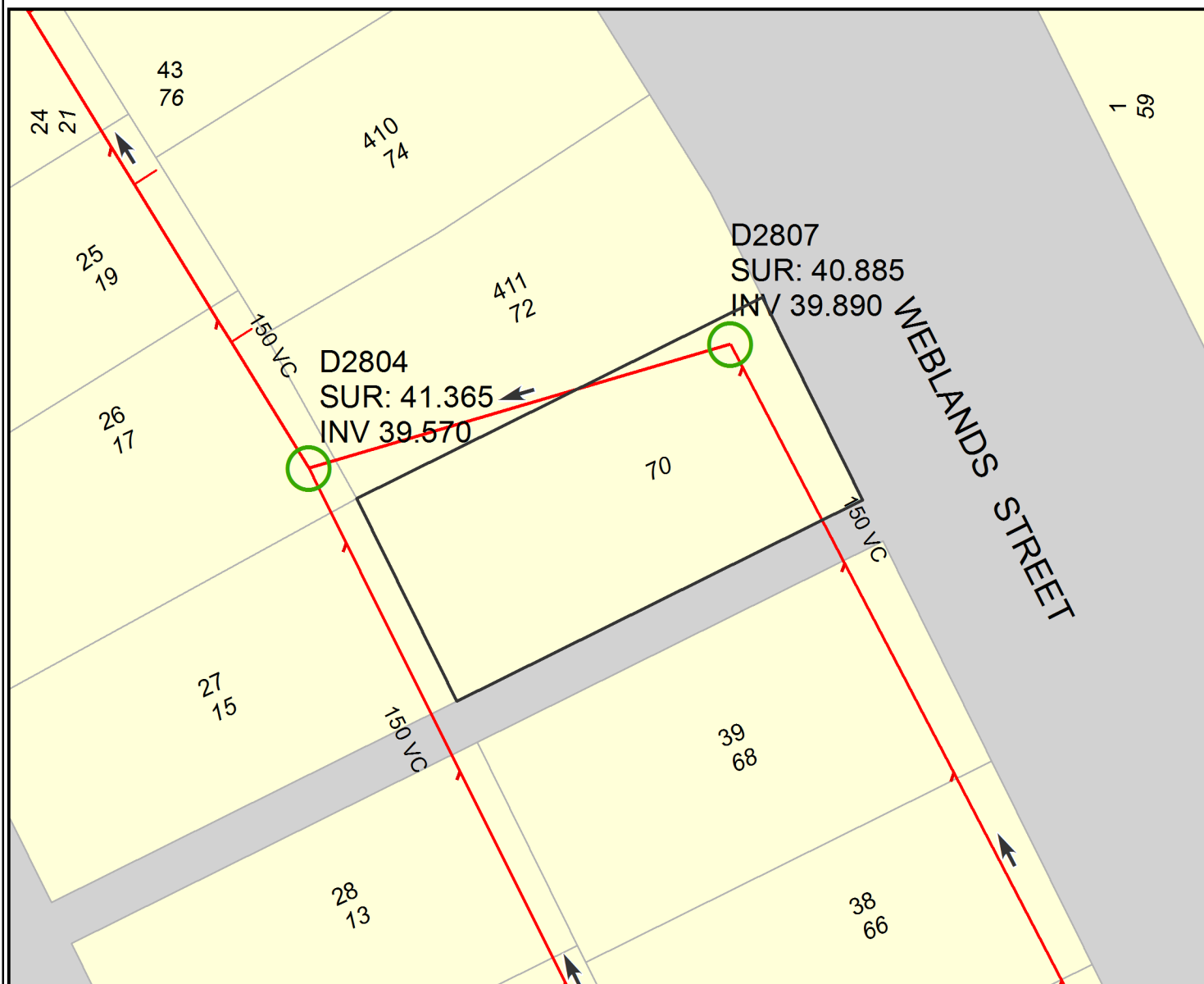
APPLICATION NO.: 3627629772

APPLICANT REF: M 18/0933

RATEABLE PREMISE NO.: 3221321105

PROPERTY ADDRESS: 70 WEBLANDS ST RUTHERFORD 2320

LOT/SECTION/DP:SP: 1//SP 83656



SEWER POSITION APPROXIMATE ONLY.  
SUBJECT PROPERTY BOLDED.  
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

### IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE  
AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS  
ACCURACY.

Date: 8/03/2018

Scale at A4: 1:500

CADASTRAL DATA © LPI OF NSW  
CONTOUR DATA © AAMHatch  
© Department of Planning

SEWER/WATER/RECYCLED WATER  
UTILITY DATA  
© HUNTER WATER CORPORATION

# RESIDENTIAL TENANCY AGREEMENT

## RESIDENTIAL TENANCIES REGULATION 2010

(SUITABLE FOR A TENANCY WHERE THE TERM OF RESIDENTIAL TENANCY AGREEMENT DOES NOT EXCEED 3 YEARS)

### IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant should be given time to read this agreement (including the completed condition report and to obtain appropriate advice if necessary).
2. A landlord or landlord's agent must give a tenant an approved form of information statement (which explains both parties' rights and obligations under this agreement) published by NSW Fair Trading before the tenant enters into the residential tenancy agreement.
3. If this agreement has a fixed term of more than 3 years, it must be annexured to the form approved by the Registrar-General for registration under the *Real Property Act 1900*. In that circumstance, the parties should seek their own independent legal advice to ensure this agreement is in a registrable form.

This agreement is made on  /  /  at  between

### LANDLORD *[Insert name of landlord(s) and contact details]*

Name /s Katherine Schaefer Pty Ltd

A.B.N. (if applicable)

Contact Details C/- 454 High Street

Care of Agent ☒ Yes ☐ No

MAITLAND NSW 2320

Tel: (02) 4933 5544

### TENANT *[Insert name of tenant(s) and contact details]*

Arron John Hamilton & Timothy John Hamilton

MOBILE: 0432 547 074 - A MOBILE: 0411 703 482 - T

EMAIL: arron.hamilton12@hotmail.com

### LANDLORD'S AGENT DETAILS *[Insert name of landlord's agent (if any) and contact details]*

Licensee David Haggarty Real Estate Pty Ltd

Trading as David Haggarty First National

A.B.N. 32 001 989 706

Address 454 High Street

Maitland, NSW

Postcode 2320

Phone 02 4933 5544 Fax 02 4933 1706 Mobile 0427 530 784 Email rentals@davidhaggarty.com.au

### TENANT'S AGENT DETAILS *[Insert name of tenant's agent (if any) and contact details]*

If appointed, all notices and documents given to the tenant must also be given to the tenant's agent

Name /s N/A

A.B.N.

Address

Postcode

Phone

Fax

Mobile

Email

### TERM OF AGREEMENT

The term of this agreement is:  weeks / ~~months~~ / ~~years~~

starting on  /  /  and ending on  /  /  [Cross out if not applicable]

### RESIDENTIAL PREMISES

The residential premises are *[Insert address]*

Address 1/70 Weblands Street

Suburb Rutherford

State NSW

Postcode 2320

The residential premises include: *[Include any additional matters, such as a parking space or furniture provided]*

single carport

## RESIDENTIAL TENANCY AGREEMENT

**Note:** If the premises include a garage, the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

The residential premises **do not include:** *[List anything such as a parking space, garage or storeroom which do not form part of the residential premises]*

Storeroom

### RENT

The rent is \$260.00 per week payable in advance starting on 12 / 12 / 2017 .

The method by which the rent must be paid:

(a) to First National David Haggarty at 454 High Street, MAITLAND NSW 2320 by ~~cash or cheque~~, or

(b) into the following account, or any other account nominated by the landlord:

BSB number: 032 - 529

Account number: 26 28 08

Account name: David Haggarty Real Estate Pty Ltd Trading As David Haggarty First National Rent Trust Account

Payment reference: HAMI1.70 , or

(c) as follows: n/a

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

### RENTAL BOND *[cross out if there is not going to be a bond]*

A rental bond of \$1040.00 must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

### IMPORTANT INFORMATION

#### MAXIMUM NUMBER OF OCCUPANTS

No more than 2 adults only persons may ordinarily live in the premises at any one time.

#### URGENT REPAIRS

Nominated tradespeople for urgent repairs and their contact details:

Electrical repairs:	Matt Bailey Electrical	Telephone: 0409 328 260
Plumbing repairs:	Darren O'Brien Plumbing	Telephone: 4933 5555
Other repairs:	Dee Glass & Glazing	Telephone: 4934 1466
Please contact the office first, leaving your name, property, and return contact details		Hunter Valley Lock Smiths 4934 1259

#### WATER USAGE

Will the tenant be required to pay separately for water usage? Yes ☒ No ☐ If yes, see clauses 11 and 12.

#### STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes ☒ No ☐ If yes, see clause 35 and clause 56.

#### CONDITION REPORT

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

#### TENANCY LAWS

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

## RESIDENTIAL TENANCY AGREEMENT

### RIGHT TO OCCUPY THE PREMISES

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

### COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
  - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
  - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

### RENT

3. **The tenant agrees:**
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
  - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
  - 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

### RENT INCREASES

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

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

### 6. The landlord and the tenant agree:

- 6.1 that the increased rent is payable from the day specified in the notice, and
- 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

### RENT REDUCTIONS

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

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

9. **The landlord agrees** to pay:
  - 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
  - 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. **The tenant agrees** to pay:
  - 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
  - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
  - 10.3 all charges for pumping out a septic system used for the residential premises, and
  - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
  - 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:



## RESIDENTIAL TENANCY AGREEMENT

**10.5.1** are separately metered, or

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

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

- 11.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 11.4** the residential premises have the following water efficiency measures:
  - 11.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
  - 11.4.2** all showerheads have a maximum flow rate of 9 litres per minute,
  - 11.4.3** there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

### POSSESSION OF THE PREMISES

**13. The landlord agrees:**

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

### TENANT'S RIGHT TO QUIET ENJOYMENT

**14. The landlord agrees:**

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

### USE OF THE PREMISES BY TENANT

**15. The tenant agrees:**

- 15.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2** not to cause or permit a nuisance, and
- 15.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4** not to intentionally or negligently cause or permit any damage to the residential premises, and

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

**16. The tenant agrees:**

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

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

- 17.1** to remove all the tenant's goods from the residential premises, and
- 17.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4** to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5** to make sure that all light fittings on the premises have working globes, and
- 17.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

### LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

**18. The landlord agrees:**

- 18.1** to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5** to comply with all statutory obligations relating to the health or safety of the residential premises.

### URGENT REPAIRS

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

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



## RESIDENTIAL TENANCY AGREEMENT

- 19.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

### SALE OF THE PREMISES

#### 20. The landlord agrees:

- 20.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

#### 22. The landlord and tenant agree:

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

### LANDLORD'S ACCESS TO THE PREMISES

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

- 23.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2** if the Civil and Administrative Tribunal so orders,
- 23.3** if there is good reason for the landlord to believe the premises are abandoned,

- 23.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10** if the tenant agrees.

**24. The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

- 24.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3** must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

### ALTERATIONS AND ADDITIONS TO THE PREMISES

#### 27. The tenant agrees:

- 27.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

**28. The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

### LOCKS AND SECURITY DEVICES

#### 29. The landlord agrees:

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

## RESIDENTIAL TENANCY AGREEMENT

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

### 30. The tenant agrees:

- 30.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

### TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

#### 32. The landlord and tenant agree that:

- 32.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 32.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4** without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

**Note.** Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

- 33. The landlord agrees** not to charge for giving permission other than for the landlords reasonable expenses in giving permission.

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

#### 34. The landlord agrees:

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

- 34.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

### COPY OF CERTAIN BY-LAWS TO BE PROVIDED

*[Cross out if not applicable]*

~~35. The landlord agrees to give to the tenant within 7 days of entering into this agreement a copy of the by laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015, the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.~~

### MITIGATION OF LOSS

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

### RENTAL BOND

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

- 37. The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

### SMOKE ALARMS

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

### SWIMMING POOLS

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

~~40. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1999 have been complied with in respect of the swimming pool on the residential premises.~~

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

~~40A. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

- ~~40A.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1999 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act; and~~
- ~~40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

## RESIDENTIAL TENANCY AGREEMENT

### LOOSE-FILL ASBESTOS INSULATION

#### 40B. The Landlord agrees:

- 40B.1** if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 40B.2** if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

#### ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.]

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

#### ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable and, if not applicable, note clauses 54.2(a) and 54.2(c)]

- 41. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:

- 41.1** if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
- 41.2** if the fixed term is for more than 3 years,

\$N/A

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Also refer to clauses 52, 53, 54 and 55 for termination of this agreement.

Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

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

#### ADDITIONAL TERM - PETS

- 43. The tenant agrees** not to keep animals on the residential premises without first obtaining the written consent of the landlord and, if applicable, the body corporate, community association or board of directors.
- 44. The landlord agrees** that the tenant may keep the following animals on the residential premises unless otherwise prohibited by a strata by-law, community title rule, company title rule and/or management statement, or under a law relating to health or other applicable law:

NO PETS

#### 45. The tenant agrees to:

- 45.1.** have the carpet professionally cleaned and to have the residential premises treated by a professional pest control provider/entity if animals have been kept on the residential premises during the tenancy;
- 45.2.** repair any damage caused by animals kept on the residential premises;

- 45.3.** upon request, and in the form of evidence elected, by the landlord or landlord's agent, provide to the landlord or the landlord's agent (as the case may be) evidence that the tenant has complied with clauses 45.1 and 45.2 of this agreement; and

- 45.4.** indemnify the landlord in respect of all claims arising out of or in connection with any damage, costs or personal injuries caused or contributed to by:

- (a) any animals kept by the tenant on the residential premises; and
- (b) any animals moving, or being moved by someone, across the residential premises and any common areas.

#### ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

- 46.** The landlord and tenant agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated / / (insert a date if the landlord and tenant agree to this clause) forms part of this agreement.

#### ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

##### 47. Further to clause 16, The tenant agrees:

- 47.1.** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 47.2.** to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 47.3.** to wrap up and place garbage in a suitable container;
- 47.4.** to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 47.5.** to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 47.6.** to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 47.7.** to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 47.8.** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 47.9.** to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 47.10.** not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 47.11.** not to store rubbish or unregistered vehicles on the residential premises, and not to store any items in the garage, storage cage, open car space or any other storage facility on the residential premises and storage of any items on the residential premises is at the tenant's own risk; and
- 47.12.** to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.



## RESIDENTIAL TENANCY AGREEMENT

### ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

#### 48. The tenant agrees:

- 48.1. to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and
- 48.2. the availability of telephone or fax lines; internet services; analogue, digital or cable television (and the adequacy of such services); are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aeriels or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises

### ADDITIONAL TERM - RENT AND RENTAL BOND

#### 49. The tenant agrees:

- 49.1 to pay the rent on or before the day which the term of this agreement begins; and
- 49.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord

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

### ADDITIONAL TERM - OCCUPANTS

#### 51. The tenant agrees:

- 51.1. not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 51.2. to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

### ADDITIONAL TERM - TERMINATION

52. The tenant acknowledges that a notice of termination does not by itself end the tenant's obligations under this agreement.

#### 53. The tenant agrees:

- 53.1. upon termination of this agreement, to:
  - (a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010* ;
  - (b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
  - (c) comply with its obligations in clause 17 of this agreement; and
- 53.2. that the tenant's obligations under this agreement (including to pay rent and other amounts payable to the landlord pursuant to clause 54.2) continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

54. Notwithstanding any termination of the agreement, the tenant acknowledges and agrees that:

- 54.1. an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement;

- 54.2. if the tenant terminates this agreement before the expiry of the fixed term and if clauses 41 and 42 regarding the break fee are deleted (and, therefore, do not apply), subject to the parties' obligations to mitigate their losses:

- (a) the tenant must:
  - (i) reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and
  - (ii) pay rent or compensation for an amount equivalent to rent until such time as the landlord finds a suitable replacement tenant or until the date on which the fixed term of the agreement has expired (whichever occurs first),
 and the parties agree that this clause 54.2(a) does not apply if the tenant terminates the residential tenancy agreement early for a reason permitted under the *Residential Tenancies Act 2010*;
- (b) the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and
- (c) the landlord is under no obligation to advertise the residential premises, arrange any inspection of the residential premises by prospective tenants or take any other action to lease the residential premises until vacant possession is provided by the tenant; and

- 54.3. the landlord is entitled to claim damages for loss of bargain in the event of a termination of this agreement on the grounds of a breach.

#### 55. The landlord and the tenant agree that:

- 55.1. any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement;
- 55.2. the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy; and
- 55.3. the landlord's entitlement to claim damages for loss of bargain pursuant of clause 54.3 and the tenant's obligation to pay rent as and when it falls due are fundamental and essential terms of this agreement.

**Note:** Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**Note:** If the tenant breaches this agreement the landlord should refer to section 187(2) of the *Residential Tenancies Act 2010*.

### ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

#### 56. The tenant agrees:

- 56.1. to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 56.2. where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law; and

## RESIDENTIAL TENANCY AGREEMENT

- 56.3.** where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time.

### ADDITIONAL TERM - SWIMMING POOLS

(This clause does not apply when there is no pool on the residential premises)

~~57. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

~~57.1. to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~

~~57.2. to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~

~~57.3. to keep the water level above the filter inlet at all times;~~

~~57.4. to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;~~

~~57.5. not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier and~~

~~57.6. to ensure that the pool safety gate or access door is self-closing at all times;~~

### ADDITIONAL TERM - RENT INCREASES DURING

THE FIXED TERM) (for a fixed term of **less than 2 years**):

- 58.** By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

- 58.1.** the rent will be increased to

\$ N/A	per	
	on	/ / ; and
to \$ N/A	per	
	on	/ / ; or

- 58.2.** the rent increase can be calculated by the following method (set out details):

N/A
N/A

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

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

### ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM (for a fixed term of **2 years or more**):

- 59.** By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

- 59.1.** the rent will be increased to

\$ N/A	per	
	on	/ / ; and
to \$ N/A	per	
	on	/ / ; or

- 59.2.** the rent increase can be calculated by the following method (set out details):


**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

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

**Note:** The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

### ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

- 60.** For avoidance of doubt:

- 60.1.** a condition report which accompanies this agreement, forms part of this agreement;
- 60.2.** a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and
- 60.3.** if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

### ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

- 61. The tenant agrees:**

- 61.1.** to reimburse the landlord, within 30 days of being requested to do so, for:
- (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;

## RESIDENTIAL TENANCY AGREEMENT

- (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
- (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

**61.2.** to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 38 of this agreement;

**61.3.** to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food; and

**61.4.** where the residential premises are subject to the *Strata Schemes Management Act 2015* or the *Strata Schemes Development Act 2015* to immediately notify the landlord or the landlord's agent of:

- (a) any windows in the residential premises that do not have any locks or other window safety devices; or
- (b) any locks or other window safety devices in the residential premises that are non-compliant with legislation or need repairing,

so that the landlord or landlord's agent can ensure compliance with section 118 of the *Strata Schemes Management Act 2015* with respect to window safety devices.

### ADDITIONAL TERM - TENANCY DATABASES

**62. The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

### ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

*[This clause does not apply if there is not garage, storage cage, open car space or other storage facility on the residential premises]*

**63. The landlord gives** no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

### ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

**64. The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

### ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

**65.** Where the tenant has been provided with the requisite notice pursuant to clause 23.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

**66. The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 23.

### ADDITIONAL TERM - PRIVACY POLICY

**67.** The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- (f) comply with any applicable law;
- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed)

## RESIDENTIAL TENANCY AGREEMENT

the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

### ADDITIONAL TERM - ADDITIONAL TERMS AND CONDITIONS

#### 68. The landlord and tenant acknowledge that:

- 68.1 the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement; and
- 68.2 the additional terms and conditions may be included in this agreement only if:
  - (a) they do not contravene the *Residential Tenancies Act 2010 (NSW)*, the *Residential Tenancies Regulation 2010 (NSW)* or any other Act; and
  - (b) they are not inconsistent with the standard terms and conditions of this agreement.

#### 69. The landlord and tenant jointly and severally indemnify and hold harmless: The Real Estate Institute of New South Wales (REINSW) in relation to any actions, proceedings, claims, losses, costs and damages which REINSW suffers, incurs or becomes liable for and which arise directly or indirectly from or are in connection with any additional terms and/or conditions that are included in an annexure to this agreement.



**SCHEDULE A****SPECIAL CONDITIONS - FLATS****Special Condition 1 - Noise**

The tenant must not create any noise in the flat or on the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

**Special Condition 2 - Vehicles**

The tenant must not park or stand any motor or other vehicle on the common area except with the written approval of the landlord.

**Special Condition 3 - Obstruction of common area**

The tenant must not obstruct lawful use of the common area by any person.

**Special Condition 4 - Damage to lawns and plants on the common areas**

The tenant must not:

- a damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or
- b use for his or her own purposes as a garden any portion of the common area.

**Special Condition 5 - Damage to common areas**

The tenant must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common area without the approval in writing of the landlord or an order of the Civil and Administrative Tribunal.

**Special Condition 6 - Behaviour of owners and occupiers**

The tenant when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another flat or to any person lawfully using the common area.

**Special Condition 7 - Children playing on common areas in building**

The tenant must not permit any child of whom the tenant has control to play on the common area within the building or, unless accompanied by an adult exercising effective control, to be or to remain on the common area comprising a laundry, car parking area or other area of possible danger or hazard to children.

**Special Condition 8 - Behaviour of invitees**

The tenant must take all reasonable steps to ensure that invitees of the tenant do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area.

**Special Condition 9 - Depositing rubbish and other material on common areas**

The tenant must not deposit or throw on the common area any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

**Special Condition 10 - Drying of laundry items**

The tenant must not, except with the consent in writing of the landlord, hang any washing, towel, bedding, clothing or other article on any part of the flat in such a way as to be visible from outside the building other than on any lines provided by the landlord for that purpose and then only for a reasonable period.

**Special Condition 11 - Preservation of fire safety**

The tenant must not do any thing or permit any invitees of the tenant to do any thing on the lot or the common area that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the flats or the common area.

**Special Condition 12 - Cleaning windows and doors**

The tenant must keep clean all glass in windows and all doors on the boundary of the flat, including so much as is common area.

**Special Condition 13 - Storage of inflammable liquids and other substances and materials**

- 1 The tenant must not, except with the approval in writing of the landlord, use or store on the flat or on the common area any inflammable chemical, liquid or gas or other inflammable material.
- 2 This special condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

**Special Condition 14 - Moving furniture and other objects on or through the common area**

The tenant must not transport any furniture or large object through or on the common area within the building unless sufficient notice has first been given to the executive committee so as to enable the landlord to arrange for a person to be present at the time when the tenant does so.

**Special Condition 15 - Garbage disposal**

The tenant:

- a must maintain within the flat, or on such part of the common area as may be authorised by the landlord, in clean and dry condition and adequately covered a receptacle for garbage,
- b must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,
- c for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the landlord and at a time not more than 12 hours before the time at which garbage is normally collected,
- d when the garbage has been collected, must promptly return the receptacle to the flat or other area referred to in paragraph (a),
- e must not place any thing in the receptacle of the owner or occupier of any other flat except with the permission of that owner or occupier, and
- f must promptly remove any thing which the tenant or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

**Special Condition 16 - Keeping of animals**

The tenant must not, without the prior approval in writing of the landlord, keep any animal on the flat or the common area.

**Special Condition 17 - Appearance of flat**

- 1 The tenant must not, without the written consent of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- 2 This special condition does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in Special Condition 10.

**Special Condition 18 - Change in use of flat to be notified**

The tenant must notify the landlord if the tenant changes the existing use of the flat in a way that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes).



# RESIDENTIAL TENANCY AGREEMENT

## NOTES.

### 1. Definitions

In this agreement:

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

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

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

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

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

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

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

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

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

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

### 3. Ending a fixed term agreement

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

### 4. Ending a periodic agreement

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

### 5. Other grounds for ending agreement

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

### 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 if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

## RESIDENTIAL TENANCY AGREEMENT

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

### SIGNED BY THE LANDLORD

in the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of landlord)

\_\_\_\_\_  
(Signature of witness)

### SIGNED BY THE TENANT

in the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of witness)

in the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of witness)

in the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of witness)

in the presence of:

\_\_\_\_\_  
(Name of witness)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of witness)

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

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of tenant)

\_\_\_\_\_  
(Signature of tenant)

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)

# New tenant checklist

## What you must know before you sign a lease

At the start of every tenancy, your landlord or agent should give you:

- a copy of this information (*the New tenant checklist*)
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- an invitation to lodge the bond using Rental Bonds Online (RBO). Or, if you are unable to use RBO, a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

If applicable, you should also receive:

- a certificate of compliance for a swimming pool (more on that later)
- a copy of the by-laws, if the property is in a strata complex
- notification if the premises has been listed on the Loose-Fill Asbestos Insulation Register (more on that later)
- notification of any other material fact relating to the premises (more on that later).

Before you sign the lease, make sure you read it thoroughly. If there is anything in the lease that you do not understand, ask questions.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

You should only sign the lease when you can answer Yes to the following statements.

### The lease

- ☐ I have read the lease and asked questions if there were things I did not understand.
- ☐ I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

- ☐ I know that I must be offered at least **one** way to pay the rent that does not involve paying a fee to a third party.
- ☐ I know that any additional terms to the lease must be negotiated before I sign.
- ☐ I have checked that all additional terms to the lease are legal. For example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

### Promised repairs

For any promises made by the landlord or agent (for example, replace the oven, paint a room, clean up the backyard, etc.):

- ☐ I have made sure these have already been done
- or
- ☐ I have an undertaking in writing (before signing the lease) that they will be done.

### Upfront costs

I am **not** being required to pay:

- ☐ more than 2 weeks rent in advance, unless I freely offer to pay more
- ☐ more than 4 weeks rent as a rental bond.

I am **not** being charged for:

- ☐ the cost of preparing my lease
- ☐ the initial supply of keys and security devices to each tenant named on the lease.

## Managing your bond online

Your landlord or agent **must** give you the option to use Rental Bonds Online (RBO) to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading.

## Swimming and spa pools

Does the property have a swimming or spa pool? If so, the landlord or agent must give you a copy of a valid certificate of compliance or occupation certificate issued in the past 3 years. This does not apply if you are renting in a strata or community scheme of more than 2 lots.

## Property containing loose-fill asbestos insulation

Properties in NSW that test positive for loose-fill asbestos insulation will have the property address included in a public register (available on the NSW Fair Trading website). If a property has been listed on this public register, the agent or private landlord must disclose this information to new tenants. The following section lists the other information that must be provided to tenants before they sign a lease.

## What tenants must be told

Sometimes a residential property has something in its history that you should know. If the landlord or agent is aware of any of the following facts, they must inform you:

- if the property:
  - has been affected by flooding or bushfire in the previous 5 years
  - has significant health or safety risks (unless they are obvious when you inspect the property)
  - has been the scene of a violent crime in the previous 5 years
- is affected by zoning or laws that will not allow you to obtain a parking permit and only paid parking is available in the area
- is provided with council waste services on a different basis to other premises in the area
- is listed on the loose-fill asbestos insulation register
- if other people are entitled to share the driveway or walkway.

## After you move in

- Fill in your part of the condition report and make sure you return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you lodged the bond using RBO, make sure you receive an email or SMS notification from Fair Trading confirming your bond has been received. If the bond was not lodged using RBO, make sure you get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number.

If you do not receive an email, SMS notification or letter, call NSW Fair Trading to make sure the bond has been lodged.

## Top tips for problem-free renting

Follow these useful tips to help avoid problems while you are renting:

- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Keep a copy of your lease, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find it later.

- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Keep a diary of your dealings with the landlord or agent - record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises that ends up in the NSW Civil and Administrative Tribunal (NCAT).
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave and can help to lock in the rent for the next period of time.

[www.tenants.org.au](http://www.tenants.org.au) for details of your nearest service or check your local phone directory.

Landlords and agents must give a copy of this information statement to all new tenants before they sign a residential lease. Fines can be imposed if this is not done.

## Further information

Go to the Fair Trading website or call 13 32 20 for more information about your renting rights and responsibilities.

The NSW Government funds a range of community based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Go to the Tenants Union website at

[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)  
Fair Trading enquiries 13 32 20  
TTY 1300 723 404  
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

© State of New South Wales through NSW Fair Trading  
You may freely copy, distribute, display or download this information with some important restrictions. See NSW Fair Trading's copyright policy at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or email [publications@finance.nsw.gov.au](mailto:publications@finance.nsw.gov.au)

# Email Service of Notices and Documents Consent Form

**Note: Use this form where consent is required for confirmation of email service of notices and documents where there is no record of confirmation of email service and a list of notices and documents which email service applies to the party noted on a tenancy agreement or any other documentation retained by the property agent.**

Date 24/11/2017

I/We Arron John Hamilton & Timothy Lee Hamilton

consent to all notices and documentation relevant to the proposed sale, purchase, management or letting (as applicable) of

1/70 Weblands St, Rutherford

Postcode 2320

**("Premises")**

being served electronically via email \_\_\_\_\_

Where the Premises are subject to a tenancy agreement, I/we consent to the service of notices and documents required to be given or served in respect of or under the tenancy agreement for the Premises including but is not limited to termination notices, notice of intention to sell the Premises, notice of access/inspection/entry and a notice of rent increase.

I/We Arron John Hamilton & Timothy Lee Hamilton

acknowledge that by providing an email address and signing this form, I/we consent to

David Haggarty Real Estate Pty Ltd

updating my /our details of the method of communication for the purposes of email service of notices and other documents on all relevant documents.

Signatures of the consenting party /s:

\_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

Please return this form signed to:

Agent David Haggarty Real Estate Pty Ltd

Trading as David Haggarty First National

Address 454 High Street

Maitland, NSW

Postcode 2320

Phone 02 4933 5544

Fax 02 4933 1706

Email rentals@davidhaggarty.com.au