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Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	**FIRST NATIONAL BOWYER & LIVERMORE OBERON** 165 Oberon Street Oberon NSW 2787	phone 6336 1585 fax 6336 2045 ref James Walton
co-agent	Not Applicable	phone fax ref
vendor	**FRANCIS WILLIAM O'CONNOR and MARYANNE O'CONNOR and F. W. O'CONNOR PTY LTD ACN 074 544 415 ATF FW O'CONNOR FAMILY TRUST** 219 William Street, Bathurst	
vendor's solicitor	McINTOSH McPHILLAMY & Co LEGAL SERVICES Level 2, 230 Howick Street, Bathurst 2795 PO Box 33, Bathurst 2795 DX 3102 Bathurst	phone (02) 6331 1533 fax (02) 6331 9279 ref ANB:JJK:181178
date for completion	35th day after the contract date (clause 15)	
land (address, plan details and title reference)	**"THORNFIELD" 220 LYONS ROAD, LYNDHURST** Registered Plan: Lot in Deposited Plan **refer to schedule** **Folio Identifier refer to schedule** ☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: sheds, water tanks	
attached copies	☒ documents in the List of Documents as marked or numbered: ☐ other documents:	

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

inclusions	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☒ other: refer to list		

exclusions	Refer to list	
purchaser		
purchaser's ☐ solicitor ☐ conveyancer		phone fax ref
price	$	
deposit	$	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor **witness**

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

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **witness**

Choices

Vendor agrees to accept a ***deposit bond*** (clause 3)	☒ NO	☐ yes
Proposed *electronic transaction* (clause 30)	☒ no	☐ YES
Parties agree that the deposit be invested (clause 2.9)	☒ NO	☐ yes

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

Land tax is adjustable	☒ NO	☐ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

Purchaser must make an *RW payment*: (residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

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

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *RW payment*:

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

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

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

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

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

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

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List of Documents

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

Home Building Act 1989
- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992
- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)
- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 document relevant to off-the-plan sale

Other
- ☐ 58 Other:

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

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House inclusions -	Fixtures and fittings
	Wood heater, stove, hot water system
Property inclusions -	Hay shed
	Machinery shed
	Tool and packing shed
	3 stand shearing shed
	2 x poly tanks
	2 x concrete water tanks
	House pump at shearing shed
	Sheep yards
	Cattle yards
	7 troughs
	Submersible pump at bore
	Grain silo
Exclusions -	Wool press
	Old machinery parts – some

SCHEDULE OF LANDS

LOT	DP or Crown Plan	title reference	area	Owner
1	DP806218	1/806218	36.8 ha	FW & M O'Connor
180	CP 882.2009	A/C 7053-126	40.4686 ha	FW & M O'Connor
192	CP 1001.2009	" "	20.2343 ha	FW & M O'Connor
181	CP 882.2009	181/750392	31.1608 ha	FW & M O'Connor
238	CP 1269.2009	238/750392	16.1874 ha	FW & M O'Connor
239	CP 1269.2009	239/750392	20.639 ha	FW & M O'Connor
288	CP 1746.2009	288/750392	16.1874 ha	FW & M O'Connor
99	CP 316.1564	99/750392	15.378 ha	FW & M O'Connor
93	CP 316.1564	93/750392	14.164 ha	F.W O'Connor Pty Ltd

Total 211.22 ha

FURTHER CONDITIONS

32. Death, Mental Incapacity, Bankruptcy

Without in any way negativing, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein, should a party (if more than one, either or any of them) prior to completion:-

(a) Die or become mentally ill, the other party may rescind this contract by notice in writing to the other's solicitor as in this contract named, or

(b) Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for the winding up of it presented or enter into any scheme or arrangement with its creditors under Part (vii) of the Companies Act, 1961 (as amended) or should any liquidator receiver or official manager be appointed in respect of it then the other party shall immediately be entitled to rescind.

33. Condition of Property, State of Repair

33.1 Notwithstanding any other provision hereof the purchaser expressly agrees that he has satisfied himself by inquiry and/or inspection as to the quality condition description boundaries cropping and stock-carrying capacity of the property sold without reference to any statement or advertisement made or published prior to the signing of this contract and the vendor makes no warranty in respect thereof. All improvements, if any, on the property and the property are sold in their present condition and state of repair infestation and/or dilapidation (and in regard to improvements, their location in relation to boundaries) and are hereby accepted by the purchaser whether or not they comply with Local Government Act or other legislative requirements and the purchaser shall not be entitled to make any objection requisition or claim for compensation nor shall he have any right to rescind or terminate this contract in respect thereof.

33.2 The purchaser acknowledges that the property and all inclusions are sold in its or their present condition and state of repair subject to any defects whether latent or patent and the purchaser shall make no requisition, objection nor claim for compensation in respect thereto.

34. Items of Plant

The parties agree that in respect of any plant as defined by the Income Tax Assessment Act which passes with the land sold the consideration receivable in respect of that plant shall be the depreciated value thereof.

35. No Objection, Requisition or Claim for Compensation by Purchaser

The purchaser shall not be entitled to make any objection requisition or claim for compensation or to rescind or terminate this contract:

(a) If it should be found that the fences or any of them or any parts thereof are off correct boundaries or if any of the boundaries are not completely fenced.

(b) By reason of the fact that any fences are the subject of any agreement, agreements, order or orders of any Land Board or Court or other competent authority relating to "give and take" fences and no objection shall be made by reason of the fact that any fence is a "give and take" fence.

(c) In relation to any loss or damage to the property (excluding the dwelling house) or any fencing or other improvements thereon arising from fire storm tempest or flood or any other cause which may take place between the date hereof and completion.

(d) In relation to any telephone or electric lines whether the property of Telstra or other public authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements.

(e) In relation to access to the subject land and the purchaser hereby warrants that he has satisfied himself in this regard,

(f) If there are any encroachments by or upon the subject land,

(g) By reason of the fact that there are reserved roads included within the boundaries of the land sold or enclosed within fences with the land sold. Any permits to enclose roads will be transferred to the purchaser on completion and all conditions attaching to such permits will be deemed to be fulfilled. The rent for such permits shall be adjusted at the date of completion and will be deemed to have been paid in advance.

(h) If there are any roads or reservations of roads traversing the subject property and/or any gates which have been erected across any road/s traversing the property or by reason of the fact that the vendor does not hold any permit or authority to enclose roads within the boundaries of the lands sold or to carry rabbit proof or any other fencing across any road dividing or adjoining the said lands or if there are roads existing which are not disclosed by this contract.

(i) If any telephone or electricity lines pipes co-axial cables or water channels traverse the property whether above or below the ground or that any other persons have right to use or benefit thereof.

(j) If any well or bore has been sunk or any dam has been constructed on any creek or water course passing through the property without authority or that there is any other contravention of the Water Act or regulations thereunder and the vendor warrants that he has not received notice of any such contravention.

(k) If any application lease licence authority to enter or authority to prospect has been made granted or is pending in relation to the property sold under the provisions of the Mining Act or under any other Act relating to mining or exploration for minerals petroleum or other products.

(l) If the property is affected by any Notices relating to noxious weeds or animals and the vendor shall not be called upon or required to take any steps to eradicate the same.

36. Notice to Complete

Fourteen (14) days shall be deemed to be sufficient time for the giving of any valid Notice to Complete pursuant to this agreement and such notice may make time essential. The giver of the notice shall be entitled unilaterally to waive the notice or extend the time for completion.

37. Severance

37.1 Any provision hereof which is void or unenforceable by a party shall be deemed to be severable from the terms hereof.

37.2 If the provisions of any of the further conditions of this contract conflict with any other provisions of this contract then the provisions contained in the further conditions shall prevail.

38. Warranty by Purchaser as to Agent

The purchaser expressly warrants that he was not introduced to the vendor or to the property by any agent entitled to claim commission in respect of this transaction other than any agent named herein and acknowledge that inter alia it is on the basis of this warranty that the vendor enters into the contract and the purchaser hereby indemnifies the vendor against any cost or damages suffered by the vendor as a result of the breach of this warranty. This clause shall not merge on completion

39. Breach of Statutory Warranty by Vendor

Should the purchaser become entitled to rescind this contract for the breach of the warranty in Clause 1(d) of Part 1 of Schedule 3 of the Conveyancing (Sale of Land) Regulations, 2010, the vendor shall also be entitled to rescind the contract provided such right is exercised before the purchaser has served his notice of rescission.

40. Alteration to Printed Clauses

40.1 The purchaser acknowledges that clause 17.2 shall be deleted and where the property is sold subject to a tenancy or tenancies the purchaser acknowledges that the purchaser has made his own enquiry as to whether such tenancy or tenancies comprise a protected tenancy or tenancies and the purchaser shall not make a claim objection, requisition rescind or terminate in relation to this matter.

40.2 Printed clauses 26.2 and 26.3 are amended by substituting the word *"purchaser"* for the word *"vendor"* wherever it appears and by substituting the word *"vendor"* for the word *"purchaser"* wherever it appears.

40.3 Printed clauses 29.6, 29.7.1 and 29.7.2 are amended by substituting the number and word "14 days" for the number and word "7 days" where ever they appear.

41. SEPP

The vendor draws to the attention of the purchaser the fact that Section 3 and 4 of SEPP25 and SEPP28 have been repealed and that the attached Section 149(2) Certificate is or may now be inaccurate to that extent.

42. Interest for Late Completion

If the purchaser shall not complete this purchase by the completion date, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money, an amount calculated at 10% per annum interest on the balance of purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

43. Disputes

If a dispute arises out of or relates to this contract or the breach termination validity or subject matter of this contract that cannot be settled by direct discussions between the parties within fourteen (14) days of the dispute first arising the parties must attempt to settle the dispute by mediation before resorting to arbitration litigation or some other dispute resolution procedure. The mediator must be agreed upon by the parties but

if the parties are unable to agree then the President for the time being of the Law Society of New South Wales will appoint a mediator.

44. Entire Agreement

The purchaser acknowledges that he does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written agreement.

45. Headings

All headings contained in this contract are purely for guidance and do not form part of the substance of this contract.

46. Computer Folio

In this contract "Computer Folio Certificate" includes a certified search under Section 96B(2) of the Real Property Act 1900.

47. Septic System

The vendor discloses that the property is not serviced by a town sewer system but instead by a septic system. The purchaser expressly warrants that he has satisfied himself in respect of the septic system and its compliance or otherwise with the requirements of the local Council if any and will raise no objection, requisition or claim for compensation nor have any right to rescind or terminate in respect thereof.

48. GST

(1) In this clause:
"GST" refers to goods and services tax under A New Tax System (Goods and Services Tax) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.

(2) The vendor and the purchaser agree that the sale of the property in this agreement is the supply of a going concern.

(3) The purchaser represents and warrants that it is registered or is required to be registered under the GST Act.

(4) The vendor agrees that it will carry on the conduct of the business on the property as a going concern until the completion of this sale.

(5) The parties entered into this agreement on the basis that the supply is GST-free and the consideration is exclusive of GST.

(6) If for any reason this sale is not accepted by the Commissioner of Taxation as GST-free, as the supply of a going concern:

(a) the purchaser agrees to pay to the vendor, within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;

(b) the vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.

(7) This clause shall not merge upon completion.

49. Directors Guarantee

It is a condition of this contract that the purchaser, if a company, must deliver to the vendor a guarantee in the form of the Director's Guarantee a copy of which is annexed duly signed by at least two of the Directors or principal shareholders of the purchaser on the date hereof.

50. Early Possession for Grazing

Notwithstanding any other provision hereof it is expressly agreed between the parties that on and from 20 September 2018, the purchaser shall take possession of the land (excluding the house, garden & immediate curtilage) for the purpose of grazing livestock on the property. Such possession is taken on the following terms:-

(a) That no more than 120 head of cattle shall be permitted to graze on the subject property;

(b) That possession is taken under condition 18 hereof with the following deemed to be added thereto:-

"18.8 Taking occupation implies acceptance of the property and the title as it is at the date of occupation".

(c) That a copy of the purchasers' policy of insurance ***evidencing payment of the premium*** be provided and satisfactory to the vendor's solicitor prior to occupation being taken.

GUARANTEE

I/We .....(the "Guarantors") being Director/s of ..... a Company incorporated in the State of New South Wales (hereinafter called "the Purchasing Company") in consideration of .....……..... ("the Vendor") at my/our request agreeing to sell the property described in this contract to the Purchasing Company DO HEREBY GUARANTEE to the Vendor the due and punctual performance by the Purchasing Company of ALL THE TERMS AND CONDITIONS OF THE WITHIN contract and do further COVENANT AND AGREE THAT I/WE INDEMNIFY and keep the Vendor indemnified against any loss and damage howsoever arising which the Vendor may suffer in consequence of any failure of the purchasing company to perform its obligations under the within contract. The Guarantors acknowledge prior to execution hereunder that they have read and understood as evidenced by their signatures hereto the terms and conditions of the Contract for Sale in its entirety.

DATED:

SIGNED by the said …….

…… .....

in the presence of:-

.....

……..

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

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

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

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

THORNFIELD 220 LYONS RD LYNDHURST NSW 2797

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.

2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, EXCEPT in the circumstances listed in paragraph 3.

3. There is NO COOLING OFF PERIOD:
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

WARNINGS

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

Australian Taxation Office	**NSW Fair Trading**
Council	**NSW Public Works Advisory**
County Council	**Office of Environment and Heritage**
Department of Planning and Environment	**Owner of adjoining land**
Department of Primary Industries	**Privacy**
East Australian Pipeline Limited	**Roads and Maritime Services**
Electricity and gas	**Subsidence Advisory NSW**
Land & Housing Corporation	**Telecommunications**
Local Land Services	**Transport for NSW**
NSW Department of Education	**Water, sewerage or drainage authority**

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

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.**

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
remittance amount	the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
rescind	rescind this contract from the beginning;
RW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *RW rate*);
RW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

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

2.4 The purchaser can pay any of the deposit by giving cash (up to $2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

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

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

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

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

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

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

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

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

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

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

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

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

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

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

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

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

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

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

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

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

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

5 Requisitions

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

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

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

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

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

6 Error or misdescription

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

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

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

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7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* (`service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

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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

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

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

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

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

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

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

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

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

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

13.13 If the purchaser must make an *RW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

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

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

13.13.4 *serve* evidence of receipt of payment of the *RW payment.*

14 Adjustments

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

14.2 The *parties* must make any necessary adjustment on completion.

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

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

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

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

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

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

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

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

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

15 Date for completion

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

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16 Completion

- **Vendor**

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

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

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

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

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:

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

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

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

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

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

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

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

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

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

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

17 Possession

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

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

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

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

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

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

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

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

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

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

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

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

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

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

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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23 Strata or community title

- **Definitions and modifications**

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

23.2 In this contract –

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

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;

23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

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

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

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

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

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

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

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

- **Adjustments and liability for expenses**

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

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

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

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

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

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

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

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

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

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

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

23.9 However, the purchaser can *rescind* if –

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

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –

- a proportional unit entitlement for the lot is not disclosed in this contract; or
- a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

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

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

- **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

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

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

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

- **Meetings of the owners corporation**

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

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

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

24 Tenancies

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

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

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

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

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

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

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

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

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

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

24.4.1 the vendor must allow or transfer –

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

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

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

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

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

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

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

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

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

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

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

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

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

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

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

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

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

27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.

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

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

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28 Unregistered plan

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

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

29.8 If the *parties* cannot lawfully complete without the event happening –

29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;

29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;

29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is a proposed *electronic transaction*;

30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction,* a *party serves* a notice that it will not be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 each *party* must –

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

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

30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

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30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and

30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –

30.5.1 create an *Electronic Workspace*;

30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and

30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

30.6.1 *populate* the *Electronic Workspace* with *title data*;

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

30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and

30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –

30.7.1 join the *Electronic Workspace*;

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

30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and

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

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least 1 *business day* before the date for completion.

30.10 At least 1 *business day* before the date for completion, the *parties* must ensure that –

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

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

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

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

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

30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –

30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

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30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

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

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

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

30.16 In this clause 30, these terms (in any form) mean –

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ENCL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

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

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

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

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

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

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

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LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/806218

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2018	3:58 PM	4	18/7/2018

LAND

LOT 1 IN DEPOSITED PLAN 806218
AT LYNDHURST
LOCAL GOVERNMENT AREA BLAYNEY
PARISH OF LUCAN COUNTY OF BATHURST
TITLE DIAGRAM DP806218

FIRST SCHEDULE

FRANCIS WILLIAM O'CONNOR
MARYANNE O'CONNOR
AS TENANTS IN COMMON IN EQUAL SHARES (T AF696263)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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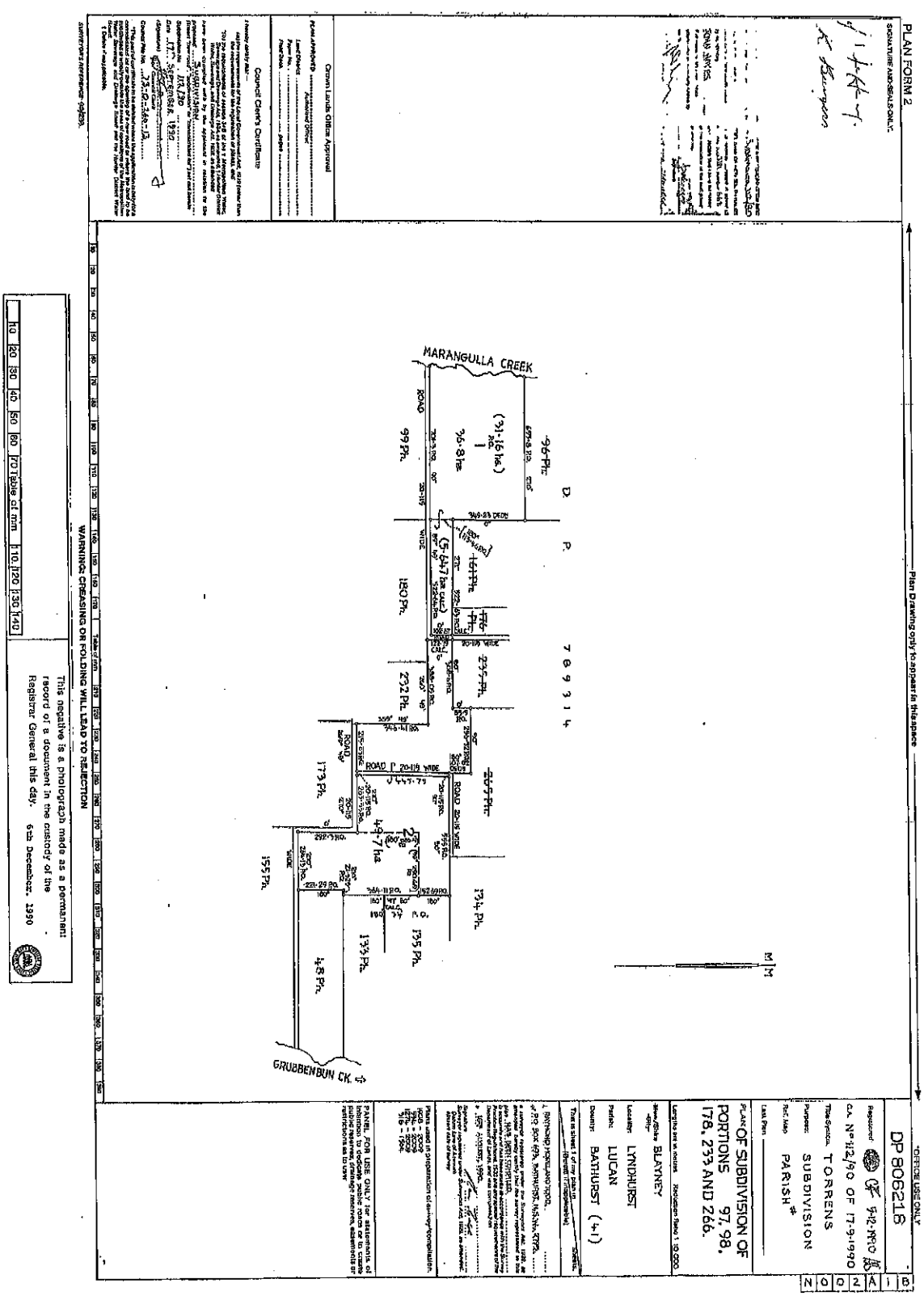
Ref:181178 /Src:M



Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: AUTO CONSOL 7053-126

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2018	3:58 PM	3	18/7/2018

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
LOCAL GOVERNMENT AREA BLAYNEY
PARISH OF LUCAN COUNTY OF BATHURST
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

FRANCIS WILLIAM O'CONNOR
MARYANNE O'CONNOR
AS TENANTS IN COMMON IN EQUAL SHARES (T AF696263)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 LAND EXCLUDES LOT 1 IN DP392094

NOTATIONS

NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT THE LOCAL CROWN LANDS OFFICE AT ORANGE. NOT ALL PARCELS WITHIN THIS TITLE MAY BE AFFECTED BY A CROWN TENURE.

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS	TITLE DIAGRAM
LOT 180 IN DP750392	CROWN PLAN 882.2009
LOT 192 IN DP750392	CROWN PLAN 1001.2009.

*** END OF SEARCH ***

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22637

PLAN

of 2 portions Nos 180 181

Parish of Lucan

COUNTY OF BATHURST

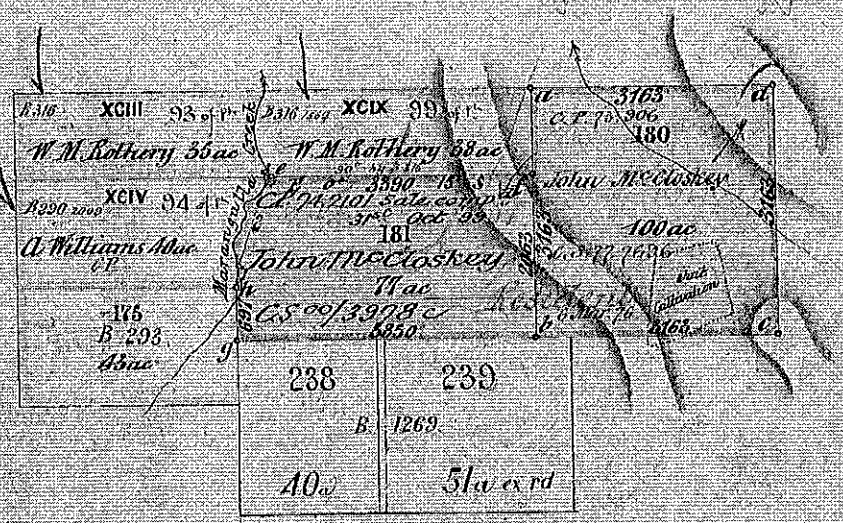
Applied for under the 13 & 23rd clauses of the Crown Lands Alienation Act of 1861 by

James Burke

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Original plan indicates bank is the portion boundary (ADDED FOR MICROFILM PURPOSES)



181 { Exmd for Descpn ... 9/10/00
Deed Issued ...

Areas exd

Reference to Corners.

Corner	Bearing	From	Links	No on Tree
a	N 23° E	Apple	61	XCIX 180
b	N 53° 45' E	Apple	34	180 181
c	—	Stake	—	180
d	N 19° 45' W	Apple	17	180
e	S 19° W	Apple	40	XCIX 181
f	S 15° W	Apple	44	XCIX 181
g	N 42° 30' W	Red Gum	48	181
h	E 1° N	Gum	38	XCIV 175 181

Reference to Traverse.

Line	Bearing	Distance
1	3° 45'	293
2	21°	1176
3	90°	020

Scale 20 Chains to an Inch.

Marked in accordance with regulations

Instrument used in Survey Theodolite

Date of Survey November 1873

Value of Improvements Pn 180 £60 Pn 181 rat

Situated in the

882.2009

Transmitted to the Surveyor General with my letter of the 27th Decr No 73/119

R. R. Mackallee

Licensed Surveyor

73 & 21
2 Con

Req:R094704 /Doc:CP 01001-2009 p /Rev:27-Nov-2012 /Sts:OK.OK /Prt:16-Aug-2018 16:02 /Seq:1 of 1
Ref:181178 /Src:M

PLAN

of one portion containing 50 ac.

Parish of Lucan 192

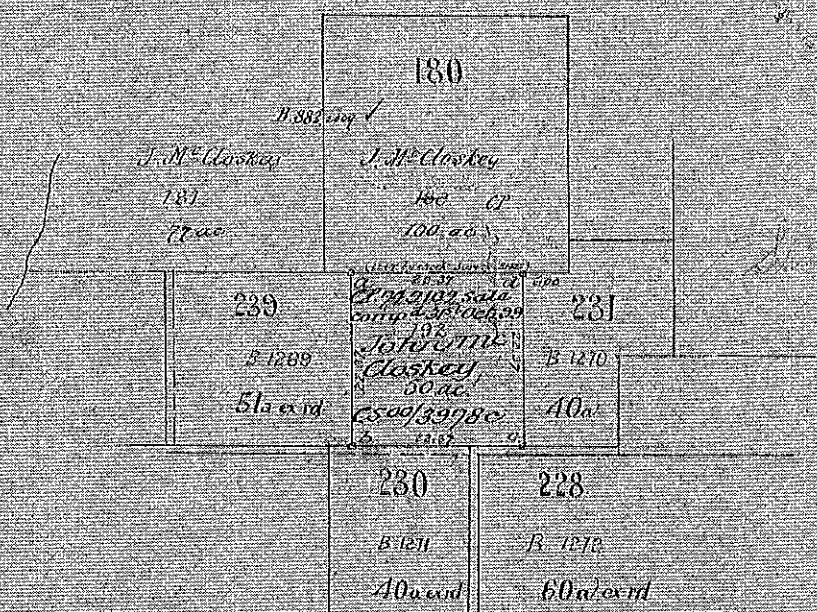
COUNTY OF BATHURST

Applied for under the 21st clause of the Crown Lands Alienation Act of 1861 by

J. McCloskey

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE



Exmd. for Descpn. [illegible]

Deed Issued

Plan accepted [illegible] June 1875

Reference to Corners

Corner	Bearing	From	Links	No. on Tree
a	N 40° E	apple	42	192
b		Stake		
c	S 1.10 E	apple	105	
d	S 65.18 W	apple	9	

Reference to Traverse

Line	Bearing	Distance

Scale 20 Chains to an Inch.

Marked in accordance with regulations

Instrument used in Survey Theodolite

Date of Survey December

Value of Improvements Nil

Situated in the

Transmitted to the Surveyor General with my letter of the 20th [illegible]

[illegible] Mackaller

Licensed Surveyor

1001 - 2009

LAND REGISTRY SERVICES Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 181/750392

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2018	3:58 PM	3	18/7/2018

LAND

LOT 181 IN DEPOSITED PLAN 750392
LOCAL GOVERNMENT AREA BLAYNEY
PARISH OF LUCAN COUNTY OF BATHURST
(FORMERLY KNOWN AS PORTION 181)
TITLE DIAGRAM CROWN PLAN 882.2009

FIRST SCHEDULE

FRANCIS WILLIAM O'CONNOR
MARYANNE O'CONNOR
AS TENANTS IN COMMON IN EQUAL SHARES (T AF696263)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 238/750392

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2018	3:58 PM	3	18/7/2018

LAND

LOT 238 IN DEPOSITED PLAN 750392
LOCAL GOVERNMENT AREA BLAYNEY
PARISH OF LUCAN COUNTY OF BATHURST
(FORMERLY KNOWN AS PORTION 238)
TITLE DIAGRAM CROWN PLAN 1269.2009

FIRST SCHEDULE

FRANCIS WILLIAM O'CONNOR
MARYANNE O'CONNOR
AS TENANTS IN COMMON IN EQUAL SHARES (T AF696263)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

181178 PRINTED ON 16/8/2018

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LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 239/750392

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2018	3:58 PM	3	18/7/2018

LAND

LOT 239 IN DEPOSITED PLAN 750392
LOCAL GOVERNMENT AREA BLAYNEY
PARISH OF LUCAN COUNTY OF BATHURST
(FORMERLY KNOWN AS PORTION 239)
TITLE DIAGRAM CROWN PLAN 1269.2009

FIRST SCHEDULE

FRANCIS WILLIAM O'CONNOR
MARYANNE O'CONNOR
AS TENANTS IN COMMON IN EQUAL SHARES (T AF696263)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 LAND EXCLUDES THE ROAD(S) SHOWN IN THE TITLE DIAGRAM

NOTATIONS

NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT THE LOCAL CROWN LANDS OFFICE AT ORANGE

UNREGISTERED DEALINGS: NIL

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Ref:181178 /Src:M

78
6230

Carcoar

PLAN

of portions 238 & 239

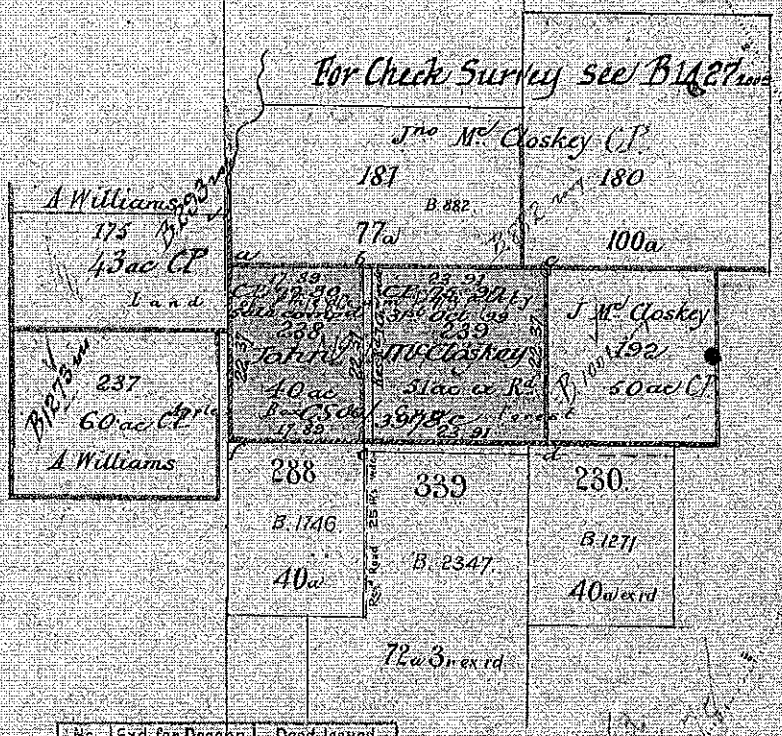
Parish of Lucan
County of Bathurst

Applied for under the 21st clause of the Crown Lands Alienation Act of 1861 by

John McCloskey

CP 75/97 Decr 16th
" 77/80 Aprl 12th

PLAN MISCREATED
NO ADDITIONS OR AMENDMENTS TO BE MADE



No.	Exd. for Descpn.	Deed Issued
238		
239		

Plan accepted 23 Aug 1878

Reference to Corners

Corner	Bearing	From	Links	Ft on Tree
a	N41°30'W	Gum	48	238 181
b	North	Gum	57	238 239
c	N39°15'E	Box	41	239 192
d	S77°E	Apple	43	239 192
e	N73°W	Apple	23	238 239
f	N8°45'E	Gum	30	238

Reference to Traverse

Line	Bearing	Distance

Scale 20 Chains to an Inch.

Marked in accordance with regulations

Instrument used in Survey Theodolite

Date of Survey 15th Decr 1877

Value of Improvements 238 £32
239 £19

Situated in the

77.14
Sep & Sep

Transmitted to the Surveyor General with my letter of the 31st Decr No 87/58

Licensed Surveyor

1269-2009

LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 288/750392

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2018	3:58 PM	3	18/7/2018

LAND

LOT 288 IN DEPOSITED PLAN 750392
LOCAL GOVERNMENT AREA BLAYNEY
PARISH OF LUCAN COUNTY OF BATHURST
(FORMERLY KNOWN AS PORTION 288)
TITLE DIAGRAM CROWN PLAN 1746.2009

FIRST SCHEDULE

FRANCIS WILLIAM O'CONNOR
MARYANNE O'CONNOR
AS TENANTS IN COMMON IN EQUAL SHARES (T AF696263)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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Received: 16/08/2018 15:58:49

Req:R094740 /Doc:CP 01746-2009 p /Rev:27-Nov-2012 /Sts:OK.OK /Prt:16-Aug-2018 16:04 /Seq:1 of 1
Ref:181178 /Src:M

79
33361

PLAN MISCONFIRMED
NO ADDITIONS OR AMENDMENTS TO BE MADE

PLAN

of 1 portion No. 288

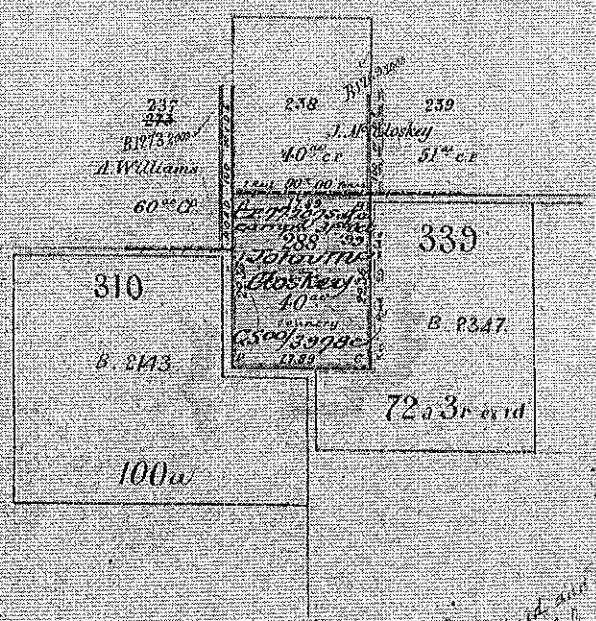
Parish of Lucan

County of Bathurst

Applied for under the 21st clause of the Crown Lands Alienation Act of 1861 by

John McCloskey

C.P. 77.207 of 6th Dec.



Examined and charted
C.E.B. 2nd Dec 1879

Exmd. for Despn. [signature] 10.10.00
Deed Issued

Plan accepted
[signature] 3 Oct 79
[signature]

Reference to Corners

Corner	Bearing	From	Links	No. on Tree
A	10° 30'	GUM	52	238 288
B	285° 05'	APPLE	24	238 288
C	326° 05'	BOX	55	288
D	324° 17'	GUM	43	288

Reference to Traverse

Line	Bearing	Distance

Scale 20 Chains to an Inch

Marked in accordance with regulations

Instrument used in Survey Theodolite

Date of Survey 22nd July 1879

Value of Improvements Nil

Situated in the Carcoar District

Transmitted to the Surveyor General with my letter of the 31st July No. 65

1746-2009

[signature] A. L. Stenson Licensed Surveyor

1746

LAND REGISTRY SERVICES **Title Search** InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 99/750392

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2018	3:58 PM	3	18/7/2018

LAND

LOT 99 IN DEPOSITED PLAN 750392
LOCAL GOVERNMENT AREA BLAYNEY
PARISH OF LUCAN COUNTY OF BATHURST
(FORMERLY KNOWN AS PORTION 99)
TITLE DIAGRAM CROWN PLAN 316.1564

FIRST SCHEDULE

FRANCIS WILLIAM O'CONNOR
MARYANNE O'CONNOR
AS TENANTS IN COMMON IN EQUAL SHARES (T AF696263)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

181178 PRINTED ON 16/8/2018

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Received: 16/08/2018 15:58:48

Req:R094616 /Doc:CP 00316-1564 p /Rev:24-Nov-2012 /Sts:OK.OK /Prt:16-Aug-2018 15:56 /Seq:1 of 1
Ref:181178 /Src:M

Original plan indicates
bank is the portion boundary
(ADDED FOR MICROFILM PURPOSES)

PLAN

of 11 portions of land on Marrickville Creek

Parish of Petersham

County of Cumberland

Por 77 & 96 Within the Boundaries of G. 38/61
from Sale Conditions other than Annual Lease.
Notified 22nd June 1922

Revoked by Gazette 7 Aug 1970

1860

PLAN MODIFIED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Measured by [illegible]

Sale at Carraar on the 12th July 1861
Comprising Lots 38 to 43
Portions LXXIX to XCIX

Lots XCII, XCIII, XCIV, XCV, XCVI, XCVII, XCVIII, XCIX, C, CI, CII, CIII, CIV, CV, CVI, CVII, CVIII, CIX, CX, CXI, CXII, CXIII, CXIV, CXV, CXVI, CXVII, CXVIII, CXIX, CXX, CXXI, CXXII, CXXIII, CXXIV, CXXV, CXXVI, CXXVII, CXXVIII, CXXIX, CXXX, CXXXI, CXXXII, CXXXIII, CXXXIV, CXXXV, CXXXVI, CXXXVII, CXXXVIII, CXXXIX, CXL, CXLI, CXLII, CXLIII, CXLIV, CXLV, CXLVI, CXLVII, CXLVIII, CXLIX, CL, CLI, CLII, CLIII, CLIV, CLV, CLVI, CLVII, CLVIII, CLIX, CLX, CLXI, CLXII, CLXIII, CLXIV, CLXV, CLXVI, CLXVII, CLXVIII, CLXIX, CLXX, CLXXI, CLXXII, CLXXIII, CLXXIV, CLXXV, CLXXVI, CLXXVII, CLXXVIII, CLXXIX, CLXXX, CLXXXI, CLXXXII, CLXXXIII, CLXXXIV, CLXXXV, CLXXXVI, CLXXXVII, CLXXXVIII, CLXXXIX, CXC, CXCI, CXCII, CXCIII, CXCIV, CXCV, CXCVI, CXCVII, CXCVIII, CXCIX, CC, CCI, CCII, CCIII, CCIV, CCV, CCVI, CCVII, CCVIII, CCIX, CCX, CCXI, CCXII, CCXIII, CCXIV, CCXV, CCXVI, CCXVII, CCXVIII, CCXIX, CCXX, CCXXI, CCXXII, CCXXIII, CCXXIV, CCXXV, CCXXVI, CCXXVII, CCXXVIII, CCXXIX, CCXXX, CCXXXI, CCXXXII, CCXXXIII, CCXXXIV, CCXXXV, CCXXXVI, CCXXXVII, CCXXXVIII, CCXXXIX, CCXL, CCXLI, CCXLII, CCXLIII, CCXLIV, CCXLV, CCXLVI, CCXLVII, CCXLVIII, CCXLIX, CCL, CCLI, CCLII, CCLIII, CCLIV, CCLV, CCLVI, CCLVII, CCLVIII, CCLIX, CCLX, CCLXI, CCLXII, CCLXIII, CCLXIV, CCLXV, CCLXVI, CCLXVII, CCLXVIII, CCLXIX, CCLXX, CCLXXI, CCLXXII, CCLXXIII, CCLXXIV, CCLXXV, CCLXXVI, CCLXXVII, CCLXXVIII, CCLXXIX, CCLXXX, CCLXXXI, CCLXXXII, CCLXXXIII, CCLXXXIV, CCLXXXV, CCLXXXVI, CCLXXXVII, CCLXXXVIII, CCLXXXIX, CCXC, CCXCI, CCXCII, CCXCIII, CCXCIV, CCXCV, CCXCVI, CCXCVII, CCXCVIII, CCXCIX, CCC, CCCI, CCCII, CCCIII, CCCIV, CCCV, CCCVI, CCCVII, CCCVIII, CCCIX, CCCX, CCCXI, CCCXII, CCCXIII, CCCXIV, CCCXV, CCCXVI, CCCXVII, CCCXVIII, CCCXIX, CCCXX, CCCXXI, CCCXXII, CCCXXIII, CCCXXIV, CCCXXV, CCCXXVI, CCCXXVII, CCCXXVIII, CCCXXIX, CCCXXX, CCCXXXI, CCCXXXII, CCCXXXIII, CCCXXXIV, CCCXXXV, CCCXXXVI, CCCXXXVII, CCCXXXVIII, CCCXXXIX, CCCXL, CCCXLI, CCCXLII, CCCXLIII, CCCXLIV, CCCXLV, CCCXLVI, CCCXLVII, CCCXLVIII, CCCXLIX, CCCL, CCCLI, 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DCVI, DCVII, DCVIII, DCIX, DCX, DCXI, DCXII, DCXIII, DCXIV, DCXV, DCXVI, DCXVII, DCXVIII, DCXIX, DCXX, DCXXI, DCXXII, DCXXIII, DCXXIV, DCXXV, DCXXVI, DCXXVII, DCXXVIII, DCXXIX, DCXXX, DCXXXI, DCXXXII, DCXXXIII, DCXXXIV, DCXXXV, DCXXXVI, DCXXXVII, DCXXXVIII, DCXXXIX, DCXL, DCXLI, DCXLII, DCXLIII, DCXLIV, DCXLV, DCXLVI, DCXLVII, DCXLVIII, DCXLIX, DCL, DCLI, DCLII, DCLIII, DCLIV, DCLV, DCLVI, DCLVII, DCLVIII, DCLIX, DCLX, DCLXI, DCLXII, DCLXIII, DCLXIV, DCLXV, DCLXVI, DCLXVII, DCLXVIII, DCLXIX, DCLXX, DCLXXI, DCLXXII, DCLXXIII, DCLXXIV, DCLXXV, DCLXXVI, DCLXXVII, DCLXXVIII, DCLXXIX, DCLXXX, DCLXXXI, DCLXXXII, DCLXXXIII, DCLXXXIV, DCLXXXV, DCLXXXVI, DCLXXXVII, DCLXXXVIII, DCLXXXIX, DCXC, DCXCI, DCXCII, DCXCIII, DCXCIV, DCXCV, DCXCVI, DCXCVII, DCXCVIII, DCXCIX, DCC, DCCI, DCCII, DCCIII, DCCIV, DCCV, DCCVI, DCCVII, DCCVIII, DCCIX, DCCX, DCCXI, DCCXII, DCCXIII, DCCXIV, DCCXV, DCCXVI, DCCXVII, DCCXVIII, DCCXIX, DCCXX, DCCXXI, DCCXXII, DCCXXIII, DCCXXIV, DCCXXV, DCCXXVI, DCCXXVII, DCCXXVIII, 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Marrickville Pottery

Marrickville Creek

Main Road

Parish Road

Scale 10 Chains to an Inch

316 ~ 1564

LAND REGISTRY SERVICES Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 93/750392

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2018	3:54 PM	4	18/7/2018

LAND

LOT 93 IN DEPOSITED PLAN 750392
LOCAL GOVERNMENT AREA BLAYNEY
PARISH OF LUCAN COUNTY OF BATHURST
(FORMERLY KNOWN AS PORTION 93)
TITLE DIAGRAM CROWN PLAN 316.1564

FIRST SCHEDULE

F. W. O'CONNOR PTY LTD (T AF696291)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 DP649081 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP649081

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 16/08/2018 15:54:01

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Your Searching Partner

PLAN FORM 2

Plan Drawing only to appear in this space

OFFICE USE ONLY

DP 649081

SHEET 1 OF 1 SHEETS

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

STATE BANK OF NEW SOUTH WALES being a mortgagee of the land within described hereby consents to this ... Right of Carriageway

Signed in my presence by ... STATE BANK OF NEW SOUTH WALES by its Attorney pursuant to power of attorney book 3781 number 648 and I declare that I have no notice of the revocation of the said power of attorney

by its Attorney ... David Arthur Sage

(Full name of Attorney - block letters)

(Attorney who is personally known to me) ... Senior Bank Officer

Signature ... Witness

Title ... MANAGER

PM 63228 PM 54454 NOT ESTABLISHED BY DATA FROM S.C.I.M.S. DATED 29-4-1994

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No .....

Field Book .....

Council's Certificate

I hereby certify that-

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of Part 3 Division 2 of the † Water Board Act 1987 and † Water Supply Authorities Act 1987

have been complied with by the applicant in relation to the proposed .....

(Insert "new road", "subdivision" or "consolidated lot" just out herein

subdivision .....

Date .....

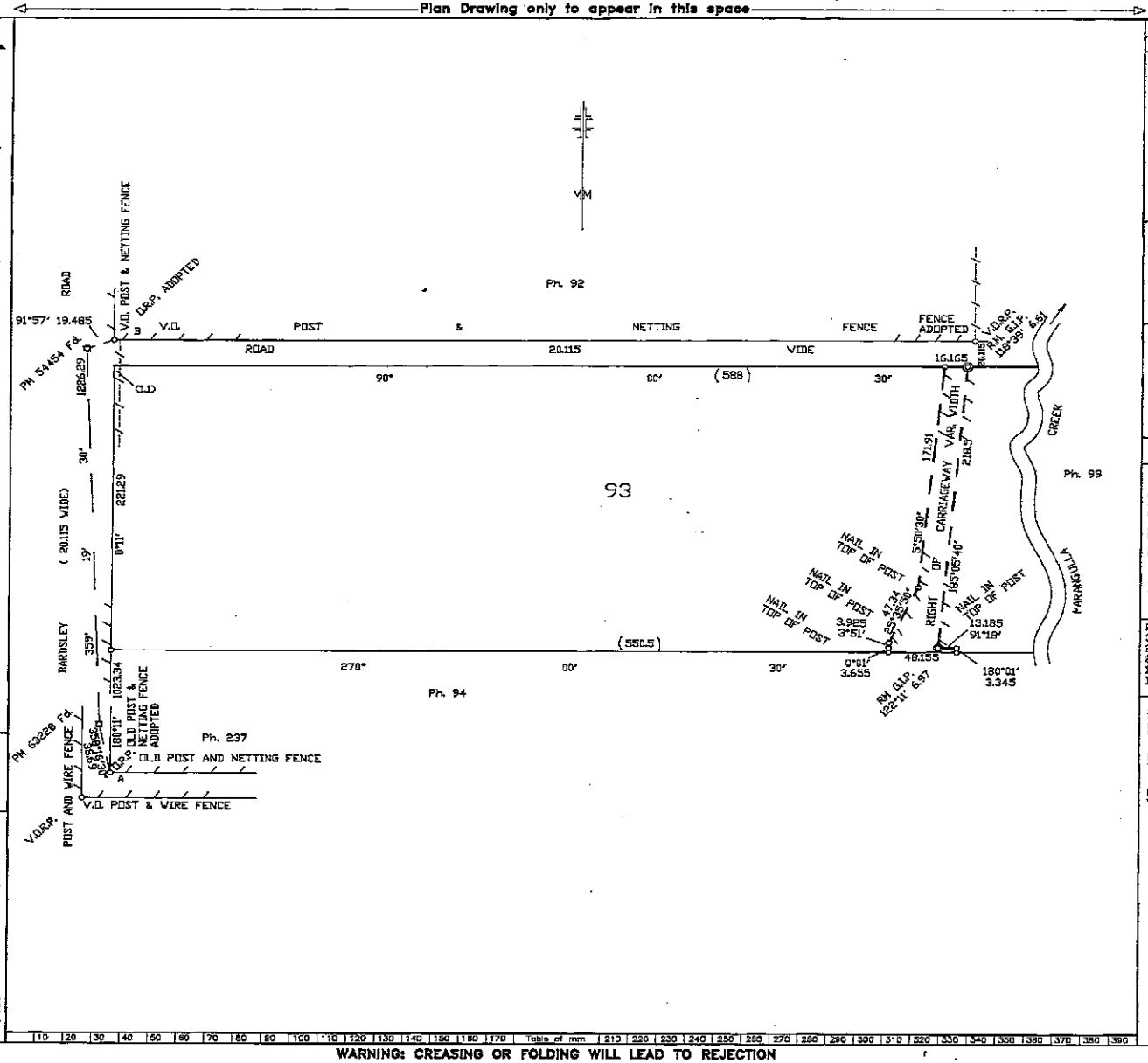
(Signature) ..... General Manager/authorised person

Council File No .....

* This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

† Delete if inapplicable

SURVEYOR'S REFERENCE: 0794DP



PLAN OF RIGHT OF CARRIAGEWAY OVER PORTION 93

Lengths are in metres. Reduction Ratio 1:2000

LGA: BLAYNEY

Locality: LYNDHURST

Parish: LUCAN (H)

County: BATHURST

Surname subscribed to not applicable

(Delete if inapplicable)

I, BERNARD OSCAR TRAINOR
BUTTSWORTH ACN 054217784 P.O. BOX 309
of TRAINOR PTY. LTD. BATHURST, 2795
a surveyor registered under the Surveyors Act, 1929 as amended, hereby certify that the Survey represented in this plan WITH REGARD TO RIGHT OF CARRIAGEWAY is accurate and has been made in accordance with the survey Practice Regulations, 1990 and any special requirements of the Department of lands, and was completed on

the 2ND FEBRUARY, 1994

Signature ...

Surveyor registered under Surveyors Act, 1929, as amended.
Datum line of Azimuth: A-B
Reason for date of survey:

Plans used in preparation of survey/compilation
316-1564
250-2009
2143-2009
1273-2009
DP 555302

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions on use.

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1964 IT IS INTENDED TO CREATE:

RIGHT OF CARRIAGEWAY VARIABLE WIDTH

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R094617 /Doc:DP 0649081 P /Rev:11-May-1994 /Sts:OK.OK /Pgs:ALL /Prt:16-Aug-2018 15:56 /Seq:1 of 1
Ref:101178 /Src:M

8790-5, 8630 N, MAND WS

Y000FIA

Req:R094618 /Doc:DP 0649081 B /Rev:11-May-1994 /Sts:OK.OK /Pgs:ALL /Prt:16-Aug-2018 15:56 /Seq:1 of 1
Ref:181178 /Src:M

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

(Sheet 1 of 2 sheets)

Lengths are in metres

PART 1

Plan DP 649081	Plan of right of carriageway Over Portion 93 Parish of Lucan County of Bathurst.
Full name and Address of Proprietor of the land:	JAMES STANLEY JEFFERY of "Thornfield" near Lyndhurst
Full name and Address of Mortgagee of the land:	STATE BANK OF NEW SOUTH WALES Summer Street Orange
1. Identity of easement firstly referred to in above-mentioned plan	Right of Carriageway of variable width

Schedule of Lots etc. affected

Lots burdened	Lots and Authority Benefited
Por 93 93/750393	Por 94 94/750393

SIGNED SEALED AND DELIVERED by the said JAMES STANLEY JEFFERY in the presence of:

REGISTERED 5.5.1994

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

DP 649081

(Sheet 2 of 2 sheets)

PART 2

Terms of Easement firstly referred to in abovementioned plan:

The terms of a right of carriageway set forth in Schedule VIII (Part 1) of the Conveyancing Act 1919 together with the right to park vehicles upon the right of way.

SIGNED SEALED AND DELIVERED by the said JAMES STANLEY JEFFERY in the presence of:

STATE BANK OF NEW SOUTH WALES being a mortgagee of the land within described hereby consents to this Right of Carriageway

Signed in my presence by State Bank of New South Wales by its Attorney ...David Arthur Bird... (Full name of Attorney - block letters) who is personally known to me ...Michael Bruce Scher... Witness

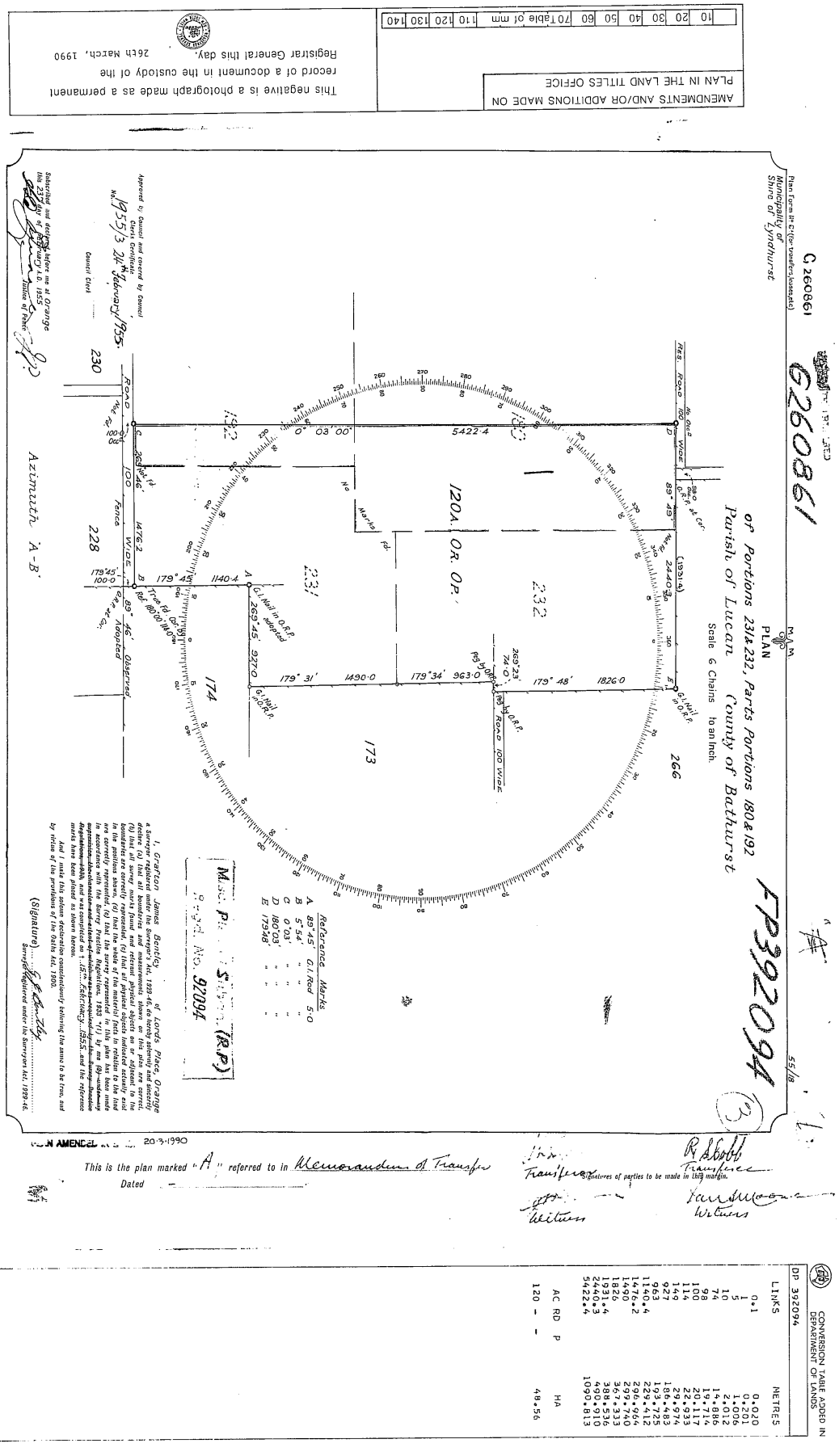
STATE BANK OF NEW SOUTH WALES by its Attorney pursuant to power of attorney book 3211 number 668 and I declare that I have no notice of the revocation of the said power of attorney

Signature

Title ...MANAGER...

REGISTERED 5.5.1994

Req:R101329 /Doc:DP 0392094 P /Rev:29-Dec-1992 /Sts:OK.OK /Pgs:ALL /Prt:17-Aug-2018 15:52 /Seq:1 of 1
Ref:181178 /Src:M



Blayney Shire Council
Council Office 91 Adelaide Street, Blayney **Postal Address** PO Box 62, Blayney NSW 2799
Telephone (02) 6368 2104 **Email** council@blayney.nsw.gov.au
Web www.blayney.nsw.gov.au
ABN 47 619 651 511

PLANNING CERTIFICATE UNDER SECTION 10.7 (2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Applicants Name: **InfoTrack**
Address: **GPO Box 4029**
SYDNEY NSW 2001

Our Reference: **IAPP/42235**
Your Reference: **181178**
Certificate No.: **187/2018**
Receipt No.: **43750**
Amount Paid: **$53.00**

DESCRIPTION OF LAND

Assessment No: A347339
Property Address: 220 Lyons Road
LYNDHURST NSW 2797
Lot/Portion: Lot 93 DP750392
Owner: FW O'Connor Pty Ltd

1. Names of relevant planning instruments and DCPs (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.	BLAYNEY LOCAL ENVIRONMENTAL PLAN 2012 STATE ENVIRONMENTAL PLANNING POLICIES: 21 - CARAVAN PARKS 30 - INTENSIVE AGRICULTURE 33 - HAZARDOUS AND OFFENSIVE DEVELOPMENT 36 - MANUFACTURED HOME ESTATES 44 - KOALA HABITAT PROTECTION 52 – FARM DAMS AND OTHER WORKS IN LAND & WATER MANAGEMENT PLAN AREAS 55 - REMEDIATION OF LAND 62 - SUSTAINABLE AQUACULTURE 64 - ADVERTISING AND SIGNAGE 65 - DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT 70 - AFFORDABLE HOUSING (REVISED SCHEMES) SEPP AFFORDABLE RENTAL HOUSING 2009 SEPP BUILDING SUSTAINBILITY INDEX: BASIX 2004 SEPP (EDUCATION ESTABLISHMENTS & CHILD CARE FACILITIES) 2017 SEPP EXEMPT AND COMPLYING DEVELOPMENT CODES 2008 SEPP HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY 2004 SEPP INFRASTRUCTURE 2007 SEPP INTEGRATED & REPEALS 2016 SEPP MINING, PETROLEUM PRODUCTION & EXTRACTIVE INDUSTRIES 2007 SEPP MISCELLANEOUS CONSENT PROVISIONS 2007 SEPP RURAL LANDS 2008 SEPP STATE AND REGIONAL DEVELOPMENT 2011 SEPP (VEGETATION IN NON-RURAL AREAS) 2017
(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the	NIL.

subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	
(3) The name of each development control plan that applies to the carrying out of development on the land	BLAYNEY SHIRE COUNCIL DEVELOPMENT CONTROL PLAN 2018
(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument	NIL
2. Zoning and land use under relevant LEPs For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described): (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)")	RU1 PRIMARY PRODUCTION
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	REFER TO ATTACHED SCHEDULE A
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	REFER TO ATTACHED SCHEDULE A
(d) the purposes for which the instrument provides that development is prohibited within the zone,	REFER TO ATTACHED SCHEDULE A
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	THE MINIMUM ALLOTMENT AREA FOR THE ERECTION OF A DWELLING HOUSE IS 100 HECTARES.
(f) whether the land includes or comprises critical habitat,	NOT TO COUNCIL'S KNOWLEDGE. HOWEVER, PERSONS WITH AN INTEREST IN THE LAND MAY EXAMINE THE "REGISTER OF CRITICAL HABITAT" WHICH IS KEPT BY THE DIRECTOR-GENERAL OF NATIONAL PARKS AND WILDLIFE SERVICE
(g) whether the land is in a conservation area (however described),	NO
(h) whether an item of environmental heritage (however described) is situated on the land.	NO
2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006 To the extent that the land is within any zone (however described) under: (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (***the 2006 SEPP***), or (b) a Precinct Plan (within the meaning of the 2006 SEPP), or (c) a proposed Precinct Plan that is or has been the subject of	NOT APPLICABLE

community consultation or on public exhibition under the Act, the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).	
3. Complying Development (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1)(c) to (e), (2), (3) & (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.* (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy, the reasons why it may not be carried under those clauses. (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.	**COMPLYING DEVELOPMENT MAY NOT BE CARRIED OUT ON THE LAND UNDER SEPP Clause 1.17A/1.19 BECAUSE THE SUBJECT PROPERTY CONTAINS AN ENVIRONMENTALLY SENSITIVE AREA.** **WHERE IT IS UNCLEAR AS TO WHETHER A RESTRICTION APPLIES TO THE LAND, AND WHERE IT MAY ONLY APPLY TO PART OF THE LAND, COUNCIL DOES NOT HAVE SUFFICIENT INFORMATION TO FURTHER DETERMINE THE EXTENT OF APPLICATION.**
4. Coastal Protection Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been so notified by the Department of Finance, Services & Innovation.	NOT APPLICABLE
4A. Certain information relating to beaches and coasts (1) In relation to a coastal council—whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with. (2) In relation to a coastal council: (a) whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and (b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.	NOT APPLICABLE
4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of	NOT APPLICABLE

the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act). *Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.*	
5. Mine subsidence Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.	NO
6. Road widening and road realignment Whether or not the land is affected by any road widening or road realignment under: (a) Division 2 of Part 3 of the *Roads Act 1993*, or (b) any environmental planning instrument, or (c) any resolution of the council.	NO
7. Council and other public authority policies on hazard risk restrictions Whether or not the land is affected by a policy: (a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).	NO
7A. Flood related development controls information (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.	NO
8. Land reserved for acquisition Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	NO
9. Contributions Plan The name of each contributions plan applying to the land.	BLAYNEY LOCAL INFRASTRUCTURE CONTRIBUTIONS PLAN 2013
9A. Biodiversity certified land If the land is biodiversity certified land under Part 8 of the	NO

Biodiversity Conservation Act 2016, a statement to that effect. *Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016*	
10. Biodiversity stewardship sites If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment & Heritage). *Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.*	NO
10A. Native vegetation clearing set asides If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	NO SET ASIDE AREA
11. Bush fire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	NO THE LAND IS NOT IDENTIFIED AS BUSH FIRE PRONE LAND.
12. Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	NOT TO COUNCIL'S KNOWLEDGE, HOWEVER, PERSONS WITH AN INTEREST IN THE LAND SHOULD CONTACT THE DEPARTMENT OF ENVIRONMENT AND HERITAGE AND THE LOCAL CATCHMENT MANAGEMENT AUTHORITY.
13. Orders under Trees (Disputes Between Neighbours) Act 2006 Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order)	NO
14. Directions under Part 3A If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	NO
15. Site compatibility certificates and conditions for	THERE IS NO CURRENT SITE COMPATIBILTY CERTIFICATE

seniors housing If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department, and (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	FOR HOUSING OF SENIORS OR PEOPLE WITH A DISABILITY THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND. NO DEVELOPMENT CONSENT HAS BEEN GRANTED UNDER THIS SEPP TO THIS LAND SINCE 11 OCTOBER 2007.
16. Site compatibility certificates for infrastructure, schools or TAFE establishments A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	THERE IS NO VALID SITE COMPATIBILTY CERTIFICATE THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND.
17. Site compatibility certificates and conditions for affordable rental housing (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) the period for which the certificate is current, and (b) that a copy may be obtained from the head office of the Department. (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.	THERE IS NO CURRENT SITE COMPATIBILITY CERTIFCATE FOR AFFORDABLE RENTAL HOUSING THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND. NO DEVELOPMENT CONSENT HAS BEEN GRANTED TO THIS LAND UNDER THIS SEPP.
18. Paper subdivision information (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (2) The date of any subdivision order that applies to the land. (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.	NIL
19. Site verification certificates	THERE IS NO CURRENT SITE VERIFICATION CERTIFICATE THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include: (a) the matter certified by the certificate, and *Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.* (b) The date on which the certificate ceases to be current (if any), and **(c)** That a copy may be obtained from the head office of the Department.	LAND.
20. Loose-fill asbestos insulation If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.	THERE ARE NO KNOWN RESIDENTIAL PREMISES REGISTERED AS SUCH.
21.Affected building notices and building product rectification orders (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land. (2) A statement of: (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and (b) Whether any notice of intention to make a building rectification order of which the council is aware has been given in respect of the land and is outstanding. (3) In this clause: ***affected building notice*** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017.* ***building product rectification*** order has the same meaning as in the *Building Products (Safety) Act 2017.*	THERE ARE NO KNOWN BUILDING NOTICES OR BUILDING PRODUCT RECTIFICATION ORDERS APPICABLE TO THIS PROPERTY.
Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate: *(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,* *(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,* *(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,*	NO NO NO

(d) *that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,*	NO
(e) *that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.*	NO

Disclaimer
This certificate contains information provided to Blayney Shire Council by other authorities and is as current as the latest information available to Council at the time of production of this document. It is strongly recommended that you contact the relevant authorities to confirm the accuracy of the information

Signed: _____ **DATE: 22/08/2018**

Manager Planning

SCHEDULE A

Zone RU1 Primary Production

1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area
- To minimise the fragmentation and alienation of resource lands
- To minimise conflict between land uses within this zone and land uses within adjoining zones
- To enable function centres, restaurants and appropriate forms of tourist and visitor accommodation to be developed in conjunction with agricultural uses

2. Permitted without consent

Building identification signs; Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

Airstrips; animal boarding or training establishments; aquaculture; bed and breakfast accommodation; boat launching ramps; boat sheds; business identification signs; camping grounds; cellar door premises; cemeteries community facilities; correctional centres; depots; dual occupancies; dwelling houses; eco-tourist facilities; environmental facilities; extractive industries; farm buildings; farm stay accommodation; forestry; function centres; helipads; heliports; home-based child care; home businesses; home industries; home occupations (sex services); industrial training facilities; information and education facilities; intensive livestock agriculture; intensive plant agriculture; jetties; landscaping material supplies; moorings; open cut mining; plant nurseries; recreation areas; recreation facilities (major); recreation facilities (outdoor); research stations; restaurants or cafes; roads; roadside stalls; rural industries; truck depots; veterinary hospitals; water recreation structures; water supply systems.

4. Prohibited

Any development not specified in item 2 or 3.

Blayney Shire Council
Council Office 91 Adelaide Street, Blayney **Postal Address** PO Box 62, Blayney NSW 2799
Telephone (02) 6368 2104 **Email** council@blayney.nsw.gov.au
Web www.blayney.nsw.gov.au
ABN 47 619 651 511

PLANNING CERTIFICATE UNDER SECTION 10.7 (2)

ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Applicants Name: **InfoTrack**
Address: **GPO Box 4029**
SYDNEY NSW 2001

Our Reference: **IAPP/42236**
Your Reference: **181178**
Certificate No.: **186/2018**
Receipt No.: **43750**
Amount Paid: **$53.00**

DESCRIPTION OF LAND

Assessment No: A347347
Property Address: 220 Lysons Road
LYNDHURST NSW 2797
Lot/Portion: Lot 1 DP806218, Lot 99 DP750392, Lot 192 DP750392, Lot 180 DP750392, Lot 181 DP750392, Lot 238 DP750392, Lot 239 DP750392, Lot 288 DP750392
Owner: Mr FW O'Connor & Mrs M O'Connor

1. Names of relevant planning instruments and DCPs (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.	BLAYNEY LOCAL ENVIRONMENTAL PLAN 2012 STATE ENVIRONMENTAL PLANNING POLICIES: 21 - CARAVAN PARKS 30 - INTENSIVE AGRICULTURE 33 - HAZARDOUS AND OFFENSIVE DEVELOPMENT 36 - MANUFACTURED HOME ESTATES 44 - KOALA HABITAT PROTECTION 52 – FARM DAMS AND OTHER WORKS IN LAND & WATER MANAGEMENT PLAN AREAS 55 - REMEDIATION OF LAND 62 - SUSTAINABLE AQUACULTURE 64 - ADVERTISING AND SIGNAGE 65 - DESIGN QUALITY OF RESIDENTIAL APARTMENT DEVELOPMENT 70 - AFFORDABLE HOUSING (REVISED SCHEMES) SEPP AFFORDABLE RENTAL HOUSING 2009 SEPP BUILDING SUSTAINBILITY INDEX: BASIX 2004 SEPP (EDUCATION ESTABLISHMENTS & CHILD CARE FACILITIES) 2017 SEPP EXEMPT AND COMPLYING DEVELOPMENT CODES 2008 SEPP HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY 2004 SEPP INFRASTRUCTURE 2007 SEPP INTEGRATED & REPEALS 2016 SEPP MINING, PETROLEUM PRODUCTION & EXTRACTIVE INDUSTRIES 2007 SEPP MISCELLANEOUS CONSENT PROVISIONS 2007 SEPP RURAL LANDS 2008 SEPP STATE AND REGIONAL DEVELOPMENT 2011 SEPP (VEGETATION IN NON-RURAL AREAS) 2017
(2) The name of each proposed environmental planning	NIL.

instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	
(3) The name of each development control plan that applies to the carrying out of development on the land	BLAYNEY SHIRE COUNCIL DEVELOPMENT CONTROL PLAN 2018
(4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument	NIL
2. Zoning and land use under relevant LEPs For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described): (a) the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2(a)")	RU1 PRIMARY PRODUCTION
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	REFER TO ATTACHED SCHEDULE A
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	REFER TO ATTACHED SCHEDULE A
(d) the purposes for which the instrument provides that development is prohibited within the zone,	REFER TO ATTACHED SCHEDULE A
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	THE MINIMUM ALLOTMENT AREA FOR THE ERECTION OF A DWELLING HOUSE IS 100 HECTARES.
(f) whether the land includes or comprises critical habitat,	NOT TO COUNCIL'S KNOWLEDGE. HOWEVER, PERSONS WITH AN INTEREST IN THE LAND MAY EXAMINE THE "REGISTER OF CRITICAL HABITAT" WHICH IS KEPT BY THE DIRECTOR-GENERAL OF NATIONAL PARKS AND WILDLIFE SERVICE
(g) whether the land is in a conservation area (however described),	NO
(h) whether an item of environmental heritage (however described) is situated on the land.	NO
2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006 To the extent that the land is within any zone (however described) under: (a) Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* (***the 2006 SEPP***), or (b) a Precinct Plan (within the meaning of the 2006 SEPP), or	NOT APPLICABLE

(c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to "the instrument" in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).	
3. Complying Development (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1)(c) to (e), (2), (3) & (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.* (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of that Policy, the reasons why it may not be carried under those clauses. (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.	**COMPLYING DEVELOPMENT MAY <u>NOT</u> BE CARRIED OUT ON THE LAND UNDER SEPP Clause 1.17A/1.19 BECAUSE THE SUBJECT PROPERTY CONTAINS AN ENVIRONMENTALLY SENSITIVE AREA.** **WHERE IT IS UNCLEAR AS TO WHETHER A RESTRICTION APPLIES TO THE LAND, AND WHERE IT MAY ONLY APPLY TO PART OF THE LAND, COUNCIL DOES NOT HAVE SUFFICIENT INFORMATION TO FURTHER DETERMINE THE EXTENT OF APPLICATION.**
4. Coastal Protection Whether or not the land is affected by the operation of section 38 or 39 of the *Coastal Protection Act 1979*, but only to the extent that the council has been so notified by the Department of Finance, Services & Innovation.	NOT APPLICABLE
4A. Certain information relating to beaches and coasts (1) In relation to a coastal council—whether an order has been made under Part 4D of the *Coastal Protection Act 1979* in relation to emergency coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with. (2) In relation to a coastal council: (a) whether the council has been notified under section 55X of the *Coastal Protection Act 1979* that emergency coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and (b) if works have been so placed—whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.	NOT APPLICABLE
4B. Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works In relation to a coastal council—whether the owner (or any	NOT APPLICABLE

previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act). *Note: "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.*	
5. Mine subsidence Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.	NO
6. Road widening and road realignment Whether or not the land is affected by any road widening or road realignment under: (a) Division 2 of Part 3 of the *Roads Act 1993*, or (b) any environmental planning instrument, or (c) any resolution of the council.	NO
7. Council and other public authority policies on hazard risk restrictions Whether or not the land is affected by a policy: (a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).	No
7A. Flood related development controls information (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls. (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls. (3) Words and expressions in this clause have the same meanings as in the Standard Instrument.	NO
8. Land reserved for acquisition Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.	NO
9. Contributions Plan The name of each contributions plan applying to the land.	BLAYNEY LOCAL INFRASTRUCTURE CONTRIBUTIONS PLAN 2013

9A. Biodiversity certified land If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016, a statement to that effect. *Note: Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016*	NO
10. Biodiversity stewardship sites If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment & Heritage). *Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.*	NO
10A. Native vegetation clearing set asides If the land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	NO SET ASIDE AREA
11. Bush fire prone land If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	NO THE LAND IS NOT IDENTIFIED AS BUSH FIRE PRONE LAND.
12. Property vegetation plans If the land is land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	NOT TO COUNCIL'S KNOWLEDGE, HOWEVER, PERSONS WITH AN INTEREST IN THE LAND SHOULD CONTACT THE DEPARTMENT OF ENVIRONMENT AND HERITAGE AND THE LOCAL CATCHMENT MANAGEMENT AUTHORITY.
13. Orders under Trees (Disputes Between Neighbours) Act 2006 Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if the council has been notified of the order)	NO
14. Directions under Part 3A If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect	NO

identifying the provision that does not have effect.	
15. Site compatibility certificates and conditions for seniors housing If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department, and (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	THERE IS NO CURRENT SITE COMPATIBILTY CERTIFICATE FOR HOUSING OF SENIORS OR PEOPLE WITH A DISABILITY THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND. NO DEVELOPMENT CONSENT HAS BEEN GRANTED UNDER THIS SEPP TO THIS LAND SINCE 11 OCTOBER 2007.
16. Site compatibility certificates for infrastructure, schools or TAFE establishments A statement of whether there is a valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	THERE IS NO VALID SITE COMPATIBILTY CERTIFICATE THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND.
17. Site compatibility certificates and conditions for affordable rental housing (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) the period for which the certificate is current, and (b) that a copy may be obtained from the head office of the Department. (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.	THERE IS NO CURRENT SITE COMPATIBILITY CERTIFCATE FOR AFFORDABLE RENTAL HOUSING THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND. NO DEVELOPMENT CONSENT HAS BEEN GRANTED TO THIS LAND UNDER THIS SEPP.
18. Paper subdivision information (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (2) The date of any subdivision order that applies to the land. (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.	NIL

19. Site verification certificates A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include: (a) the matter certified by the certificate, and *Note: A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.* (b) The date on which the certificate ceases to be current (if any), and **(c)** That a copy may be obtained from the head office of the Department.	THERE IS NO CURRENT SITE VERIFICATION CERTIFICATE THAT COUNCIL IS AWARE OF, WHICH APPLIES TO THIS LAND.
20. Loose-fill asbestos insulation If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division, a statement to that effect.	THERE ARE NO KNOWN RESIDENTIAL PREMISES REGISTERED AS SUCH.
21.Affected building notices and building product rectification orders (1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land. (2) A statement of: (a) Whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and (b) Whether any notice of intention to make a building rectification order of which the council is aware has been given in respect of the land and is outstanding. (3) In this clause: ***affected building notice*** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017.* ***building product rectification*** order has the same meaning as in the *Building Products (Safety) Act 2017.*	THERE ARE NO KNOWN BUILDING NOTICES OR BUILDING PRODUCT RECTIFICATION ORDERS APPICABLE TO THIS PROPERTY.
Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate: *(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,* *(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,* *(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the*	NO NO NO

meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued,	
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,	NO
(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	NO

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Signed: _____ **DATE:22/08/2018**

Manager Planning

SCHEDULE A

Zone RU1 Primary Production

1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area
- To minimise the fragmentation and alienation of resource lands
- To minimise conflict between land uses within this zone and land uses within adjoining zones
- To enable function centres, restaurants and appropriate forms of tourist and visitor accommodation to be developed in conjunction with agricultural uses

2. Permitted without consent

Building identification signs; Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

Airstrips; animal boarding or training establishments; aquaculture; bed and breakfast accommodation; boat launching ramps; boat sheds; business identification signs; camping grounds; cellar door premises; cemeteries community facilities; correctional centres; depots; dual occupancies; dwelling houses; eco-tourist facilities; environmental facilities; extractive industries; farm buildings; farm stay accommodation; forestry; function centres; helipads; heliports; home-based child care; home businesses; home industries; home occupations (sex services); industrial training facilities; information and education facilities; intensive livestock agriculture; intensive plant agriculture; jetties; landscaping material supplies; moorings; open cut mining; plant nurseries; recreation areas; recreation facilities (major); recreation facilities (outdoor); research stations; restaurants or cafes; roads; roadside stalls; rural industries; truck depots; veterinary hospitals; water recreation structures; water supply systems.

4. Prohibited

Any development not specified in item 2 or 3.

REINSW
REAL ESTATE INSTITUTE OF NEW SOUTH WALES

RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2010

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

IMPORTANT NOTES ABOUT THIS AGREEMENT

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

This agreement is made on 31 /08 /18 **at** Blayney **between**

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

Name/s EW & M O'Connor

A.B.N. (if applicable)

Contact Details

Care of Agent ☑ Yes ☐ No

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

Joseph & Lorna Turrise

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

Licensee Concode Pty Ltd

Trading as Blayney Real Estate A.B.N. 79 847 732 103

Address 113 Adelaide Street

Blayney, NSW Postcode 2799

Phone 02 6368 2507 Fax 02 6368 2031 Mobile 0429 012 204 Email blayneyre@bigpond.com

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

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

Name/s A.B.N.

Address

Postcode

Phone Fax Mobile Email

TERM OF AGREEMENT

The term of this agreement is: 3 months ~~weeks~~/months/~~years~~

starting on 31 /08 /18 and ending on 01 /12 /18 [Cross out if not applicable]

RESIDENTIAL PREMISES

The residential premises are *[Insert address]*

Address "Thornfield" Lynons Lane

Suburb Lyndhurst State NSW Postcode 2799

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

House only! ed

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WARNING Unauthorised reproduction in whole or in part is an infringement of Copyright.

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

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

NIL

RENT

The rent is $220.00 per Week payable in advance starting on 31 /08 /18.

The method by which the rent must be paid:

(a) to Blayney Real Estate at 113 Adelaide Street Blayney by cash or cheque, or

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

BSB number: 062508 Account number: 10090441

Account name: Blayney Real Estate Trust Account

Payment reference: Surname or address, or

(c) as follows: NIL

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

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

A rental bond of $880.00 must be paid by the tenant on signing this agreement.

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

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

No more than 3 persons may ordinarily live in the premises at any one time.

URGENT REPAIRS

Nominated tradespeople for urgent repairs and their contact details:

Electrical repairs:	Contact Agent	Telephone:
Plumbing repairs:	Contact Agent	Telephone:
Other repairs:	Contact Agent	Telephone:

WATER USAGE

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

STRATA BY-LAWS

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

CONDITION REPORT

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

TENANCY LAWS

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

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RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

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

RENT REDUCTIONS

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

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

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

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10.5.1 are separately metered, or

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

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

11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

11.2 the landlord gives the tenant at least 21 days to pay the charges, and

11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

11.4 the residential premises have the following water efficiency measures:

11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,

11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,

11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

POSSESSION OF THE PREMISES

13. **The landlord agrees:**

13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

14. **The landlord agrees:**

14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

15. **The tenant agrees:**

15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

15.2 not to cause or permit a nuisance, and

15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

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

16. **The tenant agrees:**

16.1 to keep the residential premises reasonably clean, and

16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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

17.1 to remove all the tenant's goods from the residential premises, and

17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

17.4 to remove or arrange for the removal of all rubbish from the residential premises, and

17.5 to make sure that all light fittings on the premises have working globes, and

17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. **The landlord agrees:**

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

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

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

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

18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

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

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

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

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

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

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

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

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

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

20. The landlord agrees:

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

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

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

22. The landlord and tenant agree:

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

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

LANDLORD'S ACCESS TO THE PREMISES

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

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

23.2 if the Civil and Administrative Tribunal so orders,

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

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

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

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

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

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

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

23.10 if the tenant agrees.

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

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

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

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

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

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

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. The tenant agrees:

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

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

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

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

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

LOCKS AND SECURITY DEVICES

29. The landlord agrees:

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

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29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. The tenant agrees:

30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

32. The landlord and tenant agree that:

32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. The landlord agrees:

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

34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.

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

SWIMMING POOLS

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

40. The landlord agrees to ensure that the requirements of the *Swimming Pools Act 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]

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

40A.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

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LOOSE-FILL ASBESTOS INSULATION

40B. The Landlord agrees:

40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

(a) both the landlord and tenant agree to the terms, and

(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.]

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

ADDITIONAL TERM - BREAK FEE

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

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

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

41.2 if the fixed term is for more than 3 years,

$ _____

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

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

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

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

ADDITIONAL TERM - PETS

43. The tenant agrees not to keep animals on the residential premises without first obtaining the written consent of the landlord and, if applicable, the body corporate, community association or board of directors.

44. The landlord agrees that the tenant may keep the following animals on the residential premises unless otherwise prohibited by a strata by-law, community title rule, company title rule and/or management statement, or under a law relating to health or other applicable law:

_____

_____

45. The tenant agrees to:

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

45.2. repair any damage caused by animals kept on the residential premises;

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

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

(a) any animals kept by the tenant on the residential premises; and

(b) any animals moving, or being moved by someone, across the residential premises and any common areas.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

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

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

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

47.1. to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;

47.2. to put nothing down any sink, toilet or drain likely to cause obstruction or damage;

47.3. to wrap up and place garbage in a suitable container;

47.4. to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;

47.5. to take special care of the items let with the residential premises including any furniture, furnishings and appliances;

47.6. to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;

47.7. to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;

47.8. to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;

47.9. to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;

47.10. not to remove, alter or damage any water efficiency measure installed in the residential premises;

47.11. not to store rubbish or unregistered vehicles on the residential premises, and not to store any items in the garage, storage cage, open car space or any other storage facility on the residential premises and storage of any items on the residential premises is at the tenant's own risk; and

47.12. to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

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ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

48. The tenant agrees:

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

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

ADDITIONAL TERM - RENT AND RENTAL BOND

49. The tenant agrees:

49.1 to pay the rent on or before the day which the term of this agreement begins; and

49.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord

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

ADDITIONAL TERM - OCCUPANTS

51. The tenant agrees:

51.1. not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act* 2010; and

51.2. to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

ADDITIONAL TERM - TERMINATION

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

53. The tenant agrees:

53.1. upon termination of this agreement, to:

(a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act* 2010;

(b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and

(c) comply with its obligations in clause 17 of this agreement; and

53.2. that the tenant's obligations under this agreement (including to pay rent and other amounts payable to the landlord pursuant to clause 54.2) continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

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

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

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

(a) the tenant must:

(i) reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and

(ii) pay rent or compensation for an amount equivalent to rent until such time as the landlord finds a suitable replacement tenant or until the date on which the fixed term of the agreement has expired (whichever occurs first),

and the parties agree that this clause 54.2(a) does not apply if the tenant terminates the residential tenancy agreement early for a reason permitted under the *Residential Tenancies Act* 2010;

(b) the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and

(c) the landlord is under no obligation to advertise the residential premises, arrange any inspection of the residential premises by prospective tenants or take any other action to lease the residential premises until vacant possession is provided by the tenant; and

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

55. The landlord and the tenant agree that:

55.1. any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement;

55.2. the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy; and

55.3. the landlord's entitlement to claim damages for loss of bargain pursuant of clause 54.3 and the tenant's obligation to pay rent as and when it falls due are fundamental and essential terms of this agreement.

Note: Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.
Note: If the tenant breaches this agreement the landlord should refer to section 187(2) of the *Residential Tenancies Act* 2010.

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

56. The tenant agrees:

56.1. to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;

56.2. where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law; and

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

ADDITIONAL TERM - SWIMMING POOLS
(This clause does not apply when there is no pool on the residential premises)

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

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

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

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

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

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

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

ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM) (for a fixed term of <u>less than 2 years</u>):

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

58.1. the rent will be increased to

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

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

_____

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

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

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

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

59.1. the rent will be increased to

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

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

_____

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

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

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

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

60. For avoidance of doubt:

60.1. a condition report which accompanies this agreement, forms part of this agreement;

60.2. a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

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

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

61. The tenant agrees:

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

(a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;

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(b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and

(c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

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

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

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

(a) any windows in the residential premises that do not have any locks or other window safety devices; or

(b) any locks or other window safety devices in the residential premises that are non-compliant with legislation or need repairing,

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

ADDITIONAL TERM - TENANCY DATABASES

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

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

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

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

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

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

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

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

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

ADDITIONAL TERM - PRIVACY POLICY

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL TERM - ADDITIONAL TERMS AND CONDITIONS

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

68.1 the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement; and

68.2 the additional terms and conditions may be included in this agreement only if:

(a) they do not contravene the *Residential Tenancies Act* 2010 (NSW), the *Residential Tenancies Regulation* 2010 (NSW) or any other Act; and

(b) they are not inconsistent with the standard terms and conditions of this agreement.

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

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SCHEDULE A

SPECIAL CONDITIONS - FLATS

Special Condition 1 - Noise

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

Special Condition 2 - Vehicles

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

Special Condition 3 - Obstruction of common area

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

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

The tenant must not:

a damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or

b use for his or her own purposes as a garden any portion of the common area.

Special Condition 5 - Damage to common areas

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

Special Condition 6 - Behaviour of owners and occupiers

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

Special Conditon 7 - Children playing on common areas in building

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

Special Condition 8 - Behaviour of invitees

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

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

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

Special Condition 10 - Drying of laundry items

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

Special Condition 11 - Preservation of fire safety

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

Special Condition 12 - Cleaning windows and doors

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

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

1 The tenant must not, except with the approval in writing of the landlord, use or store on the flat or on the common area any inflammable chemical, liquid or gas or other inflammable material.

2 This special condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

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

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

Special Condition 15 - Garbage disposal

The tenant:

a must maintain within the flat, or on such part of the common area as may be authorised by the landlord, in clean and dry condition and adequately covered a receptacle for garbage,

b must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,

c for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the landlord and at a time not more than 12 hours before the time at which garbage is normally collected,

d when the garbage has been collected, must promptly return the receptacle to the flat or other area referred to in paragraph (a),

e must not place any thing in the receptacle of the owner or occupier of any other flat except with the permission of that owner or occupier, and

f must promptly remove any thing which the tenant or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.

Special Condition 16 - Keeping of animals

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

Special Condition 17 - Appearance of flat

1 The tenant must not, without the written consent of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.

2 This special condition does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in Special Condition 10.

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

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

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NOTES.

1. Definitions

In this agreement:

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

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

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

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

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

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

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

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

6. Warning

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

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RESIDENTIAL TENANCY AGREEMENT

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

SIGNED BY THE LANDLORD

In the presence of: Cassie Davis
(Name of witness)

(Signature of witness)

(Signature of landlord)

SIGNED BY THE TENANT

In the presence of: Catherine Smith
(Name of witness)

(Signature of witness)

(Signature of tenant)

In the presence of:
(Name of witness)

(Signature of witness)

(Signature of tenant)

In the presence of:
(Name of witness)

(Signature of witness)

(Signature of tenant)

In the presence of:
(Name of witness)

(Signature of witness)

(Signature of tenant)

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

(Signature of tenant)

(Signature of tenant)

(Signature of tenant)

(Signature of tenant)

For information about your rights and obligations as a landlord or tenant, contact:
(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, 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

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New tenant checklist

What you must know before you sign a lease

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

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

If applicable, you should also receive:

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

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

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

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

The lease

☐ I have read the lease and asked questions if there were things I did not understand.

☐ I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

☐ I know that I must be offered at least **one** way to pay the rent that does not involve paying a fee to a third party.

☐ I know that any additional terms to the lease must be negotiated before I sign.

☐ I have checked that all additional terms to the lease are legal. For example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

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

☐ I have made sure these have already been done

or

☐ I have an undertaking in writing (before signing the lease) that they will be done.

Upfront costs

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

☐ more than 2 weeks rent in advance, unless I freely offer to pay more

☐ more than 4 weeks rent as a rental bond.

I am **not** being charged for:

☐ the cost of preparing my lease

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

Managing your bond online

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

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

Swimming and spa pools

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

Property containing loose-fill asbestos insulation

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

What tenants must be told

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

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

After you move in

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

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

Top tips for problem-free renting

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

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

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

Further information

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

The NSW Government funds a range of community based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Go to the Tenants Union website at www.tenants.org.au for details of your nearest service or check your local phone directory.

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

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

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

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REINSW

Email Service of Notices and Documents Consent Form

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

Date _____

I/We _____

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

_____

_____ Postcode 2799 **("Premises")**

being served electronically via email _____

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

I/We _____

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

Concode Pty Ltd

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

Signatures of the consenting party/s:

_____ Date: _____ _____ Date: _____

Please return this form signed to:

Agent Concode Pty Ltd

Trading as Blayney Real Estate

Address 113 Adelaide Street

Blayney, NSW Postcode 2799

Phone 02 6368 2507 Fax 02 6368 2031 Email blayneyre@bigpond.com

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