

# Contract for the sale and purchase of land 2019 edition

## TERM

## MEANING OF TERM

## NSW DAN:

vendor's agent

**JKL REAL ESTATE PTY LTD**  
**SHOP 4, THE MARINA, 2 LITTLE STREET**  
**FORSTER NSW 2428**

Phone **02 6554 8717**  
 Fax **02 6555 8664**  
 Ref

co-agent

vendor

**CHRISTOPHER ANDREW HALE**  
**18 CAROLYN STREET, GREYSTANES, NSW, 2145**

vendor's solicitor

**WARREN & WARREN**  
**Office 5, 29-33 Joyce Street (PO Box 265)**  
**Pendle Hill NSW 2145**

Phone **+61 2 9633 9455**  
 Fax **+61 2 9635 7058**  
 Email **pendlehill@warrenlaw.com.au**  
 Ref **AP:CM:197013**

date for completion

42nd

day after the contract date (clause 15)

land(address,  
 plan details and  
 title reference)

**13 SEAVIEW STREET, FORSTER, 2428**

**Being the whole of the land in Certificate of Title Folio Identifier 7/4/21515, being Lot 7 Section 4  
 Deposited Plan No.DP21515**

☐ VACANT POSSESSION ☒ subject to existing tenancies

improvements

☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space  
☐ none ☐ other:

attached copies

documents in the List of Documents as marked or numbered:  
 other documents:

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

inclusions

☒ blinds ☐ dishwasher ☒ light fittings ☒ stove  
☒ built-in wardrobes ☒ fixed floor coverings ☒ range hood ☐ pool equipment  
☒ clothes line ☒ insect screens ☐ solar panels ☒ TV antenna  
☐ curtains ☒ other: ceiling fans, air conditioner, remote control garage door  
 opener

exclusions

purchaser

purchaser's solicitor

Phone  
 Fax  
 Ref

price

deposit

balance

(10% of the price, unless otherwise stated)

contract date

(if not stated, the date this contract was made)

buyer's agent

deposit

☐ INVESTED ☐ not invested

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)  
**proposed electronic transaction** (clause 30)

☒ NO ☐ yes  
☐ no ☒ YES

**NOTE: Subject to clause 13 the price INCLUDES GST (if any) payable by the vendor**  
**Tax information (the parties promise this is correct as far as each party is aware)**

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an *RW payment*  
 (residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide  
 further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

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

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

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

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

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

## List of Documents

**General**

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

**Home Building Act 1989**

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

**Swimming Pools Act 1992**

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

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

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, 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:

Australian Taxation Office  
Council  
County Council  
Department of Planning and Environment  
Department of Primary Industries  
East Australian Pipeline Limited  
Electricity and gas  
Land & Housing Corporation  
Local Land Services  
NSW Department of Education

NSW Fair Trading  
NSW Public Works Advisory  
Office of Environment and Heritage  
Owner of adjoining land  
Privacy  
Roads and Maritime Services  
Subsidence Advisory NSW  
Telecommunications  
Transport for NSW  
Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>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>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i> );
<i>RW 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>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 – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

## 2 Deposit and other payments before completion

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

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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



- 7 Claims by purchaser**  
 The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1** the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2** if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1** The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2** If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**  
 If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1** keep or recover the deposit (to a maximum of 10% of the price);
- 9.2** hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3** sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1** The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;

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

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve evidence* of submission of an *RW 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 *RW 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 *RW payment*.
- 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 lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

**• Purchaser**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW 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 \$40 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

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

**17 Possession**

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

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

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

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

## 19 Rescission of contract

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

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

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

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

## 20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 served if it is served by the *party* or the *party's solicitor*;

20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 served if it is served in any manner provided in s470 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 11.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, 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, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after 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; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | 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' 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>ENCL</i> ;  |
| <i>populate title data</i>      | to complete data fields in the <i>Electronic Workspace</i> ; and the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .  |

### 31 Foreign Resident Capital Gains Withholding

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

31.2.4      *serve* evidence of receipt of payment of the *remittance amount*.

31.3      The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.

31.4      If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.

31.5      If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

13 Seaview Street FORSTER NSW 2428

## Conditions of sale by auction

If the *property* is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## COOLING-OFF CERTIFICATE

I, \_\_\_\_\_

of \_\_\_\_\_

in the State of New South Wales, Solicitor/Barrister certify as follows:-

- (a) I am a Solicitor/Barrister currently admitted to practise in New South Wales.
- (b) I am giving this certificate in accordance with Section 66W of the Conveyancing Act, 1919 with reference to a contract for the sale of property known as **13 SEAVIEW STREET, FORSTER, 2428** from **CHRIS A HALE** as vendor to  
  
as purchaser in order that there is no cooling-off period in relation to that contract.
- (c) I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
- (d) I have explained to  
the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:
  - (i) the effect of the contract for the purchase of that property;
  - (ii) the nature of this certificate;
  - (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated: .....

Signed: .....

## Conditions of sale by auction

If the *property* is or is intended to be sold at auction:

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## COOLING-OFF CERTIFICATE

I, \_\_\_\_\_  
of \_\_\_\_\_

certify as follows:-

1. I am a Solicitor/Barrister currently admitted to practice in New South Wales.
2. I am giving this Certificate in accordance with S.66W of the Conveyancing Act, 1919 with reference to a Contract for sale of property known as **13 SEAVIEW STREET, FORSTER** from **Christopher Andrew Hale and** (hereinafter called the Vendor(s)) to **and** (hereinafter called the Purchaser(s)) in order that there is no Cooling off period in relation to that contract.
3. I do not act for the vendor and am not employed in the legal practice of a solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.
4. I have explained to  
the purchaser / an officer of the purchaser corporation or a person involved in the management of its affairs:
  - (i) the effect of the contract for the purchase of that property;
  - (ii) the nature of this certificate;
  - (iii) the effect of giving this certificate to the vendor, that is, that there is no cooling-off period in relation to the contract.

Dated: .....

Signed: .....

Solicitor



## SPECIAL CONDITIONS

### 33. AMENDMENTS TO PRINTED CLAUSES

The printed clauses are amended as follows: -

- (a) In the definition of "*settlement cheque*" delete "the vendor or";
- (b) Clause 7.1.1 is deleted;
- (c) In clause 7.2.1 – "10% of the price" is changed to "\$100.00";
- (d) In clause 7.2.4 – after the words "more than", delete the rest of the sentence and replace it with "the lesser of the total amount claimed and \$100.00";
- (e) At the end of clause 7.2.6 delete the full stop and add "and the amount held and all net interest must be paid to the Vendor.";
- (f) In clause 8.1.1 – delete the words and punctuation ", on reasonable grounds,";
- (g) In each of clauses 10.1.8 and 10.1.9 delete "substance" and replace it with "existence";
- (h) Clause 13.2 is deleted and replaced with "*Normally, if a party must pay the price or any other amount to the other party under this contract, GST is to be added to the price or amount.*
- (i) In clause 14.4 delete the words "must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but";
- (j) In clause 14.4.2 delete all the words and replace them with "by adjusting the amount paid or payable based upon the assessment of land tax for the property for the current year";
- (k) Clause 16.8 is deleted;
- (l) Clause 23.6.1 is deleted.
- (m) Clause 23.13 – "7" is deleted and replaced with "3";
- (n) Clause 23.14 – "7" is deleted and replaced with "3";
- (o) Clauses 24.1.1 & 24.3.3 – are deleted;
- (p) Clause 30.5 – "7" is deleted and replaced with "14";
- (q) Clause 30.8 – "7" is deleted and replaced with "14";
- (r) Clause 30.10 – "parties" is deleted and replaced with "purchaser";
- (s) Clause 31.4 – "7" is deleted and replaced with "3";

### 34. NOTICE TO COMPLETE

- (a) Where for any reason other than default or delay by the party proposing to give a notice to complete this contract is not completed by the completion date, then at any time after the completion date the party not in default may serve on the party in default a notice to complete which makes time of the essence of this contract. Any notice to complete shall nominate a date by which this contract must be completed, which date must be at least 14 days after the date of service of the notice to complete (calculated exclusive of the date of service but inclusive of the nominated date). The parties acknowledge that this period of 14 days is reasonable for all purposes. The party serving a notice to complete may at any time withdraw the notice to complete by further notice to the party in default and/or, at its option, extend or issue a further notice to complete.
- (b) The Vendor:
  - (i) Is not obliged to remove any caveat registered over the property by or on behalf of the Purchaser or the Purchaser's mortgagee;
  - (ii) Will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any Caveat registered over the property by or on behalf of the Purchaser or the Purchaser's mortgagee;
  - (iii) Is not obliged to remove any charge on the property for any outgoings until completion;
  - (iv) Will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any Charge on the property for any outgoings;
  - (v) May serve a Notice to complete on the Purchaser notwithstanding that, at the time such notice is issued or at any subsequent time, there is a caveat registered over the property by or on behalf of the Purchaser or the Purchaser's mortgagee and/or a Charge on the property for any outgoings.
- (c) Should the vendor serve a notice to complete hereunder the purchaser will pay to the vendor on settlement the sum of \$330.00 by way of liquidated damages which the parties acknowledge is a reasonable figure to cover the expenses of drafting, preparing and serving the notice.

### 35. INTEREST

If this contract is not completed by the completion date, the purchaser shall on completion pay to the vendor, in addition to the balance of the price, interest on the unpaid balance of the price at the rate of 10% per annum, calculated on a daily basis from the completion date (or if the vendor is not ready willing and able to

complete on the completion date, then from such later date on which the vendor is ready willing and able to complete this contract) to the date of completion. The obligation to pay interest is an essential term of this contract and the vendor is under no obligation to complete this contract unless the interest provided for in this special condition has been paid.

### **36. CAPACITY.**

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either *party* at law or in equity had this clause not been included, if either *party* (and if more than one person comprises that first *party* then any one of them) prior to completion:

- (a) dies or becomes mentally ill, then the other *party* may *rescind* this contract by written notice to the first *party's* *solicitor* and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- (b) being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first *party* will be in default under this contract.

### **37. INCONSISTENCY & SEVERABILITY**

If there is any inconsistency between the printed clauses (i.e. those numbered up to 32.4) and these special conditions (i.e. those numbered from 33 onwards), the special conditions prevail to the extent of that inconsistency. Unenforceability of a provision of this contract does not affect the enforceability of any other provision of this contract. This special condition does not apply if its application materially affects the commercial arrangement constituted by this contract.

### **38. WARRANTIES**

The purchaser warrants:

- (a) that it has inspected the property and unless stated otherwise in this contract, it has not entered into this contract in reliance on any statement, representation, promise or warranty made by or on behalf of the vendor in respect of:
  - (i) the property;
  - (ii) the neighbourhood in which the property is located;
  - (iii) the suitability of the property for any use;
  - (iv) any rights and privileges relating to the property; or
  - (v) any matter which has or may have an effect on the property.
- (b) that it has inspected the property and accepts the same in its present condition and state of repair and subject to all or any dilapidation, infestation, faults and defects whether latent or patent.
- (c) that the purchaser has made his own enquiries and satisfied himself in relation to the description of the property sold without reference to any advertisement published or statement made prior to signing of this Contract and notwithstanding any misdescription error or omission in or from the particulars of any map or plan of the property is purchasing the property with full notice of and subject to the situation state and condition of the property.
- (d) that the purchaser was not introduced to the vendor or the property by any real estate agent except the agent (if any) named on 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 shall be continuing indemnities not merging on completion.

### **39. OBJECTIONS, REQUISITIONS OR CLAIMS**

The purchaser may not make any objection, requisition or claim for compensation in respect of:

- (a) the nature, location, availability or non-availability of any service;
- (b) the property being subject to any service or mains, pipes or connections for any service;

- (c) the property having the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- (d) any defects in any service;
- (e) any underground or surface storm water drain passing through or over the property;
- (f) any manhole or vent on the property; or
- (g) any rainwater downpipe being connected to the sewer.
- (h) all matters disclosed or referred to in the survey report (if any) attached hereto and The vendor makes no warranty as to the accuracy or completeness of the survey report or that the original of same will be available on settlement.
- (i) any boundary of the said parcel is not fenced or that any boundary fence or wall shall not be upon or within such boundary.

#### 40. ENCUMBRANCE ON CERTIFICATE OF TITLE & REMOVAL OF CHARGES

- (a) If any encumbrance to which this contract is not subject is noted on the certificate of title for the property on completion, then the purchaser must accept a duly executed discharge in registrable form (if appropriate) which will remove the encumbrance, together with the applicable registration fee and when the vendor gives the purchaser a discharge, the vendor is regarded as having given the purchaser a transfer of the property free from the encumbrance.
- (b) The vendor is not obliged to remove any charge on the property for any outgoing until completion. The vendor will not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the property for any outgoing and may serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued or at any subsequent time there is a charge on the property for any outgoing.

#### 41. DEPOSIT

- (a) The *depositholder* is authorised to release to the Vendor the deposit, provided that such moneys so released shall only be used by the Vendor to assist in the purchase of real property (including the payment of any stamp duty thereon) and shall only be paid into the trust account of a licensed real estate agent or solicitor (excluding any amount required for payment of any stamp duty) and shall not be further released without the consent of the purchaser until completion.
- (b) The parties acknowledge that it is a fundamental condition of this Contract that a deposit of 10% of the purchase price is payable and shall be forfeited to the Vendor in the event of the Purchaser's default under this Contract. In the event that the Vendor agrees to accept less than 10% of the purchase price to be paid by the Purchaser, either on or before the date of exchange or prior to the expiry of any cooling off period granted under this Contract, then the balance of the deposit (being 10% of the purchase price) shall be paid to the Vendor on the date of completion, in the event that the Contract is completed, or immediately upon notice being served on the Purchaser by or on behalf of the Vendor in the event this Contract is terminated. Provided however that if the deposit is paid in instalments then all interest earned on the deposit herein shall be for the benefit of the vendor solely.
- (c) Notwithstanding any other provision of this Contract, if a cooling off period applies, then the deposit may be paid by two (2) instalments as follows:
  - (i) An amount equivalent to 0.25% of the purchase price – on or before the making of this Contract;
  - (ii) The balance of the deposit – no later than 5.00pm on the 5<sup>th</sup> business day after the date of this Contract (time being of the essence).
- (d) If the Parties agree to the investment of the deposit in accordance with the contract the Purchaser/s consent to providing their tax file number/s are as follows: -

Tax file No: .....

Name: .....

Tax file No: .....

Name: .....

**42. FIRB APPROVAL**

The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to certain transactions do not apply to the purchaser in relation to this contract. If the purchaser breaches this warranty, whether deliberately or unintentionally, the purchaser will indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of this breach by the purchaser.

**43. SWIMMING POOL**

The Vendor discloses, and the Purchaser acknowledges that if a Certificate of Non-Compliance in respect of the swimming Pool is annexed to this Contract, the Purchaser cannot require the Vendor to do any of the following:

- (a) carry out any works to the Swimming Pool or its surrounds;
- (b) make any financial adjustment in favour of the Purchaser in respect of the noncompliance; or
- (c) provide to the Purchaser a Certificate of Compliance.

The Purchaser cannot make any objection, requisition or delay completion due to the noncompliance of the Swimming Pool.

**44. GUARANTEE AND INDEMNITY**

If the Purchaser (and, if comprising more than one person, any one or more of them) is a company, then in consideration of the Vendor entering into this contract with the Purchaser, the directors of the Purchaser.....and.....

**("the Guarantors")** hereby jointly and severally agree to guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by reason of any deemed waiver by the Vendor or by any means other than express waiver by the Vendor. Any rescission or termination of this contract will not waive any of the obligations arising pursuant to this clause. This guarantee and indemnity is an essential condition of this contract and is deemed to constitute a principal obligation between the Guarantors and the Vendor.

Signed, sealed and delivered by  
**the Guarantors** in the presence of:

.....  
Witness

.....  
Guarantor

**45. SETTLEMENT FEE**

If the Vendor is in possession of the Certificate of Title, settlement is to take place at the office of the Vendors Solicitor. In the event that the Vendor agrees to settle elsewhere, then the Purchaser shall pay the Vendors agency fee of \$99.00 (GST Inclusive) should settlement be in Sydney. Sydney settlements will take place at Hazlett & Co 704/60 Park Street, Sydney.

**46. TRANSFER**

Notwithstanding anything to the contrary contained in this Contract or implied at common law should the Transfer not be submitted to the vendor's solicitor's office 14 days prior to completion the purchaser will pay to the vendor's solicitor on settlement the sum of \$110.00 (incl of GST) as additional costs of late service of the Transfer.

**47. HOLIDAY PERIOD**

Notwithstanding anything else to the contrary in this Contract, if the date of completion of this Contract is on or after 17 December 2021 through to 12 January 2022, then it is agreed that the completion date shall be 18 January 2022.

**48. PEXA**

The Vendor and Purchaser agree that:

- (a)** The completion of this Contract will take place through PEXA; and
- (b)** The Purchaser shall provide the vendor with adjustment figures using the Financial Schedule in PEXA;

In the event that the purchaser fails to either complete the Contract and or provide the vendor with adjustment figures using the Financial Schedule in PEXA, then the Purchaser will pay to the Vendor the sum of \$385.00 (inclusive of GST) on Completion in addition to the Purchase Price.

**49. COOLING-OFF PERIOD**

Both the vendor and purchaser agree to extend the cooling-off period in this contract from 5 business days to        business days.



LAND  
REGISTRY  
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/4/21515

SEARCH DATE	TIME	EDITION NO	DATE
9/7/2021	4:47 PM	9	16/6/2020

LAND

LOT 7 OF SECTION 4 IN DEPOSITED PLAN 21515  
AT FORSTER  
LOCAL GOVERNMENT AREA MID-COAST  
PARISH OF FORSTER COUNTY OF GLOUCESTER  
TITLE DIAGRAM DP21515

FIRST SCHEDULE

CHRISTOPHER ANDREW HALE (TP AD879939)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 AQ169376 MORTGAGE TO FIRST OPTION BANK LTD & LABORATORIES CREDIT UNION LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

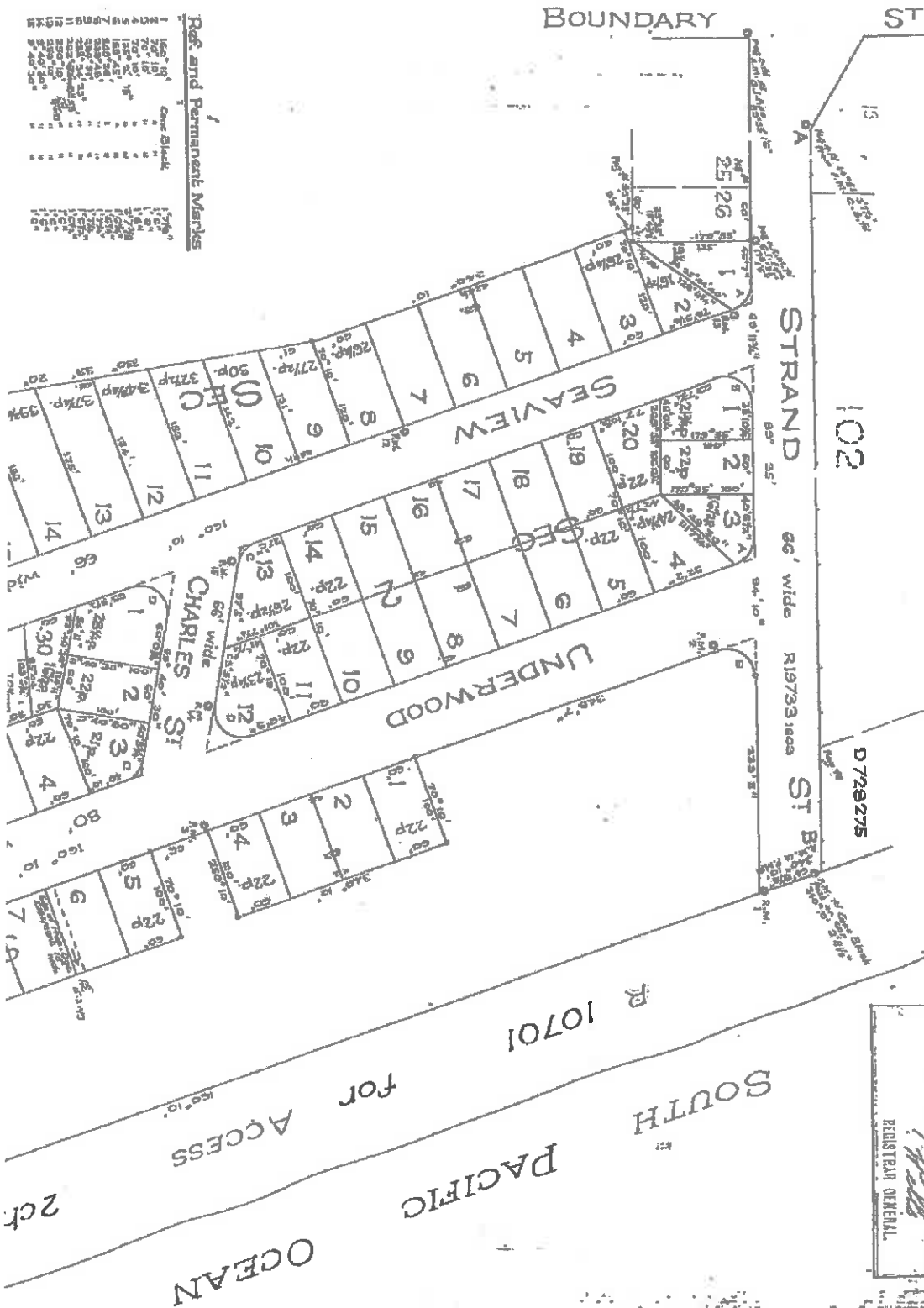
Form No. 1 (for Deposited Plans)

1.  $2x^2 + 3x - 4$   
 2.  $5x^3 - 2x^2 + 7x - 1$   
 3.  $x^4 - 3x^3 + 2x^2 - x + 5$   
 4.  $7x^5 - 4x^4 + x^3 - 2x^2 + 3x - 8$   
 5.  $9x^6 - 5x^5 + 3x^4 - x^3 + 2x^2 - 7x + 1$   
 6.  $11x^7 - 8x^6 + 6x^5 - 4x^4 + 2x^3 - x^2 + 5x - 3$   
 7.  $13x^8 - 10x^7 + 8x^6 - 6x^5 + 4x^4 - 2x^3 + x^2 - 9x + 7$   
 8.  $15x^9 - 12x^8 + 10x^7 - 8x^6 + 6x^5 - 4x^4 + 2x^3 - x^2 + 7x - 5$   
 9.  $17x^{10} - 14x^9 + 12x^8 - 10x^7 + 8x^6 - 6x^5 + 4x^4 - 2x^3 + x^2 - 11x + 9$   
 10.  $19x^{11} - 16x^{10} + 14x^9 - 12x^8 + 10x^7 - 8x^6 + 6x^5 - 4x^4 + 2x^3 - x^2 + 13x - 11$

of subdivision of parts of Portions 16, 37, 102 and 104

Scale: 80 feet to an inch

This is the plan number of record as  
 Deposited Plan No. 211515  
 on the 26th day of March 1942  
 REGISTRAR GENERAL.

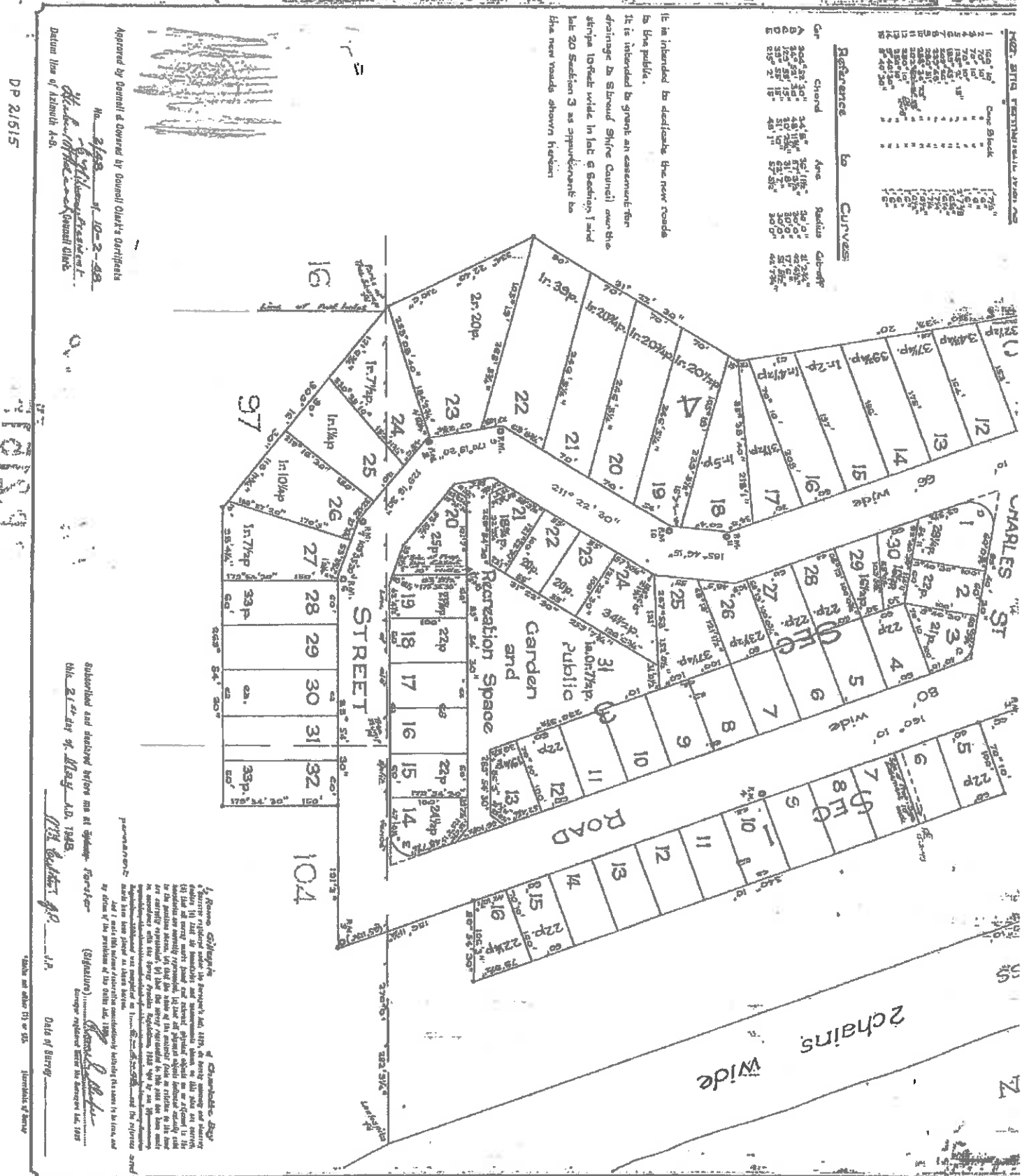


#6 Underwood

2

1. Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 8th day of January, 1980.

107-2174 ELECTIONS, 1970-1980







I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 26th day of January, 1980.

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT		
FEET INCHES	METRES	
1 11 5/4	0.102	
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1 11 5/4	1.063	
1 11 5/4	1.255	
1 11 5/4	1.447	
1 11 5/4	1.639	
1 11 5/4	1.831	
1 11 5/4	2.023	
1 11 5/4	2.215	
1 11 5/4	2.407	
1 11 5/4	2.599	
1 11 5/4	2.791	
1 11 5/4	2.983	
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1 11 5/4	3.559	
1 11 5/4	3.751	
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1 11 5/4	4.327	
1 11 5/4	4.519	
1 11 5/4	4.711	
1 11 5/4	4.903	
1 11 5/4	5.095	
1 11 5/4	5.287	
1 11 5/4	5.479	
1 11 5/4	5.671	
1 11 5/4	5.863	
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1 11 5/4	6.247	
1 11 5/4	6.439	
1 11 5/4	6.631	
1 11 5/4	6.823	
1 11 5/4	7.015	
1 11 5/4	7.207	
1 11 5/4	7.399	
1 11 5/4	7.591	
1 11 5/4	7.783	
1 11 5/4	7.975	
1 11 5/4	8.167	
1 11 5/4	8.359	
1 11 5/4	8.551	
1 11 5/4	8.743	
1 11 5/4	8.935	
1 11 5/4	9.127	
1 11 5/4	9.319	
1 11 5/4	9.511	
1 11 5/4	9.703	
1 11 5/4	9.895	
1 11 5/4	10.087	
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1 11 5/4	10.471	
1 11 5/4	10.663	
1 11 5/4	10.855	
1 11 5/4	11.047	
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1 11 5/4	11.431	
1 11 5/4	11.623	
1 11 5/4	11.815	
1 11 5/4	12.007	
1 11 5/4	12.199	
1 11 5/4	12.391	
1 11 5/4	12.583	
1 11 5/4	12.775	
1 11 5/4	12.967	
1 11 5/4	13.159	
1 11 5/4	13.351	
1 11 5/4	13.543	
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1 11 5/4	14.503	
1 11 5/4	14.695	
1 11 5/4	14.887	
1 11 5/4	15.079	
1 11 5/4	15.271	
1 11 5/4	15.463	
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1 11 5/4	16.807	
1 11 5/4	17.0	

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT		
FEET INCHES	METRES	
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1 11 5/4	18.116	
1 11 5/4	18.447	
1 11 5/4	18.778	
1 11 5/4	19.109	
1 11 5/4	19.440	
1 11 5/4	19.771	
1 11 5/4	20.102	
1 11 5/4	20.433	
1 11 5/4	20.764	
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1 11 5/4	22.750	
1 11 5/4	23.081	
1 11 5/4	23.412	
1 11 5/4	23.743	
1 11 5/4	24.074	
1 11 5/4	24.405	
1 11 5/4	24.736	
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1 11 5/4	25.398	
1 11 5/4	25.729	
1 11 5/4	26.060	
1 11 5/4	26.391	
1 11 5/4	26.722	
1 11 5/4	27.053	
1 11 5/4	27.384	
1 11 5/4	27.715	
1 11 5/4	28.046	
1 11 5/4	28.377	
1 11 5/4	28.708	
1 11 5/4	29.039	
1 11 5/4	29.370	
1 11 5/4	29.701	
1 11 5/4	30.032	
1 11 5/4	30.363	
1 11 5/4	30.694	
1 11 5/4	31.025	
1 11 5/4	31.356	
1 11 5/4	31.687	
1 11 5/4	32.018	
1 11 5/4	32.349	
1 11 5/4	32.680	
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1 11 5/4	33.673	
1 11 5/4	34.004	
1 11 5/4	34.335	
1 11 5/4	34.666	
1 11 5/4	34.997	
1 11 5/4	35.328	
1 11 5/4	35.659	
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1 11 5/4	41.286	
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1 11 5/4	44.927	
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1 11 5/4	47.906	
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1 11 5/4	49.230	
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CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT		
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1 11 5/4	121.749	
1 11 5/4	122.080	
1 11 5/4	122.411	
1 11 5/4	122.742	
1 11 5/4	123.073	
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1 11 5/4	126.714	
1 11 5/4	127.045	
1 11 5/4	127.376	
1 11 5/4	127.707	
1 11 5/4	128.038	
1 11 5/4	128.369	
1 11 5/4	128.700	
1 11 5/4	129.031	
1 11 5/4	129.362	
1 11 5/4	129.693	
1 11 5/4	130.024	
1 11 5/4	130.355	
1 11 5/4	130.686	
1 11 5/4	131.017	
1 11 5/4	131.348	
1 11 5/4	131.679	
1 11 5/4	132.010	
1 11 5/4	132.341	
1 11 5/4	132.672	
1 11 5/4	133.003	
1 11 5/4	133.334	
1 11 5/4	133.665	
1 11 5/4	133.996	
1 11 5/4	134.327	
1 11 5/4	134.658	
1 11 5/4	134.989	
1 11 5/4	135.320	
1 11 5/4	135.651	
1 11 5/4	135.982	
1 11 5/4	136.313	
1 11 5/4	136.644	
1 11 5/4	136.975	
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1 11 5/4	137.637	
1 11 5/4	137.968	
1 11 5/4	138.299	
1 11 5/4	138.630	
1 11 5/4	138.961	
1 11 5/4	139.292	
1 11 5/4	139.623	
1 11 5/4	139.954	
1 11 5/4	140.285	
1 11 5/4	140.616	
1 11 5/4	140.947	
1 11 5/4	141.278	
1 11 5/4	141.609	
1 11 5/4	141.940	
1 11 5/4	142.271	
1 11 5/4	142.602	
1 11 5/4	142.933	
1 11 5/4	143.264	
1 11 5/4	143.595	
1 11 5/4	143.926	
1 11 5/4	144.257	
1 11 5/4	144.588	
1 11 5/4	144.919	
1 11 5/4	145.250	
1 11 5/4	145.581	
1 11 5/4	145.912	
1 11 5/4	146.243	
1 11 5/4	146.574	
1 11 5/4	146.905	
1 11 5/4	147.236	
1 11 5/4	147.567	
1 11 5/4	147.898	
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1 11 5/4	148.560	
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1 11 5/4	150.546	
1 11 5/4	150.877	
1 11 5/4	151.208	
1 11 5/4	151.539	
1 11 5/4	151.870	
1 11 5/4	152.201	
1 11 5/4	152.532	
1 11 5/4	152.863	
1 11 5/4	153.194	
1 11 5/4	153.525	
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1 11 5/4	154.518	
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1 11 5/4	155.180	
1 11 5/4	155.511	
1 11 5/4	155.842	
1 11 5/4	156.173	
1 11 5/4	156.504	
1 11 5/4	156.835	
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1 11 5/4	157.828	
1 11 5/4	158.159	
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1 11 5/4	158.821	
1 11 5/4	159.152	
1 11 5/4	159.483	
1 11 5/4	159.814	
1 11 5/4	160.145	
1 11 5/4	160.476	
1 11 5/4	160.807	
1 11 5/4	161.138	
1 11 5/4	161.469	
1 11 5/4	161.800	
1 11 5/4	162.131	
1 11 5/4	162.462	
1 11 5/4	162.793	
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1 11 5/4	185.965	
1 11 5/4	186.296	
1 11 5/4	186.627	
1 11 5/4	186.958	
1 11 5/4	187.289	
1 11 5/4	187.620	
1 11 5/4	187.951	
1 11 5/4	188.282	
1 11 5/4	188.613	
1 11 5/4	188.944	
1 11 5/4	189.275	
1 11 5/4	189.606	
1 11 5/4	189.937	
1 11 5/4	190.268	
1 11 5/4	190.599	
1 11 5/4	190.930	



**MIDCOAST**  
council

**Forster office**  
4 Breese Parade | PO Box 450  
Forster NSW 2428

## PLANNING CERTIFICATE

**Section 10.7**  
**Environmental Planning & Assessment Act 1979**

<b>Cert No.</b>	<b>1186 / 2019</b>
-----------------	--------------------

**Applicant**

WARREN & WARREN  
PO Box 265  
PENDLE HILL NSW 2145

Receipt No. : 2049963  
Date of Issue : 21 January 2019  
Ref : GC:RS:197013 HALE

Property Key : 6635

**Property Description**

13 Seaview Street, FORSTER NSW 2428  
Lot 7 Sec 4 DP 21515

**Owner (as recorded by Council):**

Mr C A Hale  
18 Carolyn St  
GREYSTANES NSW 2145

### **A — Advice provided in accordance with Section 10.7(2)**

#### **1. Names of relevant planning instruments and DCPs**

**Great Lakes Local Environment Plan 2014**

**Great Lakes Development Control Plan**

**The land is subject to the following planning proposal(s)**

**Short-term Holiday Rental of Dwellings**

The proposal seeks to introduce a new local clause to allow the use of dwellings for short term holiday accommodation. It is proposed to allow dwellings that have up to 4 bedrooms to be used for short term holiday rentals without development consent, and to require those with 5 or more bedrooms to be permitted with development consent.

**Liveable Housing and Flexible Zone Boundaries**

The planning proposal seeks to amend the Great Lakes Local Environmental Plan 2014 by (1) replacing references to the Australian Standard AS 4299-1995 Adaptable Housing with the Liveable Housing Guidelines (LHA Third Edition 2015) and expand the application of these provisions; and (2) introduce a new clause to provide flexible zone boundaries in urban release areas.

**The name of each State Environmental Planning Policy which may apply to the carrying out of development on the land**

SEPP	COASTAL MANAGEMENT 2018 (WHOLE OF LOT)
SEPP	SENIORS HOUSING etc.
SEPP	STATE ENVIRONMENTAL PLANNING POLICY (INTEGRATION AND REPEALS) 2016
SEPP NO. 1	DEVELOPMENT STANDARDS

SEPP NO. 4	DEVELOPMENT WITHOUT CONSENT AND MISCELLANEOUS EXEMPT AND COMPLYING DEVELOPMENT
SEPP NO. 21	CARAVAN PARKS
SEPP NO. 30	INTENSIVE AGRICULTURE
SEPP NO. 33	HAZARDOUS & OFFENSIVE DEVELOPMENT
SEPP NO. 36	MANUFACTURED HOME ESTATES
SEPP NO. 44	KOALA HABITAT PROTECTION
SEPP NO. 50	CANAL ESTATE DEVELOPMENT
SEPP NO. 55	REMEDIATION OF LAND
SEPP NO. 62	SUSTAINABLE AQUACULTURE
SEPP NO. 64	ADVERTISING AND SIGNAGE
SEPP NO. 65	DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT
SEPP BASIX	(BUILDING SUSTAINABILITY INDEX: BASIX) 2004
SEPP-MD	(MAJOR DEVELOPMENT) 2005
SEPP-MPP&EI	(MINING, PETROLEUM PRODUCTION AND EXTRACTIVE INDUSTRIES) 2007
SEPP-S&RD	(STATE & REGIONAL DEVELOPMENT) 2011
SEPP	(INFRASTRUCTURE) 2007
SEPP	(RURAL LANDS) 2008.
SEPP	(TEMPORARY STRUCTURES) 2007.
SEPP	(EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008.
SEPP	(AFFORDABLE RENTAL HOUSING) 2009
SEPP	(VEGETATION IN NON-RURAL AREAS) 2017 - This Policy applies to the specifically designated non-rural zones under clause 5 of the Policy.
SEPP	(EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES) 2017

## 2. Zoning and land use under relevant LEPs

### Great Lakes Local Environment Plan 2014

#### Zone R2 Low Density Residential

##### 1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

##### 2 Permitted without consent

Home occupations.

##### 3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Building identification signs; Business identification signs; Camping grounds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Helipads; Home-based child care; Home businesses; Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Manor houses; Medical centre; Moorings; Multi dwelling housing; Neighbourhood shops; Places of public worship; Recreation areas; Recreation facilities (indoor); Respite day care centres; Roads; Secondary dwellings; Seniors housing; Sewerage systems; Shop top housing; Water recreation structures; Water supply systems; Wharf or boating facilities.

##### 4 Prohibited

Any development not specified in item 2 or 3.

### 3. Complying development

#### **Housing Code**

Complying development under this code MAY be undertaken on land Zoned R2, R3, R4, or RU5 in Great Lakes LEP 2014

#### **Rural Housing Code**

Complying development under this code MAY be undertaken on land Zoned RU1, RU2, RU3, RU4, or R5 in Great Lakes LEP 2014

#### **Greenfield Housing Code**

Complying development under this code CAN NOT be undertaken on the land

#### **Demolition Code**

Complying development under this code MAY be undertaken on the land

#### **Commercial and Industrial (Alterations) Code**

Complying development under this code MAY be undertaken on the land

#### **Commercial and Industrial (New Buildings and Additions) Code**

Complying development under this code MAY be undertaken on the land

#### **General Development Code**

Complying development under this code MAY be undertaken on the land

#### **Housing Alterations Code**

Complying development under this code MAY be undertaken on the land

#### **Subdivisions Code**

Complying development under this code MAY be undertaken on the land

#### **Fire Safety Code**

Complying development under this code MAY be undertaken on the land

#### **Container Recycling Facilities Code**

Complying development under this code MAY be undertaken on land Zoned B1, B2, B3, B4, B5, IN1, IN2, IN4 or SP3 in Great Lakes LEP 2014

### 4. Coastal protection

Coastal Protection Act 1979 repealed

4A Repealed

4B Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

No annual charges apply to the land

### 5. Mine subsidence

The land is not proclaimed as a mine subsidence district

### 6. Road widening and road realignment

The land is not affected by plans for road widening or realignment

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

The land is not affected by a policy adopted by Council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding)

The information provided in item 7 is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

**7A. Flood related development controls information**

No flood related development controls affect the land

The information provided in item 7A is based on the data and information presently available to the Council and on adopted policies and development controls in force as at the date of this certificate

**8. Land reserved for acquisition**

The land is not reserved for acquisition

**9. Contributions plans that apply to the land**

- S94-Forster District Contributions Plan 2015
- S94-Great Lakes Wide Contributions Plan 2015

**9A. Biodiversity certified land**

The land is not Biodiversity certified

**10. Biodiversity stewardship sites**

No biodiversity stewardship agreements apply to the land

**10A. Native vegetation clearing set asides**

Council has not received advice advising of the existence of a set aside area of land under section 60ZC of the Local Land Services Act 2013

**11. Bush fire prone land**

The land is not bushfire prone land

**12. Property vegetation plans**

No property vegetation plans apply to the subject land

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

Council has not received any such order

**14. Directions under Part 3A of the EP&A Act**

Not applicable

**15. Site compatibility certificates and conditions for seniors housing**

No Site Compatibility Certificate for Seniors Housing applies to the land

**16. Site compatibility certificates for infrastructure, schools or TAFE establishments**

No Site Compatibility Certificate for Infrastructure, Schools or TAFE establishments applies to the land

**17. Site compatibility certificates for affordable rental housing**

No Site Compatibility Certificate for Affordable Rental Housing applies to the land

**18. Paper subdivision information**

No development plan applies to the land

**19. Site verification certificates**

No site verification certificate applies to the land

**20. Loose-fill asbestos insulation**

Council has not received advice from any Authority advising of the presence of loose-fill asbestos insulation within any residence that may exist on the property

**21. Affected building notices and building product rectification orders**

No affected building notice or building product rectification order applies to the subject land

**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:**

No additional matters under the Contaminated Land Management Act 1997

**B — Advice provided in accordance with Section 10.7(5)*****Please Note:***

*This Council has made no inspection of the property for the purpose of this certificate.*

*Purchasers should satisfy themselves that there are no breaches of the Environmental Planning and Assessment Act 1979 in respect to the use or development of the property.*

**Additional Matters - General****Great Lakes DCP - Tree Preservation Area 2017**

The land is subject to clause 12 of the Great Lakes Development Control Plan in non-rural areas.

**Draft Policy to account for Climate Change**

Council, at its meeting dated 21/10/2008, adopted as a matter of policy, a draft policy, allowing for sea level rise of 0.9m to the year 2100 with a linear rise over the intervening period. On large subdivisions and rezonings where there is limited impact on adjoining properties, ground levels are to be raised to a level equivalent to the 1% flood level with allowance for climate change to the year 2100. Developments on this land are required to have floors 500mm higher than the 1% flood level. For infill development, floor levels are required to be raised to 500mm above the 1% flood level with allowance for climate change to the year 2060 unless such house raising will have an adverse impact on access, neighbouring properties or the surrounding streetscape.

In conjunction with any application involving extensive areas of filling, the applicant is required to submit a flood study to indicate that such filling will not adversely impact on storm flows or flooding in the area. Such studies are to be based on full allowances for climate change. Applications upstream of the river mouth are required to submit a flood study to indicate flood levels including any impacts from climate change to enable assessment by Council officers.

*For further information, please contact Karen Bee, Planning & Natural Systems division, MidCoast Council on (02) 6591 7222.*

Your Ref: Ronnal Sharma  
Our Ref.: ENG2019/0088

Warren & Warren Pendle Hill  
7 Seaview St  
FORSTER NSW 2428

**Owner Details**

C A Hale

**Property Details**

Lot 7 Sec 4 DP 21515

**Property Address**

13 Seaview St FORSTER NSW 2428

**SEWERED AREAS**

As requested the Plan of House Drainage for the above property is attached. These notes are intended to provide information relating to this property. Applicants are requested to ensure that intending purchasers are made fully aware of all aspects of both these notes and the attached Plan. Please note the following important points:-

1. MidCoast Council's policy "Building over or adjacent to Watermains, Sewers or Sewerage Rising Mains" basically prohibits any new buildings to be erected closer than 1.5 meters to a Council pipe. This policy also requires special footings to be used when a building is within the 'Zone of Influence' of a sewer.

Residents, builders, developers etc. should note that the existence of a sewer, watermain or sewerage rising main can, and will, prohibit the extent of a development that will be permitted on a block. In the case of sewers, this also applies to a sewer located close to the boundary even if it is within an adjacent block. These restrictions apply to all types of building including houses, garages, sheds, carports etc.

Please contact MidCoast Council if you need any clarification on the implication of this policy. Full details are available upon request.

2. This Plan indicates the approximate location of existing buildings and pipelines. The issue of the diagram does not imply that the existing plumbing has been inspected by MidCoast Council nor that it complies with any standard or code.
3. Where there are existing buildings on the site, the issue of this Plan does not imply that they have been erected in accordance with the requirements of a Structural Engineer in relation to any 'Zone of Influence' effects.
4. The information on this Plan has been supplied by other parties and MidCoast Council will not be held responsible for the accuracy of any details shown. We do, however, endeavour to ensure that drainage diagrams are as accurate as practical when issued.
5. The attached Plan indicates the approximate location of Council's sewers only in relation to the abovementioned land.
6. It is an offence under the Local Government Act to discharge any rain water or surface water into Council's sewers.
7. Development charges will be applied if any new development on this land has a capacity of



more than 1 equivalent tenement (e.g. Development charges will apply for the erection of 2 or more villas, flats, etc. as opposed to one house).

8. In the case of non-domestic premises, both new and existing developments may require a Liquid Trade Waste approval. The issue of this Plan does not imply that any such Liquid Trade Waste approval currently exists. Further information should be obtained from MidCoast Council. It is an offence to discharge sewage, other than of a domestic nature, into a Council sewer without approval.
9. This Plan is issued in accordance with section 17, 18 and 19 of the Local Government (Water Services) Regulations 1999. These notes form part of the Plan and must remain attached it. Any Plan of House Drainage without these notes should not be considered as a true copy.

If you have any enquiries regarding this letter please telephone 1300 133 455

Dated: 25/01/2019

Director Water Services



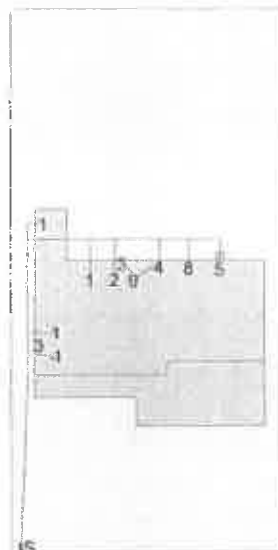
# MIDCOAST

water services

SEWER DRAINAGE DIAGRAM 42866

Lot 7 Sec 4 D.P. DP21515

Address SEAVIEW ST 13 Town FORSTER



SEAVIEW ST

DSMH

This plan is a schematic representation of data produced by a Geographical Information System (GIS) exclusively for MidCoast Water, but may also be used by clients/customers to assist with the identification and provision of services subject to terms and conditions. No responsibility is accepted for the accuracy of the map or the data that it contains.

Any person relying on this map must read and fully comprehend the terms, conditions and legal obligations, available at [www.midcoastwater.com.au](http://www.midcoastwater.com.au)

## LEGEND

W.C.....	1	Soil Vent Pipe...SVP
Bath.....	2	Waste Stack.....WS
Basin.....	3	Inspect. Shaft....IS
Shower.....	4	Reflux Valve.....RV
K.Sink.....	5	Tap Over.....TO
Tubs.....	6	Grease Arrestor..GA
Gully.....	7	Urinal.....UR
Vent.....	8	Low Level Vent..LLV
Floor Waste....	9	Sewer Direction..>

- .....Manhole
- ..... Inspection opening
- Assumed location of existing sewer
- ⊠ .....Surcharge Gully

## Scale: 1:500

### JUNCTION LOCATION

Sewer Junction.....	311870
existing at.....	38.80
from D.S.M.H.....(d=.....m)	
Depth of Junction approx.....	1.68
Depth of Riser approx.....	0.80



G.A. Golledge: B.Surv, Registered Surveyor (MIS Aust)  
A.J. Rennie: B.Tech (Surv), (MIS Aust)  
B.C. Dixon: B.Surv, Ass. Dip. LIS, (MIS Aust)

36 St Andrew Street, Maitland  
P.O. Box 132, 2320  
Phone: (02) 4933 4977  
Fax: (02) 4933 8579  
Email: mail@renniegolledge.com.au  
Web: www.renniegolledge.com.au

ABN: 55 002 622 317

Our Ref : 369.07  
3 September 2007  
Sheet 1 of 2  
Your Ref : Ms. S. Baran

6 Peprico Place  
Pacific Palms NSW 2428  
Phone: (02) 65540641  
Fax: (02) 65540841

Henry Davis York Lawyers  
44 Martin Place  
SYDNEY NSW 2000

Dear Madam,

**Land situate at 13 Seaview Street, Forster.  
Great Lakes Council, Parish of Forster, County  
of Gloucester, being Lot 7, Section 4 in D.P. 21515.**

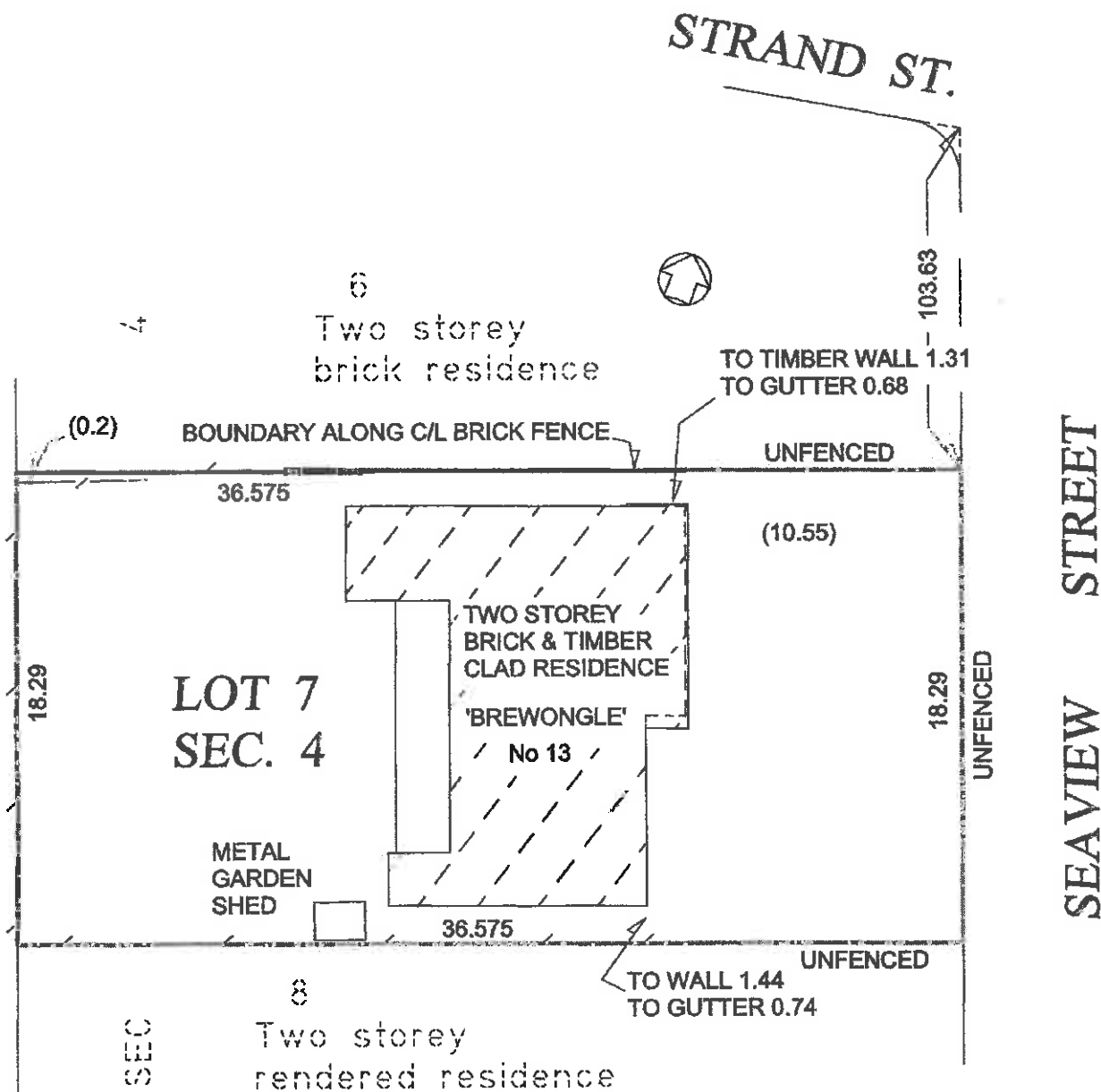
I thank you for your instructions in the above matter and report to you as follows:

1. The subject land is shown in the diagram on sheet 2 of this report.
2. A two storey brick and timber clad residence with a tile roof, known as 'Brewongle', number 13 Seaview Street, and a metal garden shed stand upon and wholly within the boundaries of the subject land as shown in the diagram.
3. The position of the residence, and the eaves and gutters attached thereto, in relation to the boundaries, is as shown in the diagram.
4. The residence situate on the subject land stands not closer than 10.55 metres to Seaview Street.
5. The relationship of the fencing to the boundaries is as shown in the diagram.
6. There are no apparent easements on or by the subject land.
7. Other than the encroachment by fencing shown in the diagram, there are no encroachments on or by the subject land.
8. Subterranean investigations in relation to the subject land have not been undertaken.

  
REGISTERED SURVEYOR

Our Ref : 369.07  
 3 September 2007  
 Sheet 2 of 2

6 Peprico Place  
 Pacific Palms NSW 2428  
 Phone: (02) 65540641  
 Fax: (02) 65540841



*[Signature]*  
 REGISTERED SURVEYOR

**RESIDENTIAL TENANCY AGREEMENT**  
**RESIDENTIAL TENANCIES REGULATION 2019****IMPORTANT INFORMATION**Please read this before completing the residential tenancy agreement (the **Agreement**).

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

This agreement is made on 14 / 01 / 2021 at JKL Real Estate Pty Ltd Forster Between**Landlord** [Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]

Landlord 1 Name: Chris Hale A.B.N. (if applicable): Not Applicable

Landlord telephone number or other contact details: Not Applicable halechris@optusnet.com.au

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

Landlord 2 Name: Not Applicable A.B.N. (if applicable): Not Applicable

Landlord telephone number or other contact details: Not Applicable Not Applicable

If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in:

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

[Insert business address or residential address of landlord(s)]

C/- PO Box 666, Forster NSW, 2428

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

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

Not Applicable

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

Tenant 1 Name Gary Rigg

Phone 0409 344 538

Email garyjrigg@gmail.com

Tenant 2 Name Not Applicable

Phone Not Applicable

Email Not Applicable

Tenant 3 Name Not Applicable

Phone Not Applicable

Email Not Applicable

Tenant 4 Name Not Applicable

Phone Not Applicable

Email Not Applicable

**Landlord's agent details** [Insert name of landlord's agent (if any) and contact details]

Licensee J.K.L Real Estate Pty Ltd

Trading as J.K.L Real Estate Pty Ltd

A.B.N. 16 134 434 727

Address Shop 4 The Marina, 2 Little Street

FORSTER, NSW

Postcode 2428

Phone 02 65548717

Fax Not Applicable

Mobile Not Applicable

Email rentals@jklrealestate.com

**Tenant's agent details** [Insert name of tenant's agent (if any) and contact details]

Name/s Not Applicable

A.B.N. Not Applicable

Address Not Applicable

Not Applicable

Postcode Not Applicable

Phone Not Applicable

Fax Not Applicable

Mobile Not Applicable

Email Not Applicable

## RESIDENTIAL TENANCY AGREEMENT

### Term of agreement

The term of this agreement is:

- ☐ 6 months  
☒ 12 months  
☐ 2 years  
☐ 3 years  
☐ 5 years  
☐ Other (please specify):   
☐ Periodic (no end date)

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

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

### Residential Premises

The residential premises are [insert address]

Address

Suburb

State

Postcode

The residential premises include: [Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]

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

### Rent

The rent is  per  payable in advance starting on  /  / .

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

The method by which the rent must be paid:

- (a) to  at  by cash or Electronic Funds Transfer (EFT), or  
(b) into the following account,  or any other account nominated by the landlord:

BSB number:  Account number:

Account name:

Payment reference: , or

- (c) as follows:

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

**Rental bond** [cross out if there is not going to be a bond]

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

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

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or  
☐ the landlord's agent, or  
☒ NSW Fair Trading through Rental Bonds Online.

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

**RESIDENTIAL TENANCY AGREEMENT****IMPORTANT INFORMATION****Maximum number of occupants**No more than 2 persons may ordinarily live in the premises at any one time.**Urgent repairs**

Nominated tradespeople for urgent repairs:

Electrical repairs:	Smith Electrixx	Telephone: 0408 556 593
Plumbing repairs:	JAL Plumbing	Telephone: 0439 459 056
Other repairs:	Not Applicable	Telephone: Not Applicable

**Water usage**Will the tenant be required to pay separately for water usage? ☒ Yes ☐ No If yes, see clauses 12 and 13.**Utilities**

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☐ Yes ☒ No

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

**Smoke alarms**

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

☒ Hardwired smoke alarm☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

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

9 volt batteries - Serviced by SATS

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

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

9 volt batteries - Serviced by SATSIf the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?☐ Yes ☒ No**Strata by-laws**Are there any strata or community scheme by-laws applicable to the residential premises? ☐ Yes ☒ No If yes, see clauses 38 and 39.**Giving notices and other documents electronically [optional] [Cross out if not applicable]**Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.*[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]***Landlord**Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.*[Specify email address to be used for the purpose of serving notices and documents.]*rentals@jklrealestate.com**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.]*garyjrigg@gmail.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 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.

# RESIDENTIAL TENANCY AGREEMENT

## RIGHT TO OCCUPY THE PREMISES

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

## COPY OF AGREEMENT

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

## RENT

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

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

## RENT INCREASES

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

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

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

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

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

## RENT REDUCTIONS

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

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

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

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

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

  - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and



**RESIDENTIAL TENANCY AGREEMENT**

**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.

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

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

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

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

**POSSESSION OF THE PREMISES**

**14. The landlord agrees:**

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

**TENANT'S RIGHT TO QUIET ENJOYMENT**

**15. The landlord agrees:**

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

**USE OF THE PREMISES BY TENANT**

**16. The tenant agrees:**

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

**17. The tenant agrees:**

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

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

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

## RESIDENTIAL TENANCY AGREEMENT

- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

### LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

#### 19. The landlord agrees:

- 19.1** to make sure that the residential premises are reasonably clean and fit to live in, and
- Note 1.** Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:
- (a) are structurally sound, and
  - (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
  - (c) have adequate ventilation, and
  - (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
  - (e) have adequate plumbing and drainage, and
  - (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
  - (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

- (a) are in a reasonable state of repair, and
  - (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
  - (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
  - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

### URGENT REPAIRS

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

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

### SALE OF THE PREMISES

#### 21. The landlord agrees:

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

## RESIDENTIAL TENANCY AGREEMENT

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

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

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

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

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

### LANDLORD'S ACCESS TO THE PREMISES

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

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

**24.2** if the Civil and Administrative Tribunal so orders,

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

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

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

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

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

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

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

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

**24.11** if the tenant agrees.

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

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

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

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

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

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

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

### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

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

**30. The tenant agrees:**

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

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

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

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

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

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

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

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

### LOCKS AND SECURITY DEVICES

**32. The landlord agrees:**

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

**RESIDENTIAL TENANCY AGREEMENT**

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

**33. The tenant agrees:**

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

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

**TRANSFER OF TENANCY OR SUB-LETTING BY TENANT****35. The landlord and the tenant agree that:**

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

**CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT****37. The landlord agrees:**

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

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

*[Cross out if not applicable]*

~~**28. 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.**~~

~~**29. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.**~~

**MITIGATION OF LOSS**

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

**RENTAL BOND**

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

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

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

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and

**RESIDENTIAL TENANCY AGREEMENT**

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

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

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

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

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

**Note 4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

**43. The tenant agrees:**

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

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

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

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

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

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

**SWIMMING POOLS**

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

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

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

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

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

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

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

**LOOSE-FILL ASBESTOS INSULATION**

**47. The landlord agrees:**

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

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

**COMBUSTIBLE CLADDING**

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

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

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

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

**SIGNIFICANT HEALTH OR SAFETY RISKS**

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

**ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**

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

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

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

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

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

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

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

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

**RESIDENTIAL TENANCY AGREEMENT**

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

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

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

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

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

**ADDITIONAL TERMS**

[Additional terms may be included in this agreement if:

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

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

**ADDITIONAL TERM - PETS**

[Cross out this clause if not applicable]

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

1 x cat

- 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 - AGREEMENT TO USE PREVIOUS CONDITION REPORT**

- 56. The landlord and tenant:**

- 56.1** agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated 21 / 01 / 2020 (insert a date if the landlord and tenant agree to this clause) forms part of this agreement,

- 56.2** acknowledge that the tenant's responses in that condition report form part of this agreement, and

- 56.3** agree that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

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

- 57. Further to clauses 16 and 17 and subject to any applicable by-law, the tenant agrees:**

- 57.1** to use the residential premises for residential purposes only;
- 57.2** not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- 57.3** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 57.4** to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 57.5** to wrap up and place garbage in a suitable container;
- 57.6** to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 57.7** to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 57.8** to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 57.9** to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 57.10** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 57.11** to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 57.12** not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 57.13** not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 57.14** to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

**ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES**

- 58. The tenant agrees:**

- 58.1** to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and

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

**ADDITIONAL TERM - RENT AND RENTAL BOND****59. The tenant agrees:**

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

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

**ADDITIONAL TERM - OCCUPANTS****61. The tenant agrees:**

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

**ADDITIONAL TERM - TERMINATION**

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

**63. The tenant agrees:**

- 63.1** upon termination of this agreement, to:
- (a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
  - (b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
  - (c) comply with its obligations in clause 18 of this agreement; and

- 63.2** that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

- 64.** Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

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

- 65.1** any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and
- 65.2** the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

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

**Note:** If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS****66. The tenant acknowledges and agrees:**

- 66.1** to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 66.2** where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 66.3** where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 66.4** that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

**ADDITIONAL TERM - SWIMMING POOLS**

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

~~67. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

- ~~67.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~
- ~~67.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~
- ~~67.3 to keep the water level above the filter inlet at all times;~~
- ~~67.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;~~
- ~~67.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, not leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and~~
- ~~67.6 to ensure that the pool safety gate or access door is self-closing at all times.~~



**RESIDENTIAL TENANCY AGREEMENT****ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM**  
(for a fixed term of **less than 2 years**):

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

68.1 the rent will be increased to

\$580.00	per week
	on 09 / 03 / 2021 ; and
to \$	per
	on / / ; or

68.2 the rent increase can be calculated by the following method (set out details):

An additional \$10.00 per week.

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

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

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

69.1 the rent will be increased to

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

69.2 the rent increase can be calculated by the following method (set out details):


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

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

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

70. For avoidance of doubt:

- 70.1 a condition report which accompanies this agreement, forms part of this agreement;
- 70.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

70.3 if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

**ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS**

71. The tenant agrees:

71.1 to reimburse the landlord, within 30 days of being requested to do so, for:

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

71.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and

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

**ADDITIONAL TERM - TENANCY DATABASES**

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

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

[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]

73. The tenant agrees that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

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

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

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



**RESIDENTIAL TENANCY AGREEMENT**

- 76. The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

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

- 77.** Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.
- 78. The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

**ADDITIONAL TERM - PRIVACY POLICY**

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

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

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

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

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

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

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

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

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

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

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

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

**ADDITIONAL TERM - ACKNOWLEDGEMENTS**

**80. The landlord and tenant each acknowledge that:**

- 80.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
- 80.2** the additional terms and conditions may be included in this agreement only if:
  - (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and
  - (b) they are not inconsistent with the standard terms and conditions of this agreement; and
- 80.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and/or conditions that are included in any annexure to this agreement.

## RESIDENTIAL TENANCY AGREEMENT

### SCHEDULE A

#### SPECIAL CONDITIONS - FLATS

##### Special Condition 1 - Vehicles

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

##### Special Condition 2 - Damage to lawns and plants on the common areas

The tenant must not, except with the prior written approval of the landlord:

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

##### Special Condition 3 - Obstruction of common areas

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

##### Special Condition 4 - Noise

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

##### Special Condition 5 - Behaviour of tenants and invitees

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
  - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
  - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

##### Special Condition 6 - Children playing on common areas in building

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

##### Special Condition 7 - Smoke penetration

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

##### Special Condition 8 - Preservation of fire safety

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

##### Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

##### Special Condition 10 - Appearance of flat

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

##### Special Condition 11 - Cleaning windows and doors

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

##### Special Condition 12 - Hanging out of washing

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

##### Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)

- (a) The tenant must:
  - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
  - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
  - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
  - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
  - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 14 - Disposal of waste - shared bins  
(applicable where bins are shared by flats)**

- (a) The tenant must:
  - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
  - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
  - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
  - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 15 - Change in use or occupation of flat to be notified**

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
  - (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
  - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

**Special Condition 16 - Compliance with planning and other requirements**

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

**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).

Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

**3. Ending a fixed term agreement**

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

**4. Ending a periodic agreement**

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

**5. Other grounds for ending agreement**

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

**6. Warning**

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

## RESIDENTIAL TENANCY AGREEMENT

### 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 / LANDLORD'S AGENT

DocuSigned by:

  
84BC8F51A4CB436  
(Signature of landlord/landlord's agent)

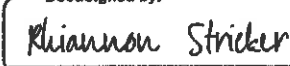
21/1/2021

(Date)

#### 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.

DocuSigned by:

  
84BC8F51A4CB436  
(Signature of landlord/landlord's agent)

21/1/2021

(Date)

**Note:** A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

#### SIGNED BY THE TENANT

DocuSigned by:

  
3D881D0D82EB4D5  
(Signature of tenant)

15/1/2021

(Signature of tenant)

(Date)

(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

#### TENANT INFORMATION STATEMENT

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

DocuSigned by:

  
3D881D0D82EB4D5  
(Signature of tenant)

15/1/2021

(Signature of tenant)

(Date)

(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

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

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

## ANNEXURE



If applicable, include additional Terms and Conditions below

1. The tenant(s) is responsible for any damage cause by the pet(s) to the property, lawns and/or gardens. This is to be rectified by the tenant in a time frame advised by the agent at their own cost. Invoice/s of completion must be supplied to the agent.
2. The tenant(s) agrees to have all carpeted rooms in the property professionally cleaned for the end of the tenancy. An invoice of completion must be supplied to the agent at the outgoing inspection.
3. The tenant(s) agrees to have the entire premises fumigated for fleas at the time of ending the tenancy. An invoice of completion must be supplied to the agent at the outgoing inspection.
4. There is no smoking permitted inside the property. If at any stage of the tenancy there is residue of nicotine in the property, it is the tenant(s) responsibility to have the property professionally treated. An invoice of completion must be supplied to the agent.
5. If the tenant(s) fail to complete what is required above at the end of the tenancy, the agent will arrange the works to be completed and invoice the tenant for all costs.
6. The owner has agreed to give the tenants the first option to buy the property within the first 6 months of this lease, this offer expires as of 20th July 2021.

ANNEXURE



March 2020

# Tenant information statement

## What you must know before you start renting

### Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

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

#### The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

#### When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

#### What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.



Penalties apply to landlords or agents if any of the above is not done.

### **What you must be given before you sign an agreement**

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

### **What you must be given at the time you sign an agreement**

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

### **Before or at the start of the tenancy**

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

### **The property must be fit to live in**

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

### **Residential tenancy agreement**

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

### **Condition report**

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

### **Rent, receipts and records**

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

### **Rental bonds**

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

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

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

### **Discrimination when applying for rental property**

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

### **Communicating with your landlord or agent**

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

## **During the tenancy**

### **Can rent be increased during the tenancy?**

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

### **Paying for electricity, gas and water usage**

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

### **Repairs and maintenance**

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

### Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

### Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

### How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

### Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

## Ending the tenancy

### Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

### Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

### Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

## Checklist

You should only sign the agreement when you can answer **Yes** to the following.

### The tenancy agreement

- ☐ I have read the agreement and asked questions if there were things I did not understand.
- ☐ I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- ☐ I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- ☐ I understand that any additional terms to the agreement can be negotiated before I sign.
- ☐ I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

### Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

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

## Upfront costs

☐ I am **not** required to pay:

- more than 2 weeks rent in advance
- more than 4 weeks rent as a rental bond.

☐ I am **not** being charged for:

- the cost of preparing the tenancy agreement
- the initial supply of keys and other opening devices to each tenant named in the agreement
- being allowed to keep a pet on the property.

## Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

## More information

Visit the [Fair Trading website](https://www.fairtrading.nsw.gov.au) or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at [tenants.org.au](https://tenants.org.au)

**[fairtrading.nsw.gov.au](https://www.fairtrading.nsw.gov.au) 13 32 20**

**Language assistance 13 14 50**

**(ask for an interpreter in your language)**

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For more information about this topic,  
refer to the appropriate legislation.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: CHRISTOPHER ANDREW HALE  
Purchaser:  
Property: 13 SEAVIEW STREET, FORSTER  
Dated:

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### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

### Adjustments

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

### Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
  - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

#### **Affectations**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
- 22.
- (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

#### **Capacity**

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

#### **Requisitions and transfer**

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

ROSS HAZLETT  
DX Box 1078  
SYDNEY

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

This information is based on data held by Revenue NSW.

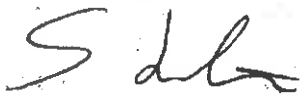
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Land ID	Land address	Taxable land value
D21515/7/4	13 SEAVIEW ST GREAT LAKES 2428	\$555 000

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

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Yours sincerely,



Scott Johnston  
Chief Commissioner of State Revenue