

## Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	<b>First National Real Estate Brailey Figtree</b> 111/19 Princes Highway, Figtree, NSW 2525	Phone: 42266626
co-agent		
vendor	<b>Daniel Anthony Moore and Brooke Michelle Moore</b> 2 Farrell Road, Bulli, NSW 2516	
vendor's solicitor	<b>CS Conveyancing Services</b> PO Box 2012, TARRAWANNA NSW 2518	Phone: 0242856653 Email: carol@csconveyancingservices.com.au Ref: CS:MOORE1247
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>9 Fitzgerald Street, Cringila, New South Wales 2502</b> <b>Registered Plan: Lot 28 Plan DP 15952</b> <b>Folio Identifier 28/15952</b>	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Shed	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> 2 x dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> 2 x stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> 2 x range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

buyer's agent

vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

witness

purchaser

JOINT TENANTS     tenants in common     in unequal shares

witness

## Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):**Electronic transaction** (clause 30) no  YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO  yes

GST: Taxable supply

 NO  yes in full  yes to an extent

Margin scheme will be used in making the taxable supply

 NO  yes

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

## List of Documents

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

9 Pittwater Street CRINGLIPANG 2502

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

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

### DISPUTES

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

### AUCTIONS

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

### WARNINGS

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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



**6 Error or misdescription**

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

**7 Claims by purchaser**

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

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

**8 Vendor's rights and obligations**

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

**9 Purchaser's default**

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

**10 Restrictions on rights of purchaser**

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

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

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**  
The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.  
16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.  
16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.  
16.4 The legal title to the *property* does not pass before completion.  
16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.  
16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –  
16.7.1 the price less any:  
  - deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
16.7.2 any other amount payable by the purchaser under this contract.  
16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.  
16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.  
16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –  
16.11.1 if a special completion address is stated in this contract - that address; or  
16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or  
16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.  
16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.  
16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.  
17.2 The vendor does not have to give vacant possession if –  
17.2.1 this contract says that the sale is subject to existing tenancies; and  
17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).  
17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.  
18.2 The purchaser must not before completion –  
18.2.1 let or part with possession of any of the *property*;  
18.2.2 make any change or structural alteration or addition to the *property*; or  
18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.  
18.3 The purchaser must until completion –  
18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and  
18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

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

## 19 Rescission of contract

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

## 20 Miscellaneous

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

## 21 Time limits in these provisions

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

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

• **Meetings of the owners corporation**

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

**24 Tenancies**

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

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

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- ## 26 Crown purchase money
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- ## 27 Consent to transfer
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.



**28 Unregistered plan**

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

**29 Conditional contract**

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

**30 Electronic transaction**

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

9 Fitzgerald Street CRINGILA NSW 2502



THESE ARE THE SPECIAL CONDITIONS ANNEXED TO THE CONTRACT FOR SALE OF LAND BETWEEN Daniel Anthony Moore ("VENDOR") AND ("PURCHASER") IN RESPECT OF 9 Fitzgerald Street, Cringila, New South Wales 2502 ("PROPERTY")

DATED: 2020

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## Definitions

### 32. Interpretation

- (a) If there is any conflict between the provisions of these special conditions and those contained in the printed conditions of this Contract, these further conditions prevail.
- (b) Headings are inserted for convenience of reference only and must be ignored in the interpretation of this Contract.
- (c) These further conditions must be read subject to any rights granted to the Purchaser under any statute or subordinate *legislation* to the extent that those rights cannot be excluded.

### 33. Amendments to Printed Clauses 2019

The printed clauses (no. 1 to 31 inclusive) of this Contract are amended as follows:

- (a) Clause 3.10.1 delete the work normally. Add after the word deposit-bond or the Purchaser.
- (b) Clause 6.1 is deleted.
- (c) Clause 7.1.1 substitute 5% with 1%.
- (d) Add to clause 10 "10.4 For the purposes of this clause 10, the Vendor discloses all of the material appearing in the copy documents attached to this Contract (whether specified on sheet 2 or not) and all material so appearing is deemed to have been disclosed in substance for the purposes of this Contract."
- (e) In clause 11.2, add after "terminated" the words "by reason of the Vendor's default only".
- (f) Add to clause 13 "13.14, if this contract is not subject to GST, the Purchaser agrees, on and after completion of this sale, to use the *property* predominantly for residential accommodation. If the Vendor becomes liable for GST, because of the Purchaser's failure to comply with this clause:
  - (i) the Purchaser agrees to pay to the Vendor, *within* 14 days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST including any additional penalty and interest; and

- (ii) the Vendor must deliver to the Purchaser as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations."
- (g) In clause 16.8 is deleted.
- (h) In clause 23.6.1, for the words "even if it is payable by instalments" substitute "but if it is payable by instalments, the Vendor must be liable only for instalments payable prior to the Completion Date".
- (i) Clauses 23.13 and 23.14 are deleted. In accordance with clause 23.15 the purchaser has the vendor's authority to obtain a section 184 certificate directly from the owners corporation.
- (j) Clauses 24.1.1 and 24.1.2 are deleted and replaced with:
  - "24.1.1 no adjustment of the unpaid amount will be made under clause 14.2;
  - 24.1.2 if the Vendor furnishes the Purchaser with a statement of the amount unpaid as at the *adjustment date*, the Purchaser (as the Vendor's agent) must immediately demand that the tenant pay that amount;
  - 24.1.3 the Purchaser must immediately account to the Vendor for any amount received from the tenant under that demand; but
  - 24.1.4 if the amount is not then paid by the tenant, the Purchaser authorises the Vendor (in the name of the Purchaser but at the expense of the Vendor) to take all steps and institute all proceedings necessary for recovery of the amount and the Purchaser must do everything reasonably required by the Vendor for the prosecution of any such proceedings against the tenant."
- (k) In clause 24, add the following sub-clause:
  - "24.4.6 the Purchaser must not be entitled to make any objection, *requisition* or claim, nor must the Purchaser be entitled to refuse to complete this Contract, should:
    - (a) any tenants have *terminated* the lease or vacated the *property*;
    - or
    - (b) any tenants have defaulted in the performance of their obligations under the lease."
- (l) Clause 31.4 is deleted.

## 34. Notice to Complete

### 34.1 Issue of notice

- (a) If completion does not occur on or before 4:30pm on the Completion Date, at any time either *party* (not then being in default under this Contract) may *serve* on the other a notice ("**Notice to Complete**") requiring completion of this Contract on a specified date being not less than 14 days ("**Notice Period**") after the date of service of the Notice to Complete.

- (b) The parties agree that:
  - (i) the Notice Period is sufficient; and
  - (ii) time will be essential for compliance with the Notice to Complete.

#### **34.2 Notice period**

For the purpose of calculating the Notice Period:

- (a) the Notice Period commences at midnight on the *business day* on which the Notice to Complete is *served*; and
- (b) a reference to a day means the period of time commencing at midnight and ending 24 hours later.

#### **34.3 Time essential**

Any Notice to Complete may specify any time of the day between 10:30am and 4:30pm as the time for performance of any obligation under this Contract in which event performance by that specified time is of the essence.

#### **35. Electronic Settlement**

- 35.1** The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- 35.2** 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.
- 35.3** 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.
- 35.4** Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to Join.
- 35.5** Settlement takes place when the financial settlement takes place.
- 35.6** Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- 35.7** 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.
- 35.8** 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.

**35.9 Costs**

If the Vendor issues a Notice to Complete, the Purchaser will be liable for an amount of \$350.00 (inclusive of GST) for the legal costs thereon incurred by the Vendor and must pay this sum to the Vendor's *conveyancer* as an adjustment on settlement as an essential term of this Contract.

**36. Interest**

**36.1 Payment of interest**

If completion does not occur on or before the Completion Date due to no fault of the vendor, then the Purchaser must pay to the Vendor, in cash on completion, interest calculated:

- (a) daily at the rate of 8% per annum; and
- (b) on the balance of the Price payable under this Contract,

in respect of the period ("**Interest Period**") commencing on the day following the Completion Date and ending on the day on which completion actually takes place.

**36.2 Delay Settlement**

If settlement is not completed on the Completion Date due to no fault of the vendor, the purchaser will be liable for the legal expenses of \$250.00 (inclusive GST) incurred by the purchaser due to their failure to settle by the Completion Date.

**36.3 Essential Term**

The Purchaser may not require the Vendor to complete this Contract unless interest payable under sub-clause 1 is paid to the Vendor on completion. It is an essential term of this Contract that such interest is paid.

**36.4 Completion after 4:00pm**

If due to no fault of the Vendor completion takes place after 4:00pm on the Completion Date or after 4:00pm on any day after the Completion Date, sub-clause 1 applies as if completion takes place on the *business day* after the day on which completion actually takes place.

**37. Covid-19**

**37.1** The parties agree that should a party(s) to this contract:

- (a) contract the Covid-19 virus;
- (b) be placed in isolation in the property;
- (c) directed to self-isolate in the property;
- (d) need to care for an immediate member of their household or family in the property;
- (e) a mandatory lockout law which prevents a person or person(s) from vacating the property or moving into the property;



Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Completion of this contract take place within 14 days from the date from which the party is permitted to leave the property.
- (iv) The party seeking the benefit of this clause shall do all things necessary to vacate the property within 48 hours prior to completion.
- (v) It is an essential term of this contract that the party seeking the benefit of this clause shall thoroughly disinfect the property prior completion. For the purpose of clarity, disinfect includes but is not limited to vacuuming carpets and flooring, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, all hard surfaces, remote controls, windows, appliances and mop floors.

**37.2** Should a party be affected with respect to clause 37.1(e) above, then as well as clause (i) above, completion shall be the **later of**:

- (a) A date as mutually agreed by the parties once notice of the lockout laws has been lifted (no earlier than 7 days and no later than 4 weeks from such notice);
- (b) 3 months from the date of this contract,

Should this clause take effect, and the completion has not occurred within 3 months from the date of the contract, then either party can rescind which provisions of clause 19 will apply.

### **38. Electronic Signature**

**38.1** The parties agree to accept, for the purpose of exchange of contract, signatures by either vendor(s) or Purchaser(s) which are emailed, facsimile or any form of electronic signature.

**38.2** The parties agree to provide to the other parties within 14 days after the date of this contract a cover page of the Contract bearing original signatures.

**38.3** The parties agree that the cover page of the Contract bearing original signatures must be dated the same date as this Contract.

### **39. Rescission**

- (a) Without in any manner negating limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included, should prior to completion the Purchaser (or any of them, if there be more than one):

- (i) die or become mentally incapable (as defined in the *Mental Health Act 2007 (NSW)*); or
- (ii) being a company, go into liquidation, administration or receivership;

then the Vendor may *rescind* this Contract by notice in writing to the other and the provisions of clause 19 apply.

- (b) If the cost to the Vendor of complying with any valid *requisition* made by the Purchaser would exceed 1% of the Price, then the Vendor can *rescind* this Contract and the rescission must be deemed to be on reasonable grounds under clause 8.1.

#### 40. Condition/State of Property

Subject always to any right of rescission that may be available under the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*:

- (a) The Purchaser acknowledges that the Purchaser is purchasing the *property*:
  - (i) in its present condition and state of repair, subject to fair wear and tear;
  - (ii) subject to all defects latent or patent which relate to the quality of the *property*;
  - (iii) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.
  - (iv) to any infestations and dilapidations;
  - (v) subject to all existing services; and
  - (vi) as a result of its own enquiries and inspections and not as a result of any representations made by or on behalf of the Vendor.

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

- (b) The Purchaser will take title subject to the condition of all existing water, sewerage, drainage, gas, electrical and other mains and services, connections, pipes or distributors (if any) installed on, *within* or over the land hereby agreed to be sold or *within* any easement or reservation appurtenant to the land whether or not connected to any improvement erected on the land and the Purchaser must not make any objection *requisition* or claim for compensation nor be entitled to *rescind* or fail to complete this Agreement by reason of the condition of any such installation as aforesaid and the Purchaser shall be deemed to have satisfied itself as to the position and nature of such installations by virtue of having signed this Contract.
- (c) Any warranties by or on behalf of the Vendor expressed or implied as to any purpose for which the *property* or any building which is or may be erected on the *property* can be used are hereby expressly negated.

**41. Chattels/Inclusions**

Any items of furniture or furnishing and other chattels/inclusions agreed to be sold under this contract are sold in their present state of repair and condition subject to all defects (if any) both latent and patent and subject to reasonable wear and tear and title to those items will pass to the Purchaser and not otherwise.

**42. Use of Property**

The Purchaser acknowledges that he has made his own enquiries as to any use for which he may intend to use the *property*. The Purchaser must make no objection, *requisition* or claim for compensation regarding use or future use of the *property*.

**43. Introduction By Agent**

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the *property* by any real estate agent or person except the agent (if any) named at the top of the front page of this Contract and the Purchaser indemnifies the Vendor (and if more than one, each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities are continuing indemnities not merging on completion.

**44. Release of the Deposit**

If the vendor notifies the purchaser that the vendor intends to purchase another property on or after the date of this contract, the purchaser agrees that the deposit paid under this contract may be released as and when the vendor requires for the purpose of enabling the vendor to pay the deposit to purchase another property or stamp duty. Any deposit released under the terms of this clause must be held in the trust account of a real estate agent, licensed conveyancer or solicitor and not further released.

**45. Deposit (optional)**

The Vendor acknowledges receipt of the Deposit which at the date of this Contract has been paid in the following manner:

- (a) the sum of \_\_\_\_\_ which has been paid in accordance with clause 2.4; and
- (b) the balance which the parties agree is a debt due to the Vendor which is payable by the Purchaser to the Vendor immediately upon demand. The parties further agree that in incurring this debt as a separate and independent obligation to the Vendor, the Purchaser has satisfied its obligation to pay the 10% deposit under this Contract. The Vendor agrees not to make a demand for the payment of this debt until the date that this Contract is completed or the date on which the Vendor becomes entitled to keep the Deposit under clause 9.1. Without excluding any other relief available to the Vendor as a matter of law, the Vendor is not obliged to complete this Contract until any debt owed to it under this clause has been paid.

**46. Guarantee and Indemnity (optional)**

If the Purchaser of the *property* is a Company (other than a public company listed on an Australian stock exchange), the officers or persons who execute this Contract on behalf of the Company or who attest the affixing of the seal of the Company to this Contract ("**guarantor**"), hereby jointly and severally:

- (a) unconditionally guarantee to the Vendor the performance of all obligations of the Purchaser under this Contract, including payment of all money payable by or recoverable from the Purchaser, notwithstanding this Contract is not enforceable against the Purchaser in whole or in part or is varied without notice to the guarantor;
- (b) indemnify the Vendor in respect of any default of the Purchaser under this Contract; and
- (c) acknowledge the provisions of this clause shall be deemed to constitute the giving of a Deed by virtue of their execution of this Contract.

This guarantee and indemnity is given by each guarantor as a principal and is not discharged or released by any release or variation of this Contract.

#### **47. Adjustments**

The parties agree to adjust the usual outgoings and all amounts pursuant to this Contract on completion but if any amount is incorrectly adjusted or an error is made in calculating the figures at settlement the parties agree to rectify the error within 7 days of receipt of evidence of the error or request for a re-adjustment. This clause shall not merge on completion.

#### **48. Subject to Tenancies**

48.1 The purchaser acknowledges having made enquiries in relation to the tenancy disclosed in this Contract and the terms of the Residential Tenancy Agreement, a copy of which is attached to this Contract. The purchaser will make no objection, requisition or claim for compensation nor rescind or terminate this Contract in relation to any matter regarding the tenancy.

48.2 Notwithstanding that the property is sold subject to the tenancy referred to in in this Clause, the purchaser will make no objection, requisition or claim for compensation nor rescind or terminate this Contract if the tenant vacates the property on or before completion.

#### **49. Survey Report and Building Certificate**

49.1 If a survey report and/or building certificate in relation to the property is annexed to this contract the vendor gives no warranty as to the accuracy, correctness or completeness of the certificate.

49.2 The purchaser shall not seek to make a claim, objection, requisition, delay completion, rescind or terminate this contract in relation to any matter disclosed in the survey report and/or building certificate.

49.3 The vendor shall not be required to make application for or do anything towards obtaining a building certificate. If the purchaser requires such a certificate, the purchaser must apply for it at the purchaser's own expense. If any competent authority refuses or fails to issue such a certificate or issues such a certificate subject to a qualification/requirement, this will not be regarded as a defect in the vendor's title to the property.

**50. Development Application**

- 50.1 The vendor discloses that a development application has been approved by Wollongong City Council and attached hereto is a copy of the development approval. The vendor further discloses that not all works as required under the development approval has been completed by the vendor. The vendor does not hold a final occupation certificate. The vendor shall not be obliged to remedy, rectify, complete or compensate the purchaser with respect to the works required under the attached development application approval in order for a final occupation certificate to be provided. The purchaser at its own discretion can apply and obtain their final occupation certificate after completion. The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.



LAND  
REGISTRY  
SERVICES



GLOBALX

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 28/15952

SEARCH DATE	TIME	EDITION NO	DATE
7/3/2020	12:11 PM	3	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 28 IN DEPOSITED PLAN 15952  
LOCAL GOVERNMENT AREA WOLLONGONG  
PARISH OF WOLLONGONG COUNTY OF CAMDEN  
TITLE DIAGRAM DP15952

FIRST SCHEDULE

DANIEL ANTHONY MOORE  
BROOKE MICHELLE MOORE  
AS JOINT TENANTS

(T AK845977)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 K305261 COVENANT
- 3 C503208 COVENANT
- 4 AK845978 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

tspcss

PRINTED ON 7/3/2020

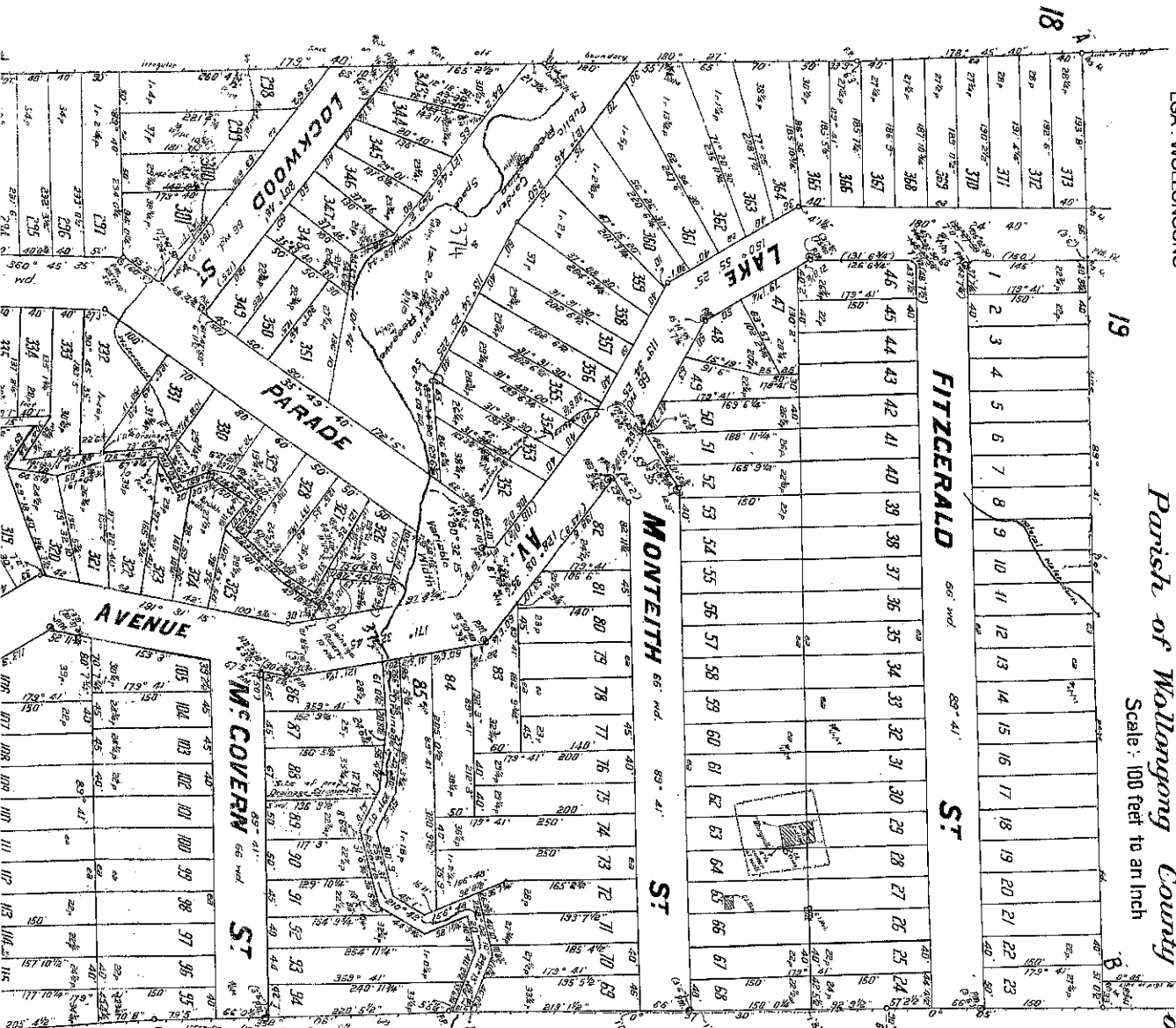
Municipality of  
 Central Hawke's Bay  
 LGA: WOLLONGONG

of a subdivision of the land in App. 29610.  
 Parish of Wollongong County  
 of Camden

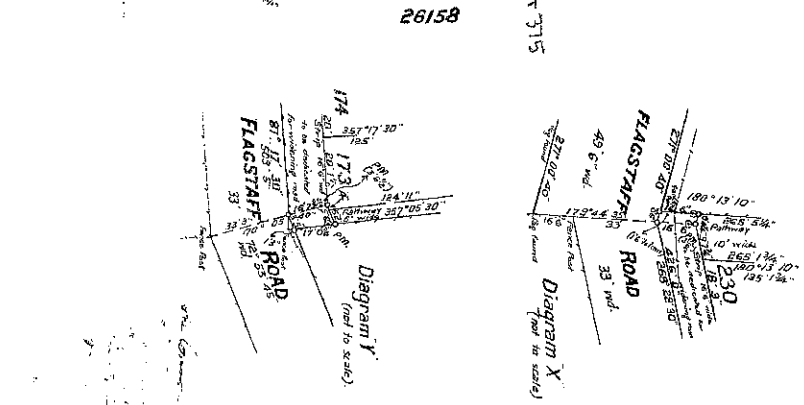
**PLAN**

STEELTOWN HEIGHTS ESTATE

DEP 1984 PLAN 15952  
 APRIL 1979



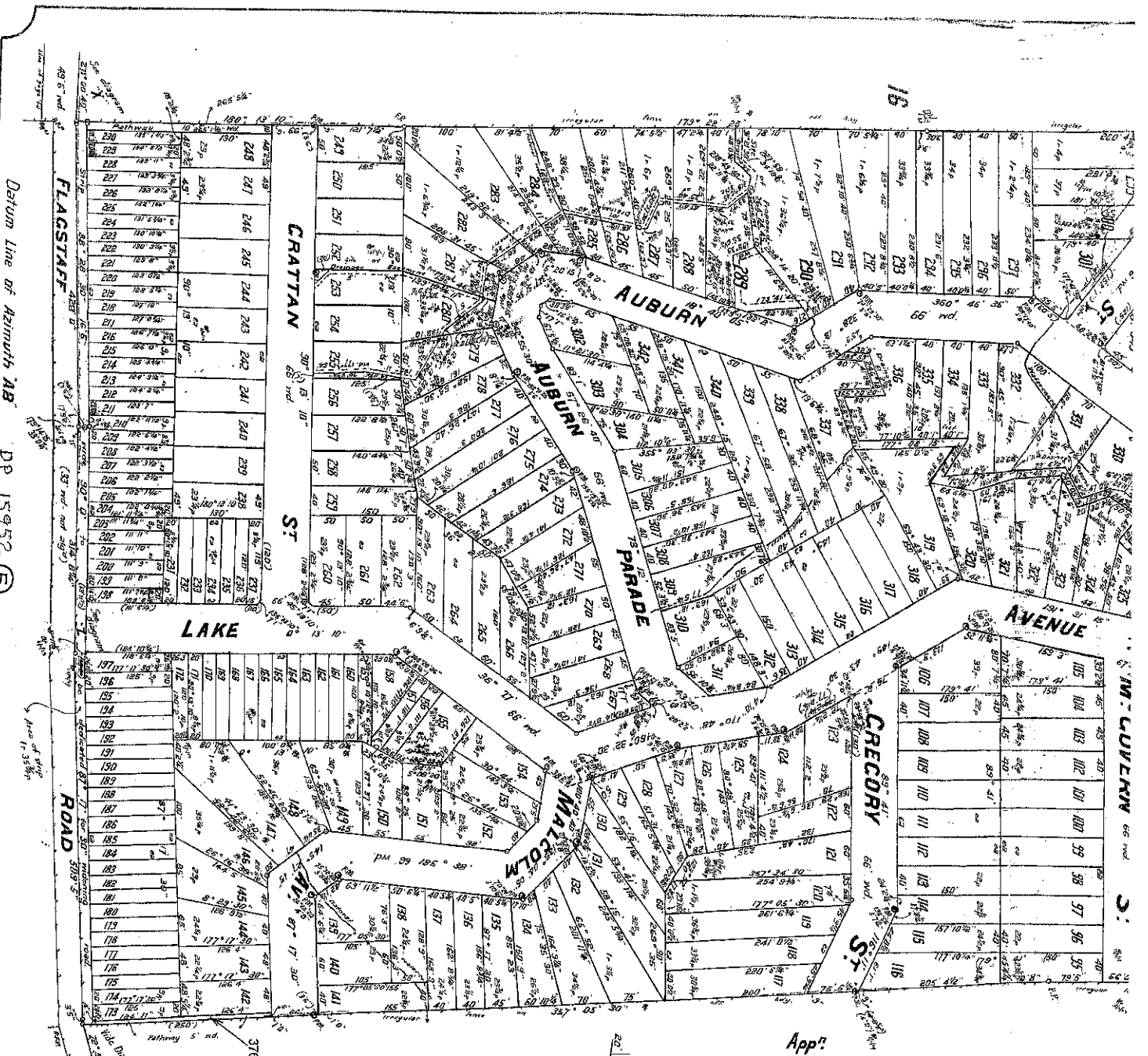
26158



New Roads, & Reserve to be dedicated to the Public, vide to be dedicated to the Public. Permanent marks are Concrete Blocks shown, this @ Restrictive Covenants (7-20) is contained in the Transfers of Land.

All setbacks are 5' except where otherwise shown.



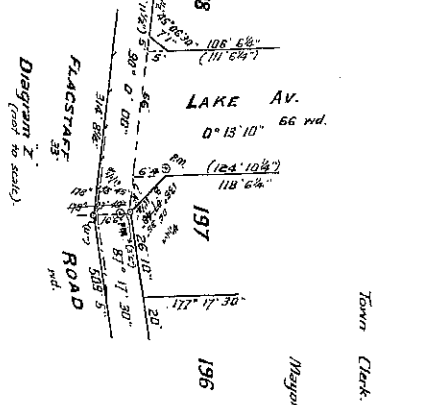


Datum Line of Airmath AB DP 15952 E

DP15952

Date of Survey August 1928

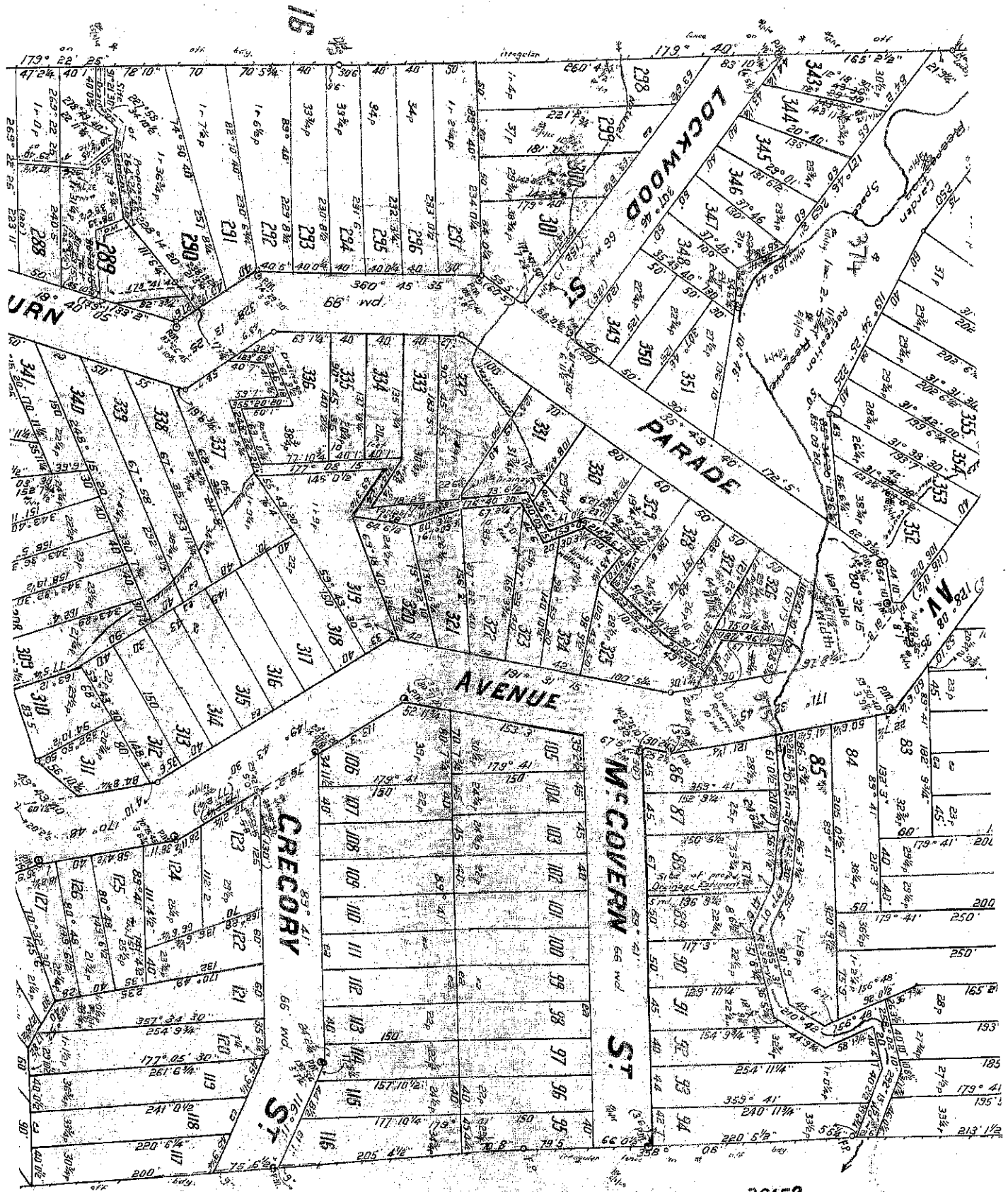
I, Hugh Davis, Municipal Clerk of the Municipal Council of the Municipality of ...  
 do hereby certify that the above is a true and correct copy of the ...  
 as shown to me by the Surveyor-General on the 15th day of August 1928.  
 H. Davis  
 Municipal Clerk



Approved by the Council of the Municipality of ...  
 Council Minutes and covered by Town Clerk's Certificate No. ...  
 Mayor  
 Town Clerk







App:



1142252

APR 21 10 00 1966

R.P. 13



No. 305261

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)



Fees: -  
Lodgment  
Endorsement

135.00

21.4.66

(Trusts must not be disclosed in the transfer.)  
Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

- a If a lease estate, strike out "in fee simple" and insert the required alteration.
- b State in full the name of the person who furnished the consideration monies.
- c Show in BLOCK LETTERS the full name, postal address, and description of the person taking.
- d If more than one person is taking state which of them hold as joint tenants or tenants in common.

The description may refer to the foliaged residue of the land in a certificate or grant (eg. Transfer No. ...) or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in a plan filed in the Office of the Registrar-General (eg. "and being lot ... D.P. ...").  
Unless authorised by Reg. 68 of the Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

A very short note will suffice.  
Execution in New South Wales may be proved if the instrument is signed, acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.  
As to instruments executed elsewhere, see Section 187 of the Real Property Act, 1900, Section 168 of the Conveyancing Act, 1919, and Section 62A of the Evidence Act, 1958.

Repeat attestation if necessary.  
If the Transferor 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.

I, JOHN MICHAEL FITZGERALD of Summer Hill, Law Student,  
(herein called transferor )  
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of TWO THOUSAND AND SIXTY POUNDS (£ 2,060.0.0) (the receipt whereof is hereby acknowledged) paid to me by

SPASE BUJAROSKI do hereby transfer to  
SPASE BUJAROSKI of 14 Steel Street, Cringila, Labourer  
(herein called transferee)

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:-

County	Parish	Reference to Title		Description of Land (if part only)
		Whole or Part	Vol. Folio	
CAMDEN	WOLLONGONG	PART	4826 305 455 109	being Lots 28, 29 63 and 64 in Deposited Plan Number 15952

And the Transferee covenants with the Transferor as per annexure "A" hereto.  
ENCUMBRANCES, &c., REFERRED TO  
Covenant contained in Transfer No. C.25426, C503208

Signed at Wollongong the 25<sup>th</sup> day of March, 1966.

Signed in my presence by the transferor  
JOHN MICHAEL FITZGERALD  
WHO IS PERSONALLY KNOWN TO ME

*John Fitzgerald*  
Transferor

Signed  
*Wollongong*

Signed in my presence by the transferee  
SPASE BUJAROSKI  
WHO IS PERSONALLY KNOWN TO ME

*Spase Bujaroski*

*Spase Bujaroski*  
Transferee(s)  
21-2-1966

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

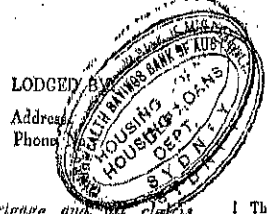
† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed by the attestation.  
4352 A

THIS SPACE TO BE LEFT FREE FROM NOTATION

NOT TO BE ALTERED BY ERASURE - See Foot Note

K 305261



No. \_\_\_\_\_

**PARTIAL DISCHARGE OF MORTGAGE**  
 (N.B.—Before execution read marginal note)

LODGED  
 Address  
 Phone

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed in my presence by \_\_\_\_\_  
 who is personally known to me. \_\_\_\_\_  
 Mortgagee.

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY**

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

Memorandum whereby 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 transfer.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.


Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
 Signed in the presence of— \_\_\_\_\_

**CERTIFICATE OF J.P., &c., TAKING DECLARATION OF 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 know \_\_\_\_\_ 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 \_\_\_\_\_ own handwriting, and that \_\_\_\_\_ he was of sound mind and freely and voluntarily signed the same.

To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER <i>Creating Covenant</i>	DOCUMENTS LODGED HEREWITH To be filled in by person lodging dealing
Checked by <i>Rb</i>	Particulars entered in Register Book  <i>6-6-1966</i>	1. _____ 4. _____ Received Docs. Nos. 2. _____ 5. _____ Receiving Clerk. 3. _____ 6. _____
Passed (in S.D.B.) by	at <i>APM</i>	<del>Withdrawn</del> Free from <i>RGX J558166 (TO REMAIN)</i>
Signed by <i>Jaworski</i>	 Registrar General	

**PROGRESS RECORD**

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<i>PH</i>	<i>17.5.66</i>
Draft examined	<i>Rb</i>	<i>18.5</i>
Diagram prepared	<i>Rb</i>	<i>23.5.66</i>
Diagram examined	<i>PH</i>	<i>18/5/66</i>
Draft forwarded	<i>PH</i>	<i>18/5/66</i>
Supt. of Engrs.	<i>PH</i>	<i>18/5/66</i>
Cancellation Clerk	<i>PH</i>	<i>23/6/66</i>

**FEE'S.**

The Fees, which are payable on lodgment, are as follows—

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £3. Where such instrument is to be entered on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 5s. is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is entered on the transfer.

VOL. 10334 Fol. 15  
 K305262 to follow

ANNEXURE "A"

This is Annexure marked "A" referred to in the Memorandum of Transfer between JOHN MICHAEL FITZGERALD as Transferor and SPASE BUJAROSKI as Transferee dated 25<sup>th</sup> day of March 1966.

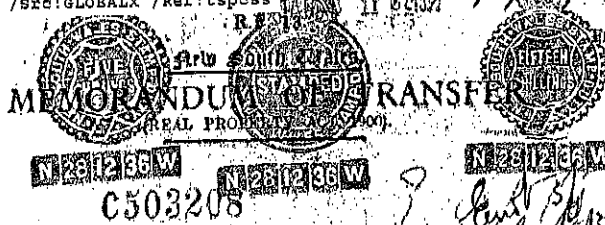
The Transferee covenants for himself his executors and administrators with the Transferor his executors administrators and assigns for the benefit of any adjoining land owned by the Transferor but only during the ownership thereof by the Transferor his executors administrators and assigns other than purchasers of sale that no fence shall be erected on the property hereby sold to divide it from such adjoining land without the consent of the Transferor his executors administrators and assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor his executors administrators or assigns and in favour of any person dealing with the Transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected, AND this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

SIGNED by the Transferee )  
who is personally known )  
to me - )  
In the presence of:

*Spase Bujaroski*

*David D. Brown*

iv. P.D.



JAN 7 11 20 AM  
Lodgment ...  
Endorsement ...  
Certificate ...  
12.6  
5.0  
17.6

C503208  
I, STEELTOWN HEIGHTS LIMITED

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of ONE THOUSAND AND SIXTY POUNDS

(£ 1060 ) (the receipt whereof is hereby acknowledged) paid to it by

JAMES PATRICK FITZGERALD of Berkeley near Unanderra Laborer

(herein called transferee)

do hereby transfer to the said transferee  
ALL such its Estate and Interest in ALL the land mentioned in the schedule following:—

(c)	County	Parish	State if Whole or Part	Vol.	Fol.
	CAMDEN	WOLLONGONG	Part of the land comprised in Certificate of Title Registered..... AND being lots 28, 29, 30, 31, 32 & 33 Deposited Plan Number 15962.	4372	98

And the transferee covenants with the transferor  
Subject to the ~~occupational~~ covenants ~~and conditions~~ annexed hereto marked "A" and signed by the Transferor and Transferee.

ENCUMBRANCES, &c., REFERRED TO:

Signed at Sydney  
the twenty first day of *Jan*  
Signed in my presence by the transferor  
STEELTOWN HEIGHTS LIMITED was hereunto  
attested by THOMAS JANUARIUS  
SMITH a Director in the presence  
of:—  
Signed *[Signature]*

the twenty first day of *Jan*  
*[Signature]*  
STEELTOWN HEIGHTS LIMITED  
Transferor

Signed in my presence by the transferee  
WHO IS PERSONALLY KNOWN TO ME

*J. P. Fitzgerald*  
Transferee  
Aix 877330

(Trusts must not be disclosed in the transfer.)  
If a less estate, strike out "in fee simple," and interline the required alteration.  
If two or more, state whether as joint tenants or tenants in common.  
If all the references cannot be conveniently inserted, a form of annexure (obtainable from R.P.O.) may be added. An annexure must be signed by the parties and their signatures witnessed.  
These references will suffice if the whole land in the grant or part to be transferred, if part only add "and being of Sec. D.P. or being the land shown in the plan annexed hereto, being the residue of the land in certificate (or grant) of Vol. ... of the Local Council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.  
Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-20. Here also should be set forth any right-of-way or easement or exception.  
Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

A very short note will suffice.  
If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a Justice of the Peace, or a Commissioner for Magistrates to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.  
Repeat attestation if necessary.  
If the Transferor 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."

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.  
† N.B.—Section 117 requires that the above Certificate be signed by Transferor or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.  
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

12317 9.55 81 4851  
373/4



No. **C503208**

LODGED BY

**CONSENT OF MORTGAGEE**

I, **PATRICK JOSEPH FITZGERALD** mortgagee under Mortgage No. **8756533**  
 release and discharge the land comprised in the within transfer from such mortgage and all claims  
 thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised  
 in such mortgage.

Dated at Wollongong this **twenty second**  
 day of **December** 19**36**

Signed in my presence by **PATRICK JOSEPH FITZGERALD** } **P J Fitzgerald**  
 who is personally known to me, **L. S. Church** }  
 who is personally known to me, **L. S. Church** }  
 who is personally known to me, **L. S. Church** }  
 who is personally known to me, **L. S. Church** }

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY**

(To be signed at the time of executing the within instrument.)

Memorandum whereby 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 transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Signed at the place and on the date above-  
 mentioned, in the presence of \_\_\_\_\_

This form is not appropriate in cases of delegation by trustees.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

**FORM OF DECLARATION BY ATTESTING WITNESS**

Appeared before me at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, one thousand  
 nine hundred and thirty \_\_\_\_\_ 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 \_\_\_\_\_ 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.

**MEMORANDUM OF TRANSFER** of

**Acres** \_\_\_\_\_ **roods** \_\_\_\_\_ **perches** \_\_\_\_\_  
**Lot 21, 22, 23, 24 and 25, D.P. 1072**  
**(City of Wollongong)**  
**subject to covenant**  
**in favour of**  
**Central Wollongong**  
**Parish Wollongong** County **London**  
**James Patrick Fitzgerald** Transferred.

Particulars entered in Register Book, Vol. **478** Fol. **96**  
 the **22nd** day of **February** 19**37**  
 at \_\_\_\_\_ minutes **3** o'clock in the **after** noon.  
**Registrar-General**

**DOCUMENTS LODGED HEREWITH**

To be filed in by person lodging dealing.

Nature	No.	Reg'd Propri. A/t'gor, etc.

SPACES FOR DEPARTMENTAL USE

**PROGRESS RECORD**

Sent to Survey Branch...	14/1
Received from Records...	15/7
Draft written ...	15/8
Draft examined...	16/2
Diagram prepared ...	16/3
Diagram examined ...	16/2
Draft forwarded ...	16/2
Capt. of Engrappers	
Cancellation Clerk	
Vol. <b>4826</b> Fol. <b>205</b>	

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or Notary Public.  
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Etc. Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.  
 The fees are — Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 2/6. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.  
 Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.



C503208

"A"

(AND in consideration of the within Transfer the Transferee for himself and so as to bind not only the Transferee his executors administrators and assigns but also the land hereby transferred and the successive owners and tenants thereof covenants with the Transferor and its assigns:-

THAT the Transferee his executors administrators and assigns shall not at any time hereafter use or permit or allow the said land to be used for the purposes of (a) a quarry or (b) the manufacture or winning of bricks tiles or pottery wares, and that no advertisements hoarding or other similar erection of an unsightly nature shall be erected or placed on the said land And shall not at any time during the period of ten years from the 1st January 1928 erect any residence upon the said land of any material other than brick or stone or weatherboard or such other material as may be approved of by the said Transferor and the local Council and not more than one such residence upon each allotment which residence shall contain not less than four rooms and cost not less than \$400, and shall stand back at least fifteen feet from the alignment of the street.

AND for the purpose of Section 88 of the Conveyancing Act 1919 it is hereby further agreed and declared that:

- (a) The land to which the above covenant is intended to be appurtenant is the whole of the land comprised in Certificate of Title Volume 4278-Folio 96 other than the land comprised in the within Transfer.
- (b) The land which is to be subject to the burden of the above covenant is the land comprised in the within Transfer.
- (c) The above Covenant may be released varied or modified with the consent of the Transferor.

THIS is the annexure marked with the letter "A" referred to in the annexed Memorandum of Transfer by Steeltown Heights Limited to James Patrick Fitzgerald

THE COMMON SEAL of STEELTOWN HEIGHTS LIMITED was hereunto affixed by THOMAS JANUARIUS SMITH a Director in the presence of:



SIGNED in my presence by the Transferee who is personally known to me

J. P. Fitzgerald Transferee

THE COMMERCIAL BANKING COMPANY OF SYDNEY LIMITED Mortgagee under Mortgage Number B904877 DOB HEREBY release and discharge from such Mortgage the land comprised in Memorandum of Transfer from Steeltown Heights Limited to JAMES PATRICK FITZGERALD being part of the land comprised in Certificate of Title Registered Volume 4278 Folio 96 and being Lots 23, 29, 63, 64 & 65 as shown on Deposited Plan Number 16952 but without prejudice to its rights powers and remedies as regards the balance of the land comprised in such Mortgage and as against the Mortgagee and all sureties (if any) and the property comprised in any other security or document.

DATED this Eighteenth day of December 1936.

The Seal of The Commercial Banking Company of Sydney Limited was hereunto affixed by the authority of the Directors previously given and in the presence of Yours truly, William Davis, Director, together with the General Manager of the Company, who had signed this Mortgage.

DIRECTORS

GENERAL MANAGER

**G. KENVON & SO**  
LEGAL AGENTS  
and Law Solicitors  
CASTLELEIGH MANAGERS  
110 CASTLELEIGH ST. SYDNEY

<b>CERTIFICATE</b>	<b>202001124</b>
Issued	9 March 2020
Certificate Type	Sections 10.7(2) & (5)
Fee	\$133.00
Your Reference	MOORE 1247:174085
Council Property Reference	462336

CS Conveyancing Services

## PLANNING CERTIFICATE

Issued Under Section 10.7 of the Environmental Planning and Assessment Act 1979

<b>PROPERTY DETAILS</b>	Legal Description	Lot 28 DP 15952
	Location	9 Fitzgerald Street CRINGILA NSW 2502

This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.

### SECTION 10.7 (2) DETAILS

As at the date of this certificate, the following prescribed matters under section 10.7(2) of the Act relate to the abovementioned land:

## 1. NAMES OF RELEVANT PLANNING INSTRUMENTS & DEVELOPMENT CONTROL PLANS

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

Wollongong Local Environmental Plan 2009

### State Environmental Planning Policies

- State Environmental Planning Policy (Sydney Drinking Water Catchment) 2011
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (Urban Renewal) 2010
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Exempt and Complying Codes) 2008
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (State Significant Precincts) 2005
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy No 70 Affordable Housing (Revised Schemes)
- State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy No. 64 – Advertising and Signage  
State Environmental Planning Policy No. 55 – Remediation of Land  
State Environmental Planning Policy No. 50 – Canal Estate Development  
State Environmental Planning Policy No. 36 – Manufactured Home Estates  
State Environmental Planning Policy No. 33 – Hazardous and Offensive Development  
State Environmental Planning Policy No. 21 – Caravan Parks  
State Environmental Planning Policy – (Vegetation in Non Rural areas) 2017  
State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017  
State Environmental Planning Policy (Primary Production and Rural Development) 2013  
State Environmental Planning Policy (Koala Habitat Protection) 2019

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

Draft State Environmental Planning Policy - Infrastructure – Amendment (Shooting Ranges) 2013  
Draft State Environmental Planning Policy - Infrastructure – Amendment (Sport and Recreation) 2013

Explanation of Intended Effect – Proposed Draft Environment SEPP (2017)

Explanation of Intended Effect – Proposed Repeal of Two Operational SEPPs – SEPP 1 Development Standards and SEPP (Miscellaneous Consent Provisions) 2007 (2017)

Explanation of Intended Effect – Proposed new Remediation of Land SEPP and the Draft Planning Guidelines

Explanation of Intended Effect – Proposed Amendment to SEPP (Affordable Rental Housing) 2009

Explanation of Intended Effect – Proposed Amendment to SEPP Three Ports 2013

Explanation of Intended Effect - Proposed Amendment to SEPP - Short Term Rental Accommodation

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

**Wollongong Development Control Plan 2009**

Wollongong Development Control Plan 2009, contains detailed development controls which supplement the provisions of Wollongong Local Environmental Plan 2009.

**Note:** The Wollongong Development Control Plan 2009 should be consulted to ascertain its full effect on the land.

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

## 2. ZONING AND LAND USE UNDER RELEVANT LEPS

Wollongong Local Environmental Plan 2009.

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policy) that includes the land in any zone (however described):

- (a) the identity of the zone, whether by reference to a name (such as “Residential Zone” or “Heritage Area”) or by reference to a number (such as “Zone No 2(a)”)

R2 – Low Density Residential

- (b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent

Home occupations.

- (c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home based child care; Hospitals; Hostels; Information and education facilities; Jetties; Manor houses, Multi dwelling housing; Neighbourhood shops; Oyster aquaculture, Places of public worship; Pond-based aquaculture, Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Signage; Tank-based aquaculture, Veterinary hospitals.

- (d) the purposes for which the instrument provides that development is prohibited within the zone.

Any development not specified in subclause (2) or (3).

**Note:** For subdivision consent requirements see Clause 2.6, of Wollongong Local Environmental Plan 2009.

Demolition of a building or work requires consent see Clause 2.6AA, of Wollongong Local Environmental Plan 2009.

Development below the mean high water mark requires consent see Clause 5.7, of Wollongong Local Environmental Plan 2009.

**Note:** Wollongong Local Environmental Plan 2009 should be consulted to ascertain its full effect on the land.

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

See Clauses 4.1, 4.1AA, 4.1A, 4.1B, 4.2 and 4.2A of the Local Environmental Plan.

**(f) Whether the land includes or comprises critical habitat**

Nil

**(g) Whether the land is in a conservation area (however described)**

Nil

**(h) Whether an item of environmental heritage (however described) is situated on the land**

Nil

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

To the extent that the land is within any zone (however described) under:

- (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or
- (b) a Precinct Plan (within the meaning of the 2006 SEPP),
- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a) – (h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

Not Applicable.

## **3. COMPLYING DEVELOPMENT**

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

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

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

Note: For land to which State Environmental Planning Policy (Three Ports) 2013 applies, Exempt and Complying Development is detailed under clauses 24 and 25 of this SEPP.

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

- (1) Subject to the terms of each code, and the zoning of the land, complying development may be carried out for the following codes to the extent that the land has no affectation.
- Part 2 - Exempt Development Code
  - Part 3 - Housing Code (R1, R2, R3, R4, RU5)
  - Part 3A - Rural Housing Code (RU1, RU2, RU3, RU4, RU6, R5)
  - Part 3B - Low Rise Medium Density Housing Code (Commencement deferred until 31 October 2019)
  - Part 4 - Housing Alterations Code
  - Part 4A - General Development Code
  - Part 5 - Commercial and Industrial (Alterations) Code
  - Part 5A - Commercial and Industrial (New Buildings and Additions) Code
  - Part 5B - Container Recycling Facilities Code
  - Part 6 - Subdivisions Code
  - Part 7 - Demolition Code
  - Part 8 - Fire Safety Code

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

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

*Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on the land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993*

Not applicable

#### **5. MINE SUBSIDENCE**

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

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

#### **6. ROAD WIDENING AND ROAD REALIGNMENT**

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

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

**(b) Any environmental planning instrument or**

**(c) Any resolution of the council**

Council has no record that the land is affected by any Road Widening or Road Realignment under:

- a) Division 2 of Part 3 of the *Roads Act 1993*, or
- b) any environmental planning instrument, or
- c) any resolution of the Council.

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

**Whether or not the land is affected by a policy:**

**a) adopted by the council, or**

**b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils or any other risk (other than flooding).**

Council has adopted "Wollongong Development Control Plan 2009 – Chapter E12 Geotechnical Assessment".

Council has adopted Acid Sulfate Maps, Wollongong Local Environmental Plan 2009 – Clause 7.5 Acid Sulfate Soils.

Council has adopted "Wollongong Development Control Plan 2009 – Chapter E16 Bushfire Management". The Rural Fire Service has endorsed the Bush Fire Prone Land map.

Unhealthy Building Land Policy, adopted by the Environmental Protection Authority.

Council has adopted Wollongong City Council Coastal Zone Study (Cardno, Lawson, Treloar 2010).

## **7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

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

Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls as contained in Wollongong Development Control Plan 2009 Chapter E13 Floodplain Management and Wollongong Local Environmental Plan 2009 Clause 7.3 Flood Planning.

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



Development on the land or part of the land for any other purpose is subject to flood related development controls as contained in Wollongong Development Control Plan 2009 Chapter E13 Floodplain Management and Wollongong Local Environmental Plan 2009 Clause 7.3 Flood Planning.

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

Further flood information relating to this parcel of land is available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

## **8. LAND RESERVED FOR ACQUISITION**

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

Nil.

## **9. CONTRIBUTION PLANS**

**The name of each contributions plan applying to the land.**

**Wollongong City Wide-Development Contributions Plan**

This plan levies contributions under Section 7.12 of the *Environmental Planning and Assessment Act 1979 (NSW)*. The Contribution is calculated based on the proposed cost of carrying out development and, where applicable, the requirement to pay contributions will be included in any development consent or complying development certificate issued. Further information is available from Councils website.

## **9A. BIODIVERSITY CERTIFIED LAND**

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

Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

Nil.

## **10. BIODIVERSITY STEWARDSHIP SITES**

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

Note: Biodiversity stewardship agreements include bio-banking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

Nil

## **10A. NATIVE VEGETATION CLEARING SET ASIDES**

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

Nil

## **11. BUSH FIRE PRONE LAND**

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

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

The land is not recorded in Council's records as bushfire prone land.

## **12. PROPERTY VEGETATION PLANS**

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

Council has not been notified that the land is affected by a Property Vegetation Plan issued under the Native Vegetation Act 2003.

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

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

Council has not been notified of an order.

## **14. STATE SIGNIFICANT DEVELOPMENT**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

Nil

## **STATE SIGNIFICANT INFRASTRUCTURE**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

Nil

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

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

- (1) A statement of whether there is a current, site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the head office of the Department of Planning,and
- (2) A statement setting out any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004

Nil

## **16. SITE COMPATIBILITY CERTIFICATE FOR INFRASTRUCTURE**

A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

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

State Environmental Planning Policy (Infrastructure) 2007

Nil

## **17. SITE COMPATIBILITY CERTIFICATE AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
  - (a) the period for which the certificate is current, and
  - (b) that a copy may be obtained from the head office of the Department.
- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Nil

## 18. PAPER SUBDIVISION INFORMATION

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

Nil

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

Not applicable

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

## 19. SITE VERIFICATION CERTIFICATES

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

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

- (b) the date on which the certificate ceases to be current (if any), and
- (c) that a copy may be obtained from the head office of the Department.

Nil

## 20. LOOSE-FILL ASBESTOS INSULATION REGISTER

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

For register information contact [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

Nil

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

- (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.
- (2) A statement of:
- (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and
  - (b) Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.
- (3) In this clause: affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017. building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

Affected building notice has the same meaning as Part 4 of the Building Products (Safety) Act 2017 No 69

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017 No 69

Nil.

## **CONTAMINATED LAND MANAGEMENT ACT 1997**

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

- (a) that the land to which the certificate relates is significantly contaminated within the meaning of that Act- if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of the Act- if it is subject to such an order at the date when the certificate is issued,
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate

Council has not been advised that:

- a) The land is significantly contaminated land within the meaning of the Contaminated Land

Management Act 1997

- b) The land is subject to a management order within the meaning of the Contaminated Land Management Act 1997
- c) The land is subject to an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997
- d) The land is subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997
- e) The land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

### **SECTION 10.7 (5) DETAILS**

As at the date of this certificate, the following additional information, provided in good faith pursuant to section 10.7 (5) of the Act, relate to the abovementioned land. Council has selected these matters as those most likely to be of concern but they do not comprise an exhaustive list of matters likely to affect the land.

When information pursuant to section 10.7 (5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7 (6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter referred to in this certificate.

### **RESOLUTION TO PREPARE PLANNING PROPOSAL**

Council on 17 July 2017 resolved to commence the preparation of a draft Planning Proposal to introduce Housing Affordability provisions or SEPP 70 Housing Affordability provisions into the Wollongong Local Environmental Plan 2009. The form of the provisions will be subject to a future report and subsequent community consultation.

### **PROPOSED DRAFT DEVELOPMENT CONTROL PLANS**

The following plans have been placed on exhibition pursuant to the provisions of section 3.43 of the Environmental Planning and Assessment Act 1979:

#### **Draft Development Control Plan 2009 Review**

The Wollongong Development Control Plan 2009 came into force on 3 March 2010. The following draft chapters are available for public exhibition.

D16 Draft Neighbourhood Plans for various lots – West Dapto Urban Release Area  
E13 Floodplain Management  
E14 Stormwater Management

### **LAND STABILITY**

Council's land constraint/stability assessment maps do not show that the land is located in an area where landslip and/or subsidence have occurred, or where land instability is suspected. If you have any doubt as to whether the land is affected by landslip and/or subsidence the services of a suitably qualified engineer should be obtained.

**Note:** the advice provided by Council in respect of the stability of the land is based on information contained in Council's land constraint maps. The maps have been compiled from data received by Council and considered by Council to be reasonably reliable. Council does not warrant that its land constraint maps contain all information ever received by Council relating to the stability of the land.

## **FLOOD AND DRAINAGE**

Council records indicate that this property is **Not Identified as Flood Affected**.

Council's flood maps do not show that the land is located in an area where flooding has occurred or is suspected. If you have any doubt as to whether the land is affected by flooding the services of a suitably qualified engineer should be obtained.

**Note 1:** Some land may experience water inundation as a result of the creation of stormwater detention basins or channels or flow paths in the course of development of the land.

**Note 2:** Advice given by Council relating to the likelihood of land being flooded or the nature or extent of such flooding is based on information contained in Council's flood maps. The maps are compiled from data received by Council and/or studies prepared by Council and considered by Council to be reasonably reliable. Council does not warrant that its flood maps contain all information ever received by Council relating to the likelihood of land being flooded or the nature or extent of any such flooding.

Please note that flood information may change due to Council's flood study and Floodplain Risk Management Study currently being reviewed. As part of the review, design parameters for these studies are changing, and therefore the flood levels, velocities and flood risks may vary from the current flood study.

## **ACID SULFATE SOILS**

Nil.

## **CONTAMINATED LAND**

No advice provided.

## **STATE SIGNIFICANT DEVELOPMENT**

Nil.

## **BUILDING LINES**

Wollongong Development Control Plan 2009 details the setbacks applicable to the land.

## **OTHER HERITAGE MATTERS KNOWN TO COUNCIL**

### **Aboriginal Heritage**

All development within the Wollongong Local Government Area is subject to the Aboriginal Heritage requirements of the National Parks and Wildlife Act 1974. To determine if your property is affected by an Aboriginal Site, it is recommended that an Aboriginal Heritage Information Management System (AHIMS) search be undertaken by contacting the AHIMS Administrator on (02) 9995 5000. Further detail on Council's Aboriginal Heritage requirements for Development is contained within Chapter E10 of the Wollongong Development Control Plan 2009.

## **DEVELOPMENT HISTORY**

Application may be made for a Building Certificate under section 10.7B of Environmental Planning and Assessment Act 1979 if written certification of existing buildings on the land is required.

The history of development consent approval applicable to the land may be obtained by consulting the Development Consent Register. Enquiries concerning the register may be made at Council's Customer Service Centre, 41 Burelli Street Wollongong during office hours.

## **LOOSE-FILL ASBESTOS**

Council recommends you make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the Council also strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Contact NSW Fair Trading for further information.

## **OTHER INFORMATION**

### **Illawarra Shoalhaven Regional Plan**

The Department of Planning and Environment released the Illawarra Shoalhaven Regional Plan, November 2015. The strategy is the NSW Government 25 year land use strategy for the Illawarra Region.

### **Threatened Species – Green and Golden Bell Frog (*Litoria aurea*)**

This land provides habitat for a population of Green and Golden Bell Frog (*Litoria aurea*). This species is listed as Endangered under Part 1 Schedule 1 of the NSW *Threatened Species Conservation Act 1995* and as Vulnerable under the Commonwealth *Environment Protection and Biodiversity Conservation Act 1999*. The presence of this species may restrict the development potential of the land. The nature and extent of any threatened species or cultural heritage constraints should be determined following an assessment of the land by a qualified and experienced ecologist/consultant.

## **GENERAL INFORMATION**

The following general information is brought to the attention of land owners.



## 1. Tree Management Policy

The Wollongong Tree Management Policy allows proper assessment to be made of the environmental importance and viability of trees before they are pruned, removed or damaged in any way. This Policy prohibits the ringbarking, cutting down, topping, lopping, removing, injuring or destruction of any tree except with the prior written consent of Council.

The Tree Management Policy applies to any tree that:

- Is 3 metres or more in height,
- Has a trunk diameter of 200mm or more at a height of 1 metre from the ground, or
- Has a branch spread of 3 metres or more

Please note that:

- A dead/dying tree is subject to the Tree Management Policy
- Pruning of major structural or anchor roots is also subject to the Tree Management Policy

Some trees may be exempt and do not require a permit to prune or remove them. Following is a list of the exempt tree species:

Salix Species	Willow
Erythrina X Sykesii	Coral Tree
Cupressus Macrocarpa "Brunniana"	Golden Cypress
Laganuria Pattersonii	Itchy Pod Tree
Harpephyllum Caffrum	Kaffir Plum
Syagrus Romanzoffina	Cocos Palm
Poplar Species	Poplar
Ficus Elastica "Decora" and hybrids	Ornamental Rubber tree
Ligustrum Lucidum	Large Leafed Privet
Cinnamomum Camphora	Camphor Laurel
Schefflera Actinophylla	Umbrella Tree
False Acacia	Black Locust
Peppercorn	Pepper Tree
Alnus	Alder
Acer negundo	Box Elder

For the full list of other exemptions please refer to the Tree Management Policy document available via Council's website.

Any person acting on a permit issued under this Policy must comply with all conditions of that permit.

Any person who contravenes, or causes or permits the contravention of this Policy is guilty of an offence under the Environmental Planning and Assessment Act 1979.

Development Consents may contain restrictions relating to trees.

Further information regarding Council's Tree Management Policy including how to lodge an application can be made by contacting Council's Customer Service on telephone 4227 7111. Alternatively information can be obtained from Council's website via the following link <http://www.wollongong.nsw.gov.au/services/household/trees/Pages/Lodgeatmp.aspx>.

## **2. Termite Management for Buildings**

Australian Standards 3660.1-2000 (New Buildings) AS 3660.2-2000 (Existing Buildings) Termite Management, recommends that buildings be inspected and be maintained in order to achieve termite management of buildings. Licensed Pest Control Contractors should be contacted to achieve necessary termite control.

## **3. Lead Paint and Building Renovations**

Your attention is drawn to the hazards associated with lead-based paints during building renovation. Suitable precautions should be taken when removing flaking paint or sanding painted surfaces suspected to have been treated with lead-based paint to prevent contamination of the immediate environment and associated health risk from lead dust.

AS 4361 – Part 2 – Guide to Lead Paint Management – Residential and Commercial.

## **4. Sewage Management Systems**

Where a property has on-site sewage management system (this includes septic tanks, disposal trenches, aerated waste water treatment systems, composting toilets and pump out systems) the new owner must obtain an “Approval to Operate” from Council within 3 months of land ownership being transferred or otherwise conveyed.

## **5. Asbestos**

Exposure to asbestos is a serious health hazard. In Australia, asbestos was gradually phased out of building materials in the 1980s and the supply and installation of asbestos containing goods has been prohibited since 31 December 2003. However, asbestos legacy materials still exist in many homes, buildings and other assets and infrastructure.

Council on the 27 October 2014 adopted an Asbestos policy which states Council’s commitment to and responsibilities for safely managing asbestos, and provides information for Council and the local community on safely managing asbestos. The policy can be viewed on Council’s website: [www.wollongong.nsw.gov.au](http://www.wollongong.nsw.gov.au).

## **6. Loose-Fill Asbestos Insulation**

Some residential homes located in NSW have been identified as containing loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licenced asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the buildings occupants.

Contact NSW Fair Trading for further information.

## **7. Building Product Use Ban**

On 10 August 2018, the Commissioner of Fair Trading, Department of Finance, Services and Innovation issued, by way of a notice, a Building Product Use Ban under Section 9(1) of the Building Products (Safety) Act 2017. This notice prohibited the use of Aluminium Composite Panels (ACPs) with a core of greater than 30 percent Polyethylene (PE) by mass (“the building product”) in any external cladding, external wall, external insulation, faced or rendered finish in certain classes of buildings under the National Construction Code and subject to certain exceptions. The ban commenced operation on Wednesday 15 August 2018.

You should undertake your own inquiries as to whether any of the Panels referenced in the Building Product Use Ban have been utilised in the building.

This letter is authorised by:

**Jamie Turner**  
LIS Information Officer Section 10.7 Planning Certificates  
Wollongong City Council  
Telephone (02) 4227 7111

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD  
SEWERAGE SERVICE DIAGRAM

Municipality of C.of W.  
Cringila

No. 50576  
Bijonaski

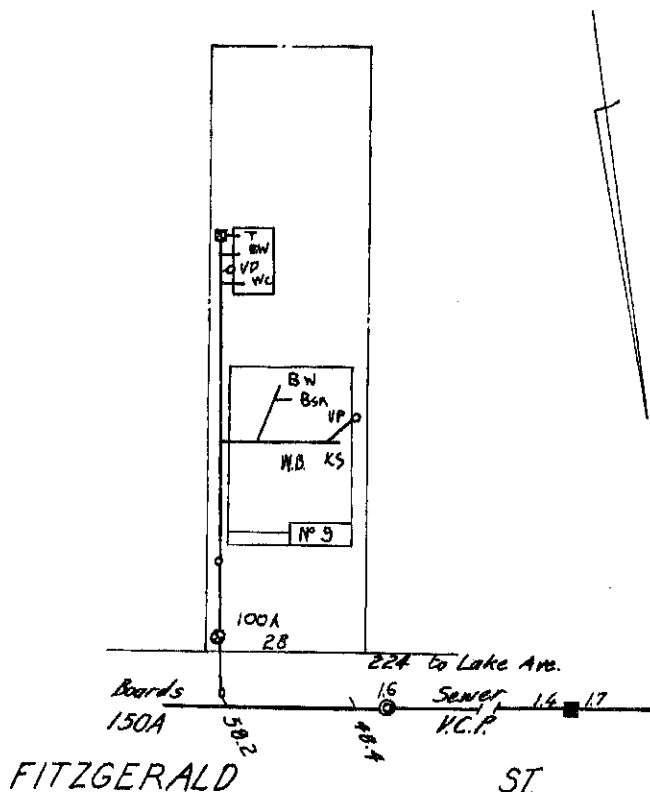
- Boundary Trap
- ⊕ Inspection Shaft
- Pit
- ▨ GI Grease Interceptor
- ⊗ Gully
- ⊠ PT P Trap

- SYMBOLS AND ABBREVIATIONS**
- RV Reflux Valve
  - ⊖ Cleaning Eye
  - VERT Vertical Pipe
  - VP Vent Pipe
  - SVP Soil Vent Pipe
  - DCC Down Cast Cowl
  - IP Induct Pipe
  - MF Mica Flap
  - T Tubs
  - KS Kitchen Sink
  - WC Water Closet
  - BW Bath Waste

- Bsn Basin
- Shr Shower
- WIP Wrought Iron Pipe
- CIP Cast Iron Pipe
- FW Floor Waste
- WM Washing Machine

**SEWER AVAILABLE**

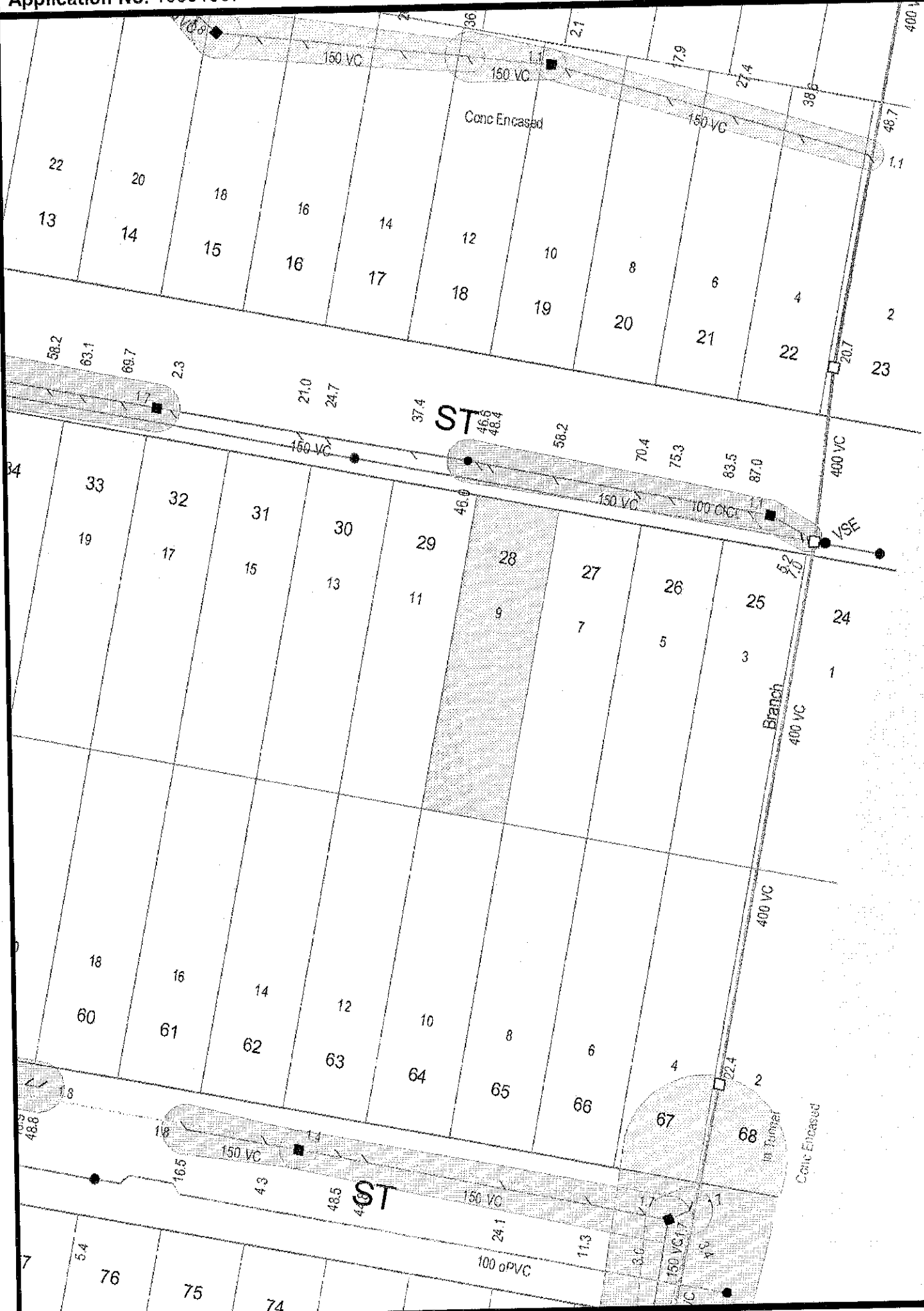
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. 96 60546 W.C.s. \_\_\_\_\_  
SHEET No. B.5A0 U.C.s. \_\_\_\_\_ **Scale 1 : 500** For House Services Engineer

DRAINAGE		BRANCH OFFICE		PLUMBING	
.....W.C.	Supervised by	Date	Date.....	Supervised by	Date
.....Bth.	Inspector	.....	Outfall <u>Wollangong</u> LL	Inspector	.....
.....Shr.			Drainer.....		
.....Bsn.	Chief Inspector	.....	Plumber.....	<b>5067 240</b>	
.....K.S.			Boundary Trap		
.....T.	.....	.....	...../is not required		
.....Plg.	Tracing Checked.....	.....	.....		
Dge. Int.					
Dge. Ext.					

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

[\(/web/\)](#)

tspcss



[Home \(/web/Home/Home\)](#) > [Land & Property \(/web/Home/LandProp\)](#) > [NSW Property Certificates](#)

## NSW Property Certificates

### Order Summary

Please note that this is an order summary. A tax invoice will be issued on your next billing cycle.

**Matter Reference** moore1247  
**Order Id** OR-OV0JAWJCRP76J  
**Expected Completion Date** Tue Mar 17 2020

### Property Details

Title Ref	Address	Parish	County	Council	Proprietor
28/15952	9 FITZGERALD ST CRINGILA NSW 2502	WOLLONGONG	CAMDEN	WOLLONGONG	DANIEL ANTHONY

### Certificates

Name	Authority	Delivery	Quantity	Unit Cost	Sub Total
Service Location Print	Sydney Water	7	1 per lot	\$13.20	\$13.20
Sewer Service Diagram	Sydney Water	7	1 per lot	\$36.90	\$36.90

Service fee ex GST: **\$0.00**  
 Running total ex GST: **\$50.10**  
 GST: **\$5.01**  
 Running total inc GST: **\$55.11**

### Order Notes:

Prices are subject to change until the order has been completed. The prices listed above should not be relied upon for billing or on-charging purposes, instead refer to your online billing.

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Corona Projects  
PO BOX 1749  
BONDIJUNCTION NSW 1355

**APPLICATION**  
Determination  
Approval Authority  
Endorsement Date

**DA-2018/1198**  
Conditionally Approved  
Wollongong City Council  
19 November 2018

**Issued under Section 4.16 of the Environmental Planning and Assessment Act 1979**

The development application described below has been determined:

<b>Description</b>	Residential - works to ground floor of dwelling for use as secondary dwelling
<b>Location</b>	Lot 28 DP 15952 9 Fitzgerald Street, CRINGILA NSW 2502

Consent has been granted subject to the following conditions:

#### Approved Plans and Specifications

- 1 The development shall be implemented substantially in accordance with the details and specifications set out on Drawing sheet 00 to 03 dated September 2018 prepared by Corona Projects and any details on the application form, and with any supporting information received, except as amended by the conditions specified and imposed hereunder.

#### General Matters

- 2 **Construction Certificate (Upgrade Works relating to Building Code of Australia)**  
A Construction Certificate must be obtained from Council or an Accredited Certifier prior to work commencing.  
  
A Construction Certificate certifies that the provisions of Clauses 139-148 of the Environmental Planning and Assessment Amendment Regulations, 2000 have been satisfied, including compliance with all relevant conditions of Development Consent and the Building Code of Australia.  
  
**Note:** The submission to Council of two (2) copies of all stamped Construction Certificate plans and supporting documentation is required within two (2) days from the date of issue of the Construction Certificate, in the event that the Construction Certificate is not issued by Council.
- 3 **Building Work - Compliance with the Building Code of Australia**  
All building work must be carried out in compliance with the provisions of the Building Code of Australia.
- 4 **Occupation Certificate**  
An Occupation Certificate must be issued by the Principal Certifying Authority prior to occupation or use of the development. In issuing an Occupation Certificate, the Principal Certifying Authority must be satisfied that the requirements of section 6.9 of the Environmental Planning and Assessment Act 1979, have been complied with as well as all of the conditions of the Development Consent.

- 5     **Use of Laundry**  
The laundry on the lower floor of the building is to be associated with the principal dwelling only and shall be exclusively used by the residents of that dwelling.
- 6     **Use of Storage**  
The storage area located on the lower floor of the building is to be associated with the principal dwelling only and shall be exclusively used by the residents of that dwelling.

**Prior to the Issue of the Construction Certificate**

- 7     **Present Plans to Sydney Water**  
Approved plans must be submitted online using Sydney Water Tap, available through [www.sydneywater.com.au](http://www.sydneywater.com.au) to determine whether the development will affect Sydney Water's sewer and water mains, stormwater drains and/or easements, and if further requirements need to be met.
- The Certifying Authority must ensure that Sydney Water has issued an approval receipt prior to the issue of a Construction Certificate.
- Visit [www.sydneywater.com.au](http://www.sydneywater.com.au) or telephone 13 20 92 for further information.

- 8     **Building Code of Australia – Fire Safety Upgrade**  
The following information will be required to be detailed on the plans or supporting documentation to the accredited certifier, prior to the issue of the Construction Certificate. This condition relates to fire safety upgrade considerations under Clause 94 of the Environmental Planning & Assessment Regulation 2000 and relates to the whole building. The upgrade work shall be carried out in accordance with the National Construction Code Series (BCA) Volume 1:

- Smoke Hazard Management System in accordance with Part E2 of the BCA (applicable to Class 2 buildings).
- Lightweight construction of building elements to achieve the required FRL as specified in Specification C1.1 of the BCA.
- Fire seals, in accordance with Part C3.15 of the BCA, to protect any openings for service installations located within building elements associated with the separation of the two dwellings and required to achieve a specified fire resistance level.
- External walls required to be upgraded to comply with Specification C1.1 and any openings required to be protected in accordance with Part C3.4 of the National Construction Code Series Volume 1 (BCA).

The above fire safety measures must be installed within both dwellings to a standard of performance not less than that specified in this condition and included on the fire safety schedule. All required works must be completed prior to the issue of an Occupation Certificate.

**Prior to the Commencement of Works**

- 9     **Appointment of Principal Certifying Authority**  
Prior to commencement of work, the person having the benefit of the Development Consent and a Construction Certificate must:
- a     Appoint a Principal Certifying Authority (PCA) and notify Council in writing of the appointment irrespective of whether Council or an accredited private certifier is appointed; and
  - b     notify Council in writing of their intention to commence work (at least two days notice is required).

The Principal Certifying Authority must determine when inspections and compliance certificates are required.

- 10    **Residential Building Work – Compliance with the Requirements of the Home Building Act 1989**  
Building work involving residential building work within the meaning of the Home Building Act



1989 must not be carried out unless the Principal Certifying Authority for the development to which the work relates

- a in the case of work to be done by a licensee under that Act:
  - i has been informed in writing of the licensee's name, contractor license number and contact address details (in the case of building work undertaken by a contractor under the Home Building Act 1989); and
  - ii is satisfied that the licensee has complied with the requirements of Part 6 of the Home Building Act 1989; or
- b in the case of work to be done by any other person:
  - i has been informed in writing of the persons name, contact address details and owner-builder permit number; and
  - ii has been given a declaration signed by the property owner(s) of the land that states that the reasonable market cost of the labour and materials involved in the work is less than the amount prescribed for the purposes of the definition of owner-builder work in Section 29 of the Home Building Act 1989 and is given appropriate information and declarations under paragraphs (a) and (b) whenever arrangements for the doing of the work are changed in such a manner as to render out of date any information or declaration previously given under either of those paragraphs.

**Note:** A certificate issued by an approved insurer under Part 6 of the Home Building Act 1989 that states that the specific person or licensed contractor is the holder of an insurance policy issued for the purposes of that Part of the Act is, for the purposes of this condition, sufficient evidence that the person has complied with the requirements of that Part of the Act.

11 **Sign – Supervisor Contact Details**

Before commencement of any work, a sign must be erected in a prominent, visible position:

- a stating that unauthorised entry to the work site is not permitted;
- b showing the name, address and telephone number of the Principal Certifying Authority for the work; and
- c showing the name and address of the principal contractor in charge of the work site and a telephone number at which that person can be contacted at any time for business purposes.

This sign shall be maintained while the work is being carried out and removed upon the completion of the construction works.

12 **Temporary Toilet/Closet Facilities**

Toilet facilities are to be provided at or in the vicinity of the work site on which work involved in the erection or demolition of a building is being carried out at the rate of one toilet for every 20 persons or part of 20 persons employed at the site.

Each toilet provided must be:

- a a standard flushing toilet; and
- b connected to either:
  - i the Sydney Water Corporation Ltd sewerage system or
  - ii an accredited sewage management facility or
  - iii an approved chemical closet.

The toilet facilities shall be provided on-site, prior to the commencement of any works.

13 **Application for Occupation, Use, Disturbance or Work on Footpath/Roadway**

Any occupation, use, disturbance or work on the footpath or road reserve for construction purposes, which is likely to cause an interruption to existing pedestrian and/or vehicular traffic flows requires Council consent under Section 138 of the Roads Act 1993. An application must be submitted and approved by Council prior to the works commencing where it is proposed to carry out activities such as, but not limited to, the following:

- a Digging or disruption to footpath/road reserve surfaces;

- b Loading or unloading machinery/equipment/deliveries;
- c Installation of a fence or hoarding;
- d Stand mobile crane/plant/concrete pump/materials/waste storage containers;
- e Pumping stormwater from the site to Council's stormwater drains;
- f Installation of services, including water, sewer, gas, stormwater, telecommunications and power;
- g Construction of new vehicular crossings or footpaths;
- h Removal of street trees;
- i Carrying out demolition works.

**14 Works in Road Reserve - Minor Works**

Approval, under Section 138 of the Roads Act must be obtained from Wollongong City Council's Development Engineering Team prior to any works commencing or any proposed interruption to pedestrian and/or vehicular traffic within the road reserve caused by the construction of this development.

The application form for Works within the Road Reserve – Section 138 Roads Act can be found on Council's website. The form outlines the requirements to be submitted with the application, to give approval to commence works under the roads act. It is advised that all applications are submitted and fees paid, five (5) days prior to the works within the road reserve are intended to commence. The Applicant is responsible for the restoration of all Council assets within the road reserve which are impacted by the works/occupation. Restoration must be in accordance with the following requirements:

- a All restorations are at the cost of the Applicant and must be undertaken in accordance with Council's standard document, "Specification for work within Council's Road reserve".
- b Any existing damage within the immediate work area or caused as a result of the work/occupation, must also be restored with the final works.

**15 Demolition Works**

Any demolition works shall be carried out in accordance with Australian Standard AS2601 (2001): The Demolition of Structures or any other subsequent relevant Australian Standard and the requirements of the SafeWork NSW.

No demolition materials shall be burnt or buried on-site. The person responsible for the demolition works shall ensure that all vehicles leaving the site carrying demolition materials have their loads covered and do not track soil or waste materials onto the road. Any unforeseen hazardous and/or intractable wastes shall be disposed of to the satisfaction of the Principal Certifying Authority. In the event that the demolition works may involve the obstruction of any road reserve/footpath or other Council owned land, a separate application shall be made to Council to enclose the public place with a hoarding or fence over the footpath or other Council owned land.

**During Demolition, Excavation or Construction**

**16 BASIX**

All the commitments listed in each relevant BASIX Certificate for the development must be fulfilled in accordance with Clause 97A(2) of the Environmental Planning & Assessment Regulation 2000.

A relevant BASIX Certificate means:

- A BASIX Certificate that was applicable to the development when this development consent was granted (or, if the development consent is modified under section 4.55 of the Environmental Planning & Assessment Act 1979, a BASIX Certificate that is applicable to the development when this development consent is modified); or
- if a replacement BASIX Certificate accompanies any subsequent application for a construction certificate, the replacement BASIX Certificate; and

- BASIX Certificate has the meaning given to that term in the Environmental Planning & Assessment Regulation 2000.”

17 **Restricted Hours of Construction Work**

The developer must not carry out any work, other than emergency procedures, to control dust or sediment laden runoff outside the normal working hours, namely, 7.00 am to 5.00 pm, Monday to Saturday, without the prior written consent of the Principal Certifying Authority and Council. No work is permitted on public holidays or Sundays.

Any request to vary these hours shall be submitted to the Council in writing detailing:

- a the variation in hours required (length of duration);
- b the reason for that variation (scope of works);
- c the type of work and machinery to be used;
- d method of neighbour notification;
- e supervisor contact number;
- f any proposed measures required to mitigate the impacts of the works.

Note: The developer is advised that other legislation may control the activities for which Council has granted consent, including but not limited to, the Protection of the Environment Operations Act 1997.

18 **Asbestos – Removal, Handling and Disposal Measures/Requirements Asbestos Removal by a Licensed Asbestos Removalist**

The removal of any asbestos material must be carried out by a licensed asbestos removalist if over 10 square metres in area of non-friable asbestos, or if any type of friable asbestos in strict accordance with SafeWork NSW requirements (<http://www.safework.nsw.gov.au>).

19 **Asbestos Waste Collection, Transportation and Disposal**

Asbestos waste must be prepared, contained, transported and disposed of in accordance with SafeWork NSW and NSW Environment Protection Authority requirements. Asbestos waste must only be disposed of at a landfill site that can lawfully receive this type of waste. A receipt must be retained and submitted to the Principal Certifying Authority, and a copy submitted to Council (in the event that Council is not the Principal Certifying Authority), prior to commencement of the construction works.

20 **Open Excavations - Green and Golden Bell Frogs**

Where excavations/trenches are left open during the night, then they shall be closely inspected by the site supervisor for Green and Golden Bell Frogs prior to work starting on the proceeding day.

Note: The “Have you seen a green and golden bell frog?” brochure produced by the NSW Department of Environment and Climate Change (2008) is available from [www.environment.nsw.gov.au/resources/threatenedspecies/ggbfbro08326.pdf](http://www.environment.nsw.gov.au/resources/threatenedspecies/ggbfbro08326.pdf), <http://www.environment.nsw.gov.au/publications/pubs2008.htm> (look under July), or by telephoning 131 555.

21 **Stop Work - Green and Golden Bell Frogs**

If Green and Golden Bell Frogs are found at any time during the demolition, excavation or construction phases of the development, work shall cease immediately and the Wollongong Office of Environment and Heritage shall be contacted (phone 4224 4156).

**Prior to the Issue of the Occupation Certificate**

22 **BASIX**

A final occupation certificate must not be issued unless accompanied by the BASIX Certificate applicable to the development. The Principal Certifying Authority must not issue the final occupation certificate unless satisfied that selected commitments have been complied with as specified in the relevant BASIX Certificate. NOTE: Clause 154B of the Environmental Planning and Assessment Regulation 2000 provides for independent verification of compliance in relation to certain BASIX commitments.

- 23 **Separating Floor/Ceiling – Sound Transmission**  
Prior to the issue of an Occupation Certificate, building elements associated with the separation between the two dwellings (floor/ceiling system) must comply with Part F5 of the National Construction Code Series Volume 1 (BCA).— Sound Transmission and Insulation.
- 24 **Lightweight Construction – Fire Resistance Level (FRL)**  
Prior to the issue of an Occupation Certificate, any building elements associated with the separation between the two dwellings required to achieve an FRL must comply with the required FRL as specified in Specification C1.1 of the BCA. Any penetrations within the floor ceiling system must be protected with fire seals installed to comply with Part C3.15 of the National Construction Code Series Volume 1 (BCA).
- 25 **Smoke Hazard Management**  
Prior to the issue of an Occupation Certificate, a Smoke Hazard Management System must have been installed within both dwellings in accordance with Part E2 of the National Construction Code Series Volume 1 (BCA).
- 26 **Fire Resistance Levels and Protection of Openings**  
Prior to the issue of an Occupation Certificate, External walls required to achieve a fire resistance level must be upgraded to comply with Specification C1.1 of the NCC and any openings in that wall must be protected in accordance with Part C3.4 of the National Construction Code Series Volume 1 (BCA).

#### Operational Phases of the Development/Use of the Site

- 27 **Loading/Unloading Operations/Activities**  
All loading/unloading operations are to take place at all times wholly within the confines of the site or within the road reserve under an approved traffic control plan.

#### Reasons

The reasons for the imposition of the conditions are:

- 1 To minimise any likely adverse environmental impact of the proposed development.
- 2 To ensure the protection of the amenity and character of land adjoining and in the locality.
- 3 To ensure the proposed development complies with the provisions of Environmental Planning Instruments and Council's Codes and Policies.
- 4 To ensure the development does not conflict with the public interest.

#### Notes

- 1 This consent becomes effective and operates from the date shown as "Endorsement Date" on the front page of this notice. This consent will lapse unless development is commenced within five (5) years from the endorsement date shown on this notice.
- 2 Section 8.7 of the Environmental Planning and Assessment Act 1979 confers on an applicant who is dissatisfied with the determination of a consent authority a right of appeal to the Land and Environment Court exercisable within six (6) months from the date of receipt of this notice.
- 3 Section 8.3 of the Environmental Planning and Assessment Act 1979 confers on an applicant who is dissatisfied with the determination of a consent authority a right to request the consent authority to review the determination. The request for review of the determination must be made within six (6) months from the date of receipt of this notice. In the absence of a pending appeal before the Land and Environment Court, the request for review, and the review by Council, must all be completed within the abovementioned six (6) month time period. Accordingly, applicants are advised to provide Council with sufficient time to complete the review within this period, failing which the determination cannot be reviewed. The request must be accompanied by the fees set by the Environmental Planning and Assessment Regulation.

- A right of review of determination does not exist for a determination made in respect of a Designated Development.
- 4 The holder of a development consent that is being acted upon must also hold a current Construction Certificate under the provisions of the Environmental Planning and Assessment Act, 1979.
  - 5 Where the consent is for building work or subdivision work, no temporary buildings may be placed on the site and no site excavation, filling, removal of trees or other site preparation may be carried out prior to the issue of a Construction Certificate and appointment of a Principal Certifying Authority.
  - 6 A Tree Management Permit Policy has been proclaimed in the City of Wollongong. Under this order, no tree on the land the subject of this approval may be ringbarked, cut down, topped, lopped or wilfully destroyed except with the prior consent of Council which may be given subject to such conditions as Council considers appropriate. However, unless specified otherwise in this consent, those trees which are specifically designated to be removed on the plans approved under this consent or are within three (3) metres of an approved building footprint may be removed, provided that a Construction Certificate has been issued for the development the subject of this consent and a Principal Certifying Authority appointed.
  - 7 In this consent the developer means the applicant for development consent and any person or corporation who carries out the development pursuant to that consent.
  - 8 Council recommends that NSW Wildlife Information and Rescue Service (WIRES) be contacted for assistance in relocating any native fauna prior to removal of any trees and bushland, authorised by this consent. For wildlife rescue assistance, you must call the Wildlife Rescue Line 1300 094 737 (13 000 WIRES) or visit their website [www.wires.org.au](http://www.wires.org.au) for more information.
  - 9 Before undertaking renovation or demolition work, or removing materials from site during development works refer to Council's website for further information:  
<http://www.wollongong.nsw.gov.au/development/regulations/Pages/Renovations-Demolition.aspx>  
<http://www.wollongong.nsw.gov.au/services/household/Pages/chemicalcleanout.aspx>

This letter is authorised by:

**Nadir Mian**  
Development Project Officer  
Wollongong City Council  
Telephone (02) 4227 7111

enc

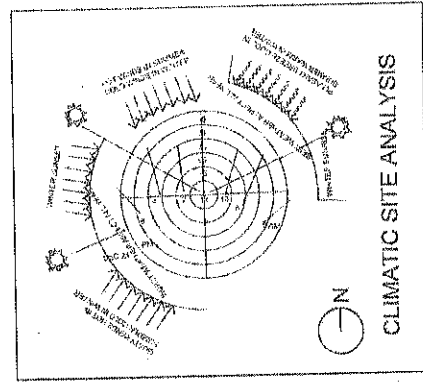
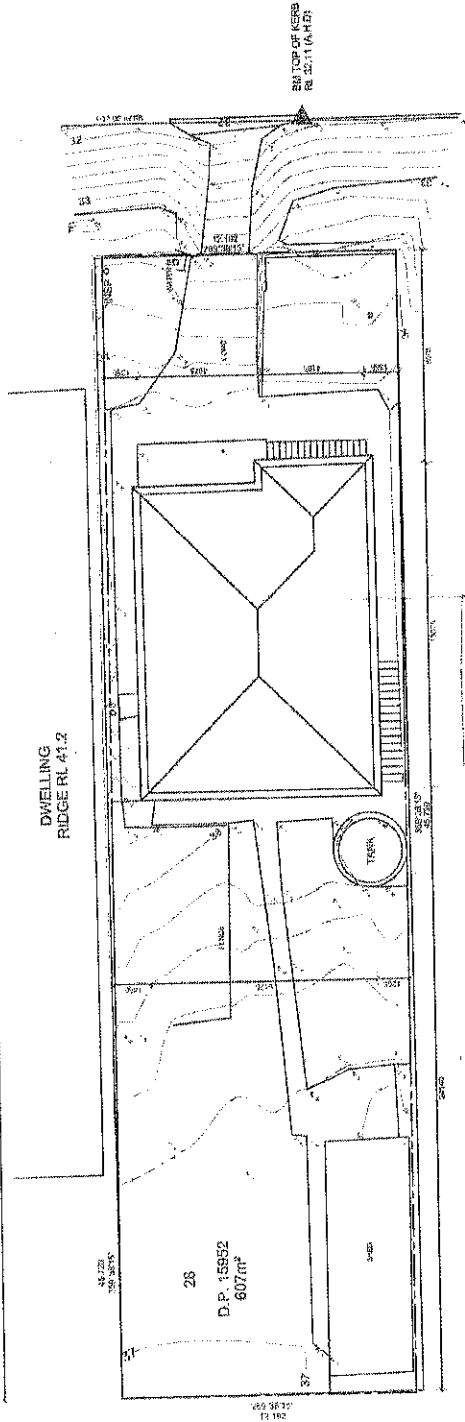


**WOLLONGONG CITY COUNCIL  
DEVELOPMENT CONSENT**

This is the plan/development referred to in consent DA-2018/198

Date: 11/11/18

FITZGERALD STREET



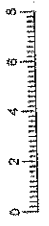
**SITE ANALYSIS PLAN**

**BASIC COMMITMENTS**  
 THE APPLICANT MUST BE AWARE THAT THE SITE ANALYSIS PLAN IS A PRELIMINARY DOCUMENT AND IS SUBJECT TO APPROVAL BY THE LOCAL GOVERNMENT.  
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**IMPORTANT NOTE**  
 APPLICATION CONTAINS NO EXTERNAL CHANGES

DATE	11/11/18
BY	[Signature]
FOR	[Signature]

AMENDMENTS	DRAWING: SITE ANALYSIS PLAN	SHEET No: 00
		DATE: SEP. 2018
PROJECT: PROPOSED SECONDARY DWELLING		ADDRESS: 8 FITZGERALD AVENUE WOLLONGONG
SCALE: 1:100 @ A3		
COGITO PROPOSALS PO BOX 749 SINGI JUNCTION NSW 1505 PHONE: 011 438 448 EMAIL: info@cogitoproposals.com		



**WOLLONGONG CITY COUNCIL  
DEVELOPMENT CONSENT**

M-2018/1198

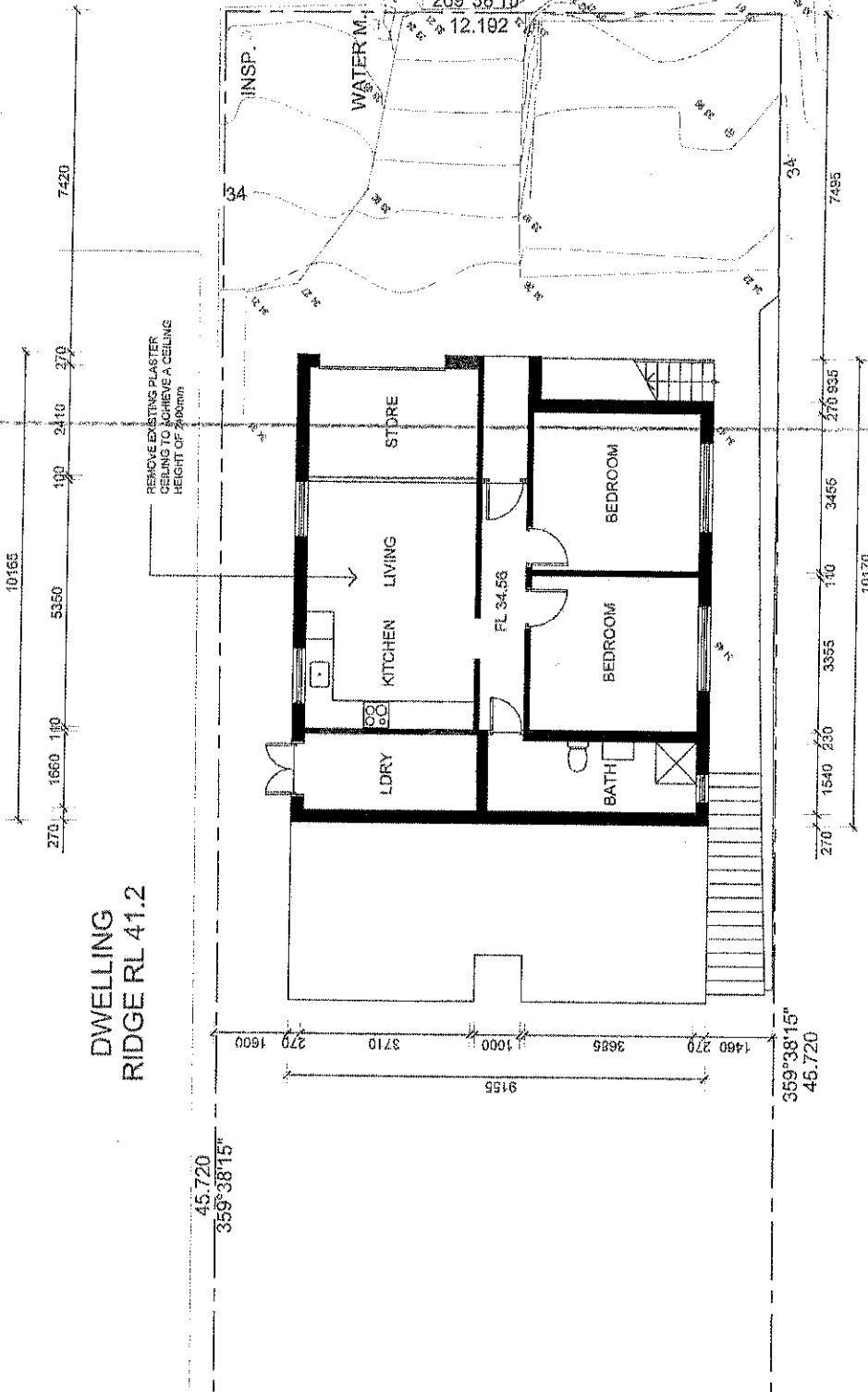
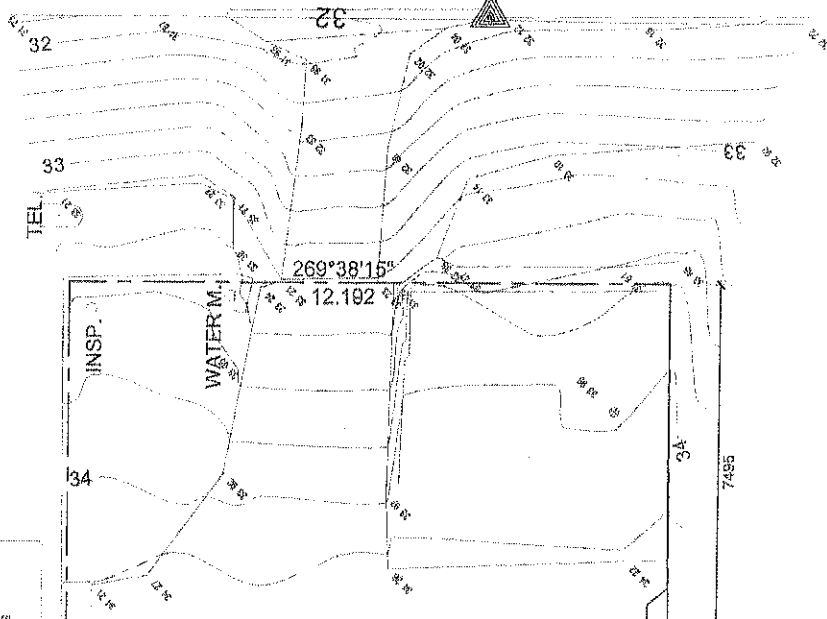
This is the plan/document referred to in consent

Date: 19/11/18

**FITZGERALD STREET**

BM TOP OF KERB  
RL 32.11 (A.H.D.)

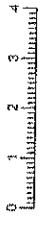
TOP OF KERB



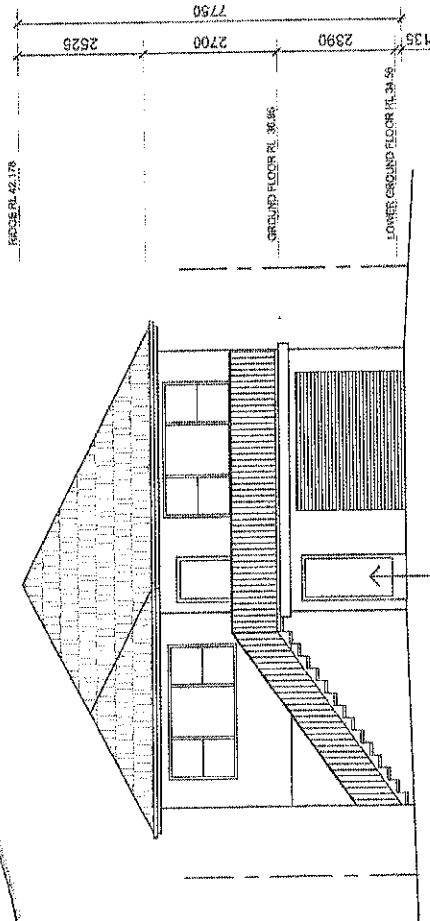
DWELLING  
RIDGE RL 41.2

DWELLING  
RIDGE RL 41.0

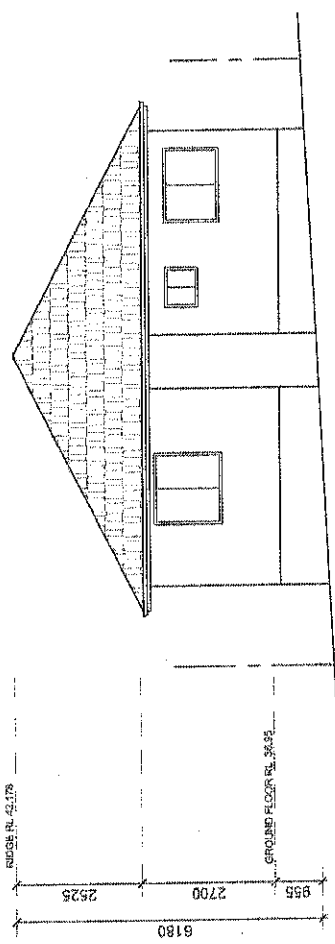
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		ADDRESS: 6 FITZGERALD AVENUE GRANGEVALE	DATE: SEP. 2018
		DRAWING: LOWER GROUND FLOOR PLAN	
		SCALE: 1:100 @ A3	
		<p>Corona Projects PO BOX 1148 BONGAL JUNCTION NSW 1365 PHONE: 02 6922 3333 EMAIL: info@coronaprojects.com</p>	







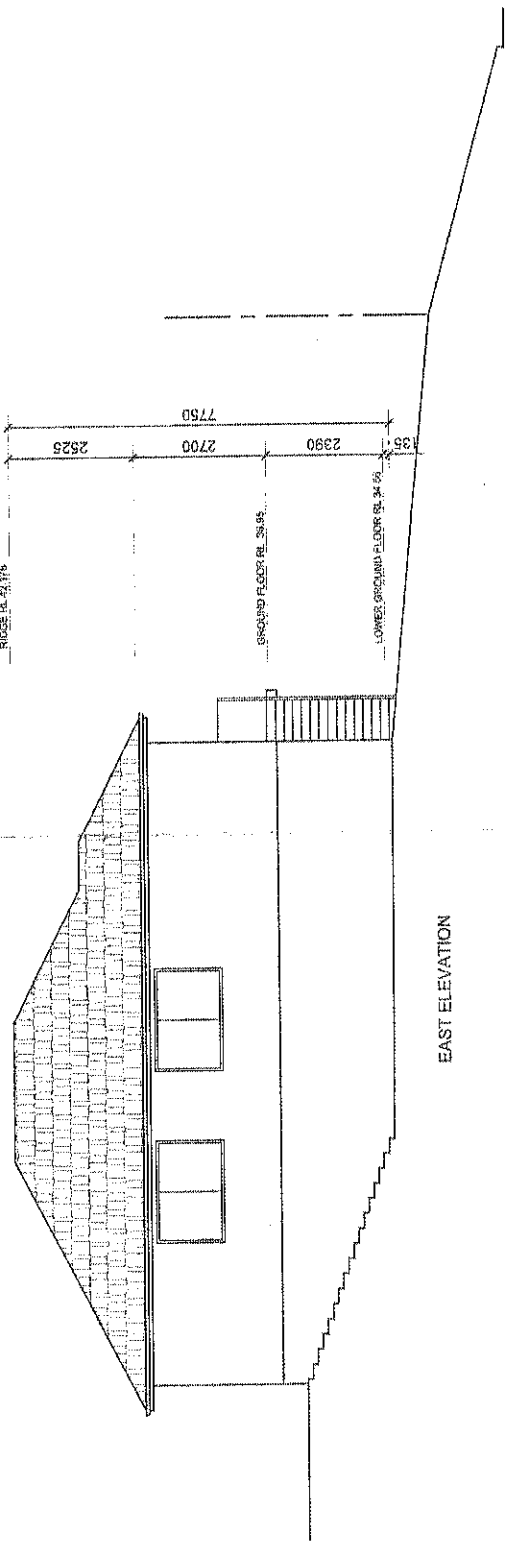
NORTH ELEVATION



SOUTH ELEVATION

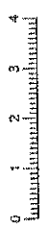
**WOLLONGONG CITY COUNCIL  
DEVELOPMENT CONSENT**

This is the plan/development referred to in consent DA 2018/148  
Dated: 19/11/18



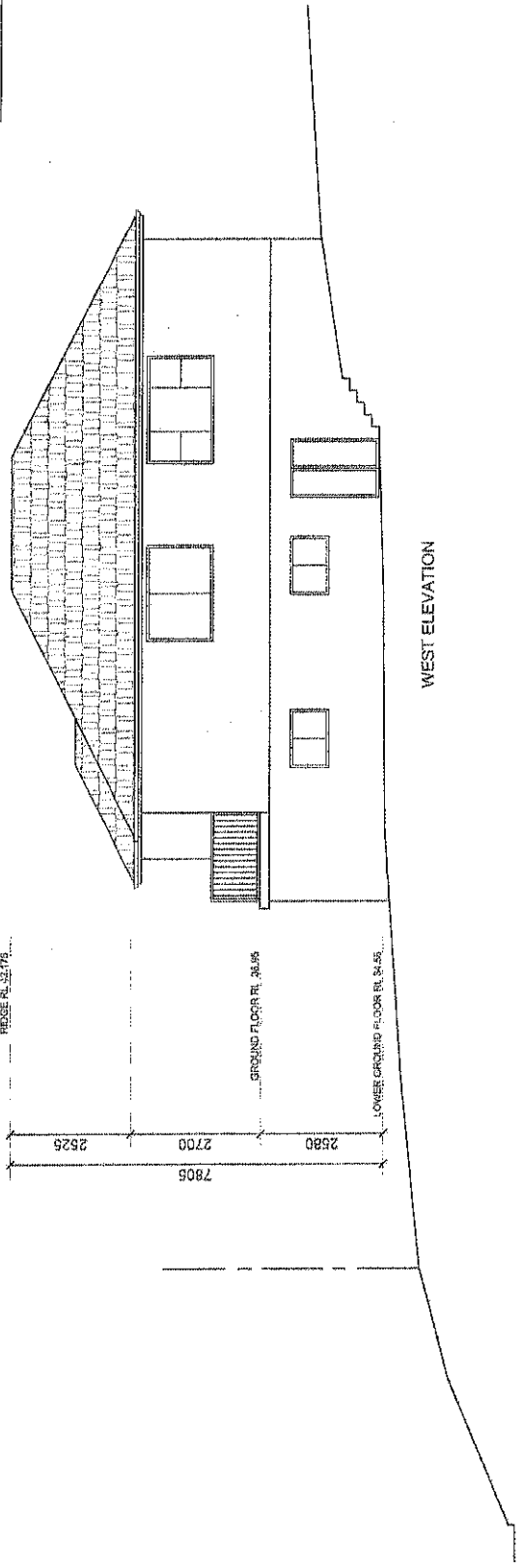
EAST ELEVATION

AMENDMENTS		DRAWING: ELEVATIONS	PROJECT: PROPOSED SECONDARY DWELLING	SHEET NO: 02
		Co:rbis Projects PO BOX 1160 BONEFONCTION NSW 708 PHONE: 0219 238 655 EMAIL: info@corbisprojects.com		DATE: SEP. 2018
		SCALE: 1:100 @ A3		ADDRESS: 8 FITZGERALD AVENUE ORRIGILLA



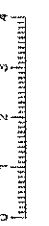
**WOLLONGONG CITY COUNCIL  
DEVELOPMENT CONSENT**

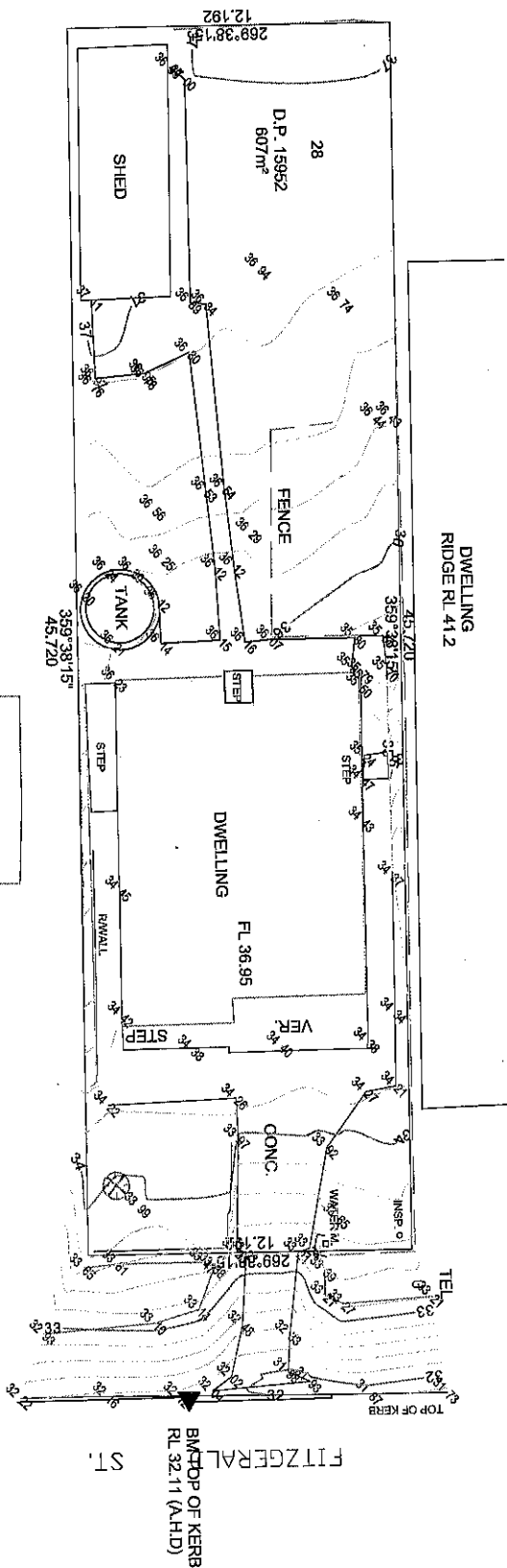
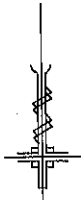
This is the placard document referred to in consent DA 2018/1148  
 Date: 19/10/18



WEST ELEVATION

AMENDMENTS	<p>PO BOX 7048 BOWEN JUNCTION NSW 1585          PHONE 6612 438 926          Email: info@cottonprojects.com</p>	<p>DRAWING: ELEVATION</p> <p>SCALE: 1:100 @ A3</p>	PROJECT: PROPOSED SECONDARY DWELLING	SHEET No: 03
			ADDRESS: 5 FITZGERALD AVENUE GRINGILA	DATE: SEP. 2018





Note:

1. Contour Interval 0.2m Minor And 1m Major
2. Only Visible Services Have Been Surveyed Refer To Dial Before You Dig
3. Boundary Positions Are Approximate Only And Should Be Verified By A Cadastral Survey
4. A Title Search Has Not Been Done To Determine Any Affecting Easements Or Restrictions
5. Datum Level Corrected A.H.D.

CONSULTING LAND, ENGINEERING AND MINING SURVEYORS, TOWN PLANNERS  
 'THE LINK' 44 BAAN BAAN STREET DAFTO NSW 2530  
 PHONE 02 42 614396  
 A.B.N. 61 056 544 694  
 CEH Consulting Pty Ltd.  
 OF LOT 28 IN DP 15952  
 9 FITZGERALD ST. CHINGILA

DETAIL SURVEY  
 SURVEYOR LC  
 DRAWN MS  
 CHECKED MS  
 SURVEY FILE

DATE	REV	COMMENT
10/08/2018	A	

DRAWING No. A3-D218285  
 SCALE 1:200  
 SHEET 1 OF 1 SHEETS

**Standard Form Residential Tenancy Agreement**

**Important Information**

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

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

This Agreement is made on 2 June 2020 at 251-253 Princes Highway CORRIMAL NSW.

**BETWEEN**

**LANDLORD**

Name/s: Daniel & Brooke Moore Address: 251-253 Princes Highway Corrimal Contact: Ph 02 4285 5999 Fax 02 4285 1825 E-mail <a href="mailto:receptionnorth@mml.com.au">receptionnorth@mml.com.au</a> Email: Does the landlord reside interstate at the time of entering the agreement? YES/NO <input checked="" type="checkbox"/> NO (Further information on your rights when contracting with an interstate landlord can be obtained by contacting NSW Fair Trading)	(A.B.N.)
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**TENANT**

Name/s: Brooke Wilkstra and Jacob Knight Address: 9 Fitzgerald Street, CRINGILA NSW 2502 Contact: Ph (H) Ph (W) Ph (M) 0423798913 J & 0412643195 Fax E-mail <a href="mailto:brooke.wilk@hofnmail.com">brooke.wilk@hofnmail.com</a>	
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**LANDLORD'S AGENT DETAILS**

Name: C/- Bondellu Pty Limited T/A MMJ North Address: 251-253 Princes Highway, Corrimal NSW 2518 (PO Box 152 Corrimal NSW 2518) Contact: Ph 02 4285 5999 Fax 02 4285 1825 E-mail <a href="mailto:receptionnorth@mml.com.au">receptionnorth@mml.com.au</a>	(A.B.N.) 57 003 520 616
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**TERM OF AGREEMENT**

The term of this agreement is 6 months, starting on 2 June 2020 and ending on 2 December 2020	
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**RESIDENTIAL PREMISES**

The residential premises are 9 Fitzgerald Street, CRINGILA NSW 2502 The residential premises include: 1 car space	
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**RENT**

The rent is \$420.00 per week payable in advance starting on 2 June 2020  The method by which the rent must be paid: (a) to Bondellu Pty Limited at 251-253 Princes Highway, Corrimal NSW 2518 by cheque or money order, or (b) into the following account, or any other account nominated by the landlord: BSB number: 182 222 Account number: 301822638 Account name: Bondellu Pty Limited Payment reference: DEPT Card Reference Number, or DEPT Payment System (fees apply) by Credit Card or Nominated Bank Account* on the internet or by Telephone (c) as follows: *Registration is required to use a nominated bank account. Registration can be done on the internet or by post.  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.	
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**RENTAL BOND (cross out of there is not going to be a bond)**

A rental bond of \$1680.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent. The tenant provided the rental bond amount to: <input type="checkbox"/> the landlord or another person, or <input type="checkbox"/> the landlord's Agent, or <input checked="" type="checkbox"/> NSW Fair Trading through Rental Bonds Online.	
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**IMPORTANT INFORMATION**

**MAXIMUM NUMBER OF OCCUPANTS**

No more than 2 adults, 1 child may ordinarily live in the premises at any one time.	
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**URGENT REPAIRS**

Nominated tradespeople for urgent repairs: AFTER BUSINESS HOURS ONLY Electrical repairs: Ecowise Telephones: 0409 267 850 or 0402 392 757 (Note: during business hours call office first) Hot Water Repairs: Hot Water Maintenance 4285 6222 Plumbing repairs: WNG Plumbing 0412 603 477 or Matt Allport Telephones: 0412 420 425 (Note: during business hours call office first) Other repairs: Office Telephones: 02 4285 5999 during business hours SES (State Emergency Services) 132 500	
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**WATER USAGE**

Will the tenant be required to pay separately for water usage? <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No - If yes, see clauses 12 & 13.	
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**UTILITIES**

Is electricity supplied to the premises from an embedded network? <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No Is gas supplied to the premises from an embedded network? <input checked="" type="checkbox"/> Yes / <input type="checkbox"/> No For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.	
--	--

**SMOKE ALARMS**

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:  
 Hardwired smoke alarm  
 Battery operated smoke alarm  
If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? **Yes/No**  
If yes, specify the type of back-up battery that needs to be used if the battery in the smoke alarm needs to be replaced:  
.....  
If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? **Yes/No**  
If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:  
.....  
If the strata schemes management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? **Yes/No**

**STRATA BY-LAWS**

Are there any strata or community scheme by-laws applicable to the residential premises? **Yes/No**  
If yes, see clauses 38 and 39.

**GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY**

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

Landlord  
Does the landlord give express consent to the electronic service of notices and documents? **YES / NO.**  
If yes, see clause 50. (Specify email address to be used for the purpose of serving notices and documents.)  
receptionno.rth@mmj.com.au

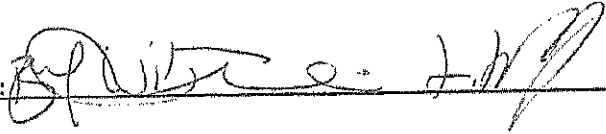
Tenant  
Does the tenant give express consent to the electronic service of notices and documents? **YES/NO.**  
If yes, see clause 50. (Specify email address to be used for the purpose of serving notices and documents.)  
brooke.wilki@hotmail.com

**CONDITION REPORT**

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

**TENANCY LAWS**

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

\* Signed by tenant: 

#### RIGHT TO OCCUPY THE PREMISES

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

#### COPY OF AGREEMENT

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

#### RENT

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

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

#### RENT INCREASES

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

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

6. The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) if this agreement more than once in any 12-month period.
7. The landlord and the tenant agree:
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the NSW Civil and Administrative Tribunal (NCAT).

#### RENT REDUCTIONS

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

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

10. The landlord agrees to pay:
  - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

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

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

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises; and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

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

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

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
  - 11.6.1 are separately metered, or
  - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.
12. The landlord agrees that the tenant is not required to pay water usage charges unless:
  - 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
  - 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
  - 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority and

12.4 the residential premises have the following water efficiency measures:

- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
  - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
  - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
  - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed,
13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

#### POSSESSION OF THE PREMISES

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

#### TENANT'S RIGHT TO QUIET ENJOYMENT

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

#### USE OF THE PREMISES BY TENANT

16. The tenant agrees:
- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
  - 16.2 not to cause or permit a nuisance, and
  - 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
  - 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
  - 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
17. The tenant agrees:
- 17.1 to keep the residential premises reasonably clean, and
  - 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
  - 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
  - 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.
18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1 to remove all the tenant's goods from the residential premises, and
  - 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
  - 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
  - 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
  - 18.5 to make sure that all light fittings on the premises have working globes, and
  - 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

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

19. The landlord agrees:

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

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

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

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

- (a) are in a reasonable state of repair, and
  - (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
  - (c) with respect to the roof, ceilings and windows do not allow water penetration into the premises, and
  - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
  - 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
  - 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
  - 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
  - 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
  - 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

#### URGENT REPAIRS

20. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
  - 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
  - 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
  - 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
  - 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
  - 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.
- Note. The type of repairs that are *urgent repairs* are defined in the Residential Tenancies Act 2010 and are defined as follows:
- (a) a burst water service,
  - (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
  - (c) a blocked or broken lavatory system,
  - (d) a serious roof leak.

- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

#### SALE OF THE PREMISES

21. The landlord agrees:
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
23. The landlord and tenant agree:
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

#### LANDLORD'S ACCESS TO THE PREMISES

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

#### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note. See section 56A of the Residential Tenancies Act 2010 for when a photograph or visual recording is published.
29. The tenant agrees not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.

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

30. The tenant agrees:
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

#### LOCKS AND SECURITY DEVICES

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

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

35. The landlord and tenant agree that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and



- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

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

37. The landlord agrees:
- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

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

*[Tick here [ ] and cross out clause if not applicable]*

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

#### MITIGATION OF LOSS

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

#### RENTAL BOND

*[Tick here [ ] and cross out clause if no rental bond is payable]*

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

#### SMOKE ALARMS

42. The landlord agrees to:
- 42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

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

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

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

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

43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

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

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

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

#### SWIMMING POOLS

*[Tick here [ ] and cross out clause if there is no swimming pool]*

45. The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.
46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:
- 46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.
- Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

#### LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:
- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

#### COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

#### SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health

or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

#### ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:
- 50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

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

51. The tenant agrees that if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

#### ADDITIONAL TERMS

(Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and  
(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and  
(c) they do not conflict with the standard terms of this agreement.

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

#### ADDITIONAL TERM - PETS

[Tick here  and cross out clause if not applicable]

53. The landlord agrees that the tenant may keep the following animals on the residential premises (specify the breed, size etc):

54. The tenant agrees:

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4 to comply with any council requirements
55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

#### ADDITIONAL TERM - SPECIAL CONDITIONS FOR FLATS AND BY-LAWS

56. The tenant agrees to comply with the by-laws and or management statements that apply to the premises.
- 56.1 Premises to which the Strata Schemes Management Act 1996, the Strata Schemes (Leasehold Development) Act 1988, the Community Land Development Act 1989 or the Community Land Management

Act 1989) does not apply, such as flats, the tenant agrees to observe and comply with the special conditions that have been adopted where relevant from the Model By-Laws contained in the Strata Schemes Management Regulation 2010, Schedule 2 and are set out in Schedule 1 of this agreement. For the words written therein "owner or occupier" insert instead the words "the tenant", for "owners' corporation"; insert instead "landlord", for "lot" insert instead "premises or flat", "the Act" insert instead the words "Strata Schemes Management Act 1996" and for "strata scheme" insert instead "the block".

#### ADDITIONAL TERM - HEALTH ISSUES

57. The tenant agrees to:
- 57.1 control mould, mildew and dampness by adopting a regular cleaning routine, ensure adequate ventilation, operate exhaust fans where fitted and lifestyle practices that reduce the accumulation of condensation, and
- 57.2 keep the premises clear of any pests and vermin, and
- 57.3 advise the landlord/landlord's agent promptly of any signs of dampness, pests or vermin.

#### ADDITIONAL TERM - NO SET OFF

58. The tenant shall not deduct any money from rent or cease to pay rent as a set off against any rental bond without the approval of the landlord or the landlord's agent.

#### ADDITIONAL TERM - PROCEDURE ON TERMINATION

59. The tenant shall upon termination of this agreement:
- 59.1 vacate the premises peacefully and return all keys and/or opening devices. If the tenant fails to do so, the tenant shall be liable to pay an occupation fee (equivalent to the rent payable) until the keys and/or opening devices are returned to the landlord or the landlord's agent and/or compensate the landlord for changing the locks or other opening devices to reasonably secure the premises. The landlord may seek an order from the Civil and Administrative Tribunal to recover the occupation fee and/or compensation from the tenant, and
- 59.2 provide a forwarding address to the landlord.

#### ADDITIONAL TERM - COMMUNICATION AND MEDIA FACILITIES

60. The Landlord makes no warranty as to the availability or adequacy of any line or service for the telephone or internet; and digital, cable or analogue television and the tenant leases the property relying on his or her own enquiries.

#### ADDITIONAL TERM - CARE OF SWIMMING POOL

61. If there is a swimming pool located on the premises, the tenant must:
- 61.1 keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;
- 61.2 regularly clean the sides of the swimming pool to minimise build-up of slime and other residues;
- 61.3 regularly clean the pool filters and empty out the leaf baskets;
- 61.4 maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;
- 61.5 maintain the water level above the filter inlet at all times;
- 61.6 promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;
- 61.7 ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;
- 61.8 not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and
- 61.9 take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.

#### ADDITIONAL TERM - NON-URGENT REPAIRS

62. The tenant hereby agrees that any non-urgent repairs will be carried out between 9 am - 5 pm Monday to Friday.

#### ADDITIONAL TERM - SMOKING

63. The tenant hereby agrees that no smoking is allowed inside the residential premises, if the tenant smokes outside the premises, cigarette butts will not be thrown on the ground. The tenant will be charged to wash down all surfaces, floors, and window furnishings upon vacating if the tenant or occupants smoke inside the property. If this property is located in a strata complex, the tenant should observe the Strata By-Laws in respect to smoking on balconies

#### ADDITIONAL TERM - DISHONORED PAYMENTS

64. The Tenant agrees that if payment is tendered and subsequently dishonored by the financial institution, then a \$30 dishonor fee will be charged to the tenant. The tenant agrees to pay this dishonor fee within 7 working days.

#### ADDITIONAL TERM - GROUND AND GARDENS

65. The tenant agrees to maintain the grounds and gardens including trimming of any shrubs or bushes that grow during the tenancy at the

#### ADDITIONAL TERM - ASBESTOS

- 66.1 The landlord states that this property may contain Asbestos. Asbestos building materials were very common in the Australian Residential Building Industry between the 1940's - 1980's. Current scientific and medical evidence supports the fact that simply living or working in a building that contains asbestos is not dangerous so long as the asbestos is in good condition. Good condition means undamaged and undisturbed. As a general rule if the property was built before the mid 1980's is highly likely that it would have materials containing asbestos. Between 1980's and 1990's it is likely that it would have material containing asbestos. After 1990's, it is highly unlikely it would have materials containing asbestos.
- 66.2 The tenant hereby agrees that they will notify the landlord if any surface and/or material at the property, that is believed may contain asbestos, is damaged or disturbed. This notification will be made in writing and communicated to the landlord, via the landlord's agent.

#### ADDITIONAL TERM - INSURANCE

67. The tenant is advised that the landlord is not responsible to insure the tenant's own possessions (contents and personal effects).

#### ADDITIONAL TERM - TENANCY DATABASES

68. The tenant may be listed on a tenancy database(s) if the tenant vacates owing funds in excess of the bond and/or an order is obtained from the NSW Civil and Administrative Tribunal (NCAT).

#### ADDITIONAL TERM - CONSENT TO PUBLISH PHOTOGRAPHS OF RESIDENTIAL PREMISES

- 69.1 The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.
- 69.2 The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

#### Notes.

##### 1. Definitions

In this agreement:

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

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

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

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

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

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

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

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

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

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). 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 NSW Civil and Administrative Tribunal (NCAT) if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

**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 owner's 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 bins 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

refer to clauses 43-45 concerning pets.

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 owner's 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.

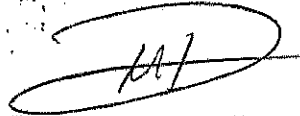
22. Service of documents on owner of lot by owners corporation

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.

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

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

SIGNED BY THE LANDLORD

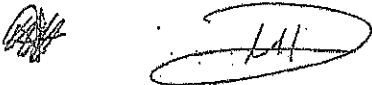


Signed by Landlord/s

Date: 2-6-20

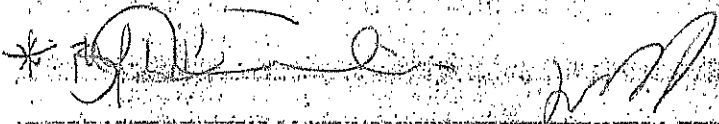
LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.



Date: 2-6-20

SIGNED BY THE TENANT

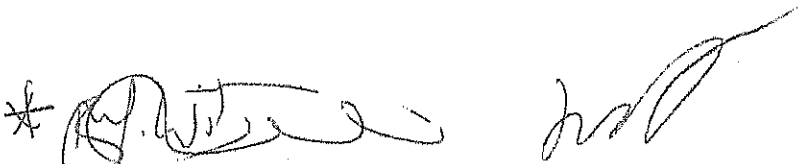


Signed by Tenant/s

Date: 2/6/2020

TENANT INFORMATION STATEMENT

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



Signed by Tenant/s

Date: 2/6/2020

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

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 883 329 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)

## SPECIAL CONDITIONS

- a) All rental payments are to be paid by Cheque, Eftpos, Cash, money order, Internet banking or through our DEFT system. Your DEFT number & instruction on setting it up will be given to you on the day you sign your lease. There are surcharges on credit card payments when using DEFT please refer to Macquarie Bank for percentages. In the event of a cheque/DEFT payment being dishonoured all future payments must be made by cash or bank cheque. The tenant also agrees to pay any bank charges incurred. Please note any letters or emails sent to you throughout your tenancy regarding arrears are recorded on your tenancy letter and may affect your chance of renting in the future.
- b) The tenant agrees to pay for water used under the user pays method within 21 days of receipt of invoice. This is on the basis that water usage is charged or maybe charged by the landlord in the future. (Total water usage for individual property) Clause 10.5, 12 and 13.
- c) The tenant agrees to maintain the lawns and gardens to a reasonable standard at all times throughout the tenancy and return them to the landlord in reasonable condition at the completion of the lease. The tenant is not permitted to plant in, remove items from or change the landscaping of any lawns or gardens without prior written permission from the landlord.  
NOTE- no stockpiling of grass clippings is permitted where applicable
- d) The tenants agree to have been given an emailed copy and a printed hard copy of the condition report upon signing this lease. The tenant/s understand this has been completed by an MMJ North representative and they have 7 days to check the report and add any additional comments before returning the printed hard copy to the agent. Tenant must sign all pages including photos and return the report to the agent. They will be emailed a copy for their records.
- e) The property is leased as a non-smoking premise inside. In the event this is not obeyed the tenant is responsible for all costs of any damage to the unit. i.e. smoke damage, yellowing of painted walls, light globes etc. Clause 63.
- f) The tenant agrees to test the operation of all smoke alarms at the premises on a regular basis. If the tenant becomes aware at any time, that the smoke alarm is not in operating order, the tenant will promptly notify the Agent in writing.
- g) No furniture or appliances to be dragged across the floor or floor coverings.
- h) The tenant acknowledges the Agent/Landlord will undertake an internal/external inspection three months into the term of the tenancy, and then at intervals designated by the Agent. Photographs will be taken at these inspections for the purpose of the report that is sent to the landlord. These photos are solely for the purpose of the inspection.
- i) The tenant agrees to and gives permission for MMJ North to take pictures during the tenancy for the purpose of our Routine Inspections to show the condition of the property and any appropriate repairs or repair items and in the event the property is listed for lease, sale or a valuation is required, photos will be taken.
- j) The tenant shall not make any alterations (including attaching picture hooks) to the premises, unless they have received prior written permission from Landlord/Agent.
- k) The tenants understand all repairs are to be reported to the Agent and only urgent repairs can be arranged by the tenant with the agencies emergency contractors in after hour's situations or where the agent cannot be contacted. If a contractor has been called and there is no fault or repair the tenant is responsible for the call out fee.
- l) Tenant to immediately report any matters of concern to the Agent during tenancy when they come to hand.
- m) Any applicable exhaust fans installed in any bathrooms must be used whenever the shower or bath is in use to prevent mould forming. Also refer to lease agreement additional clause 57.1 where the tenant must ventilate in an adequate and timely manner to prevent mould (which means opening windows to allow air in and opening window coverings to allow sunlight into the property).
- n) The tenant has been made aware that if the agreement (lease) is breached their personal information could be listed on a tenant default database (TICA). Clause 58.
- o) In the event that the tenant has stained/damaged the flooring ie carpet, linoleum or floorboards with the spillage of liquid, oils or other substances, or has failed to clean any additional stains, then the Landlord/Agent is entitled to recover the costs of cleaning such areas.
- p) The landlord's insurance WILL NOT cover any of your personal contents. It is your own best interest to ensure that you have contents insurance. Clause
- q) In the event that you lock yourself out of your rental property outside of MMJ North business hours you will need to source your own Locksmith to gain entry to the property and this will be at your own expense also. If you lose or fail to return any keys at the end of your tenancy the landlord has the right to change the lock or device relating to those keys at your expense.

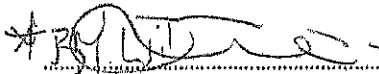
- r) The tenant acknowledges that during the tenancy through MMJ North that they cannot lease the property in any form to 'Air BNB, Stayz' or a similar style entity. This is not allowed for many reasons but the main reason being the landlord's insurance over the property does not cover this type of leasing.
- s) Please make sure we always have your current contact details (work, mobile, home and email). As these details are our main way to issues notices and communication with you correct information is paramount.
- t) Where a garage and or carport, space, storage space/cage or garden shed is provided with the property, the landlord gives no undertaking for the security and or water proofing of the provided space and accepts not liability for any damage to any such space or items stored within. These spaces are not to be for habitable use in any way.
- u) Any changes to the tenant structure as per the lease agreement need to be advised to the agent within 7 days of it occurring. This includes change in tenant. Before additional tenant moves in or current tenants vacates you must liaise with your agent.
- v) Additional Term Rent Increase during fixed term (for fixed terms less than 2 years). Delete this clause if not required

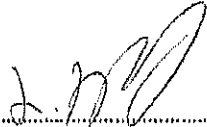
By completing this clause that parties agree the rent will be increased during the fixed term of the agreement as follows

The rent will be increased to  
 \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_\_;

And to:  
 \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_\_

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

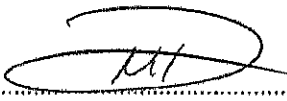
  
 .....  
 1<sup>st</sup> Tenant Signature

  
 .....  
 2<sup>nd</sup> Tenant Signature

.....  
 3<sup>rd</sup> Tenant Signature

.....  
 4<sup>th</sup> Tenant Signature

2/6/2020  
 .....  
 Date

  
 .....  
 Bondellu Pty Limited trading as MMJ North for and on behalf of Daniel & Brooke Moore



**RESIDENTIAL TENANCY AGREEMENT**  
**(RESIDENTIAL TENANCIES REGULATIONS 2010)**

**IMPORTANT NOTES ABOUT THIS AGREEMENT:**

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

This agreement is made on: 1 April 2020 at 251-253 Princes Hwy, Corrimal NSW 2518

**LANDLORD:** Daniel and Brooke Moore  
(Address) CJ- 251-253 Princes Hwy, Corrimal NSW 2518  
(Phone/Email) 42 855999 or [receptionnorth@mml.com.au](mailto:receptionnorth@mml.com.au)

**TENANT:** Emilie Minette  
The tenant agrees to notify the agent of any changes to these details within 14 days

**LANDLORDS AGENT:** (if leasing agent only, the tenant must contact the landlord with any management inquiries)  
(Licensee) Bondellu Pty Ltd Pty Ltd (License number 270513) (A.B.N) 57 003 520 616  
(Trading as) MMJ North  
(Address) 251-253 Princes Hwy, Corrimal NSW 2518  
**AGENT:** Ongoing Management OR leasing only  
# Does the landlord reside interstate at the time of entering the agreement Yes/  No

**TERM OF AGREEMENT:** 6 months, starting on 4/04/2020 and ending on 04/10/2020

**PREMISES:** 9A FITZGERALD ST CRINGILA. The residential premises include a 2 BEDROOM GRANNY FLAT  
The premises does not include: Parking - on street only

**RENT:** the tenant must pay the rent on or before the day set out in this agreement  
The rent is \$330.00 per week and payable in advance starting on 31/03/20  
The method by which the rent must be paid:  
(a) To Bondellu Pty Ltd at 251-253 Princes Hwy, Corrimal NSW 2518 by Cheque, Eftpos, Cash, money order or  
(b) Into the following account, or any other account subsequently nominated by the landlord:  
**BSB: 182-222**  
**Account number: 301852638**  
**Account name: Bondellu Pty Ltd Trust Account**  
**Payment reference:**

**RENTAL BOND:** A rental bond of \$1320.00 must be paid by the tenant on signing this agreement  
The amount of the rental bond must not be more than 4 weeks rent. The amount of the bond must not be more than 4 weeks rent.  
The tenant provided the rental bond amount to:  
 the landlord or another person, or  
 NSW Fair Trading through Rental Bonds Online, or  
 the landlord's agent.

**MAXIMUM NUMBER OF OCCUPANTS:** No more than 1 Adult, 2 children may ordinarily live in the premises at any one time.

URGENTREYARSENAL Limited (a company registered in England)  
Registered office: 16 Wyndham Street, London, W1A 1AA  
Registered in England No. 02067281  
Company No. 02067281

Urgentreyar  
16 Wyndham Street  
London W1A 1AA  
United Kingdom

WATER USAGE: Will you not be installing a water saving device (tap aerator, shower head, etc.)?  YES  NO

**UTILITIES:**

Do you have an alarm system installed in the premises?  YES  NO  
Do you have a fire alarm system installed in the premises?  YES  NO

**SMOKE/ALARMS:**

Do you have a smoke alarm?  YES  NO  
If the smoke alarm is battery operated, do you have a spare battery?  YES  NO  
If you have a smoke alarm, do you have a spare battery?  YES  NO  
If you have a smoke alarm, do you have a spare battery?  YES  NO

Do you have a smoke alarm?  YES  NO  
If you have a smoke alarm, do you have a spare battery?  YES  NO  
If you have a smoke alarm, do you have a spare battery?  YES  NO

Do you have a smoke alarm?  YES  NO  
If you have a smoke alarm, do you have a spare battery?  YES  NO  
If you have a smoke alarm, do you have a spare battery?  YES  NO

STRAVIA LAWS: Are there any strata or community scheme by-laws applicable to the residential premises?  YES  NO  
If yes, please state the details.

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY: Indicate below, for each person, whether the person provides express consent to any notices and any other document under section 22A of the Residential Tenancies Act 2010 being delivered on them by email. The Electronic Transactions Act 2000 applies to notices and other documents you send or receive electronically to and from:

Do you (landlord) give express consent to the electronic service of notices and documents?  YES  NO  
If yes, specify email address to be used for the purpose of serving notices and documents:

reception@north.com.au

Do you (tenant) give express consent to the electronic service of notices and documents?  YES  NO  
If yes, specify email address to be used for the purpose of serving notices and documents:

enrico.mancini@north.com.au

CONDITION REPORT: A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or at the time of the agreement for lease or as part of the agreement.

TELECOMS 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.

\* Signed by tenant Enrico Mancini

## RIGHT TO OCCUPY THE PREMISES

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

## COPY OF AGREEMENT

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

## RENT

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

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

## RENT INCREASES

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

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

6. The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) if this agreement more than once in any 12-month period.
7. The landlord and the tenant agree:
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the NSW Civil and Administrative Tribunal (NCAT).

## RENT REDUCTIONS

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

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

10. The landlord agrees to pay:
  - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

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

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

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises; and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

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

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

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

12. The landlord agrees that the tenant is not required to pay water usage charges unless:
  - 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
  - 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
  - 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

#### POSSESSION OF THE PREMISES

14. The landlord agrees:

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

#### TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

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

#### USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
  - 16.2 not to cause or permit a nuisance, and
  - 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
  - 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
  - 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
17. The tenant agrees:
- 17.1 to keep the residential premises reasonably clean, and
  - 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
  - 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
  - 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

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

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

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

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

19. The landlord agrees:

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

**Note 1.** Section 62 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

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

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

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

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

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

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

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

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

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

#### URGENT REPAIRS

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

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

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

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

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

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

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

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

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,

- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

#### SALE OF THE PREMISES

##### 21. The landlord agrees:

- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
  - 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
22. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
23. The landlord and tenant agree:
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
  - 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

#### LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the NSW Civil and Administrative Tribunal (NCAT) so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.

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

- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
  - 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
  - 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
  - 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
26. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
27. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

#### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

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

##### 30. The tenant agrees:

- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
  - 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
  - 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
  - 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
  - 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
  - 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair
31. The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

#### LOCKS AND SECURITY DEVICES

##### 32. The landlord agrees:

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

##### 33. The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
  - 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

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

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

- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and



- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

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

##### 37. The landlord agrees:

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

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

*[Tick here [ ] and cross out clause if not applicable]*

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

#### MITIGATION OF LOSS

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

#### RENTAL BOND

*[Tick here [ ] and cross out clause if no rental bond is payable]*

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

#### SMOKE ALARMS

##### 42. The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

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

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

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

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

##### 43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

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

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

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

#### SWIMMING POOLS

*[Tick here [ ] and cross out clause if there is no swimming pool]*

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

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

- 46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

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

#### LOOSE-FILL ASBESTOS INSULATION

##### 47. The landlord agrees:

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

#### COMBUSTIBLE CLADDING

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

- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

#### SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health

or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

#### ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

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

- 50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

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

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

- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

#### ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

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

#### ADDITIONAL TERM — PETS

[Tick here  and cross out clause if not applicable]

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

##### 54. The tenant agrees:

- 54.1 to supervise and keep the animal within the premises, and
  - 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
  - 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
  - 54.4 to comply with any council requirements
55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

#### ADDITIONAL TERM - SPECIAL CONDITIONS FOR FLATS AND BY-LAWS

56. The tenant agrees to comply with the by-laws and or management statements that apply to the premises.

56.1 Premises to which the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management*

*Act 1989*) does not apply, such as flats, the tenant agrees to observe and comply with the special conditions that have been adopted where relevant from the Model By-Laws contained in the *Strata Schemes Management Regulation 2010*, Schedule 2 and are set out in Schedule 1 of this agreement. For the words written therein "owner or occupier" insert instead the words "the tenant", for "owners' corporation", insert instead "landlord", for "lot" insert instead "premises or flat", "the Act" insert instead the words "*Strata Schemes Management Act 1996*" and for "strata scheme" insert instead "the block".

#### ADDITIONAL TERM - HEALTH ISSUES

##### 57. The tenant agrees to:

- 57.1 control mould, mildew and dampness by adopting a regular cleaning routine, ensure adequate ventilation, operate exhaust fans where fitted and lifestyle practices that reduce the accumulation of condensation, and
- 57.2 keep the premises clear of any pests and vermin, and
- 57.3 advise the landlord/landlord's agent promptly of any signs of dampness, pests or vermin.

#### ADDITIONAL TERM - NO SET OFF

58. The tenant shall not deduct any money from rent or cease to pay rent as a set off against any rental bond without the approval of the landlord or the landlord's agent.

#### ADDITIONAL TERM - PROCEDURE ON TERMINATION

59. The tenant shall upon termination of this agreement:

- 59.1 vacate the premises peaceably and return all keys and or opening devices. If the tenant fails to do so, the tenant shall be liable to pay an occupation fee (equivalent to the rent payable) until the keys and/or opening devices are returned to the landlord or the landlord's agent and or compensate the landlord for changing the locks or other opening devices to reasonably secure the premises. The landlord may seek an order from the Civil and Administrative Tribunal to recover the occupation fee and/or compensation from the tenant, and
- 59.2 provide a forwarding address to the landlord.

#### ADDITIONAL TERM - COMMUNICATION AND MEDIA FACILITIES

60. The Landlord makes no warranty as to the availability or adequacy of any line or service for the telephone or internet; and digital, cable or analogue television and the tenant leases the property relying on his or her own enquiries.

#### ADDITIONAL TERM - CARE OF SWIMMING POOL

- 61. If there is a swimming pool located on the premises, the tenant must:
  - 61.1 keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;
  - 61.2 regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;
  - 61.3 regularly clean the pool filters and empty out the leaf baskets;
  - 61.4 maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;
  - 61.5 maintain the water level above the filter inlet at all times;
  - 61.6 promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;
  - 61.7 ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;
  - 61.8 not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and
  - 61.9 take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.

#### ADDITIONAL TERM - NON-URGENT REPAIRS

62. The tenant hereby agrees that any non-urgent repairs will be carried out between 9 am - 5 pm Monday to Friday.

#### ADDITIONAL TERM - SMOKING

63. The tenant hereby agrees that no smoking is allowed inside the residential premises. If the tenant smokes outside the premises, cigarette butts will not be thrown on the ground. The tenant will be charged to wash down all surfaces, floors, and window furnishings upon vacating if the tenant or occupants smoke inside the property. If this property is located in a strata complex, the tenant should observe the Strata By-Laws in respect to smoking on balconies

#### ADDITIONAL TERM - DISHONORED PAYMENTS

64. The Tenant agrees that if payment is tendered and subsequently dishonored by the financial institution, then a \$30 dishonor fee will be charged to the tenant. The tenant agrees to pay this dishonor fee within 7 working days.

#### ADDITIONAL TERM - GROUND AND GARDENS

65. The tenant agrees to maintain the grounds and gardens including trimming of any shrubs or bushes that grow during the tenancy at the property.

#### ADDITIONAL TERM - ASBESTOS

- 66.1 The landlord states that this property may contain Asbestos. Asbestos building materials were very common in the Australian Residential Building Industry between the 1940's - 1980's. Current scientific and medical evidence supports the fact that simply living or working in a building that contains asbestos is not dangerous so long as the asbestos is in good condition. Good condition means undamaged and undisturbed. As a general rule if the property was built before the mid 1980's is highly likely that it would have materials containing asbestos. Between 1980's and 1990's it is likely that it would have material containing asbestos. After 1990's, it is highly unlikely it would have materials containing asbestos.
- 66.2 The tenant hereby agrees that they will notify the landlord if any surface and or material at the property, that is believed may contain asbestos, is damaged or disturbed. This notification will be made in writing and communicated to the landlord, via the landlords agent.

#### ADDITIONAL TERM - INSURANCE

67. The tenant is advised that the landlord is not responsible to insure the tenant's own possessions (contents and personal effects).

#### ADDITIONAL TERM - TENANCY DATABASES

68. The tenant may be listed on a tenancy database(s) if the tenant vacates owing funds in excess of the bond and/or an order is obtained from the NSW Civil and Administrative Tribunal (NCAT).

#### ADDITIONAL TERM - CONSENT TO PUBLISH PHOTOGRAPHS OF RESIDENTIAL PREMISES

- 68.1 The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.
- 69.2 The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

#### Notes.

##### 1. Definitions

###### In this agreement:

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

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

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

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

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

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

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

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

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

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). 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 NSW Civil and Administrative Tribunal (NCAT) if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.



**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 owner's 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

refer to clauses 53-55 concerning pets.

#### 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 owner's 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.

## SPECIAL CONDITIONS

- a) All rental payments are to be paid by Cheque, Eftpos, Cash, money order, internet banking or through our DEFT system. Your DEFT number & instruction on setting it up will be given to you on the day you sign your lease. There are surcharges on credit card payments when using DEFT please refer to Macquarie Bank for percentages. In the event of a cheque/DEFT payment being dishonoured all future payments must be made by cash or bank cheque. The tenant also agrees to pay any bank charges incurred. Please note any letters or emails sent to you throughout your tenancy regarding arrears are recorded on your tenancy letter and may affect your chance of renting in the future.
- b) The tenant agrees to pay for water used under the user pays method within 21 days of receipt of invoice. This is on the basis that water usage is charged or maybe charged by the landlord in the future. (Total water usage for individual property) Clause 10.5
- c) The tenant agrees to maintain the lawns and gardens to a reasonable standard at all times throughout the tenancy and return them to the landlord in reasonable condition at the completion of the lease. The tenant is not permitted to plant in, remove items from or change the landscaping of any lawns or gardens without prior written permission from the landlord.  
NOTE- no stockpiling of grass clippings is permitted where applicable
- d) The tenants agree to have been given an emailed copy and a printed hard copy of the condition report upon signing this lease. The tenant/s understand this has been completed by an MMJ North representative and they have 7 days to check the report and add any additional comments before returning the printed hard copy to the agent. Tenant must sign all pages including photos and return the report to the agent. They will be emailed a copy for their records.
- e) The property is leased as a non-smoking premise inside. In the event this is not obeyed the tenant is responsible for all costs of any damage to the unit. i.e. smoke damage, yellowing of painted walls, light globes etc. Clause 63.
- f) The tenant agrees to test the operation of all smoke alarms at the premises on a regular basis. If the tenant becomes aware at any time, that the smoke alarm is not in operating order, the tenant will promptly notify the Agent in writing.
- g) No furniture or appliances to be dragged across the floor or floor coverings.
- h) The tenant acknowledges the Agent/Landlord will undertake an internal/external inspection three months into the term of the tenancy, and then at intervals designated by the Agent. Photographs will be taken at these inspections for the purpose of the report that is sent to the landlord. These photos are solely for the purpose of the inspection.
- i) The tenant agrees to and gives permission for MMJ North to take pictures during the tenancy for the purpose of our Routine Inspections to show the condition of the property and any appropriate repairs or repair items and in the event the property is listed for lease, sale or a valuation is required, photos will be taken.
- j) The tenant shall not make any alterations (including attaching picture hooks) to the premises, unless they have received prior written permission from Landlord/Agent.
- k) The tenants understand all repairs are to be reported to the Agent and only urgent repairs can be arranged by the tenant with the agencies emergency contractors in after hour's situations or where the agent cannot be contacted. If a contractor has been called and there is no fault or repair the tenant is responsible for the call out fee.
- l) Tenant to immediately report any matters of concern to the Agent during tenancy when they come to hand.
- m) Any applicable exhaust fans installed in any bathrooms must be used whenever the shower or bath is in use to prevent mould forming. Also refer to lease agreement additional clause 57.1 where the tenant must ventilate in an adequate and timely manner to prevent mould (which means opening windows to allow air in and opening window coverings to allow sunlight into the property).
- n) The tenant has been made aware that if the agreement (lease) is breached their personal information could be listed on a tenant default database (TICA). Clause 68.
- o) In the event that the tenant has stained/damaged the flooring ie carpet, linoleum or floorboards with the spillage of liquid, oils or other substances, or has failed to clean any additional stains, then the Landlord/Agent is entitled to recover the costs of cleaning such areas.
- p) The landlord's insurance WILL NOT cover any of your personal contents. It is your own best interest to ensure that you have contents insurance. Clause
- q) In the event that you lock yourself out of your rental property outside of MMJ North business hours you will need to source your own Locksmith to gain entry to the property and this will be at your own expense also. If you lose or fail to return any keys at the end of your tenancy the landlord has the right to change the lock or device relating to those keys at your expense.

- i) The tenant shall be responsible for the maintenance and repair of the property for any damage to the property, including but not limited to, the roof, walls, floors, ceilings, windows, doors, and fixtures, and shall be responsible for the cost of any repairs or replacements.
  - ii) The tenant shall be responsible for the maintenance and repair of the property for any damage to the property, including but not limited to, the roof, walls, floors, ceilings, windows, doors, and fixtures, and shall be responsible for the cost of any repairs or replacements.
  - iii) The tenant shall be responsible for the maintenance and repair of the property for any damage to the property, including but not limited to, the roof, walls, floors, ceilings, windows, doors, and fixtures, and shall be responsible for the cost of any repairs or replacements.
  - iv) Any damage to the property shall be repaired by the tenant within a reasonable time frame, and the tenant shall be responsible for the cost of any repairs or replacements.
  - v) A condition of the tenancy is that the tenant shall be responsible for the maintenance and repair of the property for any damage to the property, including but not limited to, the roof, walls, floors, ceilings, windows, doors, and fixtures, and shall be responsible for the cost of any repairs or replacements.
- The tenant shall be responsible for the maintenance and repair of the property for any damage to the property, including but not limited to, the roof, walls, floors, ceilings, windows, doors, and fixtures, and shall be responsible for the cost of any repairs or replacements.
- The tenant shall be responsible for the maintenance and repair of the property for any damage to the property, including but not limited to, the roof, walls, floors, ceilings, windows, doors, and fixtures, and shall be responsible for the cost of any repairs or replacements.

*\* E. Smith*

Tenant's Signature

Tenant's Signature

Tenant's Signature

Tenant's Signature

2/4/2020

*[Signature]*

Landlord's Signature: M. J. ...