

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents - Castle Cove 18 Deepwater Road, Castle Cove, NSW 2069	phone: 9417 1234 email: Craiglreson@mcgrath.com.au ref: Craig Ireson
co-agent		
vendor	Linlin LI	
vendor's solicitor	Ascension Lawyers Suite 54 Level 5 104 Bathurst Street, Sydney NSW 2000	phone: 8084 7030 email: vigita@ascensionlawyers.com.au ref: 242033
date for completion	42nd day after the date of this contract	(clause 15)
land (address, plan details and title reference)	67 NEERIM RD CASTLE COVE NSW 2069 Lot 119 DEPOSITED PLAN 31059 Folio Identifier 119/31059	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions

<input type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input checked="" type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
<input checked="" type="checkbox"/> other: Smoke/heat detector			

exclusions

purchaser

purchaser's solicitor

price deposit balance _____ (10% of the price, unless otherwise stated)

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

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond** NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4) PEXA**Manual transaction** (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

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 extentMargin 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 **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input checked="" type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest 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 –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
 - 32.3.2 the claim for compensation is not a claim under this contract.

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SPECIAL CONDITIONS

33. Death, Incapacity, Bankruptcy, Insolvency etc.

- (a) The Vendor may rescind this contract by notice in writing to the Purchaser, if the Purchaser is a natural person and one of the following occurs:
 - (i) the Purchaser dies; or
 - (ii) the Purchaser becomes incapable because of unsoundness of mind to manage the Purchaser's own affairs despite the existence of any registered Enduring Power of Attorney executed by the Purchaser prior to same;
- (b) The Vendor may terminate this contract by notice in writing to the Purchaser:
 - (i) if the Purchaser, as a natural person, declares bankruptcy or enters into a Part IX Debt Agreement with its creditors;
 - (ii) if the Purchaser, as a company: -
 - (A) enters into any scheme of arrangement for the benefit of creditors;
 - (B) has a petition for the winding up of that party presented;
 - (C) enters into any scheme or arrangement under the *Corporations Act 2001 (Cth)*; or
 - (D) has a liquidator, receiver or official manager appointed in respect of itself.

34. Amendments to Standard Printed Provisions

The Vendor and the Purchaser agree that the provisions of the standard printed form of Contract are amended as follows:

- (a) clause 1, definition of *bank*:- delete the words "a building society or a credit union";
- (b) clause 1, definition of *settlement cheque*:- delete the second bullet point in its entirety which reads "if authorised in writing by the vendor or the vendor's solicitor, some other *cheque*";
- (c) clause 7.1.1:- is deleted;
- (d) clause 7.1.3:- is deleted;
- (e) clause 7.2.1:- substitute the words "10% of the price" with "\$1.00";
- (f) clause 8.1.3:- replace the figure "14" with "7";
- (g) clause 10.1:- insert the words "or delay completion" between the words "terminate" and "in";
- (h) clause 10.1.8:- replace the word "substance" with "existence";

- (i) clause 10.1.9:- replace the word “substance” with “existence” and the word “disclosed” with “noted”;
- (j) clause 10.2:- insert the words “or make a claim or requisition against the Vendor” between the words “terminate” and “only”;
- (k) clause 11.1:- replace the word “Normally” with the words “Unless the details of any work order are disclosed prior to the date of this contract”;
- (l) clause 12.2 is deleted;
- (m) clause 14.4.2 is deleted;
- (n) clause 18.7 is deleted;
- (o) clause 23.5.2 – the words “but is disclosed in this contract” are deleted;
- (p) clauses 23.6 including all its subclauses are deleted;
- (q) clause 23.7 is deleted;
- (r) clause 23.9.1:- replace the figure “1%” with “5%”;
- (s) clause 23.13: - all words are deleted and replaced with the words “The Vendor hereby authorises the Purchaser to apply for a s184 Certificate at its own cost under the *Strata Schemes Management Act 2015* and the Purchaser must serve a copy of the said Certificate to the Vendor at least 7 days prior to completion.”;
- (t) clause 23.14 is deleted;
- (u) clause 23.17 including all its subclauses are deleted;
- (v) clause 25.1.1:- the words “qualified, limited or” are deleted;
- (w) clause 28 is deleted;
- (x) clause 29 is deleted;
- (y) clause 30.9 – the words “by cash (up to \$2,000) or” are deleted;
- (z) clause 30.11 is deleted;

35. No Warranties or Representations

- (a) The property is sold in its present condition and state of repair and the Purchaser acknowledges that it buys the property relying on its own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor in regards to the property including, without limiting the generality of the foregoing, its potential capital growth, rental yield or development of new infrastructure near or around the property etc.
- (b) Without limiting the generality of Special Condition 35(a), any warranties made by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any building which is or may be erected on the property can be used, are expressly negated.

36. Vendor's Agent

The Purchaser warrants that it was introduced to the property by the agent first-named in this contract and by no other agent. The Purchaser indemnifies the Vendor against any claim for commission which may be made by any other agent as a result of a breach of this warranty together with any costs or expenses which may be incurred by the Vendor in relation to such claim. The benefit of this special condition shall not merge on completion but shall continue for the benefit of the Vendor.

37. Completion, Notice to Complete

Completion is to take place no later than 5:00pm on the completion date set out on the front page of this contract or no later than 3:30pm on the said completion date if the parties agree to complete this contract manually. The parties agree that 14 days' notice shall be sufficient time for the giving of a notice to complete this contract and making time of the essence of this contract on the date of expiry of such notice.

38. Interest for Late Completion

It is an essential term of this contract that if completion does not take place on or by the completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase monies and any other monies payable to the Vendor, interest on the balance of purchase monies calculated at the rate of 8% per annum computed from the date specified for completion and calculated up until completion (but not including any period for which the Vendor was responsible for completion not occurring).

39. Legal Costs on Issue of Notice to Complete

It is an essential term of this contract that if the Vendor serves upon the Purchaser a notice to complete, the Purchaser shall pay to the Vendor on completion \$330.00 (inclusive of GST) to cover the Vendor's legal costs and associated expenses incurred in the preparation and service of a notice to complete. This special condition is an essential term of this contract.

40. State of Repair and Condition of Property and Services

The Purchaser expressly acknowledges the following:

- (a) the Purchaser is purchasing the property together with the appurtenances thereto as a result of the Purchaser's own inspection and in its present condition and state of repair and subject to any infestation, dilapidation, fault or defect both latent and patent and the Purchaser shall not be at liberty to require the Vendor to undertake any work to the property whatsoever;
- (b) the Purchaser acknowledges that this contract represents the whole agreement between the parties and it is not relying upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as is expressly contained in this contract;
- (c) the Purchaser may not make any objection, requisition or claim for any compensation or delay completion in respect to any matter disclosed or referred to in any document attached and forming part of this contract;
- (d) the Purchaser acknowledges that it is purchasing the property and shall take title subject to all existing or proposed, water, sewerage and drainage, gas, electricity, telephone and other installations and services (if any) and shall not make any objection, requisition, claim for compensation or delay competition

nor rescind or terminate this agreement in respect of or in consequence of or arising from any of the following matters:

- (i) the nature, location, availability or non-availability of any such services;
- (ii) any sewer main or mains or connections for or of any relevant authority for or supplier of any such services passing in or over or through the property;
- (iii) whether or not the property is subject to or has the benefit of any rights or easements in respect of any such service or mains, pipes or connections thereof;
- (iv) any defects in such installations and services;
- (v) any underground or surface stormwater drain passing through or over the property or should any manhole or vent be on the property;
- (vi) any rainwater downpipe being connected to the sewer;
- (vii) whether any easement has or has not been granted and/or registered in respect of any services or installations referred to by this special condition either to and/or passing over or through the subject property and/or any adjoining property.

41. Foreign Acquisitions and Takeovers Act 1975

- (a) If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions and Takeovers Act 1975* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under the *Foreign Acquisitions and Takeovers Regulation 2015* to enter into this contract then the Purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- (b) The Purchaser acknowledges and agrees that if the above warranty is false or untrue in any respect whatsoever the Purchaser hereby indemnifies and keep indemnified the Vendor against any loss which the Vendor may suffer as a result of the Vendor having relied on this warranty when entering into this contract including any consequential loss which the Vendor may sustain.

42. Claim for Compensation

Notwithstanding any contrary provisions in this contract, the Vendor and the Purchaser agree that any claim by the Purchaser for compensation whether under clause 7 of the contract or otherwise shall be deemed to be a requisition for the purposes of clause 8 of the contract.

43. Requisitions on Title

If the Purchaser is or becomes entitled to make a requisition in accordance with clause 5 of the contract, then the Purchaser agrees to only make requisitions in the form of Requisitions on Title annexed hereto.

44. Release of Deposit

The Purchaser agrees and acknowledges that at any time following exchange of contracts and prior to completion the Vendor may require the release of the whole or part of the deposit for the purpose of paying stamp duty or purchasing another property. As such the Purchaser irrevocably authorises the deposit holder to release so much of the deposit required by the Vendor upon exchange of this contract provided always that the same shall be transferred from the deposit holder's trust account into the trust account of a real estate agent or solicitor related to such transaction. For clarity purposes and so as to avoid doubt, this Special Condition does not prevent the Purchaser from recovering the deposit pursuant to the provisions of this contract if this contract is validly rescinded or terminated by the Purchaser.

45. Deposit less than 10%

Notwithstanding any other provision of this Contract, if the Vendor becomes entitled to forfeit the deposit actually paid, the Purchaser will immediately upon demand, pay to the Vendor the difference between 10% of the purchase price and the amount actually paid. The Purchaser agrees that the Vendor is entitled to sue for recovery for so much of the 10% deposit that remains outstanding as a liquidated debt due by the Purchaser to the Vendor.

46. Guarantee and Indemnity

- (a) If the Purchaser is a company (other than a company listed on the Australian Stock Exchange), the performance of the Purchaser's obligations under this contract must be guaranteed by the Guarantor. For the purposes of this special condition, *Guarantor* means either:
 - (i) two directors of the Purchaser;
 - (ii) a director and secretary of the Purchaser; or
 - (iii) the sole director and secretary of the Purchaser (as appropriate).
- (b) The Guarantor:
 - (i) must execute this contract; and
 - (ii) by the Guarantor's execution of this contract, acknowledges incurring obligations and giving rights under the guarantee and indemnity in this special condition for valuable consideration received from the Vendor including, without limitation, the agreement of the Vendor to enter into this contract at the request of the Guarantor.
- (c) The covenants, guarantees and indemnities in this special condition are severable.
- (d) The Guarantor unconditionally and irrevocably guarantees to the Vendor:
 - (i) the payment to the Vendor of the balance of the price by the Purchaser;
 - (ii) the payment to the Vendor of every other amount payable by the Purchaser under this contract; and
 - (iii) the performance of the Purchaser's obligations under this contract.
- (e) The Guarantor indemnifies the Vendor against any claim or action and costs arising therefrom in connection with or arising from any breach or default or

attempted breach or default by the Purchaser of its obligations under this contract.

- (f) This guarantee and indemnity:
 - (i) is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;
 - (ii) may be enforced against the Guarantor without the Vendor first being required to exhaust any remedy it may have against the Purchaser; and
 - (iii) is irrevocable and will remain in full force and effect until discharged and will bind the estates of the Guarantors.
- (g) The Guarantor must pay on demand any money due to the Vendor by reason of this indemnity including the balance of the price, the adjustments due to the Vendor on completion and interest payable by the Purchaser to the Vendor.
- (h) The Guarantor is jointly and severally with the Purchaser liable to the Vendor for:
- (i) The Purchaser's observance and performance of its obligations under this contract; and
 - (i) any damage incurred by the Vendor as a result of:
 - (A) the Purchaser's failure to observe and perform its obligations under this contract or its default under this contract; or
 - (B) the termination of this contract by the Vendor.
 - (ii) Until the Vendor has received all money payable by the Purchaser or the Guarantor under this contract and the due performance by the Purchaser and the Guarantor of their several obligations under this contract, neither the Purchaser nor the Guarantor may:
 - (A) claim or receive the benefit of:
 1. a dividend or distribution;
 2. a payment out of the estate or assets; or
 3. a payment in the liquidation, winding up or bankruptcy,of a person liable jointly with the Purchaser or the Guarantor to the Vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
 - (B) prove in an estate or in relation to an asset in a liquidation, winding up or bankruptcy in competition with the Vendor unless the amount the Vendor is entitled to will not be reduced as a result.
- (j) The Guarantor must pay the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of a right of the Vendor under this special condition.
- (k) The Guarantor's obligations are not affected if:
 - (i) the Vendor releases or enters into a composition with the Purchaser;

- (ii) a payment made to the Vendor is later avoided; or
 - (iii) the Vendor assigns or transfers the benefit of this contract.
- (l) If the Vendor assigns or transfers the benefit of this contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- (m) The obligations of the Guarantor under this special condition are not released, discharged or otherwise affected by:
- (i) failure by one or more Guarantors to have executed this guarantee and Indemnity, validly or otherwise;
 - (ii) the grant of any time, waiver, covenant not to sue or other indulgence;
 - (iii) the release (including without limitation a release as part of a novation) or discharge of any person;
 - (iv) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
 - (v) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
 - (vi) a variation of this contract including, without limitation, a variation in the date of completion of this contract;
 - (vii) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the Vendor by this contract; a statute, a court or otherwise;
 - (viii) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
 - (ix) the Purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up; or
 - (x) a receiver and/or manager, liquidator, administrator or other similar person being appointed in respect of the Purchaser or any of its assets or undertakings.
- (n) If the Guarantor comprises more than one person, then the persons comprising the Guarantor are jointly and severally bound by this special condition.

47. Goods and Services Tax (GST)

- (a) Definitions
- (i) "GST" means any tax calculated by reference to the value of goods or services provided, calculated and levied at the point of sale or supply of goods and services and includes GST within the meaning of that abbreviation in the *A New Tax System (Goods and Services) Tax Act 1999* ("GST Act");
 - (ii) "GST Act" means *A New Tax System (Goods and Services) Tax Act 1999* and includes other GST related legislation and regulations under the legislation, as amended from time to time; and

- (iii) except for any defined terms in this contract, capitalised expressions have the same meaning as in the GST Act.
- (b) Sale as Residential Premises
- (i) The property is sold as Residential Premises to be used predominantly for residential accommodation (not being Commercial Residential Premises or New Residential Premises).
 - (ii) The Purchaser warrants that it will use and continue to use the property as Residential Premises solely for residential accommodation (and not as Commercial Residential Premises or any other purposes).
 - (iii) If the Purchaser ceases to do so and as a result GST becomes payable by the Vendor in respect of the sale of the property to the Purchaser or any part thereof, the Purchaser must pay to the Vendor upon the Vendor's service of a valid tax invoice on the Purchaser, an amount equivalent to the amount of GST payable in addition to the purchase price, as damages.
 - (iv) This special condition does not merge on completion.

48. Building Certificate

Subject to the provisions of Schedule 3 of the *Conveyancing (Sale of Land) Regulation 2022*, if the Purchaser applies for a building certificate from the local council after the date of this contract and subsequently the council makes any of the following orders before completion:

- (a) a work order under any legislation (but not an upgrading or demolition order)
The Purchaser cannot make a claim for compensation, objection or requisition or rescind or terminate the contract because there is no building certificate or survey attached to this contract;
- (b) an order to not issue any building certificate; or
- (c) an order that certain building works are to be done before it will issue a building certificate,

the Purchaser shall not make any objection, requisition, claim for compensation, delay completion, rescind or terminate this contract or require the Vendor to comply with or undertake any building work mentioned above.

Should the Purchaser become entitled to rescind this contract for the Vendor's breach of warranty under clause 1(d) Schedule 3, Part 1 of the *Conveyancing (Sale of Land) Regulation 2022*, the Vendor shall also be entitled to rescind this contract provided such right is exercised before the Purchaser has served a notice of rescission.

49. Tenancy matters

- (a) If the front page of this contract specifies that the property is subject to existing tenancies, the Purchaser acknowledges and accepts that prior to completion, the tenant may move out of the property for any reasons including a fundamental breach of the lease. As such, the Purchaser agrees and acknowledges that notwithstanding the "Subject to existing tenancy" notation on the front page of this contract, completion is not conditional upon the property being tenanted.

- (b) The Purchaser acknowledges that it has made its own enquiries in relation to the tenancy and is not entitled to make any requisitions, objections or claims or delay completion, rescind or terminate this contract on the following grounds:
- (i) a copy of the lease for the tenancy is not attached to the contract;
 - (ii) vacant possession is not provided at completion;
 - (iii) if the tenant vacates the property prior to the completion date for any reason;
 - (iv) if any tenant has either during his or her occupation or if vacating the property has any junk or rubbish on, in, about or left attached to the property;
 - (v) in respect of any lease agreement which is not governed by the *Retail Leases Act 1994 (NSW)*, or is disclosed in this contract as being governed by the same, that any covenant contained in any of the leases, or in any variation or extension of a lease which is attached to this contract is or may be void, unenforceable or illegal, and may render the whole part of the lease unenforceable or capable of being terminated or avoided;
 - (vi) that any lease does not have endorsed on it the consent of any mortgagee over the property or that no mortgagee's consent has been given to the lease;
 - (vii) that any lease which should have been registered on the title to the property has not been so registered; and
 - (viii) if any fixtures (to the extent that they do not form part of the property), fittings, furnishings or chattels are left on, in, about or attached to the property as at or following completion of this contract.

50. Limitation of Rights

Notwithstanding any other provision of this contract, if this contract is validly rescinded pursuant to a right of rescission arising out of any provision in this contract, the parties agree that rescission is the only remedy available and neither party may make a claim against the other in respect of this contract.

51. Trust

If the Purchaser is a trustee of a trust, then it enters into this contract in its personal capacity and as trustee of that trust and the Purchaser represents and warrants that it has the power (both in its personal capacity and as trustee of the trust) to enter into and perform its obligations under this contract.

52. Mortgage, Charge, Caveat and Other Encumbrance

The Purchaser must not require the Vendor to register a Discharge of Mortgage, Charge, Withdrawal of Caveat or remove any encumbrance lodged by any person or entity (other than the parties herein) affecting the subject land prior to completion. If at the completion date of this contract a mortgage, charge, caveat or any encumbrance is noted on the Certificate of Title of the property, the Purchaser must accept a discharge or withdrawal of same or any other document to that effect which is duly executed by the Vendor and in registrable form (if applicable). This special condition is an essential term of this contract.

53. Non-Merger

Insofar as any provision, printed clause, clause or Special Condition (however described or named) of this contract confers rights or obligations on either party which continue after completion of this contract, then the Vendor and the Purchaser hereby declare and agree that such provision, printed clause, clause or Special Condition shall

not merge in the transfer on completion hereof, but shall continue in full force and effect notwithstanding such completion.

54. Annexures

The Purchaser acknowledges that if prior to the signing of this contract by or on behalf of the Purchaser, documents or copies of documents of the kind referred to in *s52A of the Conveyancing Act 1919* were attached to this contract at the request of the Vendor by or on behalf of the Purchaser or the Solicitor for the Purchaser, the person so attaching such documents or copies of documents did so as agent of the Vendor.

55. Electronic Exchange of Contracts and Communications

Without limiting other valid ways of executing and exchanging contracts, the Vendor and Purchaser agree that this contract may be exchanged with an electronic or scanned copy of the original contract signed by the Vendor (whether via Docusign or otherwise) and an electronic or scanned copy of the counterpart contract signed by the Purchaser (whether via Docusign or otherwise). Such electronic or scanned copies of the original and counterpart contracts constitute one and the same instrument and the parties agree to accept such instruments as original and binding. The parties by executing this contract reaffirm having given their prior consents as required by the Electronic Transactions Act 2000 (NSW) to receiving electronic communications by way of email transmission.

56. Interpretation

The parties hereto acknowledge and agree that:

- (a) headings are for ease of reference only, and do not affect the interpretation of this contract;
- (b) if there is any inconsistency between the front page, these Special Conditions and the printed conditions or any Annexures hereof, these Special Conditions shall take precedence and apply; and
- (c) the Special Conditions forming part of this contract shall not be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to this contract of all or any of the provisions of Section 52A of the *Conveyancing Act 1919* or the *Conveyancing (Sale of Land) Regulation 2022* hereof or the exercise of a right conferred thereunder in relation to this contract;
- (d) if the whole or any part of a provision of this contract is invalid or unenforceable, that provision or part thereof shall be severed from the rest of the relevant provision without affecting the validity, operation and enforceability of the remaining provisions and the severed provision or part thereof shall be construed as never having formed part of this contract;
- (e) any delay in the exercise or non-exercise of any right or the enforcement of any right arising from this agreement by a party shall not be construed as a waiver of that party's right;
- (f) no part of this contract may be varied mutually agreed by the parties. The Vendor shall have the sole discretion to decide whether such variation shall be effected by correspondence between the parties or by the execution of a Deed of Variation recording such variation;

- (g) “claim” or “claims” includes requisitions, objections, rescission and termination of this contract;
- (h) word(s) written or expressed in the singular form includes the plural form and vice versa;
- (i) word(s) written or expressed in a particular gender includes the opposite and any other gender;
- (j) no provision of this contract or right created under it may be waived or varied except in writing signed by the party or parties to be bound;
- (k) in the interpretation of this contract or any part of it, no rule of construction shall apply to the disadvantage of any party on the basis that that party:
 - i. prepared this contract or any part of it; or
 - ii. seeks to rely on this contract or any part of it.

57. Further Assurances

Except as expressly provided in this contract, each party must, at its own expense, do all things reasonably necessary to give full effect to this contract and the matters contemplated by it, including:

- (a) executing or ensuring the execution of documents;
- (b) causing relevant third parties to do all things reasonably necessary to give full effect to this contract and the matters contemplated by it; and
- (c) the giving of any written consent or authority to relevant third parties including the selling agent.

58. Governing Law and Jurisdiction

The parties hereto acknowledge and agree that this contract is governed by the laws of New South Wales, Australia, and the parties agree to submit themselves to the exclusive jurisdiction of the courts of New South Wales, Australia.

REQUISITIONS ON TITLE

Purchaser:

Vendor: Linlin LI

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

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

All properties

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

If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
 2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
-

-
3. Are there any give and take fences?
 4. Are there any agreements with neighbours relating to fencing?
 5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?
 6. Has the vendor any water licence or rights under the Water Management Act 2000?
 7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?
 8. Are there any enclosure permits that attach to the property?
 9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?
 10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?
 11. Is there any application to the Crown for purchase or conversion of a holding?
 12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

If company title

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.
2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?
3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.
4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

Ascension Lawyers
Suite 54, Level 5, 104 Bathurst Street
Sydney NSW 2000



FOLIO: 119/31059

SEARCH DATE	TIME	EDITION NO	DATE
26/9/2024	9:51 PM	3	15/9/2018

LAND

LOT 119 IN DEPOSITED PLAN 31059
LOCAL GOVERNMENT AREA WILLOUGHBY
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND
TITLE DIAGRAM DP31059

FIRST SCHEDULE

LINLIN LI (T AK900650)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 H619972 EASEMENT FOR SUPPORT AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 3 H746628 COVENANT
- 4 AK900651 MORTGAGE TO CITIGROUP PTY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

This is the plan of the land shown & recorded as
Drainage Plan No 31059 (E)
on the 10th day of October 1960
Janet Wilson
REGISTERED SURVEYOR

the Land
L. 6529 Fol. 233

OF CUMBERLAND

NOTES:

It is intended to dedicate to the public for road purposes the Extensions of Deepwater Road and Neerim Road, Denawen Avenue, Warrawee Avenue West, Warrawee Avenue East, Lane 20 Ft. Wide and Pathway 12 Ft. Wide.

The proposed Drainage Easements 6 Feet Wide within Lots 233 and 282 are intended to be appurtenant to Allambie Road and Deepwater Road respectively.

The proposed Easements for Support of Variable Width within the Lots shown in Column 'A' hereunder are intended to be appurtenant to the respective roads shown in Column 'B' hereunder.

D.H. & W. Rd.

Column 'A'	Column 'B'
Lots 118 to 122 incl, 311, 312, 313 & 317	Extn. of Neerim Rd.
Lots 220, 221, 274 to 279 & 281 to 285	Extn. of Deepwater Rd.
Lots 293 & 317	Denawen Avenue
Lots 293 to 298 incl.	Warrawee Avenue East

It is intended to grant Rights of Way Var. Width (12 Ft. Wide within Lot 286) in favour of the Lots shown in Column 'A' hereunder over the parts of the Lots in Column 'B' shown as Site of Proposed Right of Way Var. Width (& 12 Ft. Wide).

Column 'A'	Column 'B'
Lot 281	Lot 280
" 282	Lots 280 & 281
" 283	Lots 280 to 282
" 284	Lots 280 to 283
" 285	Lots 280 to 284
" 287	Lot 286

It is intended to create Drainage Easements 3 Ft. Wide in favour of the Lots shown in Column 'A' hereunder over the parts of the Lots in Column 'B' shown as Site of Proposed Drainage Easement 3 Ft. Wide

Column A	Column 'B'
Lot 230, Plan in	259 & 249
231	259 & 249
232	249
258	252, 253 & 255
257	252, 253 & 255
251	252, 253 & 255
252	253 & 255
253	255

10 1/2" 2009 fol.

* Amended at surveyor's request. DGL 10.10.60

DP 31059 (E)

PLAN

Subdivision of Part of the Land comprised in C. of T. Vol. 6529 Fol. 23

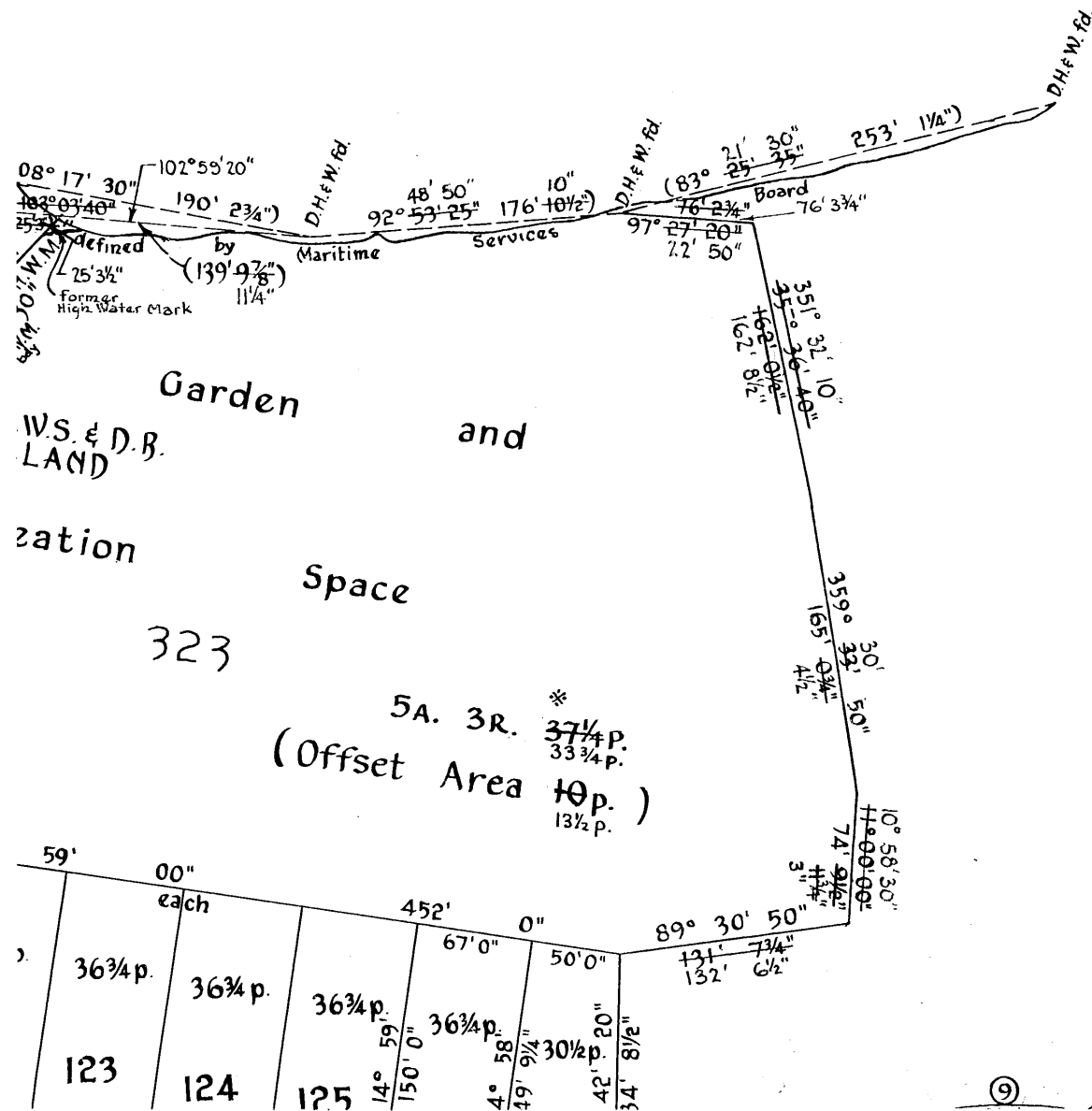
F WILLOUGHBY COUNTY OF CUMBERLAND

Scale 100 Feet to an inch

MIDDLE



HARBOUR



NOTES:

It is intended to dec...
 of Deepwater Road
 West, Warrawee Ave

The proposed Draina...
 are intended to be...
 respectively.

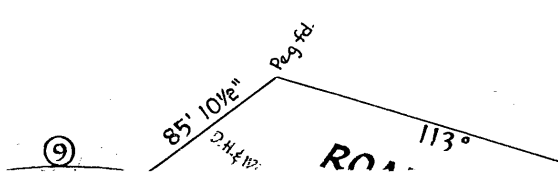
The proposed Easem...
 in Column 'A' hereun...
 roads shown in Co

- Column 'A'
- Lot 118 to 122 in
- Lot 220, 221, 274
- Lot 293 & 317
- Lot 293 to 298

It is intended to gra...
 favour of the Lots s...
 Column 'B' shown a

- Column 'A'
- Lot 281
- " 282
- " 283
- " 284
- " 285
- " 287

It is intended to cre...
 Lots shown in Col...
 Column 'B' shown



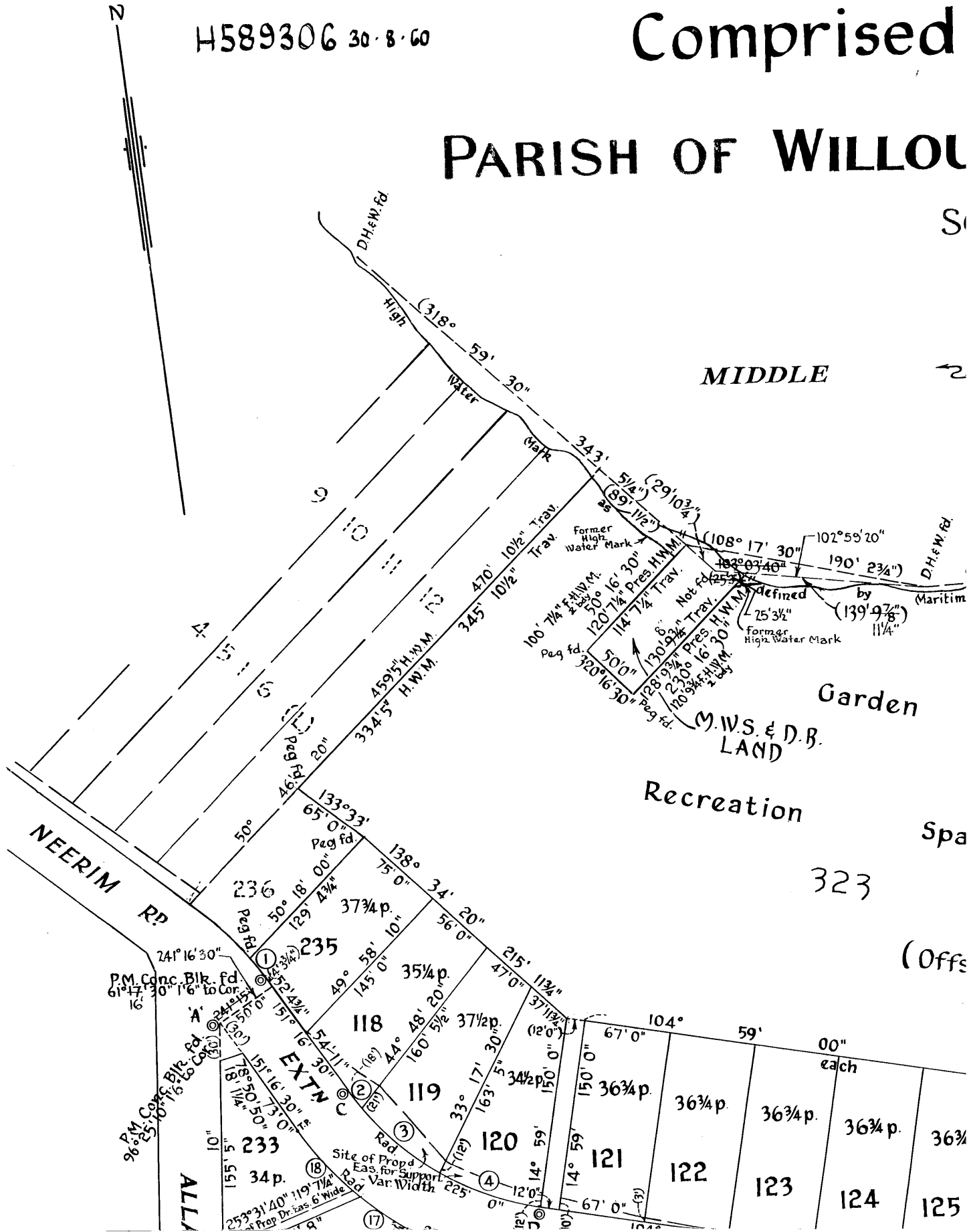
Plan Form No. 1 (For Deposited Plan)

D.P. 31059[©]
Municipality of Willoughby
Shire of

of Subdivis
Comprised

H589306 30.8.60

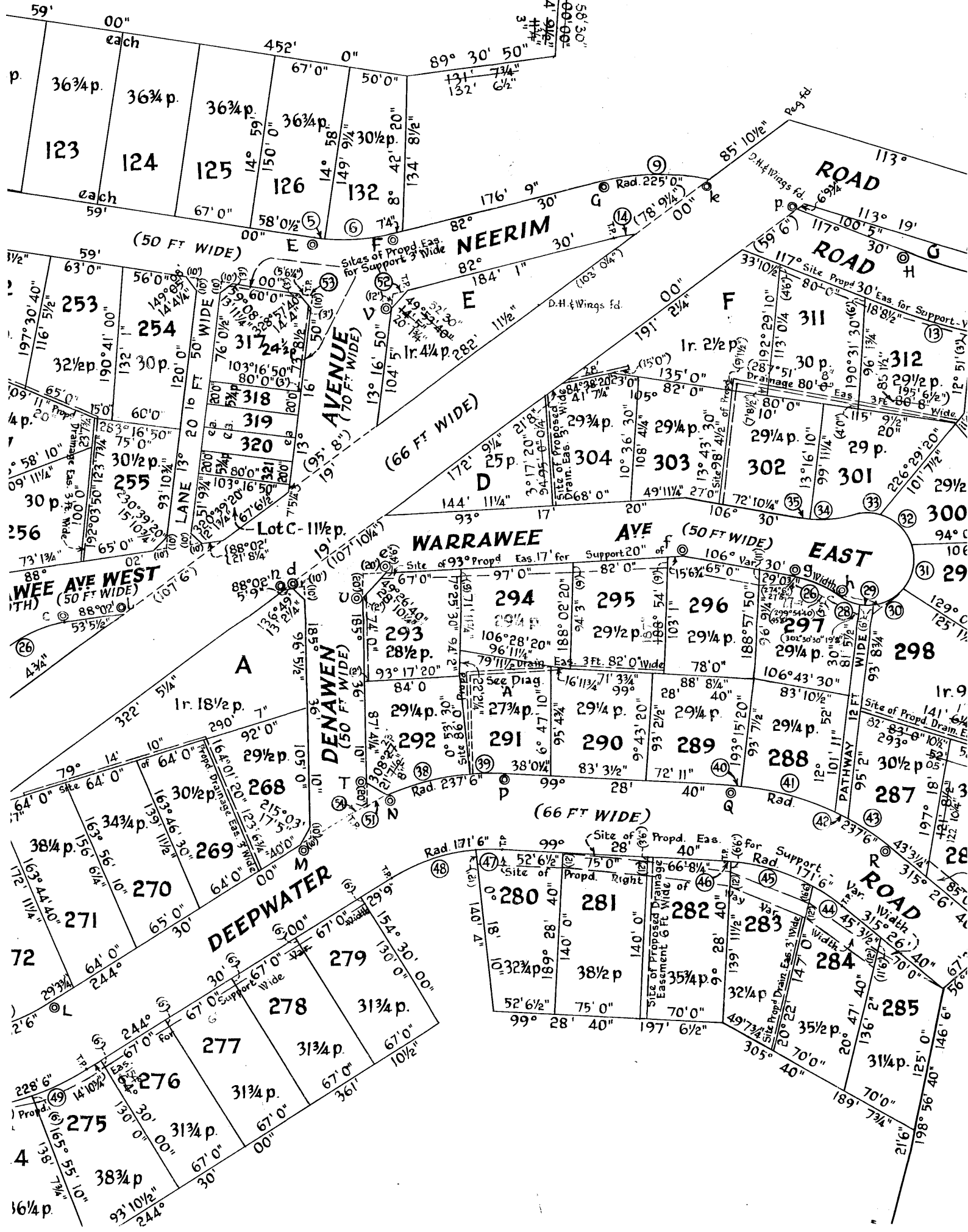
PARISH OF WILLOU



It is intended to create
Lots shown in Col
Column 'B' shown

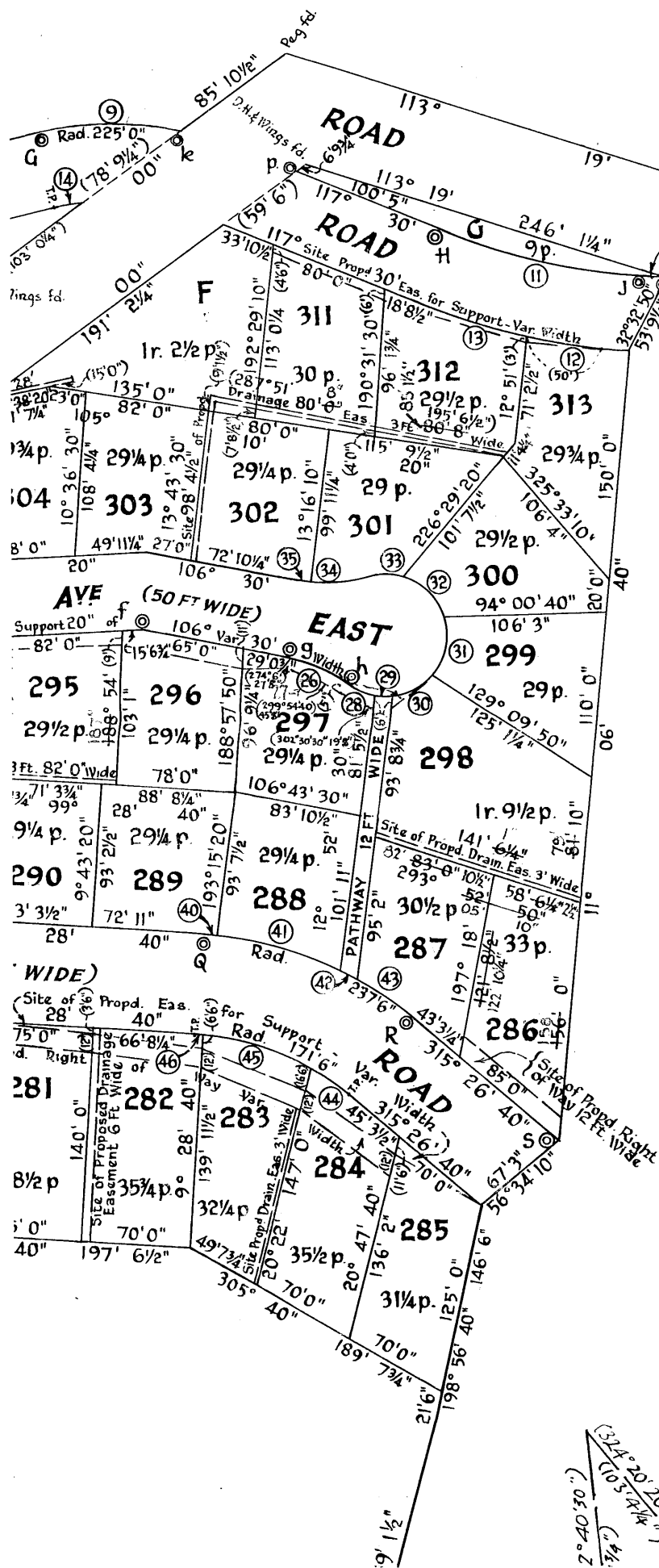
5A. 3R. *
(Offset Area 10p.)
37 1/4 p.
33 3/4 p.
10 p.
13 1/2 p.

DP 31059 (E)



Column A hereunder over the parts of the Lots in Column 'B' shown as Site of Proposed Drainage Easement 3 Ft. Wide

10° 56' 30"



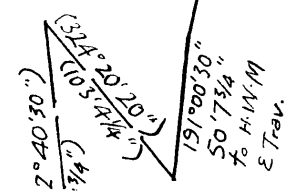
Column A	Column 'B'
Lot 230, Plan in	259 & 249
231	259 & 249
232	249
258	252, 253 & 255
257	252, 253 & 255
251	252, 253 & 255
252	253 & 255
253	255
E	304
313	312, 311, F & 302
312	311, F & 302
F	302 & 304
296	295, 294, 290 & 291
295	294, 290 & 291
294	290 & 291
290	291
A	268 268
H	298

The Proposed Drainage Easement 3 Ft Wide within Lot 283 is intended to be appurtenant to those parts of Lots 282 and 284 shown hereon as Site of Proposed Right of Way Var. Width.

It is intended to create a Drainage Easement 4 Ft. Wide in favour of Lot B, Lot Z in and M.W.S. & D.B. land over the part of Lot 273 shown as Site of Proposed Drainage Easement 4 Ft. Wide.

DP31059 (E) Curved Boundaries

Nº	Radius	Arc	Chord
1	225' 0"	24' 7 1/4"	148° 08' 30" 24' 7 1/4"
2	225' 0"	16' 9 1/4"	149° 08' 20" 16' 9 1/4"
3	225' 0"	80' 0"	136° 48' 50" 79' 7"
4	225' 0"	85' 0"	115° 48' 20" 84' 6"
5	175' 0"	9' 0"	103° 30' 30" 9' 0"
6	175' 0"	59' 8"	92° 16' 00" 59' 4 1/2"
7	251' 4 3/4"		208° 40' 00" 91' 5 3/4"
8	201' 4 3/4"	120' 0"	35° 15' 10" 118' 3"
9	225' 0"	100' 1 1/4"	95° 14' 40" 99' 3 1/4"
10	225' 0"	37' 8"	163° 11' 45" 37' 7 1/2"
11	475' 0"	138' 0 1/2"	109° 10' 30" 137' 6 1/2"
12	525' 0"	67' 4 3/4"	105° 15' 30" 67' 4 1/4"
13	525' 0"	78' 5 3/4"	113° 13' 00" 78' 4 3/4"
14	175' 0"	23' 11 3/4"	86° 25' 40" 23' 11 1/2"
15	275' 0"	44' 9 1/2"	109° 39' 00" 44' 9"
16	275' 0"	59' 0"	120° 27' 40" 58' 10 1/2"
17	275' 0"	43' 5 3/4"	131° 08' 20" 43' 5 1/4"
18	275' 0"	74' 11 1/4"	143° 28' 20" 74' 8 1/4"
19	16' 8"	24' 5 1/4"	130° 02' 00" 22' 3 1/2"
20	17' 5 3/4"	12' 5 1/2"	12° 27' 40" 12' 2 1/4"
21	40' 0"	39' 2 1/4"	184° 49' 40" 37' 7 1/2"
22	40' 0"	40' 0"	128° 07' 10" 38' 4 1/4"
23	40' 0"	40' 0"	70° 49' 10" 38' 4 1/4"
24	40' 0"	35' 0"	17° 06' 10" 33' 10 3/4"
25	40' 0"	84' 7 1/2"	111° 25' 40" 69' 8 1/2"
26	40' 0"	69' 5 3/4"	249° 25' 40" 68' 3"
27	100' 0"	46' 8 3/4"	119° 53' 00" 46' 3 1/2"
28	40' 0"	18' 0"	120° 22' 30" 17' 10 1/4"
29	40' 0"	12' 1"	98° 50' 00" 12' 0 1/2"
30	40' 0"	30' 0"	248° 42' 00" 29' 3 1/2"
31	40' 0"	40' 0"	198° 34' 00" 38' 4 1/4"
32	40' 0"	40' 0"	141° 16' 00" 38' 4 1/4"
33	40' 0"	22' 11 1/2"	96° 10' 30" 22' 7 3/4"
34	100' 0"	38' 8 3/4"	90° 49' 30" 38' 5 3/4"
35	100' 0"	8' 0"	104° 12' 30" 8' 0"
36	162' 6"	17' 6 1/4"	266° 16' 30" 17' 6"
37	162' 6"	53' 0"	253° 50' 40" 52' 9 1/4"
38	237' 6"	75' 0"	82° 38' 20" 74' 8 3/4"
39	237' 6"	32' 3 3/4"	95° 35' 00" 32' 3 3/4"
40	237' 6"	10' 0"	100° 41' 00" 10' 0"
41	237' 6"	85' 11 1/4"	112° 15' 30" 85' 5 3/4"
42	237' 6"	12' 10 1/2"	124° 10' 30" 12' 10 1/2"
43	237' 6"	40' 3 1/4"	130° 35' 10" 40' 2 3/4"
44	171' 6"	29' 4 1/4"	130° 32' 30" 29' 3 1/4"



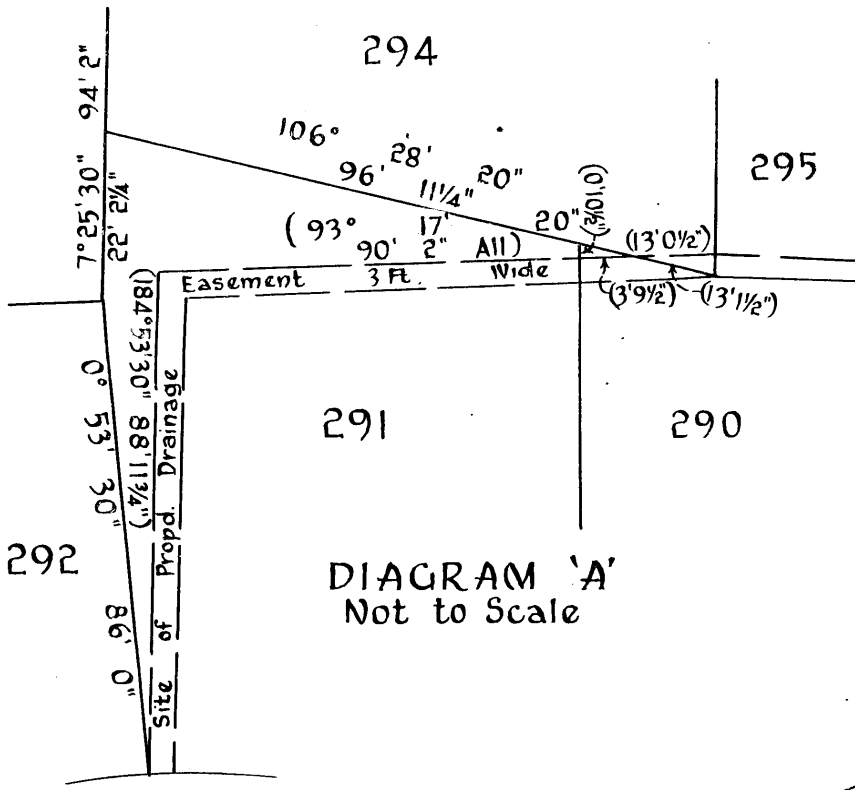
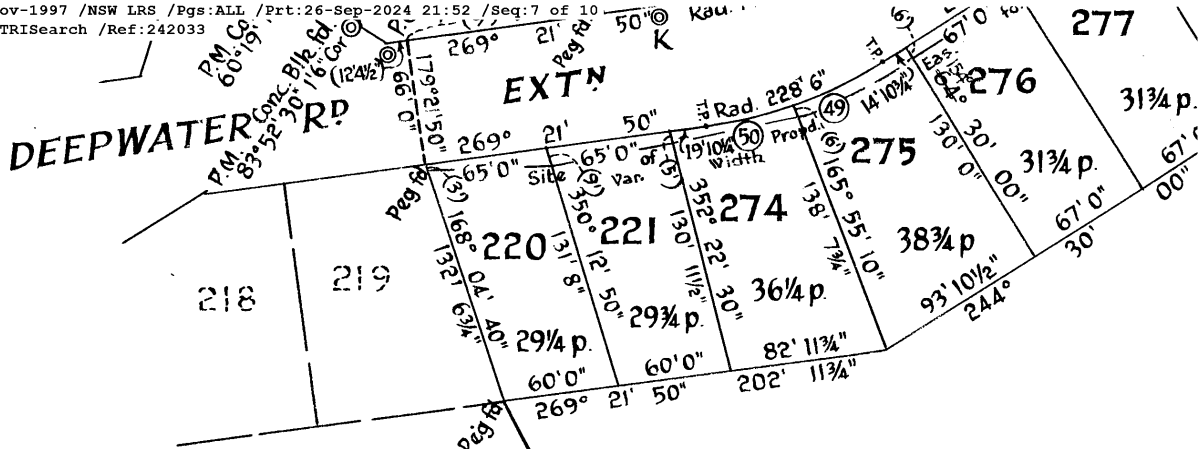
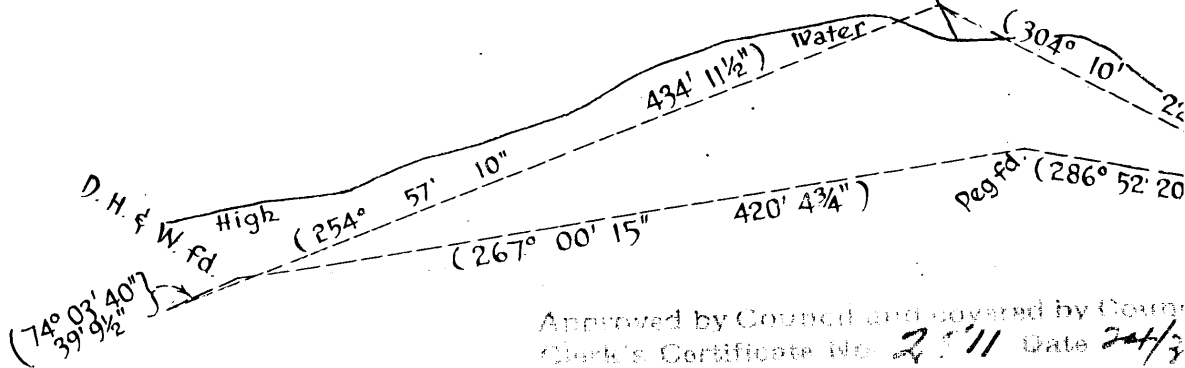


DIAGRAM 'A'
Not to Scale

292

and



Approved by Council and covered by Council
Clerk's Certificate No. 25/11 Date 24/3

Amendments to this plan are
acceptable to the Willoughby
Municipal Council.

[Signature]
Town Clerk 5/10/60

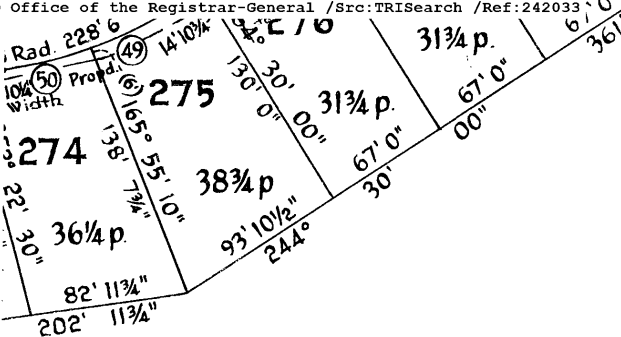
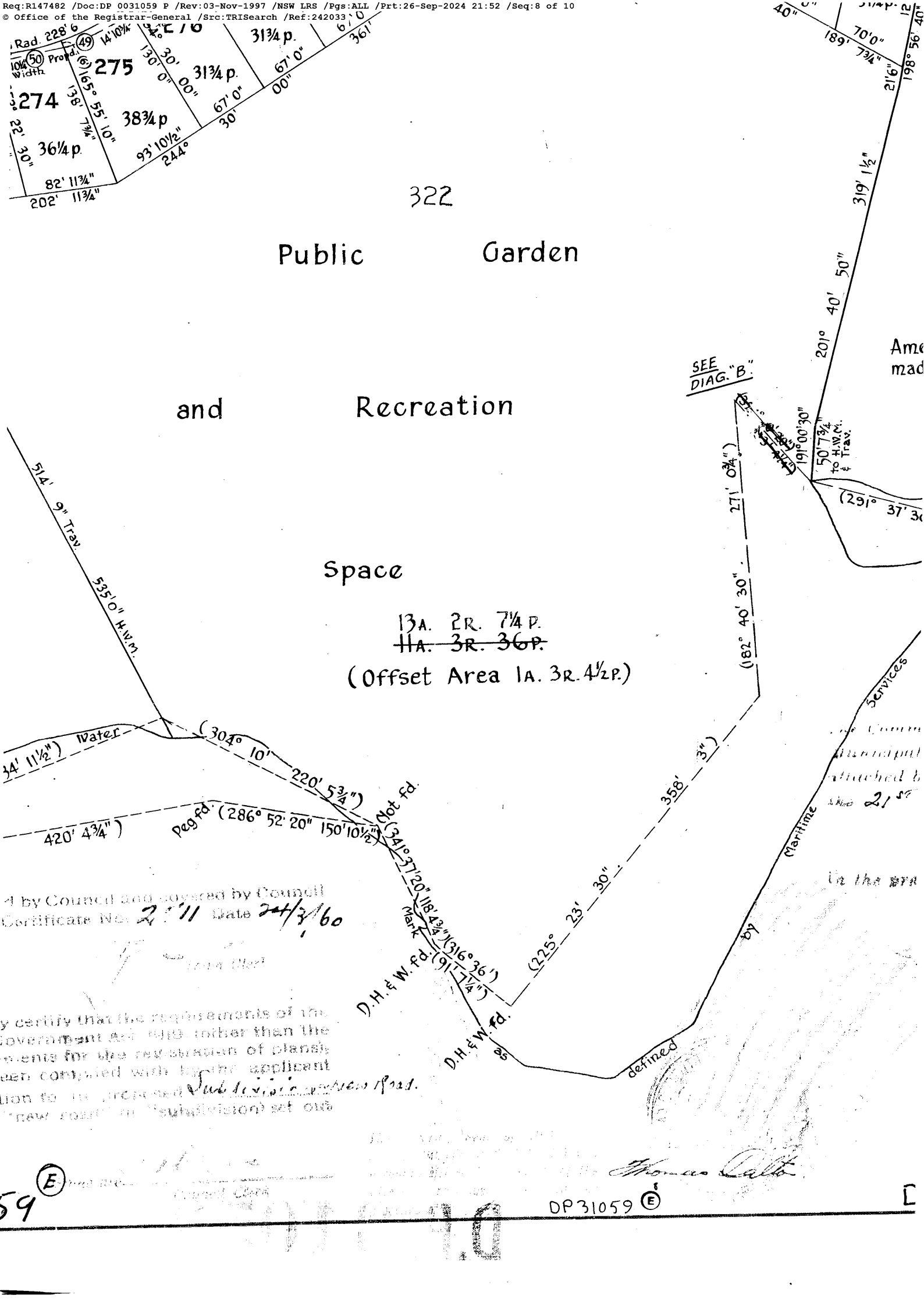
Datum line of Azimuth: A-B

DP. 31059

I hereby certify that the requirements of
Local Government Act, 1919, rather than
requirements for the revision of plan
have been complied with by the applicant
in relation to the proposed *Subdivision*
(insert "new road" or "subdivision") etc
herein.

③

[Signature]
Council Clerk



322

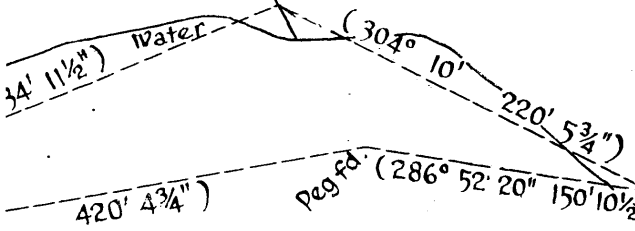
Public Garden

and Recreation

Space

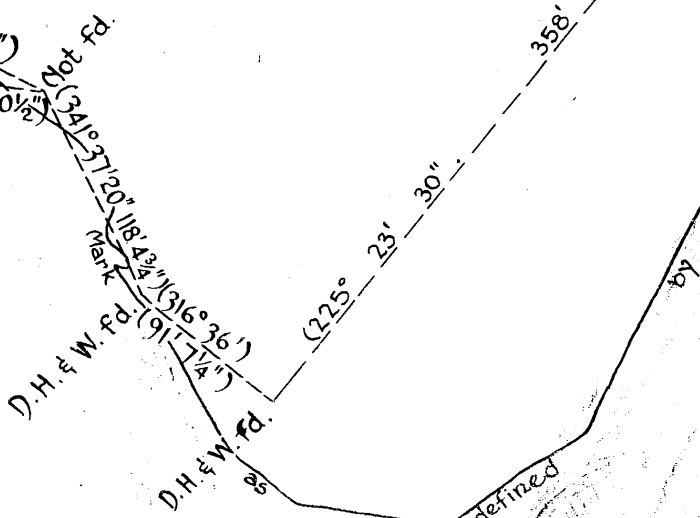
13A. 2R. 7 1/4 P.
11A. 3R. 36 P.

(Offset Area 1A. 3R. 4 1/2 P.)



4 by Council and covered by Council Certificate No. 2111 Date 24/3/60

I hereby certify that the requirements of the Government Act 1919, insofar as the provisions for the registration of plans, have been complied with by the applicant in connection with the proposed subdivision of the land shown in the plan.



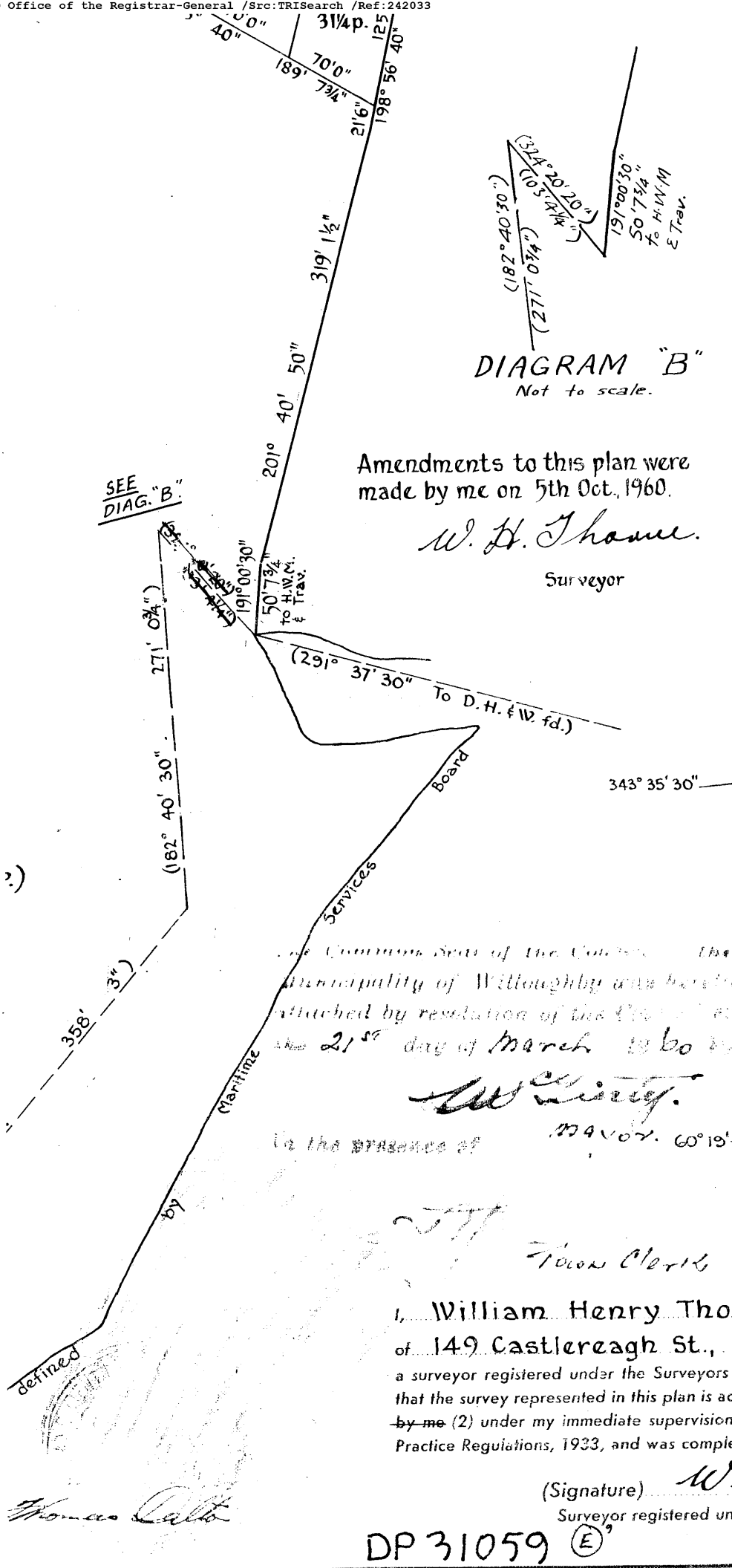
Services
Municipal
attached to
21 57
in the plan

Thomas Catta

(E)

DP31059 (E)

59



30	40' 0"	30' 0"	248° 42' 00"	29' 3 1/2"
31	40' 0"	40' 0"	198° 34' 00"	38' 4 1/4"
32	40' 0"	40' 0"	141° 16' 00"	38' 4 1/4"
33	40' 0"	22' 11 1/2"	96° 10' 30"	22' 7 3/4"
34	100' 0"	38' 8 3/4"	90° 49' 30"	38' 5 3/4"
35	100' 0"	8' 0"	104° 12' 30"	8' 0"
36	162' 6"	17' 6 1/4"	266° 16' 30"	17' 6"
37	162' 6"	53' 0"	253° 50' 40"	52' 9 1/4"
38	237' 6"	75' 0"	82° 38' 20"	74' 8 3/4"
39	237' 6"	32' 3 1/2"	95° 35' 00"	32' 3 1/4"
40	237' 6"	10' 0"	100° 41' 00"	10' 0"
41	237' 6"	85' 11 1/4"	112° 15' 30"	85' 5 1/2"
42	237' 6"	12' 10 1/2"	124° 10' 30"	12' 10 1/2"
43	237' 6"	40' 3 1/4"	130° 35' 10"	40' 2 3/4"
44	171' 6"	29' 4 1/4"	130° 32' 30"	29' 3 3/4"
45	171' 6"	75' 0"	113° 06' 40"	74' 4 3/4"
46	171' 6"	3' 3 3/4"	100° 02' 00"	3' 3 3/4"
47	171' 6"	22' 5 1/2"	95° 43' 40"	22' 5"
48	171' 6"	82' 2 3/4"	78° 14' 20"	81' 5 1/2"
49	228' 6"	52' 0"	71° 01' 10"	51' 10 1/2"
50	228' 6"	47' 1 3/4"	83° 27' 00"	47' 1"
51	237' 6"	20' 0"	251° 10' 40"	20' 0"
52	225' 0"	12' 8 1/2"	84° 07' 00"	12' 8 1/2"
53	225' 0"	4' 6"	104° 24' 40"	4' 6"
54	237' 6"	17' 8 1/4"	66° 38' 00"	17' 8 1/4"

Permanent Marks

C	61' 16' 30"	1' 6"	Conc. Block
D	14° 59' 00"	1' 6"	Conc. Block
E	14° 59' 00"	1' 6"	Conc. Block
F	352° 30' 00"	1' 6"	Conc. Block
G	352° 30' 00"	1' 6"	Conc. Block
H	27° 30' 00"	1' 6"	Conc. Block
J	10° 51' 00"	1' 6"	Conc. Block
K	359° 21' 50"	1' 6"	Conc. Block
L	334° 30' 00"	1' 6"	Conc. Block
M	334° 30' 00"	1' 6"	Conc. Block
N	334° 30' 00"	1' 6"	Conc. Block
P	9° 28' 40"	1' 6"	Conc. Block
Q	9° 28' 40"	1' 6"	Conc. Block
R	45° 20' 40"	1' 6"	Conc. Block
S	108° 52' 40"	3' 4 1/4"	Conc. Block
T	95° 36' 10"	1' 6"	Conc. Block
U	95° 36' 10"	1' 6"	Conc. Block
V	103° 16' 50"	1' 6"	Conc. Block
W	82° 02' 00"	1' 6"	Conc. Block
X	82° 02' 00"	1' 6"	Conc. Block
Y	122° 53' 20"	1' 6"	Conc. Block
Z	262° 02' 00"	1' 6"	Conc. Block
a	262° 02' 00"	1' 6"	Conc. Block
b	140° 49' 20"	1' 6"	Conc. Block
c	178° 02' 00"	1' 6"	Conc. Block
d	178° 02' 00"	1' 6"	Conc. Block
e	183° 17' 20"	1' 6"	Conc. Block
f	189° 53' 40"	1' 6"	Conc. Block
g	196° 30' 00"	1' 6"	Conc. Block
h	223° 16' 00"	1' 6"	Conc. Block
k	17° 59' 20"	1' 6"	Conc. Block
l	178° 02' 00"	1' 6"	Conc. Block
m	10° 51' 00"	1' 6"	Conc. Block
n	150° 19' 00"	1' 6"	Conc. Block
p	150° 19' 00"	1' 6"	Conc. Block

by *Thomas Clerk*

W. H. Thorne
Surveyor

1. William Henry Thorne
of 149 Castlereagh St., Sydney
a surveyor registered under the Surveyors Act, 1929-1946, hereby certify
that the survey represented in this plan is accurate and has been made ⁽¹⁾
by me (2) under my immediate supervision in accordance with the Survey
Practice Regulations, 1933, and was completed on 5th Feb., 1960.

(Signature) *W. H. Thorne*
Surveyor registered under the Surveyors Act, 1929-46.

DP 31059 (E)

* Strike out either (1) or (2). † Insert date of Survey.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 31055	FEEET INCHES	METRES
-	3	0.076
-	10 1/2	0.267
1	1	0.305
1	5	0.457
1	7 3/4	0.502
2	-	0.616
3	3 3/4	1.010
3	4 1/4	1.067
3	9 1/2	1.156
4	-	1.219
4	3 3/4	1.314
4	6	1.372
5	6 1/4	1.524
5	6 1/2	1.663
5	9	1.753
6	6	1.829
6	7 3/4	1.961
6	9 3/4	2.007
6	4	2.076
6	4	2.235
7	8 1/2	2.257
7	8 1/2	2.350
8	8 1/2	2.438
8	8 1/2	2.654
9	0 7/8	2.743
9	1 1/2	2.761
9	11 5/8	3.038
10	-	3.048
10	11 7/8	3.350
11	4 1/4	3.461
12	6	3.550
12	0 1/2	3.658
12	1 3/4	3.670
12	1 3/4	3.683
12	2 1/4	3.702
12	4 1/2	3.715
12	4 1/2	3.772
12	5 1/2	3.797
12	6 1/2	3.874
13	0 1/2	3.924
13	1 1/2	4.001
13	2 1/4	4.026
13	2 1/4	4.246
13	11 1/4	4.365
14	4 1/4	4.375
14	4 1/4	4.540
14	10 3/4	4.562
14	11 5/8	4.572
15	2 1/2	4.636
15	6 3/4	4.743
15	10 3/4	4.845
16	6	5.029
16	6	5.059
16	9 1/4	5.086
16	11 3/4	5.112
16	11 3/4	5.172
19	10 1/4	5.499
19	10 1/4	5.605
20	-	6.095
20	1 3/4	6.146
21	-	6.440
21	6	6.552
21	6	6.604
21	8 1/4	6.616

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 31059	CONTINUED	FEEET INCHES	METRES
22	2 1/4	6.763	
22	3 1/2	6.795	
22	5	6.833	
22	5 1/2	6.845	
22	7 3/4	6.902	
22	11 1/2	6.998	
23	-	7.010	
23	0 1/4	7.017	
23	3 3/4	7.022	
23	11 1/2	7.303	
23	11 3/4	7.319	
24	5 1/4	7.445	
24	7 1/4	7.499	
25	3 1/2	7.709	
25	3 1/2	8.230	
27	1 1/4	8.261	
27	8	8.433	
28	10 1/4	8.534	
28	10 3/4	8.795	
29	3 1/2	8.928	
29	3 3/4	8.934	
29	4 1/4	8.947	
29	4 1/4	9.066	
29	10 3/4	9.112	
30	-	9.144	
32	3 1/2	9.836	
32	3 1/2	9.843	
33	1 1/2	10.312	
33	10 3/4	10.325	
33	10 3/4	10.331	
35	-	10.668	
35	7 1/2	11.466	
37	11 3/4	11.579	
38	0 1/4	11.589	
38	3	11.659	
38	4 1/4	11.690	
38	5 3/4	11.728	
39	8 3/4	11.805	
39	9 1/2	11.944	
40	2 3/4	12.129	
40	2 3/4	12.262	
40	3 1/4	12.275	
41	7 1/4	12.681	
43	3 1/4	13.189	
43	3 1/4	13.240	
43	5 3/4	13.252	
43	5 3/4	13.640	
44	9 1/2	13.653	
44	9 1/2	13.716	
45	3 1/2	13.805	
45	3 1/2	14.110	
46	8 3/4	14.243	
46	8 3/4	14.256	
47	-	14.351	
47	1 3/4	14.351	
47	1 3/4	14.370	
48	5 1/2	14.669	
49	5 1/4	15.069	
49	5 3/4	15.132	
49	11 1/4	15.221	
50	-	15.240	
50	7	15.416	
50	7 3/4	15.437	
51	10 1/2	15.792	
51	10 1/2	15.812	
52	8 1/2	15.850	
52	8 1/2	15.970	
52	6 1/2	16.017	
52	9 1/4	16.085	
53	-	16.154	
53	1 3/4	16.085	
53	5 1/2	16.294	
53	5 1/2	16.389	
53	5 1/2	16.739	
55	11	16.794	

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 31059	CONTINUED	FEEET INCHES	METRES
56	-	17.069	
56	1 1/2	17.995	
56	2 1/2	17.942	
58	10 1/2	17.945	
58	10 1/2	18.383	
59	-	18.493	
59	4 1/2	18.106	
59	6	18.136	
59	6	18.186	
60	-	18.207	
60	1 1/4	18.593	
61	8 1/4	18.302	
63	-	18.412	
64	-	18.117	
65	-	18.117	
66	2 1/4	18.168	
66	2 1/4	18.226	
67	3	18.422	
67	4 3/4	18.530	
67	6 1/2	18.582	
68	-	18.726	
68	3 3/4	18.903	
69	8 1/2	19.117	
70	-	19.247	
70	1 1/4	19.336	
71	2 1/2	19.704	
71	3 1/4	19.875	
71	11 3/4	20.919	
72	11 1/4	21.114	
72	10 3/4	21.216	
72	11	21.265	
73	-	21.285	
73	3 1/4	21.466	
73	8 1/2	21.585	
74	-	21.611	
74	3 3/4	21.659	
74	8 1/4	21.765	
74	8 1/4	21.777	
74	11 1/4	22.640	
75	-	22.861	
76	0 1/2	23.118	
76	3 1/4	23.280	
78	-	23.774	
78	4 3/4	23.985	
78	5 3/4	24.099	
78	9 1/4	24.257	
79	7 1/4	24.353	
79	10	24.353	
79	10	24.353	
79	11 1/2	24.351	
80	-	24.354	
80	4 3/4	24.565	
81	5 1/2	24.829	
81	5 1/2	24.954	
82	2 3/4	25.063	
82	10 1/2	25.260	
82	11 3/4	25.332	
83	3 1/2	25.355	
83	10 1/2	25.463	
84	-	25.653	
84	6	25.766	
84	7 1/2	25.794	
85	-	25.908	
85	1 1/2	26.054	
85	5 3/4	26.054	
85	10 1/2	26.115	
85	11 1/4	26.194	
86	-	26.213	
86	3 1/2	26.607	
87	3 1/2	26.626	
87	4 1/4	27.032	
88	6 1/4	27.121	
88	11 3/4	27.168	
89	1 1/2	27.168	

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 31059	CONTINUED	FEEET INCHES	METRES
89	5 1/4	27.261	
90	0 7/8	27.454	
90	2	27.483	
91	7 1/4	27.921	
91	6 1/2	27.953	
92	-	28.042	
93	7 1/2	28.410	
93	7 1/2	28.537	
93	6 3/4	28.569	
93	10 1/2	28.613	
94	0 1/4	28.656	
94	2	28.702	
95	2	28.727	
95	4 3/4	29.007	
95	8	29.159	
95	8	29.326	
96	1 3/4	29.305	
96	5 1/2	29.496	
96	9 1/4	29.547	
97	11 1/4	29.566	
98	4 1/2	29.955	
98	3 1/2	30.258	
99	11 1/4	30.461	
100	1 1/4	30.460	
100	5	30.607	
100	7 1/4	30.664	
101	7 1/2	30.975	
101	8	31.064	
101	11	31.064	
102	10 3/4	31.363	
103	0 1/4	31.401	
103	1 1/4	31.452	
103	4 1/4	31.520	
104	5	31.826	
105	3	32.004	
106	4	32.040	
106	11 1/2	32.561	
107	16	32.676	
107	10 1/4	32.676	
108	4 1/4	33.026	
108	7 3/8	33.411	
109	11	33.523	
109	11 1/4	33.589	
110	11 1/4	33.589	
110	7 1/4	33.589	
111	0 1/4	33.687	
111	7 1/4	34.489	
111	7 1/4	34.931	
115	4	35.144	
115	4	35.293	
117	5 1/2	35.462	
117	5 1/2	35.462	
118	4 3/4	35.462	
119	7 1/4	35.462	
120	10 1/4	35.462	
120	10 1/4	37.687	
122	6 3/4	37.687	
123	7 3/4	37.687	
125	1 1/4	38.182	
125	1 1/4	38.182	
127	2 3/4	38.179	
128	5 3/4	39.262	
129	5 3/4	39.446	
130	4 3/4	39.446	
130	8	39.446	
130	9 3/4	39.857	
130	11 1/2	39.857	
131	6	40.132	
132	1 1/2	40.132	
132	6 1/2	40.139	
132	6 3/4	40.139	
133	11	40.513	
133	11	40.513	
134	8 1/2	41.055	

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 31059	CONTINUED	FEEET INCHES	METRES
135	-	41.144	
136	2 1/2	41.504	
136	6 1/2	41.516	
137	6 1/2	41.923	
138	1 1/2	42.072	
139	7 3/4	42.255	
139	6	42.520	
139	11 1/4	42.653	
140	-	42.653	
140	4	42.672	
141	1 1/4	43.002	
142	9 1/4	43.517	
144	11 1/4	44.177	
145	2	44.196	
147	9 1/4	44.608	
149	1 1/4	45.650	
150	10 1/2	45.720	
150	10 1/2	45.987	
155	5 1/2	47.371	
156	6 1/4	47.708	
158	8 1/2	48.156	
160	5 1/2	48.374	
162	6 1/2	49.530	
162	6 1/2	49.594	
163	5	49.809	
165	4 3/4	50.406	
169	4 3/4	51.638	
171	1 1/2	52.273	
172	9 1/4	52.651	
172	11 1/4	52.711	
175	-	53.363	
176	9	53.400	
176	9	53.697	
176	10 1/4	53.873	
184	1 3/4	56.109	
189	7 3/4	57.604	
190	2 3/4	57.982	
191	2 1/4	58.274	
193	4 3/4	58.947	
195	6 1/2	59.601	
197	11 3/4	60.211	
202	11 3/4	61.656	
215	11 3/4	65.636	
220	5 3/4	67.202	
225	-	68.586	
228	6	69.647	
237	1 1/4	72.390	
246	1 1/4	75.013	
253	1 1/4	77.146	
271	0 3/4	82.620	
275	-	83.620	
282	1 1/2	86.246	
290	7	88.570	
319	1 1/2	97.265	
322	5 1/4	98.275	
334	5 1/4	101.936	
345	10 1/4	105.423	
345	10 1/4	105.423	
356	3	109.195	
361	11 1/2	110.306	
420	4 3/4	126.137	
434	11 1/2	132.575	
439	-	137.776	
452	5	140.036	
470	10 1/2	143.523	
475	-	144.780	
514	-	156.896	
535	-	160.026	
535	-	163.066	
1767	9	536.610	



H 619972



Handwritten notes: 4.10.60 PH 2:49

HEADLAND DEVELOPMENTS PTY. LIMITED a Company having its registered office at 149 Castlereagh Street, Sydney (hereinafter called "the Transferor") being registered as the proprietor of an estate in fee simple in the land hereinafter described subject however to such encumbrances liens and interests as are notified hereunder in consideration of the sum of Ten shillings (10/-d.) (the receipt whereof is hereby acknowledged) paid to it by THE COUNCIL OF THE MUNICIPALITY OF WILLOUGHBY of Town Hall Chatswood (hereinafter called "the Transferee") doth hereby grant and transfer to the Transferee out of ALL such its Estate and interest in ALL the land mentioned in the schedule following:-

COUNTY	PARISH	WHOLE OR PART	REFERENCE TO TITLE VOL.	FOL.	DESCRIPTION OF LAND (IF PART ONLY)
CUMBERLAND	WILLOUGHBY	PART	6529	233	Being the land shown as "site of propd. eas. for support var. width and 3' wide in Lots 118 to 122 incl., 311, 312, 313, 217, 220, 221, 274 to 279, 281 to 285, 293 to 298 and 317 in plan lodged with the Registrar General for registration as a Deposited Plan under Dealing No. H 689306 (hereinafter called "the easement site")

Handwritten note: New being part of land comprised in Cert. of Title Vol 8078 Fol 6

Handwritten note: 6/31059

PULL AND FREE right and privilege leave and licence for the Transferee to have supported the soil of the road in EXTN. OF NEERIM ROAD, EXTN. OF DEEPWATER ROAD, DENAWEN AVENUE and WARRAWEE AVENUE EAST by the batter or embankment at present or to be constructed on and over "the easement site" and also the free and uninterrupted right to have the said batter or embankment in the position hereinbefore referred to TOGETHER WITH liberty and power for the Transferee to enter into and upon the easement site with or without surveyors servants workmen and other persons horses carts motor trucks and other vehicles materials machinery and implements to do all such things as the Transferee may deem necessary but to the extent only as may be necessary for the purpose of constructing repairing and maintaining the said batter or embankment PROVIDED THAT in the constructing repairing and maintenance of the said batter or embankment the transferee will so far as is practicable not cut down injure or destroy any tree shrub or other timber or vegetable matter on the easement site except so far as may be necessary for the construction repair or maintenance of the said batter or embankment and also will repair and reinstate all service lines pipes drains fences paths and gardens which may be crossed injured or interfered with during the construction repair or maintenance of

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H 619972



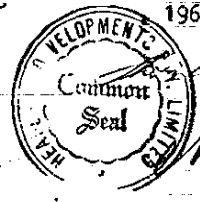
F.C. Petrie & Son
375 George St.
Sydney

the said batter or embankment AND the Transferor doth for itself and other the owner or owners from time to time of the easement site covenant with the said transferee that it or they will not erect or permit to be erected any building or other erection of any kind or description over the said easement site without the Transferee's permission in writing being first had and obtained and will not do or knowingly suffer to be done any act deed matter or thing which may injure the said batter or embankment or the appurtenances thereto and will not do permit or suffer any act deed matter or thing whereby the Transferee shall be prevented from or hampered in constructing repairing and maintaining the said batter or embankment or any part thereof AND that if any such damage or injury be done or interference be made it or they will forthwith at its or their expense properly and substantially repair and make good all such injury or damage and do all things necessary or expedient for the purposes aforesaid or any of them.

MEMORANDUM OF ENCUMBRANCES &c.

DATED the *first* day of *September* 1960.

THE COMMON SEAL of HEADLAND DEVELOPMENTS PTY. LIMITED was hereunto affixed by authority of the Board previously given and in the presence of: *M. J. Jandam*



Accepted and the Council hereby certifies this Transfer to be correct for the purposes of the Real Property Act.

THE COMMON SEAL of THE COUNCIL OF THE MUNICIPALITY OF WILLOUGHBY was affixed hereto by resolution of Council on the *3rd* day of *October* 1960. by *[Signature]* MAYOR *[Signature]* TOWN CLERK

1624DRP1

1624DRP1

Lodged by
Arthur T George & Co.

No. H619972.

Statement for Support.

Card
Particulars entered in Register Book, Vol. 8088

Folio 10

the 16th day of *16th May* 1961

at 12 o'clock in the — noon

Jackson



Registrar General

240RP 1

15240RP 1

W.P.
48
[Handwritten signatures]

And the transferee covenant (g) with the transferor. The Transferees do hereby for themselves their heirs executors administrators and assigns or other the registered proprietors for the time being of the land hereinbefore described covenant with the transferor its successors in title or assigns:

Strike out if unnecessary, or suitably adjust,
(i) if any easements are to be created or any exceptions to be made; or
(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1964.

- (a) No building or buildings shall be erected on the land hereby transferred with any external wall or walls of asbestos cement or other material of a similar nature.
- (b) No main building shall be erected on the land hereby transferred unless the same shall have a minimum overall internal floor area of 800 square feet.
- (c) No main building shall be erected on the land hereby transferred having a roof of corrugated tin, iron or fibro-cement and no roof of such building shall contain more than 80% in area of exterior roofing material or of paint or other covering of a predominantly red colour averaged over any 100 square feet of such roof.
- (d) No privy shall be erected in a conspicuous place or position and if the same is visible from the road or other lots in the Deposited Plan it shall be screened.
- (e) No paling fences shall be erected on the land hereby transferred.
- (f) No advertisement hoarding sign or matter of any description shall be erected or displayed on the land hereby transferred.
- (g) No earth stone gravel or trees shall be removed or excavated from the land hereby transferred except where such removal or excavation is necessary for the erection of a building or structure or for the safety of the occupants or the prospective occupants thereof.
- (h) No more than one main building shall be erected on the land hereby transferred and such building shall not be used or permitted to be used other than as a single private dwelling house.
- (i) No main building shall be erected on the land hereby transferred unless the same shall be connected to the sewer if available and if not available to a septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the aforementioned septic tank installation cannot be obtained then connection shall be to a septic closet the design and construction of which is acceptable to the proper authorities.
- (j) That no fence shall be erected on the land hereby transferred to divide it from any adjoining land owned by the transferor without the consent of the transferor its successors or assigns other than purchasers on sale but such consent shall not be withheld if such fence is erected without expense to the transferor its successors and assigns and in favour of any person dealing with the Transferees or their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this fencing covenant in regard to fencing shall be binding on the transferees their executors administrators and assigns only during the ownership of the said adjoining land by the Transferor its successors or assigns other than purchasers on sale.
- (k) The expression "the land hereby transferred" where herein used shall be deemed to refer separately and severally to each Lot in the relevant Deposited Plan executed in this Transfer and the restrictions in this clause contained shall apply to each Lot as if the Transferees had given separate covenants in respect of each such lot.
- (l) Any release variation or modification of these restrictions shall be made and done in all respects at the cost and expense of the person or persons requesting the same.
- (m) (i) The land to which the benefit of these restrictions is appurtenant is the land comprised in Deposited Plan Number 31059 other than the land hereby transferred.
(ii) The land which is subject to the burden of these restrictions is the land hereby transferred.
(iii) The person or persons having the right to release vary or modify these restrictions is the transferor and such other persons Company or Companies nominated by it under its Common Seal for that purpose and if the Transferor shall no longer be in existence or shall not be the Registered Proprietor of any land comprised in Deposited Plan Number 31059 and there shall be no such person or persons Company or Companies so nominated then the persons for the time being registered as the proprietor of the land in Deposited Plan Number 31059 other than the land hereby transferred.
(iv) Except as set forth in (iii) hereof no consent shall be required to any release variation and modification of these restrictions.

[Handwritten initials]
W.P.
20/11

ENCUMBRANCES, &c., REFERRED TO:
N I L.

* A very short note will suffice.
K 1165-2 S: 3070-2

6404 11 F

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

Signed at Sydney the twentieth day of March 1961

~~THE COMMON SEAL OF HEADLAND DEVELOPMENTS PTY. LIMITED~~
Signed in my presence by the transferor ~~GIUSEPPE POLESE & NORMA POLESE~~ who is personally known to me and into which is affixed
SIGNED for and on behalf of HEADLAND DEVELOPMENTS PTY. LIMITED by its Attorney HENRY DAVID JOURDAIN who is personally known to me:—

[Handwritten signature]

[Handwritten signature: H. David Jourdain]

Transferor.*

H.D.J.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee GIUSEPPE POLESE & NORMA POLESE who are personally known to me

[Handwritten signatures: Giuseppe Polese, Norma Polese]

[Handwritten signatures: Giuseppe Polese, Norma Polese]
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 62496 Miscellaneous Register under the authority of which he has just executed the within transfer. and L.P.A. No. 18791

Signed at Sydney the twentieth day of March 1961.

Signed in the presence of—
[Handwritten signature: H. David Jourdain]

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

Appeared before me at Sydney, the twentieth day of March, one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

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

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

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

H 746628
 No. _____

LODGED BY _____

FEES.
 The Fees, which are payable on lodgment, are as follows:—
 (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1	} Received Docs. Nos. Receiving Clerk.
2	
3	
4	
5	
6	

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

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

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

Dated at _____ this _____ day of _____ 19____
 Signed in my presence by _____

_____ who is personally known to me. _____ Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER <i>Covenant</i>
Checked by <i>MK</i>	Particulars entered in Register Book, Volume <i>5088</i> Folio <i>10</i>
Passed (in S.D.B.) by <i>D/S</i>	the <i>4th</i> day of <i>May</i> 19 <i>61</i> at _____
Signed by <i>[Signature]</i>	<i>5</i> minutes past <i>11</i> o'clock in the <i>forenoon</i> . <i>[Signature]</i> Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>[Signature]</i>	<i>4/5/61</i>
Draft examined	<i>[Signature]</i>	<i>10/5</i>
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers	<i>[Signature]</i>	
Cancellation Clerk	<i>[Signature]</i>	
Vol. <i>8202</i> Fol. <i>811</i>		



**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

Certificate No: 57659
Receipt No: 2683615
Issue date: 26-Sep-2024
Customer Ref: 242033 LINLIN LI:58717

Ascension Lawyers
Suite 54, 104 Bathurst St
SYDNEY NSW 2000

Property Location: 67 Neerim Road, CASTLE COVE NSW 2069.

Legal Description: Lot 119 DP 31059

Disclaimer

1. *The information provided in this certificate has been obtained from Council's records. The Council advises that:
 - (a) other authorities may hold information in respect of the property not contained in the Council's records;
 - and
 - (b) the Council's records themselves may not be complete or accurate in respect of the property.*
2. *The instrument(s) referred to in this certificate may contain other important information in respect to the property. In order to understand the effects of the instrument(s) on the property, the Council advises that the whole of each instrument(s) should be read and considered. This certificate cannot be used as a substitute for reading the whole of the instrument(s) referred to in the certificate.*
3. *It may be appropriate or necessary to obtain legal or other expert advice in respect of the matters contained in the certificate or the instruments referred to in the certificate.*
4. *The Council cannot and will not accept any liability in respect of any error, inaccuracy, or omission in this certificate.*

Hugh Phemister
GENERAL MANAGER

(Computer printed copy – No signature required)

**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

WILLOUGHBY
CITY COUNCIL

Certificate No: 57659
Receipt No: 2683615
Issue date: 26-Sep-2024
Customer Ref: 242033 LINLIN LI:58717

1. RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Environmental Planning Instruments

As at the date of this certificate the above mentioned land is affected by the following environmental planning instruments:

Willoughby Local Environmental Plan 2012

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Resilience and Hazards) 2021

(2) Proposed Environmental Planning Instruments

As at the date of this certificate the above mentioned land is affected by the following proposed environmental planning instruments:

Draft State Environmental Planning Policy

(3) Development Control Plans

As at the date of this certificate the above mentioned land is affected by the following development control plans:

Development Control Plan 2005 - Sydney Foreshore and Waterways Area

The plan applies to all development proposals within the foreshores and waterways area identified in SREP (Sydney Harbour Catchment) 2005 - (Refer to the Foreshores and Waterways Area Map).

Willoughby Development Control Plan 2023

**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

WILLOUGHBY
CITY COUNCIL

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Customer Ref: 242033 LINLIN LI:58717

2. ZONING AND LAND USE

**(a) Zone Identity
C4 - Environmental Living**

**(b) (Permissibility of Development)
Zone C4 Environmental Living - under Willoughby Local Environmental Plan 2012**

Objectives of zone

- To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
- To ensure that residential development does not have an adverse effect on those values.
- To ensure that development preserves and enhances the natural features and bushland within the immediate locality (including natural vegetation, geological features, drainage patterns, the water table and the relationship of development to the natural topography) and does not increase bush fire hazard potential.
- To maintain the scale, character and streetscape of individual localities.
- To retain and enhance residential amenity, including views, solar access, aural and visual privacy, foreshore setting, landscape quality and heritage value.

Permitted without consent

Home occupations

Permitted with consent

Bed and breakfast accommodation; Dual occupancies; Dwelling houses; Environmental protection works; Home-based child care; Home businesses; Oyster aquaculture; Pond-based aquaculture; Roads; Secondary dwellings; Tank-based aquaculture

Prohibited

Industries; Local distribution premises; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

NOTE: You are advised that in addition to the matters set out above, the instrument may make further provisions with respect to the purposes for which development may be carried out on the land without consent and with consent and the purposes for which development of the land is prohibited. Applicants are advised that they should read the whole of the instrument(s) in order to determine whether that instrument prohibits, restricts or otherwise relates to the development of the land.

(c) Additional Permitted Uses

The land does not contain any additional permitted uses in accordance with Schedule 1 of the Willoughby Local Environmental Plan 2012.

(d) Development Standards applying to the land fixing minimum dimensions for the erection of a dwelling house?

No

(NB: the erection of a dwelling house on the land requires consent to be obtained which will require assessment of the particular application under provisions of the Act. The Council makes no representation that consent will be granted to any application.)

**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

WILLOUGHBY
CITY COUNCIL

Certificate No: 57659
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Issue date: 26-Sep-2024
Customer Ref: 242033 LINLIN LI:58717

(e) Outstanding Biodiversity

--

(f) Conservation Area

--

(g) Heritage Item

--

3. CONTRIBUTION PLANS

Willoughby Local Infrastructure Contributions Plan 2019.

4. COMPLYING DEVELOPMENT

NOTE: This certificate only addresses matters raised in Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that the development is permissible with consent in the land use zone and that you comply with any other requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 including Clauses 1.18 and 1.20 of that Policy, the Complying Development Codes in Parts 3 to 8 of that Policy, and the Willoughby Local Environmental Plan 2012. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

(a) General Housing Code, Rural Housing Code and Low Rise Housing Diversity Code

The land is land on which complying development may not be carried out under these Codes. The land is affected by the following land exemption(s):

- excluded land identified by an environmental planning instrument as being environmentally sensitive land

(b) Housing Alterations Code and General Development Code

The land is land on which complying development may be carried out under these Codes.

(c) Industrial and Business Alterations Code

The land is land on which complying development may be carried out under this Code.

**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
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WILLOUGHBY
CITY COUNCIL

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Customer Ref: 242033 LINLIN LI:58717

(d) Industrial and Business Buildings Code

The land is land on which complying development may not be carried out under this Code. The land is affected by the following land exemption(s):

- excluded land identified by an environmental planning instrument as being environmentally sensitive land

(e) Subdivisions Code

The land is land on which complying development may be carried out under this Code.

(f) Demolition Code

The land is land on which complying development may be carried out under this Code.

(g) Fire Safety Code

The land is land on which complying development may be carried out under this Code.

(h) Container Recycling Facilities Code

The land is land on which complying development may be carried out under this Code.

5. EXEMPT DEVELOPMENT

Exempt development may be permissible in accordance with the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 under the follow exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

--

7. LAND RESERVED FOR ACQUISITION

The land is not affected by any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instruments which provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

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WILLOUGHBY
CITY COUNCIL

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Issue date: 26-Sep-2024
Customer Ref: 242033 LINLIN LI:58717

8. ROAD WIDENING AND REALIGNMENT

The land is not affected by road widening or road realignment under:-

- 1) Division 2 of Part 3 of the Roads Act 1993; or
- 2) An Environmental Planning Instrument; or
- 3) A resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) The land or part of the land is not within the flood planning area and is not subject to flood related development controls.

(2) The land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

(3) In this clause—

flood planning area has the same meaning as in the NSW Flood Prone Land Policy, the Flood Risk Management Manual: the management of flood liable land (2023) ISBN 978-1-923076-17-4 published by the NSW Government in June 2023 and the Flood Risk Management Toolkit.

probable maximum flood has the same meaning as in the Flood Risk Management Manual: the management of flood liable land (2023).

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK

The land is affected by a Council policy that may restrict the development of the land because of the likelihood of bushfire.

This land is classified as being within a coastal zone in accordance with the State Environmental Planning Policy (Resilience and Hazards) 2021. Certain restrictions on development may be applicable.

The land is not affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

It is the Council's practice to consider previous land uses to determine whether land may be affected by contamination which restricts or prohibits the carrying out of development on the land. Depending on the previous uses of the land, the applicant may be required to investigate possible site contamination and/or carry out remediation as part of any proposed development and the development potential of the site may be restricted or prohibited. This is assessed by the Council on a case-by-case basis.

**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

WILLOUGHBY
CITY COUNCIL

Certificate No: 57659
Receipt No: 2683615
Issue date: 26-Sep-2024
Customer Ref: 242033 LINLIN LI:58717

The Council will have regard to Clause 6.1 Acid Sulfate Soils of Willoughby Local Environmental Plan 2012 and the Acid Sulfate Soils Map in assessing any development applications relating to the land.

11. BUSH FIRE PRONE LAND

The land has been identified as bush fire prone as designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the EP&A Act.

12. LOOSE-FILL ASBESTOS INSULATION

--

13. MINE SUBSIDENCE

The land is not within a declared mine subsidence district within the meaning of the Coal Mine Subsidence Act 2017

14. PAPER SUBDIVISION INFORMATION

--

15. PROPERTY VEGETATION PLANS

--

16. BIODIVERSITY STEWARDSHIP SITES

--

17. BIODIVERSITY CERTIFIED LAND

--

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

--

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

--

**PLANNING CERTIFICATE ISSUED UNDER SECTION 10.7(2&5)
ENVIRONMENT PLANNING AND ASSESSMENT ACT, 1979**

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CITY COUNCIL

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Customer Ref: 242033 LINLIN LI:58717

20. WESTERN SYDNEY AEROTROPOLIS

--

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

--

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

--

In addition to the information provided above, the following information is provided in respect of the abovementioned land.

--

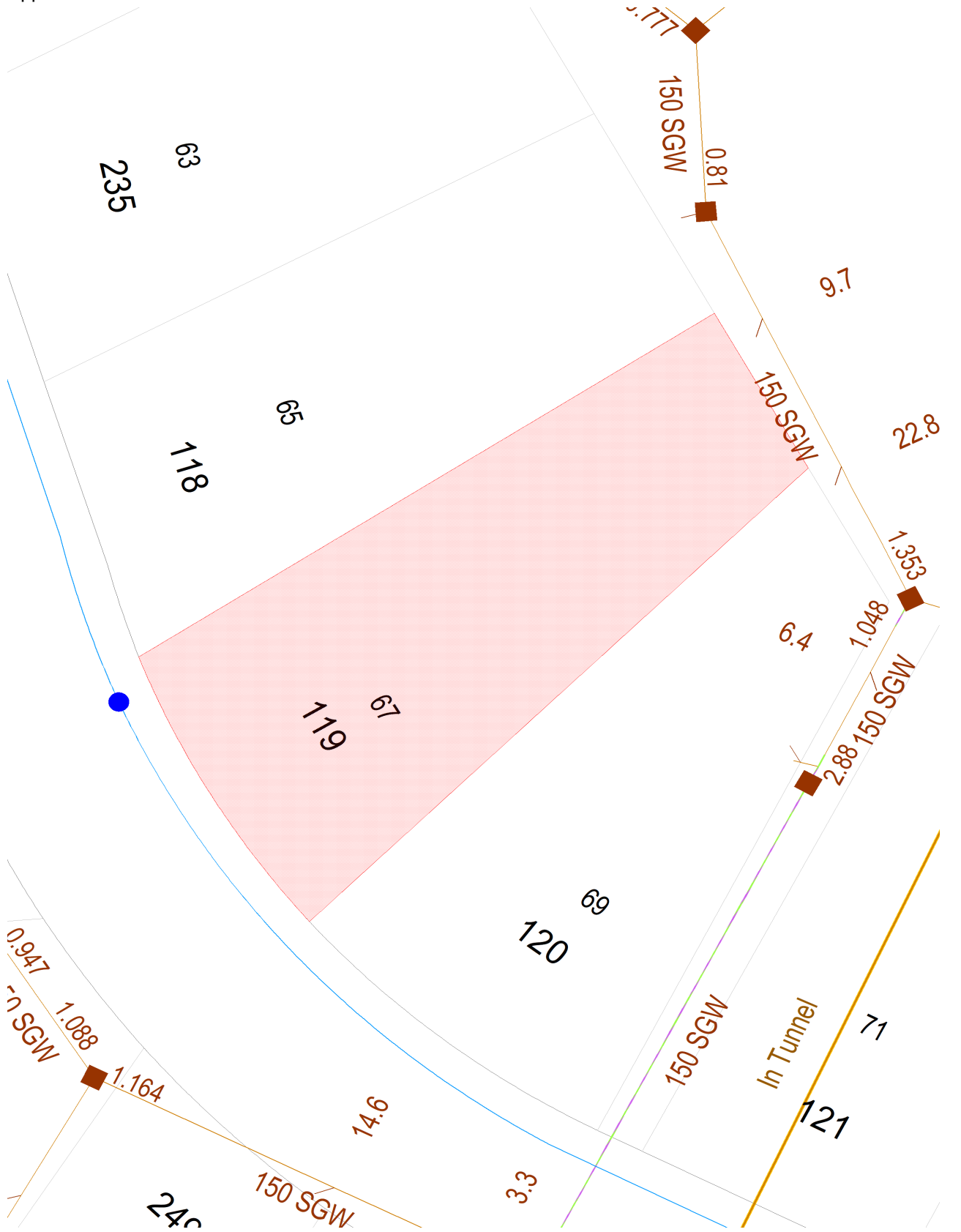
23. WATER OR SEWERAGE SERVICES

--

NOTES:

Hand written or typed items appearing on this certificate at the time of issue are to be read as forming part of this certificate.

Service Location Print
Application Number: 8003762131



Document generated at 27-09-2024 08:01:17 AM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

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

Sewer Service Diagram

Application Number: 8003762128

H873.

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD SEWERAGE SERVICE DIAGRAM

Municipality of *Willoughby* No. *611606*

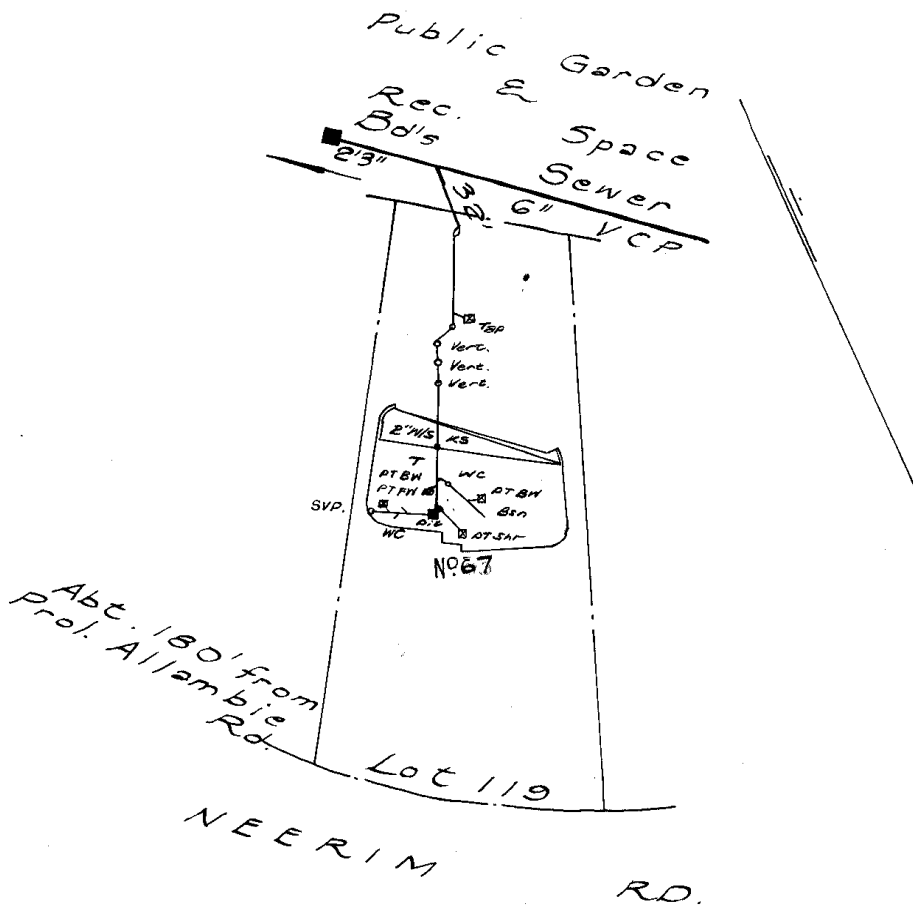
ROSENCRTER

SYMBOLS AND ABBREVIATIONS			
<input type="checkbox"/>	Boundary Trap	<input checked="" type="checkbox"/>	R.V. Reflux Valve
<input type="checkbox"/>	Pit	<input type="checkbox"/>	Cleaning Eye
<input type="checkbox"/>	G.I. Grease Interceptor	<input type="checkbox"/>	VERT. Vertical Pipe
<input type="checkbox"/>	Gully	<input type="checkbox"/>	V.P. Vent. Pipe
<input type="checkbox"/>	P.T. P. Trap	<input type="checkbox"/>	S.V.P. Soil Vent. Pipe
<input type="checkbox"/>	R.S. Reflux Sink	<input type="checkbox"/>	D.C.C. Down Cast Cowl
<input type="checkbox"/>		<input type="checkbox"/>	I.P. Induct Pipe
<input type="checkbox"/>		<input type="checkbox"/>	M.F. Mice Flap
<input type="checkbox"/>		<input type="checkbox"/>	T. Tubs
<input type="checkbox"/>		<input type="checkbox"/>	K.S. Kitchen Sink
<input type="checkbox"/>		<input type="checkbox"/>	W.C. Water Closet
<input type="checkbox"/>		<input type="checkbox"/>	B.W. Bath Waste
<input type="checkbox"/>		<input type="checkbox"/>	Bas. Basin
<input type="checkbox"/>		<input type="checkbox"/>	Shr. Shower
<input type="checkbox"/>		<input type="checkbox"/>	W.I.P. Wrought Iron Pipe
<input type="checkbox"/>		<input type="checkbox"/>	C.I.P. Cast Iron Pipe
<input type="checkbox"/>		<input type="checkbox"/>	F.W. Floor Waste
<input type="checkbox"/>		<input type="checkbox"/>	W.M. Washing Machine

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

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



RATE No. W.C.s. 3 U.C.s. 19....
SHEET No. 6351 OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

DRAINAGE		PLUMBING	
.....W.C.	Supervised by	Date	BRANCH OFFICE
.....Bth.			Supervised by
.....Shr.			Date
	Inspector		Inspector

Document generated at 27-09-2024 08:01:20 AM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	4fa6a472
Property Address:	67 NEERIM ROAD CASTLE COVE
Expiry Date:	28 July 2025
Issuing Authority:	Wendy Ann St Clair - Registered Certifier - bdc04855

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

McGrath

Standard Form Agreement

Standard form residential tenancy agreement

Schedule 1

Important information

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

- 1 This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.
- 2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au 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

07 August 2023 at **Castle Cove NSW, Australia**

between **ROBERT HUXLEY, MONICA HUXLEY** and **LinLin Li**

Landlord

LinLin Li
liadeline@126.com

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

Tenants

ROBERT HUXLEY
p: +61 403 079 316
e: robert@thirdigroup.com.au

MONICA HUXLEY
p: +61 414 428 243
e: monica.huxley@gmail.com

Landlord's Agent Details

McGrath Lower North Shore
G08/150 Mowbray Road, Willoughby
p: +61 449 902 189, e: BrookeDeBree@mcgrath.com.au

Tenant's Agent Details

Not Applicable

Term of Agreement

The term of this agreement is -

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify) 18 months
- Periodic (No End Date)

Starting on **the 23rd of August 2023** and ending on **the 22nd of February 2025**

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

67 Neerim Rd, Castle Cove NSW 2069

The residential premises include:

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

Nil

Rent

The rent is **\$8690.48 per month**, payable in advance starting on **the 23rd of August 2023**

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(s) by which the rent must be paid:

a. by Direct Debit:

Account name	-
Account Number	-
BSB Number	-
Max Debit Amount	-
Comments	Debit monthly
Permission to Debit Invoices	No

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 **\$8000.00** must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- 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.

Occupants

No more than 5 person(s)

No more than 5 person(s) may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Smoke Alarms Central

Smoke Alarms Central, Smoke Alarms Central
p: 1300 467 233

Locksmith

Ciccio La Rosa , Sydney City Locksmiths
p: 0423 603 603

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.

Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

Yes No

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:

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

Yes No

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

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

Yes No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [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 clauses 50.

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

Email: BrookeDeBree@mcgrath.com.au

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Yes No

If yes, see clause 50.

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

Email: robert@thirdigroup.com.au, monica.huxley@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.

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

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

Landlord's general obligations for residential premises

19. The landlord agrees:

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

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

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

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

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

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

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

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

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

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

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

Urgent repairs

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

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

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

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

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

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

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

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

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

Sale of the premises

21 The landlord agrees:

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

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

23 The landlord and the tenant agree:

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

Landlord's access to the premises

24 The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency

of this agreement, may only enter the residential premises in the following circumstances:

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

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

- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

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

landlord's agent's written permission to enter the residential premises.

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

Publishing photographs or visual recordings

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

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

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

Fixtures, Alterations, additions or renovations to the premises

30 The tenant agrees:

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

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

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations,

additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

Locks and security devices

32 The landlord agrees:

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

33 The tenant agrees:

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

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

Transfer of tenancy or sub-letting by tenant

35 The landlord and the tenant agree that:

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

residential premises, and

- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

Change in details of landlord or landlord's agent

37 **The landlord agrees:**

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

Initialled by ROBERT
HUXLEY
the 28th of August
2023



Initialled by MONICA
HUXLEY
the 28th of August
2023



[Cross out if not applicable]

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

Mitigation of loss

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

Rental bond

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

- 41 **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42 **The landlord agrees to:**

- 42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note 1. Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm includes maintenance of a smoke

alarm in working order by installing or replacing a battery in the smoke alarm.

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

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

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

43 The tenant agrees

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

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

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

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

Swimming pools

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

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

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

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

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

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

Loose-fill asbestos insulation

47 The landlord agrees:

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

Combustible cladding

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

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

Significant health or safety risks

49 The landlord agrees: that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing,

within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

Electronic service of notices and other documents

50 The landlord and the tenant agree:

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

Break fee for fixed term of not more than 3 years

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

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

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

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

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

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

Additional Terms

Initialed by ROBERT HUXLEY the 28th of August 2023		Initialed by MONICA HUXLEY the 28th of August 2023	
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[Additional terms may be included in this agreement if:

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

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

Additional term – pets

[Cross out this clause if not applicable]

Initialed by ROBERT HUXLEY the 28th of August 2023		Initialed by MONICA HUXLEY the 28th of August 2023	
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53 The landlord: agrees that the tenant may keep the following animal on the residential premises
[specify the breed, size etc]:
Dog (1 – Pug x Jack Russell & 1 – toy cavoodle) x 2'

54 The tenant agrees:

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4 to comply with any council requirements.

55 The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

56 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

Additional term - Rent increases during the fixed term

57 If the details in this clause 57 have been completed, then the parties agree to increase rent during the fixed term of the agreement as follows
57.1 on ____/____/____, rent is to be increased to \$____ per ____.

58 If the details in this clause 58 have been completed, then the parties agree to increase rent during the fixed term of the agreement using the following method: [insert method of calculation]

[For a Fixed Term of less than 2 years]

Note: The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

[For a Fixed Term of 2 years or more]

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

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 specifies the increased rent or the method of calculating the increase.

Additional term - No set off

59 Without the written approval of the landlord, **the tenant must not** set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

Additional term - Smoking

60 The tenant must not smoke or allow others to smoke in the premises.

61 If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

62 If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

Additional term - Tenancy Databases

- 63** The landlord may list the tenant's personal information in a residential tenancy database if:
- 63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
 - 63.2 the tenant breached this agreement;
 - 63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and
 - 63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Condition Report

- 64** If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:
- 64.1 it forms part of this agreement; and
 - 64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.
- 65** If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:
- 65.1 form part of this agreement; and
 - 65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

- 66** **the parties agree** that the condition report dated ____/____/____ and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

- 67** **The tenant must**
- 67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
 - 67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;
 - 67.3 ensure that the premises are free of any pests and vermin; and
 - 67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

Additional term - Telecommunication Facilities

- 68** The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or

analogue telephone or television services.

Additional term - Repairs

- 69** **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.
- 70** If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

Additional term - Procedure on Termination

- 71** Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.
- 72** If the tenant fails to comply with clause 71, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:
- 72.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or
 - 72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.
- 73** The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.
- 74** The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:
- 74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and
 - 74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

Additional term - Dishonoured Payments

- 75** If any payment to the landlord is dishonoured upon presentation to a financial institution, then the landlord will provide to the tenant, any evidence to substantiate that they have been charged a fee as a result of the tenant's dishonoured payment (the Dishonour Fee). The tenant is liable to pay the Dishonour Fee to the landlord. The tenant must pay the Dishonour Fee within 21 days notice from the landlord notifying the tenant of the dishonoured payment.

Additional term - Gardens

- 76** The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. **The tenant agrees** to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.

Additional term - care of swimming pool

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

Additional term - electronic signatures

- 78** Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.
- 79** Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

Additional term - Asbestos

- 80** The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

Additional term - Consent to publish photographs of residential premises

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

Additional term - Garage

- 83** The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.

Additional term - Storage

- 84** The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

Special Conditions and Terms

Signed by ROBERT
HUXLEY
the 28th of August
2023



Signed by MONICA
HUXLEY
the 28th of August
2023



INSURANCE:

It is the tenant(s) responsibility to insure his/her personal property as the landlords insurance does not cover the tenants personal effects.

DRAINS/TOILETS:

The tenant(s) shall be responsible for the cleaning/clearing charges of any drains that should become blocked due to any misuse e.g. inappropriate items being put down drains/toilet systems. This includes, but not limited to, sanitary items, disposable nappies, face & body wipes, large volumes of food scraps etc.

FIRE SAFETY/RISK/SMOKE ALARMS & COMPLIANCE:

The tenant(s) shall not do or permit anything to be done in the said premises, or bring or keep anything there on which will in anyway increase the rate of fire insurance on the said building or on the property kept therein or obstruct or interfere with the rights of other tenant(s) or in anyway injure or annoy them or conflict with any of the laws, rules or ordinances in force effecting the Municipal Council thereof or of the Water Board or any other lawful authority. The tenant should be aware that at some point annually during the tenancy, SMOKE ALARM COMPANY may contact you to arrange the required annual inspection of the smoke alarm and other safety devices within the property. Your telephone details will be provided to them upon the commencement of your lease. They will contact you directly to arrange a time at any stage throughout your tenancy and will firstly phone call you and or SMS to confirm. Should the property have a smoke detector it is the responsibility of the tenant to contact the managing agents for any defects or maintenance that it may require.

VENTILATION OF THE PROPERTY:

If properties are inadequately ventilated or heated, condensation and mildew will result. It is the tenant(s) responsibility to ensure the property is adequately ventilated throughout their tenancy. Windows should be opened regularly, particularly in bedrooms and bathrooms. Also ensure that furniture is not flush against walls to allow air to circulate throughout.

SUBLETTING OF THE PROPERTY:

The tenant acknowledges that they are not permitted to sub-let this property to any person, without prior written approval by the landlord or their agent, including letting the property for short term periods. This clause does not preclude friends or family visiting, where no rent or fee is charged to the visitor and the tenant remains in occupancy for the term of their visit.

BLINDS AND CURTAINS

The Tenant acknowledges and agrees that the blinds/curtains in the property are items that must be handled with care and caution.

SMOKING

Smoking is prohibited inside the premises. The Tenant indemnifies the Landlord for the cost of deodorising or replacing any items that are affected by smoke caused by smoking.

HOOKS

Wall hooks or similar devices of any nature must not be affixed to the walls, ceilings or cupboards of the premises. Should you wish to install, please obtain the landlords permission in writing.

CONDITION REPORT

The Residential Premises Condition report is to be returned to the landlord/agent within 7 days of taking occupation of the property.

IMPROVEMENTS

No improvements are to be made to the property without the written approval of the landlord/agent.

FLOOR COVERINGS

All care is to be taken to not damage the polished floorboards and/or carpet and/or tiles and will rectify any/all if damage isn't classified as fair wear & tear.

LOCKS AND SECURITY DEVICES

Any locks or security devices may only be added or changed with permission of the landlord / agent, a copy of the said key/s, and/or codes, are to be provided to the Agent/Landlord immediately.

POTTED PLANTS

Any damaged caused by potted plants to the carpet/polished floors/tiled flooring is to be repaired at the tenants' expense.

SECURITY KEY

Where a security key or remote control is issued for the property, they will be required to pay for a replacement in the instance it is lost or stolen. Cost can be up to \$200.

VACATE

As stated in this agreement, the tenant is to give no less than 21 days written notice of their intention to vacate the property after the end of the fixed term (Expiry Date). Should the tenant wish to vacate the property on the fixed term expiry date, the tenant is only required to give no less than 14 days written notice prior to the expiry date.

ROUTINE INSPECTION

The tenant acknowledges that a property inspection will be carried out three (3) months after the commencement of tenancy and then regularly thereafter. The required 7 days' notice will be provided in the form of a letter, keys will be used to gain access in your absence. Photos will be taken during the routine inspection to highlight the general presentation of the property and any repairs/maintenance that may be required. This will ensure the landlord and or tradesperson better visibility on quoting or undertaking the repairs.

REPAIRS AND MAINTENANCE

Any repairs ordinarily the responsibility of the landlord shall be reported immediately to Agent/Landlord – if not, the tenant may be held responsible for the cost of the repairs due to their negligence. The tenant is advised and agrees that the property is to be made available for repairs, (by appointment), between 8am and 5pm Monday to Friday – if a suitable time cannot be agreed upon then key access shall be given. The tenant understands and agrees that should a tradesman be called to the property to repair an item that has been damaged due to negligence, then the tenant will be held responsible for the cost of the repair work and the tradesman's service call. All repair requests are to be in writing and provided to your Property Manager/Landlord.

COMMUNICATION

The tenant acknowledges and agrees that rent increases, notices of terminations, lease agreements, notices of entry (routine inspections etc) and all communication in general will be served to you via your nominated email address. Unless advised otherwise, the email provided in your application form will be used at all times. It is the tenant's responsibility to ensure that we always have your most current email address at all times.

WATER USAGE

15 Under the terms of this Residential Tenancy Agreement, the tenant agrees to pay any charge for water usage. An invoice will be issued to you as per the bill cycle and payment is requested within 21 days of receipt.

GARDEN MAINTENANCE

The Landlord acknowledges and agrees to maintain the grounds and gardens as set out in the tenancy agreement. Throughout the tenancy however the landlord wishes to bring to the attention of the tenant his/her responsibility to water foliage and grounds on a regular basis or as required.

FLOORBOARDS

Floorboards require special attention to guard against damage through scratches. It is suggested that the tenant use floor protectors on all furniture and avoid "dragging" furniture during move in. Caution should be taken when wearing high heels.

PETS

The landlord agrees that the Tenant can keep 2 x dog at the premises. The landlord brings to the attention of the tenant upon their vacate, they must engage the services of a professional pest controller to flea and pest treat the property, professional carpet clean & cleaning of property. The tenants agree to provide the landlord or landlord's agent with the original invoices or receipts as confirmation that the abovementioned work has been carried out. Any damage to the property caused by the <<ANIMAL>> is to be immediately repaired or replaced by professionally qualified and licensed tradespeople and the cost is to be borne by the tenant. All such repairs must be completed to as new condition. The tenants agree to take full responsibility for any injury caused by the <<ANIMAL>>. The tenants agree to keep the premises clean and odour free while the <<ANIMAL>> is kept. The tenants agree to prevent the <<ANIMAL>> from causing nuisance or disturbing the neighbours in any way. The tenants acknowledge and accept that if any of the above stated conditions are breached, at any time, the landlord/landlord's agent have the right to revoke this permission.

POOL AND SPA

The landlord agrees to maintain the swimming pool & spa. Should the tenant require any additional service due to a particular circumstance i.e. special events etc, the tenant will pay for this service being beyond the landlord's obligation. The tenant does agree however throughout the tenancy that they will empty filter boxes, skimmers and sweep any leaves etc when necessary. The tenant does agree however to pay for the chemicals used during the pool maintenance servicing and this will be invoiced to the tenant when chemicals are used.

EMPLOYMENT

The Landlord and the Tenant agree that should the Tenant be required by her employer to reside outside the Sydney metropolitan region by reason of her employment or that their employment is terminated then the Tenant shall be entitled to terminate this lease early (without penalty) by giving not less than 60 days written notice to the Landlord. Such notice cannot be given less than six months after the commencement of the lease. The Tenant agrees that in the event that such notice is given the Tenant shall allow the Landlord's agent access for inspections for re-letting purposes at all reasonable times. Should the property be relet or re occupied during the 60 day notice period all terms and conditions of the lease including rent payments shall be waived and the lease will end on the day prior to the commencement of the new lease.

SERVING OF NOTICES

The tenant agrees and consents to receive termination and rent increase notices via the authorised and registered email address provided by the lease holders. If the tenants email address changes they are required to update the managing agent immediately.

KEYS

All keys for the property must be returned to our office on the date of termination, otherwise, rent will continue to be payable as retaining the keys constitutes occupation of the property.

MAIL

The tenant will ensure any mail addressed to the landlord will be delivered to the agent to allow the agency to re-direct the mail accordingly. Should the tenant not forward mail to the agent, the tenant will be held responsible for any consequences - should it apply.

ROUTINE INSPECTION - THIRD PARTY

Subject to prior written notice, the tenant is aware and agrees that McGrath (or an appointed third party) will undertake routine inspections of the property (which will include taking recordings and/or images of the property). The recordings and/or images are taken for documentation purposes only and will be provided to the landlord along with a routine inspection report

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.

regulations means the Property and Stock Agents Regulation 2022 (NSW).

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

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

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

6. Warning

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

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

Max Miao

the 29th of August 2023



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.

Landlord's agent

Max Miao

the 29th of August 2023



SIGNED BY THE TENANT

Tenant #1

ROBERT HUXLEY

the 28th of August 2023



Tenant #2

MONICA HUXLEY

the 28th of August 2023



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.

Tenant #1

ROBERT HUXLEY

the 28th of August 2023

Tenant #2

MONICA HUXLEY

the 28th of August 2023



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

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

Confirmations

Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to McGrath Lower North Shore. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by ROBERT HUXLEY

Agreed by MONICA HUXLEY

Audit Trail

23 August 2023 11:14 AM	The NSW Residential Tenancy documents: NSW Tenant info statement (NSW_tenant_info_statement.pdf), Swimming pool compliance (compliance_certificate_4fa6a472.pdf) Swimming pool compliance (registration_certificate_4fa6a472.pdf) have been sent to ROBERT HUXLEY (robert@thirdigroup.com.au), MONICA HUXLEY (monica.huxley@gmail.com)	
23 August 2023 11:14 AM	Residential Tenancy agreement is sent to ROBERT HUXLEY	122.150.148.96
23 August 2023 11:14 AM	Residential Tenancy agreement is sent to MONICA HUXLEY	122.150.148.96
25 August 2023 09:43 AM	The NSW Residential Tenancy documents: NSW Tenant info statement (NSW_tenant_info_statement.pdf), Swimming pool compliance (compliance_certificate_4fa6a472.pdf) Swimming pool compliance (registration_certificate_4fa6a472.pdf) have been sent to ROBERT HUXLEY (robert@thirdigroup.com.au), MONICA HUXLEY (monica.huxley@gmail.com)	
25 August 2023 09:43 AM	Residential Tenancy agreement is sent to ROBERT HUXLEY	122.150.148.131
25 August 2023 09:43 AM	Residential Tenancy agreement is sent to MONICA HUXLEY	122.150.148.131
25 August 2023 03:14 PM	Viewed by ROBERT HUXLEY	1.129.29.133
26 August 2023 10:11 AM	Viewed by MONICA HUXLEY	1.129.30.74
26 August 2023 10:23 AM	MONICA HUXLEY Initialled the by-laws clause	1.129.30.74
26 August 2023 10:25 AM	MONICA HUXLEY Initialled the additional terms	1.129.30.74
26 August 2023 10:25 AM	MONICA HUXLEY Initialled the pets clause	1.129.30.74
26 August 2023 10:26 AM	MONICA HUXLEY Initialled the bottom of each page	1.129.30.74
28 August 2023 11:28 AM	The NSW Residential Tenancy documents: NSW Tenant info statement (NSW_tenant_info_statement.pdf), Swimming pool compliance (compliance_certificate_4fa6a472.pdf) Swimming pool compliance (registration_certificate_4fa6a472.pdf) have been sent to ROBERT HUXLEY (robert@thirdigroup.com.au), MONICA HUXLEY (monica.huxley@gmail.com)	
28 August 2023 11:28 AM	Residential Tenancy agreement is sent to ROBERT HUXLEY	2733.202.2
28 August 2023 11:28 AM	Residential Tenancy agreement is sent to MONICA HUXLEY	2733.202.2
28 August 2023 11:33 AM	The NSW Residential Tenancy documents: NSW Tenant info statement (NSW_tenant_info_statement.pdf), Swimming pool compliance (compliance_certificate_4fa6a472.pdf) Swimming pool compliance (registration_certificate_4fa6a472.pdf) have been sent to ROBERT HUXLEY (robert@thirdigroup.com.au), MONICA HUXLEY (monica.huxley@gmail.com)	
28 August 2023 11:33 AM	Residential Tenancy agreement is sent to ROBERT HUXLEY	2733.202.2
28 August 2023 11:33 AM	Residential Tenancy agreement is sent to MONICA HUXLEY	2733.202.2
28 August 2023 12:41 PM	Viewed by MONICA HUXLEY	101.184.186.172
28 August 2023 12:45 PM	MONICA HUXLEY Initialled the by-laws clause	101.184.186.172
28 August 2023 12:45 PM	MONICA HUXLEY Initialled the additional terms	101.184.186.172
28 August 2023 12:45 PM	MONICA HUXLEY Initialled the pets clause	101.184.186.172
28 August 2023 12:45 PM	MONICA HUXLEY Initialled the bottom of each page	101.184.186.172
28 August 2023 12:47 PM	MONICA HUXLEY signed the special conditions and terms	101.184.186.172
28 August 2023 12:47 PM	Tenant MONICA HUXLEY has confirmed their identity	101.184.186.172
28 August 2023 12:47 PM	Signed by MONICA HUXLEY	101.184.186.172
28 August 2023 12:47 PM	MONICA HUXLEY has sent the agreement back to the agent	101.184.186.172
28 August 2023 09:03 PM	Viewed by ROBERT HUXLEY	1.129.20.27
28 August 2023 09:05 PM	ROBERT HUXLEY Initialled the by-laws clause	1.129.20.27
28 August 2023 09:05 PM	ROBERT HUXLEY Initialled the additional terms	1.129.20.27
28 August 2023 09:05 PM	ROBERT HUXLEY Initialled the pets clause	1.129.20.27
28 August 2023 09:05 PM	ROBERT HUXLEY Initialled the bottom of each page	1.129.20.27
28 August 2023 09:06 PM	ROBERT HUXLEY signed the special conditions and terms	1.129.20.27
28 August 2023 09:06 PM	Tenant ROBERT HUXLEY has confirmed their identity	1.129.20.27
28 August 2023 09:06 PM	Signed by ROBERT HUXLEY	1.129.20.27
28 August 2023 09:06 PM	ROBERT HUXLEY has sent the agreement back to the agent	1.129.20.27
28 August 2023 09:06 PM	All signatures received, Contract is sent back to the agent	
29 August 2023 09:05 AM	Signed by agent Max Miao	122.150.148.131
29 August 2023 09:05 AM	Residential Tenancy agreement has been sent to: robert@thirdigroup.com.au, monica.huxley@gmail.com, maxmiao@mcgrath.com.au	