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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Rudy Yonson Real Estate** **885 Mate Street, North Albury, NSW 2640** **Australia**	**Phone: (02) 6040 6818** **Ref: Rudy Yonson**
co-agent		
vendor	**Michael Raymond Dashwood and Karena Louise Dashwood**	
vendor's solicitor	**Complete Property Conveyance** **4/567 Englehardt Street, ALBURY NSW 2640** **PO Box 717, Jindera NSW 2642** **Email: bethany@cpconveyance.com.au**	**Phone: 6021 3373** **Ref: BC:22140** **Bethany Chamings**
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**20 Kennedia Street, Thurgoona, New South Wales 2640** **Registered Plan: Lot 296 Plan DP 748655** **Folio Identifier 296/748655**	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as 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	☐ air conditioning	☒ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☒ curtains	☒ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☒ TV antenna
	☒ other: smoke alarm			

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

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

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

buyer's agent

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

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		**PURCHASER (COMPANY)**	
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

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

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

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

Land tax is adjustable	☒ NO	☐ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an 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 *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide details)

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

***GSTRW payment* (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to the off the plan contract

Other

- ☐ 60

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

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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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:

APA Group	**NSW Department of Education**
Australian Taxation Office	**NSW Fair Trading**
Council	**Owner of adjoining land**
County Council	**Privacy**
Department of Planning and Environment	**Public Works Advisory**
Department of Primary Industries	**Subsidence Advisory NSW**
Electricity and gas	**Telecommunications**
Land and Housing Corporation	**Transport for NSW**
Local Land Services	**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. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
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;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
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);
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;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
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*;
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*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being 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*;
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);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW 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);
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*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
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;*
populate	to complete data fields in the *Electronic Workspace*;

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
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;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
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 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

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

3 Deposit-bond

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

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

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

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

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

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

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

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

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

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *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*.

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8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

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

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

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

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13 Goods and services tax (GST)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

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

14.2 The *parties* must make any necessary adjustment on completion, and –

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

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

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

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

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

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

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

14.5 The *parties* must not adjust any first home buyer choice property tax.

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

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

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

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

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

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

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

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

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

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

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

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

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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

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

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

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

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

24 Tenancies

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

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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 –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

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

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

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

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

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

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

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

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

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

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

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

20 Kennedy Street, Thurgoona NSW 2640

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

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

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

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

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

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

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

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

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

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

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

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN **Michael Raymond Dashwood and Karena Louise Dashwood** of 2/6 Central Avenue, Mooroolbark, VIC 3138 and 7 Rundel Close, Lilydale, VIC 3140 Australia (**Vendor**)

AND of (**Purchaser**)

---

1. Inconsistency

If there is any inconsistency in the Contract between the printed clauses and these special conditions, the special conditions prevail to the extent of that inconsistency.

2. Alterations to print form

a) Clause 6.2 is deleted;
b) Clause 7.1.1, replace 5% with 2%;
c) Clause 23.5.2, the words "but is disclosed in this contract" is deleted; and
d) Clause 25 of this Contract is deleted.

3. Notice to complete

If any party is entitled to serve a notice to complete, the parties agree as follows:

a) 14 days is a reasonable time for any notice to complete;
b) The notice to complete cannot require completion outside the hours of 11am and 4pm;
c) The party serving the notice to complete reserves the right to withdraw the notice;
d) The party serving the notice to complete reserves the right to issue further notices to complete; and
e) The party receiving the notice to complete is responsible to pay the costs of the party serving the notice to complete of $330.00 (inclusive of GST).

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

The parties agree that interest payable pursuant to this condition is a genuine pre-estimate of the Vendor's loss as a result of the purchaser's failure to complete on or before the completion date.

It is an essential term of the contract that interest due is paid on completion.

5. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract

by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

6. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

(a) In its present condition and state of repair;
(b) Subject to all defects latent and patent;
(c) Subject to any infestations and dilapidation;
(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

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

7. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

8. Electronic Signatures

The parties agree to accept, for the purpose of exchange of Contracts, signatures by either the Vendor or Purchaser which are facsimile, photocopy, or any other form of electronic signatures.

The parties agree that they shall not make any requisitions, objection or claim or delay in completion due to the matter of execution of this Contract as at the exchange date.

9. Recovery of the full deposit

The deposit payable pursuant to this Contract is that amount which represents 10% of the purchase price.

If the Vendor has accepted an exchange of Contracts with an amount of less than the full deposit paid, the difference between the deposit payable and the amount actually paid is due and must be immediately paid to the Vendor's agent upon either:

a) The date fixed for completion of this Contract; and
b) Upon demand made by the Vendor in consequence of any breach of the Contract by the Purchaser.

The deposit payable by the Purchaser is forfeited to the Vendor if the Vendor becomes entitled to terminate this Contract.

If the Purchaser fails to comply with any of the obligations of this clause, the deposit payable is recoverable immediately from the Purchaser as a liquidated debt, whether or not the Vendor terminates the Contract.

10. Release of Deposit

The Purchaser agrees and acknowledges that by their execution of this Contract, they irrevocably authorise the agent to release the deposit held, less any commission and marketing, to the Vendor's conveyancers trust account immediately upon unconditional exchange of Contracts.

Upon receiving the deposit, the Vendor's Conveyancer will then become the deposit holder as defined in the Contract.

The Vendors legal representative is to create a source fund entry into the PEXA workspace for the deposit held. The deposit is then authorised to be distributed in the PEXA financial settlement.

The deposit is to be paid into the following account:

Complete Property Conveyance Trust Account
National Australia Bank
BSB: 082 842
ACC: 364 341 850
Ref: 22140 Dashwood

Cyber Security: It is highly recommended that you telephone our office on 02 6021 3373 to verbally confirm these account details prior to making any transfer.

11. COVID -19 (Coronavirus)

This clause applies whilst ever the Federal, NSW State or Local Government area in which the dwelling is situated, is managing the Covid-19 outbreak as a Health Emergency or a State Emergency is declared by the NSW Government:

a) In the event any party to the Contract is required to undertake self-isolation or is quarantined and/or admitted to hospital, the affected party will notify the other party immediately;
b) If completion does not take place by the completion date as provided for in Clause 15 as a result of clause (a) then the completion date is extended by 14 days.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 296/748655

SEARCH DATE	TIME	EDITION NO	DATE
19/9/2022	12:15 PM	8	12/6/2018

LAND

LOT 296 IN DEPOSITED PLAN 748655
AT THURGOONA
LOCAL GOVERNMENT AREA ALBURY CITY
PARISH OF ALBURY COUNTY OF GOULBURN
TITLE DIAGRAM DP748655

FIRST SCHEDULE

MICHAEL RAYMOND DASHWOOD
KARENA LOUISE DASHWOOD
AS JOINT TENANTS (T AN405638)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
2 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY:
DP748655 -TO DRAIN WATER AND SEWAGE 2 WIDE
3 DP748655 RESTRICTION(S) ON THE USE OF LAND
4 AN405639 MORTGAGE TO PEPPER FINANCE CORPORATION LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Admin-ADMIN- PRINTED ON 19/9/2022

* 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.
Hazlett Information Services 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 PropertyAct 1900.
Date and Time of Search: Mon Sep 19 02:15:28 2022
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Req:R480271 /Doc:DP 0748655 P /Rev:28-Oct-1992 /NSW LRS /Pgs:ALL /Prt:19-Sep-2022 12:25 /Seq:1 of 2
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PLAN FORM 2

Plan Drawing only to appear in this space

• OFFICE USE ONLY

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE: *WOD 6410/9-2*

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

	10	20	30	40	50	60	70	Table of mm	110	120	130	140	

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 17th September, 1987

DP 748655

Registered: 28.8.1987

Title System: TORRENS

Purpose: SUBDIVISION

Ref Map PARISH

Last Plan DP 738018

PLAN OF SUBDIVISION OF LOT 212 D.P.738018

Reduction Ratio 1 : 1000

Lengths are in metres

Mun./Shire City: ALBURY

Locality: THURGOONA

Parish: ALBURY

County: GOULBURN

This is sheet 1 of my plan in 2 sheets

(Delete if inapplicable)

JOHN STANLEY STRONG
FISHER CLELLAND TURNER & POWER (NZ) PTY LTD
P.O. BOX 317 WARRNAMBOOL VIC. 3280

surveyor registered under the Surveyors Act, 1928, as amended hereby certify that the survey represented in this plan is accurate and has been made *(1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933 and was completed on *

25.5.87

Signature

Datum Line of Azimuth: X - Y

*Strike out either (1) or (2) *Insert date of survey*

Panel for use only for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user

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

1 EASEMENT TO DRAIN WATER AND SEWAGE 2 WIDE

2 EASEMENT TO DRAIN WATER AND SEWAGE 3.5 WIDE

3 EASEMENT FOR ELECTRICITY SUPPLY 1.0 WIDE

4 RIGHT OF FOOTWAY

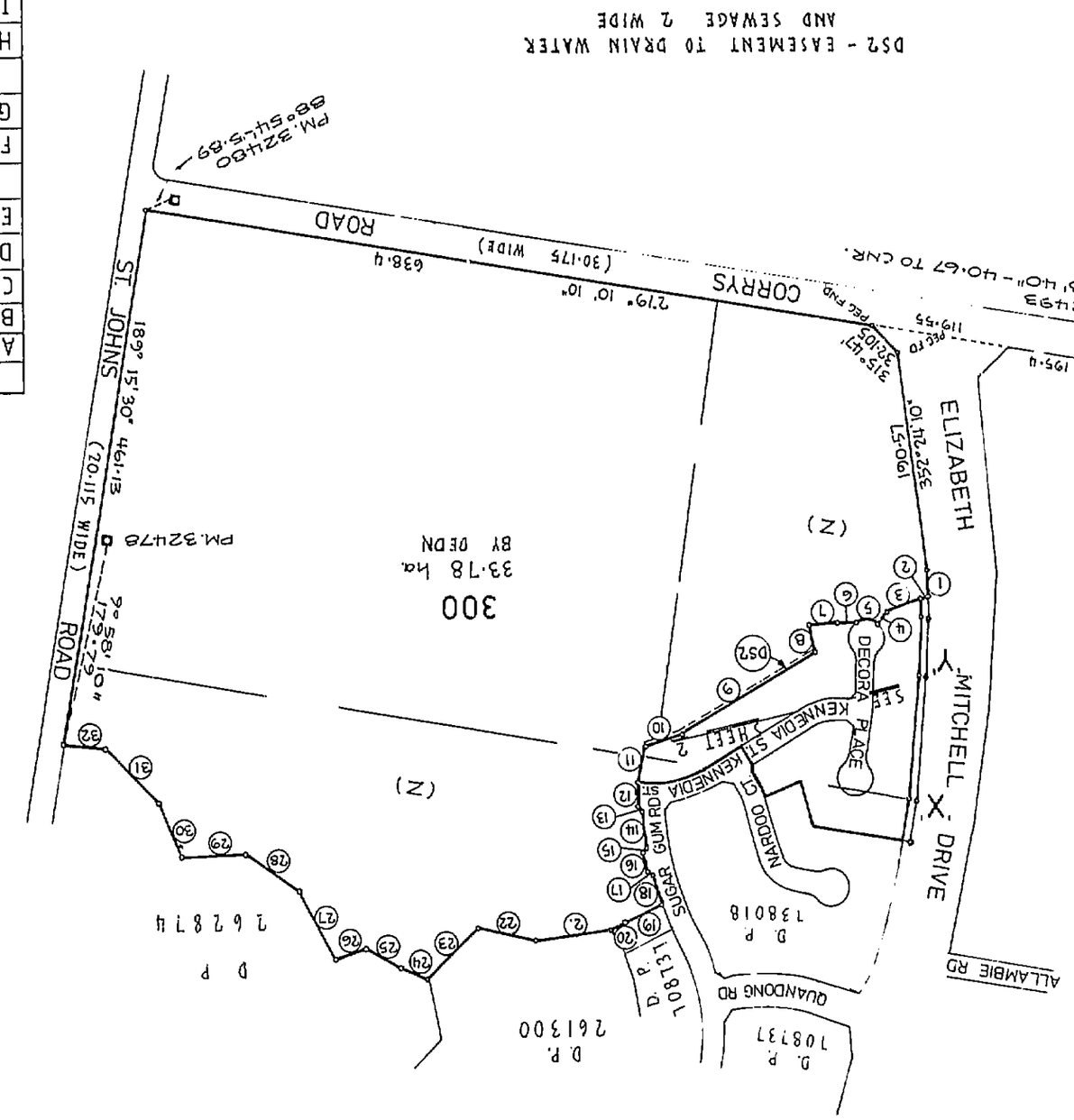
5. RIGHT OF CARRIAGEWAY AND EASEMENT TO DRAIN WATER

6. EASEMENT FOR TELEPHONE 1.0 WIDE.

7. RESTRICTIONS ON USE

SCHEDULE OF PERMANENT MARKS					
A	PM DH&W§	329° 34'	5.555- 13.55	DP738018FD	
B	PM DH&W§	329° 34'	5.495- 13.445		
C	PM DH&W§	2° 32'	5.445 -13.445		
D	PM DH&W§	5° 16'	8.37- 18.19		
E	PM DH&W§	62° 12'	10.405		
		313° 31'	10.49		
F	PM DH&W§	277° 51'	4.355- 10.345		
G	PM DH&W§	275° 12'	4.775 & 255° 50'	16.59	
	SSM55443	275° 12'	4.40		
H	PM DH&W§	272° 32'	4.46- 10.475		
I	PM DH&W§	128° 12'	10.405		
		236° 52'	10.32		
J	PM DH&W§	329° 34'	5.505-13.445	DP738018FR	

REFERENCE TO BOUNDARIES					
NO	LINE OR CHORD		ARC	RAD	
1	356° 35'	21.02			
2	70° 46' 40"	11.92			
3	70° 46' 40"	31.08			
4	34° 43'	14			
5	95° 33'	18.72	20.22	15	
6	92° 41'	16.375			
7	84° 23'	25			
8	348° 37'	25			
9	59° 34'	135.8			
10	73° 16'	33.325			
11	12° 02' 40"	32.34			
12	356° 47'	20.125			
13	313° 59'	5.925			
14	352° 28' 40"	33.14	33.16	290	
15	32° 48'	5.75			
16	346° 52'	15			
17	300° 57'	5.15			
18	342° 01' 40"	25.99	26	290	
19	67° 28'	34.715			
20	62° 32'	13.985			
21	81° 24' 40"	66			
22	109° 04' 40"	50			
23	46° 04' 40"	61			
24	113° 45'	26			
25	118° 14' 40"	34.5			
26	71° 29' 10"	29.49			
27	152° 51'	67.5			
28	124° 50' 40"	57			
29	86° 10'	57			
30	158° 38'	54.16			
31	135° 38'	64.32			
32	96° 15' 20"	36.74			



Signatures and seals only

Council Clerk'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 section 38B of the Metropolitan Water Sewerage and Drainage Act, 1924, as amended, Fahrhout District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed *insert 'new road', 'subdivision' or 'consolidated lot') set out herein

Subdivision No.

Date

(Signature)

Council Clerk

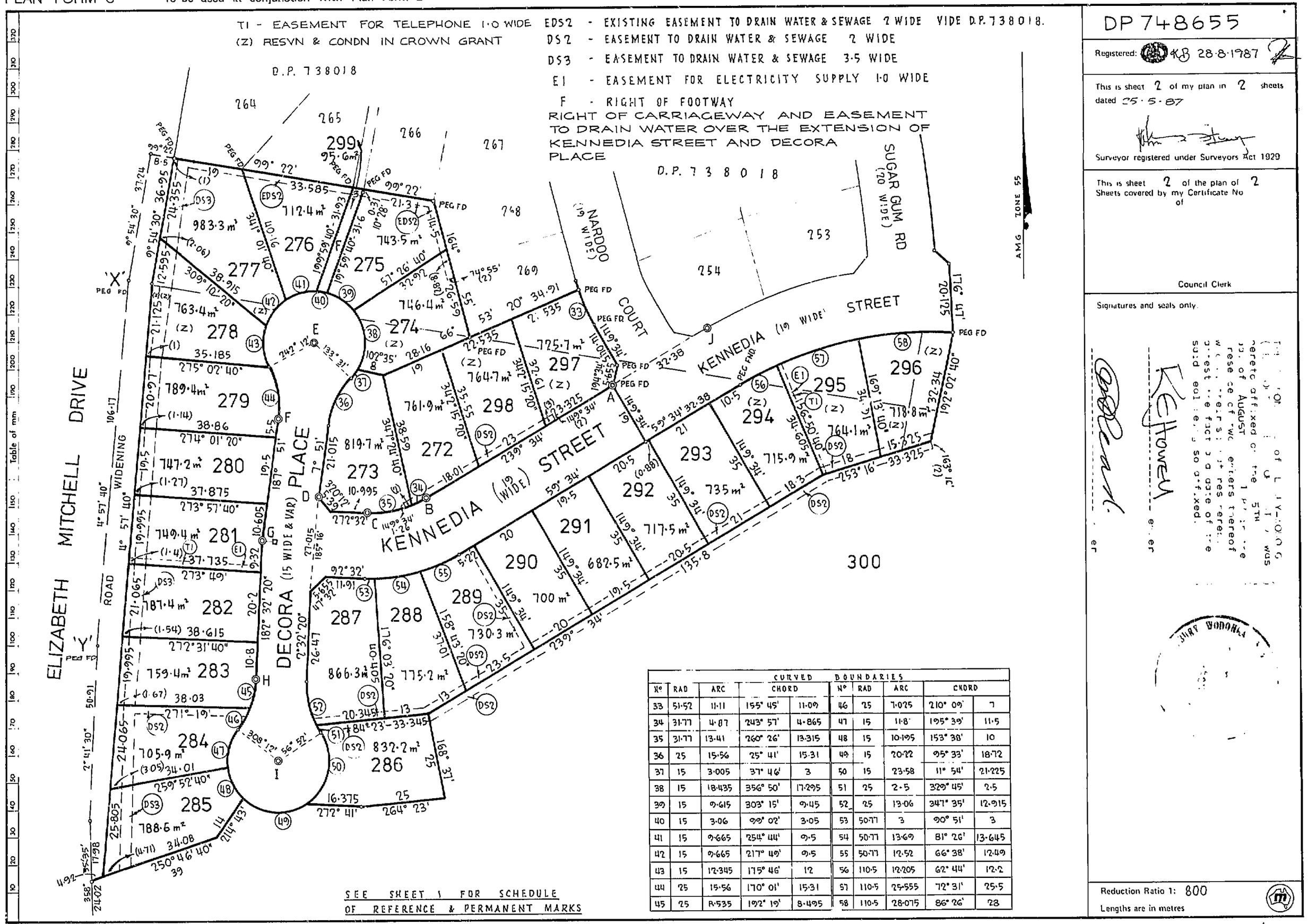
*This part of certificate to be deleted where the application is only for a consolidation (or the opening of a new road or where the land is subdivided is wholly outside the areas of operations of the Metropolitan Water Sewerage and Drainage Board and the Hunter District Water Board.

*Delete if inapplicable.

PLAN FORM 3 To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION • OFFICE USE ONLY

TI - EASEMENT FOR TELEPHONE 1·0 WIDE
(Z) RESVN & CONDN IN CROWN GRANT

EDS2 - EXISTING EASEMENT TO DRAIN WATER & SEWAGE 2 WIDE VIDE D.P. 738018.
DS2 - EASEMENT TO DRAIN WATER & SEWAGE 2 WIDE
DS3 - EASEMENT TO DRAIN WATER & SEWAGE 3·5 WIDE
E1 - EASEMENT FOR ELECTRICITY SUPPLY 1·0 WIDE
F - RIGHT OF FOOTWAY
RIGHT OF CARRIAGEWAY AND EASEMENT TO DRAIN WATER OVER THE EXTENSION OF KENNEDIA STREET AND DECORA PLACE



CURVED BOUNDARIES									
N°	RAD	ARC	CHORD		N°	RAD	ARC	CHORD	
33	51·52	11·11	155° 45'	11·09	46	25	7·075	210° 09'	7
34	31·77	4·87	243° 57'	4·865	47	15	11·8	195° 39'	11·5
35	31·77	13·41	260° 26'	13·315	48	15	10·195	153° 38'	10
36	25	15·56	25° 41'	15·31	49	15	20·72	95° 33'	18·72
37	15	3·005	37° 46'	3	50	15	23·58	11° 54'	21·225
38	15	18·435	356° 50'	17·295	51	25	2·5	329° 45'	2·5
39	15	9·615	303° 15'	9·45	52	25	13·06	347° 35'	12·915
40	15	3·06	90° 02'	3·05	53	50·77	3	90° 51'	3
41	15	9·665	254° 44'	9·5	54	50·77	13·69	81° 26'	13·645
42	15	9·665	217° 48'	9·5	55	50·77	12·52	66° 38'	12·49
43	15	12·345	175° 46'	12	56	110·5	12·205	62° 44'	12·2
44	25	15·56	170° 01'	15·31	57	110·5	25·555	72° 31'	25·5
45	25	R·535	192° 19'	8·495	58	110·5	28·075	86° 26'	28

DP 748655

Registered: KB 28·8·1987

This is sheet 2 of my plan in 2 sheets dated 25·5·87

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 Sheets covered by my Certificate No of

Council Clerk

Signatures and seals only.

Reduction Ratio 1: 800
Lengths are in metres

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE. WOD 640/9

AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 17th September, 1987

Req:R480271 /Doc:DP 0748655 P /Rev:28-Oct-1992 /NSW LRS /Pgs:ALL /Prt:19-Sep-2022 12:25 /Seq:2 of 2
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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 12th June, 1991



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

Lengths are in metres

DP 748655

PART 1

Plan:

Subdivision of Lot 272 D.P. 738018

Full name and address of Proprietor of the land

Albury-Wodonga (New South Wales) Corporation, 15 McKoy Street, Wodonga 3690 or DX 5812 Albury N.S.W.

1. Identity of easement firstly referred to in abovementioned plan.

Easement to drain water and sewage 2 wide

Schedule of Lots, etc. affected

Lots Burdened					Name of Authorities benefited
272	287	291	295	300	Albury-Wodonga (New South Wales) Corporation and the Council of the City of Albury.
273	288	292	296		
284	289	293	297		
286	290	294	298		

2. Identity of easement secondly referred to in abovementioned plan.

Easement to drain water and sewage 3.5 wide.

Schedule of Lots, etc. affected

Lots Burdened			Name of Authorities benefited
277	280	283	Albury-Wodonga (New South Wales) Corporation and the Council of the City of Albury.
278	281	284	
279	282	285	

3. Identity of easement thirdly referred to in abovementioned plan.

Easement for electricity supply 1.0 wide

Schedule of Lots, etc. affected

Lots Burdened	Name of Authority benefited
281	Murray River County Council
295	

4. Identity of easement fourthly referred to in abovementioned plan.

Right of Footway

Schedule of Lots, etc. affected

Lots Burdened	Name of Authorities benefited
299	Albury-Wodonga (New South Wales) Corporation and the Council of the City of Albury.

5. Identity of easement fifthly referred to in abovementioned plan

Right of Carriageway and easement to drain water

Schedule of Lots, etc. affected

Land Burdened	Name of Authorities benefited
Decora Place and Extension of Kennedia Street	Albury-Wodonga (New South Wales) Corporation and the Council of the City of Albury.

6. Identity of easement sixthly referred to in abovementioned plan.

Easement for Telephone 1.0 wide

REGISTERED 20/8/1987

REGISTERED 20/8/1987

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

Lengths are in metres

PART 1

Plan:

Subdivision of Lot 272 D.P. 738018

DP 748655

Schedule of Lots, etc. affected

Lots Burdened	Name of Authority benefited
281	Telecom Australia
295	

7. Identity of restrictions seventhly referred to in abovementioned plan

Restrictions on use.

Schedule of Lots, etc. affected

Lots Burdened	Name of Authority benefited
Every Lot except lots 299 and 300.	Albury-Wodonga (New South Wales) Corporation

PART 2

3. Terms of Easement for Electricity Supply 1.0 wide thirdly referred to in abovementioned plan

"An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and overhead and underground transmission mains, wires and cables) together with the right to come and go for the purpose of inspecting, maintaining repairing, replacing and/or removing such equipment and every person authorised by the Murray River County Council (hereinafter called "the Council") to enter into and upon the servient tenement or any part thereof at all reasonable times to remain for any reasonable time with surveyors, workmen, vehicles, equipment or persons and to bring, and place and leave thereon or remove therefrom all necessary materials, machinery implements and equipment provided that the Council and the persons authorised by it will take all reasonable precautions to ensure that as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition."

Name of persons empowered to release, vary or modify easement thirdly referred to in abovementioned plan.

The Murray River County Council

6. Terms of Easement for Telephone 1.0 wide sixthly referred to in abovementioned plan.

"An easement for the transmission of telecommunications and for the purpose to install all necessary equipment (including overhead and underground wires and cables) together with the right to come and go for the purpose of inspecting, maintaining, repairing, replacing and/or removing such equipment and every person authorised by Telecom Australia to enter into and upon the servient tenement or any part thereof at all reasonable times to remain for any reasonable time with surveyors, workmen, vehicles, equipment or persons and to bring, and place and leave thereon or remove thereform all necessary materials, machinery implements and equipment provided that Telecom Australia and the persons authorised by it will take all resonable precautions to ensure that as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition."

Name of persons empowered to release, vary or modify easement sixthly referred to in abovementioned plan.

Telecom Australia

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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

10 20 30 40 50 60 70 Table of mm 110 120 130 140

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2

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

Lengths are in metres

PART 2

Plan: DP 748655

Subdivision Of Lot 272 D.P. 738018

7. Terms of Restrictions on use seventhly referred to in abovementioned plan.

(a) That the land hereby transferred shall not at any time be developed, or any present development thereon altered, except in accordance with the provisions of the Development Control Plan No. 20 Corry's Wood Estate Stage 3, Thurgoona as prepared and approved by the Albury-Wodonga Development Corporation pursuant to Section 72 of the Environmental Planning and Assessment Act 1979 or such other development control plan or environmental planning instrument as shall from time to time be approved by any responsible planning and development authority.

(b) No dwelling house, building, fence, advertisement or hoarding shall be built, constructed or erected on any of the lots except in accordance with plans (which shall indicate the size, design and materials from which the same is to be built, constructed or erected) previously approved in writing by the Albury-Wodonga (New South Wales) Corporation.

(c) No fence, hedge, rockery or similar structure shall be built, constructed or erected on any part of the front boundary of any lot or in any part of the boundaries abutting a street where the lot is a corner allotment without the prior written consent of the Albury-Wodonga (New South Wales) Corporation.

(d) No fence, hedge, rockery or similar structure shall be built, constructed or erected on either the side boundary of any lot or elsewhere on such lot where such fence, hedge or rockery stands forward of the side boundary nib security wall or fence joining the dwelling to the side boundary without prior written consent of the Albury-Wodonga (New South Wales) Corporation.

(e) No building shall be built, constructed or erected on any lot that is not in accordance with plans previously approved in writing by the Albury-Wodonga (New South Wales) Corporation.

(f) No dwelling house erected on any lot shall be occupied or be permitted or suffered to be occupied until the completion of all works in accordance with any conditions contained in the approval of the Albury-Wodonga (New South Wales) Corporation.

(g) No trade or business of any kind whatsoever or any activity of any kind which might be offensive or injurious to the amenity of the neighbourhood of any lot shall be permitted or suffered to be carried on upon any lot.

(h) No main building erected on any lot shall at any time be used for any purpose than a self contained dwelling house.

(i) No claim or demand shall be made or brought by the Registered Proprietor of any lot against the Albury-Wodonga (New South Wales) Corporation arising out of or in any way related to the cost of the erection of any fence along the common boundary of such lot and any adjoining land owned by the Albury-Wodonga (New South Wales) Corporation.

Name of person empowered to release, vary or modify restriction seventhly referred to in the abovementioned plan.

Albury-Wodonga (New South Wales) Corporation

THE COMMON SEAL of ALBURY-WODONGA (NEW SOUTH WALES) CORPORATION was hereto affixed on the 5TH day of AUGUST 1987 in the presence of two Members thereof who by their signatures hereby attest the fact and date of the said Seal being so affixed.

R E Howell ----------Member

----------Member

ALBURY-WODONGA (NEW SOUTH WALES) CORPORATION Common Seal

REGISTERED 28/8/1987 SB

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AlburyCity

Parcel Number: 26481
Your Reference: 22140 Dashwood

PLANNING CERTIFICATE

Section 10.7(2)
Certificate Number: 36770
Date Issued: 20/09/2022

Complete Property Conveyance
567 Englehardt Street
ALBURY NSW 2640

Subject Land
LOT: 296 DP: 748655
20 Kennedia Street THURGOONA NSW 2640

Owner's Details
M R Dashwood & K L Dashwood
7 Rundel Close
LILYDALE VIC 3140

1. Names of relevant planning instruments and DCPs
The name of:

(1)	each environmental planning instrument that applies to the carrying out of development on the land.	**Albury Local Environmental Plan 2010 (Gazetted 13/8/2010)** The consolidated *Albury Local Environmental Plan 2010* is the principal statutory planning document prepared by Council to guide planning decisions for the Albury Local Government area. An electronic version is available at: www.alburycity.nsw.gov.au **State Environmental Planning Policies** – Refer to Appendix 'B'
(2)	each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	**Employment Zones Reform** On 1 December 2022, Business and Industrial zones will be replaced by the new Employment zones under the Standard Instrument (Local Environmental Plans) Order 2006. The Department of Planning and Environment is currently exhibiting details of how each Local Environmental Plan that includes a current Business or Industrial zone will be amended to use the new Employment zones. The Explanation of Intended Effect (EIE) and a searchable web tool that displays the current and proposed zone for land covered in this public exhibition is available on the NSW Planning Portal www.planningportal.nsw.gov.au/employment-zones
(3)	each development control plan that applies to the carrying out of development on the land.	**Albury Development Control Plan 2010 (Adopted 13/08/2010)** The *Albury Development Control Plan 2010* contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Albury Local Government Area. An electronic version is available at: www.alburycity.nsw.gov.au
Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.		

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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)"),	***R1 - General Residential Zone***
(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 Appendix 'A'
(c)	the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	All development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is prohibited or, if listed as Exempt Development in State Environmental Planning Policy (Exempt & Complying Development Codes) 2008 or where relevant in Clause 3.1 of Albury LEP 2010 (Refer to Appendix A) The demolition of all houses and most buildings or structures on the land require development consent unless it is Exempt Development.
(d)	the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Appendix '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,	This land is subject to the planning provisions of clause 4.1-Minimum Subdivision Lot Size of the Albury Local Environment Plan 2010 and the relevant requirements of the Albury Development Control Plan 2010.
(f)	whether the land includes or comprises critical habitat	None apply
(g)	whether the land is in a conservation area (however described),	None apply
(h)	whether an item of environmental heritage (however described) is situated on the land.	None apply

3. Complying development

(1)	The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development codes) 2008.*	**Housing Code** Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
(2)	The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.	**Rural Housing Code** Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
(3)	If the council does not have sufficient information to ascertain the extend to which complying development may or may not be carried out on	**Low Rise Housing Diversity Code** Complying Development may be carried out on the land under the Low Rise Housing Diversity Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and

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 Codes) 2008. **Greenfield Housing Code** Complying Development may not be carried out under the Greenfield Housing Code as the subject land is not within the designated Greenfield Housing Code Area. **Inland Code** Complying Development may be carried out on the land under the Inland Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Housing Alterations Code** Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **General Development Code** Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Demolition Code** Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Commercial and Industrial Alterations Code** Complying Development may be carried out on the land under the Commercial and Industrial Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Container Recycling Facilities Code** Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code. **Subdivision Code** Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. **Commercial and Industrial (New Building and**

	Additions) Code Complying Development may not be carried out under the Commercial & Industrial (New Buildings and Additions) Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code. **Fire Safety Code** Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Disclaimer: This certificate only addresses matters raised in Clause 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.	

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

In relation to a coastal council – whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).	None apply
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 the *Coal Mine Subsidence Compensation Act 2017.*	This land is not proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017.*

6. Road widening and road realignment

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

(a) Division 2 of Part 3 of the *Roads Act 1993*, or (b) any environmental planning instrument, or (c) any resolution of the council.	The land is not in close proximity to the ring road. The land is not affected by road widening or road re-alignment under Divison 2 or Part 3 of the Roads Act 1993 or a resolution by AlburyCity Council.

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

Whether or not the land is affected by a policy:

(a) adopted by the council, or (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).
None apply

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AlburyCity

7A. Flood related development controls information

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls. (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.
(3) In this clause - ***flood planning area*** has the same meaning as in the Floodplain Development Manual. ***Floodplain Development Manual*** means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005 ***probable maximum flood*** has the same meaning as in the Floodplain Development Manual.
None apply

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.	None apply

9. Contributions plans

The name of each contribution plan applying to the land.

Section 94 Development Servicing Plan, March 2005 as amended This plan details charges to be levied on development, lodged prior to 30 June 2014.
Section 64 Development Servicing Plan, July 2004 as amended This plan details charges to be levied on development, lodged prior to 30 June 2014.
Albury Infrastructure Contributions Plan 2014 This plan details the Local Infrastructure Contributions, including Section 64 contributions, Section 7.11 (formerly Section 94) contributions or Section 7.12 (formerly Section 94A contributions), to be levied on development and complying development lodged from 1 July 2014, to meet the cost of new and upgraded Local Infrastructure, Water and Wastewater Management Works. The *Albury Infrastructure Contributions Plan 2014* is available to view on Council's website: www.alburycity.nsw.gov.au

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.
Yes, applies. The Minister of Climate Change and the Environment has by Order Conferring biodiversity certification on the Albury Local Environmental Plan 2010 (except where amended by Biodiversity Certification of Environmental Planning Instruments Order 2017 dated 21 November 2017) conferred Biodiversity Certification on the subject land on 16 February 2011. Biodiversity Certification takes effect from the date of publication of this Order in the Government Gazette, being 25 February 2011, and following extension on 15 February 2021, shall remain in force for a period of up to five years, expiring on 24 February 2026.
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 biodiversity stewardship site under the biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).	None that Council is aware of.
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.*	

AlburyCity

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).	None that Council is aware of.

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.	None apply

12. Property vegetation plans

If the land is land to which a property vegetation plan 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).	None apply

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).	None that Council is aware of.

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.	None apply

15. Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 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 88(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.	None apply

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.	None that Council is aware of.

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 21(1) or 40(1) of	None that Council is aware of.

	State Environmental Planning Policy (Housing) 2021, that have been imposed as a condition of consent to a development application in respect of the land.	

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.	None apply
(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.	

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:		None that Council is aware of.
(a)	the matter certified by the certificate, and **Note:** A site verification certificate sets out the Planning Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land – see Chapter 2, Part 2.4, Division 3 of *State Environmental Planning Policy (Resources and Energy) 2021*.	
(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.	

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.

None apply

Information regarding loose-fill asbestos insulation

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

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

Contact NSW Fair Trading for further information.

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.	None that Council is aware of.
(2)	A statement of: (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.	
(3)	In this clause: ***affected building notice*** has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017.* ***building product rectification order*** has the same meaning as in the *Building Products (Safety) Act 2017.*	

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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,	None apply
(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,	None apply
(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,	None apply
(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,	None apply
(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.	None apply
Contaminated Land: The council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions under relevant State legislation is warranted.		

NOTATIONS:

Threatened Species
None apply

Other Development Constraints
None apply

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GENERAL COMMENTS

See Appendix A for the objectives of the zones affecting the subject land.

Planning Instruments and the *Albury Development Control Plan 2010* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.

Albury Development Control Plan 2010 complements the provisions *of Albury Local Environmental Plan 2010* and contains the detailed planning provisions relating to development standards and guidelines which will be considered by Council when assessing a development application.

The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.

The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a *Regional Environmental Plan*, *State Environmental Planning Policy, Albury Local Environmental Plan 2010* or *Albury Development Control Plan 2010*. In these circumstances any such covenant, agreement or instrument may be overwritten under clause 1.9A of the *Albury Local Environmental Plan 2010*.

David Christy
Service Leader City Development
Infrastructure, Planning and Environment

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APPENDIX 'A' to the PLANNING CERTIFICATE

R1 – GENERAL RESIDENTIAL ZONE

Land Use Table

1. **Objectives of the R1 General Residential Zone**

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To encourage affordable housing.
- To encourage medium density housing that is designed to achieve a high standard of amenity.

2. **Permitted without consent**

Environmental protection works; Home-based child care; Home occupations

3. **Permitted with consent**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Helipads; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Tank-based aquaculture; Water recycling facilities; Any other development not specified in item 2 or 4.

4. **Prohibited**

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

Development in the R1 General Residential Zone

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (Codes SEPP) and Clause 3.1 of the Albury LEP 2010 allows certain types of development, known as "Exempt Development" to be undertaken generally without development consent on the subject property. Please visit the NSW Planning Portal for more information https://www.planningportal.nsw.gov.au/ .

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APPENDIX 'B' to the PLANNING CERTIFICATE

Full copies of each State Environmental Planning Policy are available online at NSW Legislation website.

State Environmental Planning Policy No. 65 (Design Quality of Residential Apartment Development) 2002
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2002-0530

State Environmental Planning Policy (BASIX) 2004
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2004-0396

State Environmental Planning Policy (Exempt and Complying Development) 2008
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2008-0572

State Environmental Planning Policy (Housing) 2021
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2021-0714

State Environmental Planning Policy (Transport and Infrastructure) 2021
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2021-0732

State Environmental Planning Policy (Primary Production) 2021
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2021-0729

State Environmental Planning Policy (Biodiversity and Conservation) 2021
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2021-0722

State Environmental Planning Policy (Resilience and Hazards) 2021
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2021-0730

State Environmental Planning Policy (Industry and Employment) 2021
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2021-0723

State Environmental Planning Policy (Resources and Energy) 2021
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2021-0731

State Environmental Planning Policy (Planning Systems) 2021
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2021-0724

State Environmental Planning Policy (Precincts – Regional) 2021
www.https://legislation.nsw.gov.au/view/html/inforce/current/epi-2021-0727/lh

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CITY OF ALBURY

Plan of House Drainage

FOR

KENNEDIA ST

Detail Plan No. .....

Drainage Plan No. 14209

House No. 20 Lot No. 296

Fee, including inspection .....

Amendment Fee,

B.—Bend
B.T.—Boundary Trap
C.I.P.—Cast Iron Pipe
D.T.—Disconnector Trap
E.V.—Educt Vent
G.D.T.—Gully Disconnector Trap
G.S.T.—Gully Silt Trap
G.T.—Gully Trap
Gr.T.—Grease Trap
G.W.I.P.—Galv. Wrought Iron Pipe
I.B.—Inspection Bend
I.J.—Inspection Junction
I.P.—Inspection Pipe
I.V.—Induct Vent
M.H.—Man-hole
S.I.V.P.—Soil Induct Vent Pipe
S.P.V.—Standard Property Vertical
S.V.P.—Soil Vent Pipe
V.—Vertical
V.C.P.—Vitrified Clay Pipe

Scale: 1:500

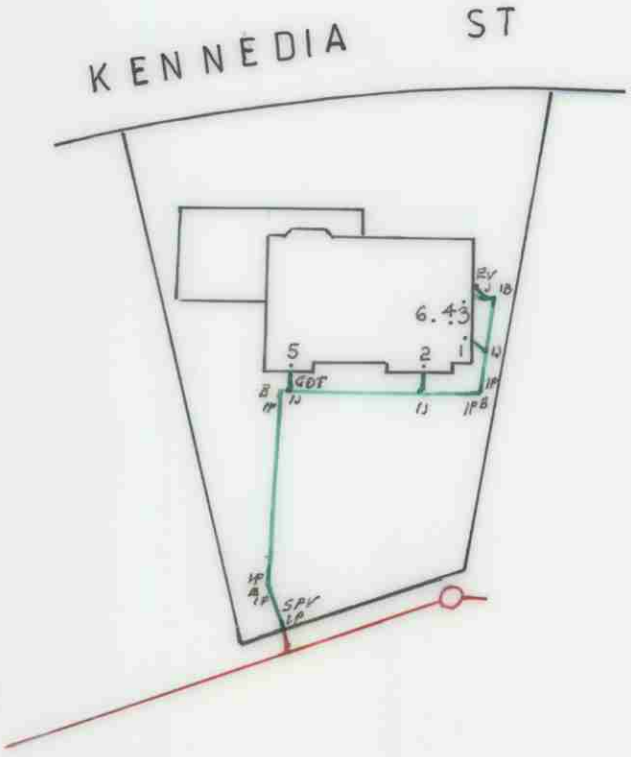
Date ..... Drawn by ..... W. & S. Engineer ..... C.E.

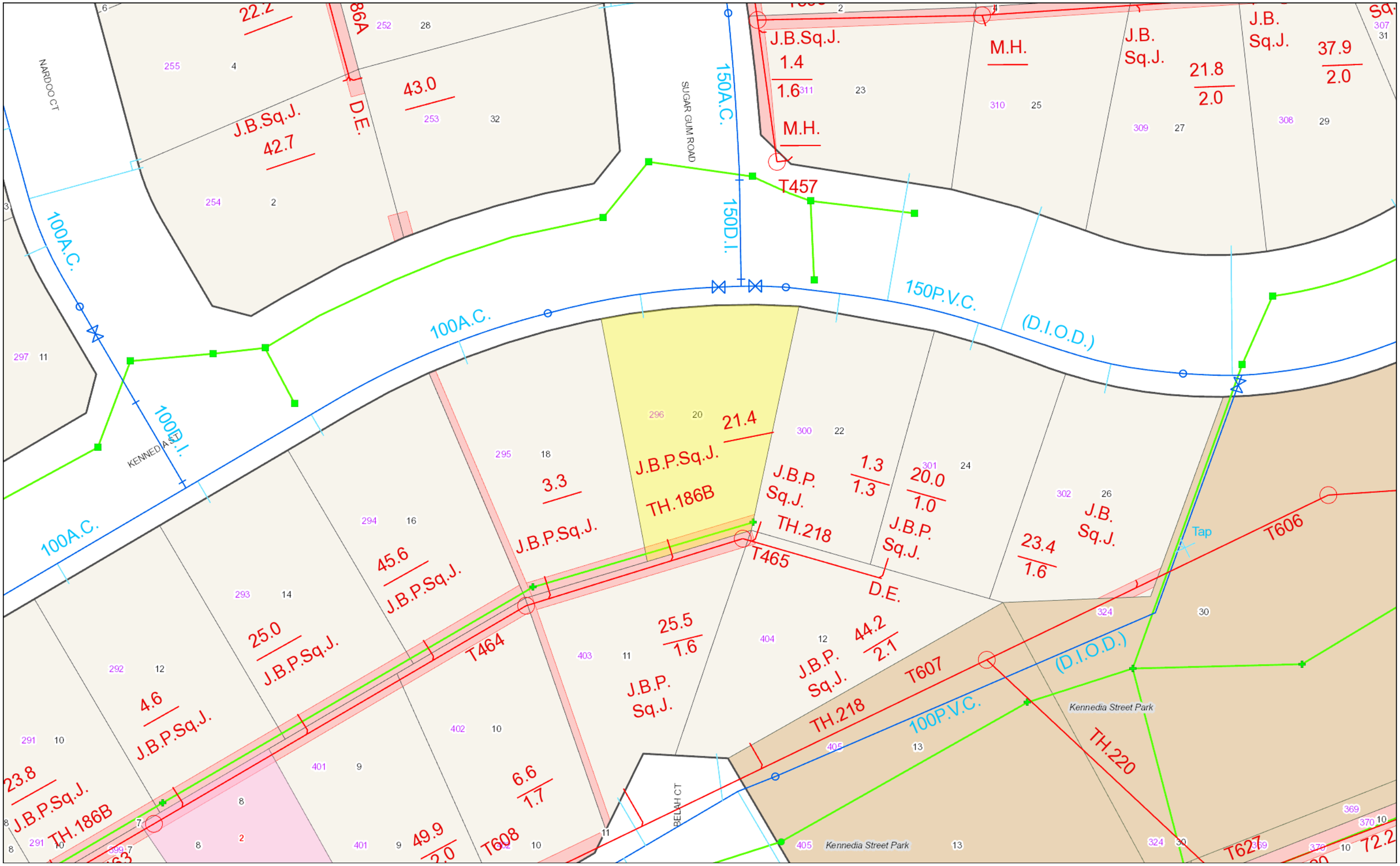
Junction about 21·4 from down stream M.H. No. ..... Depth, approx 1·4

1. W.C.
2. Tubs.
3. Bath.
4. Basin.
5. Sink
6. Shower
7. Urinal

NOTE:
1. Floor wastes to comply with ORD. 70, C1.47.8 Building Reg's.
2. Floor gullies to comply with ORD. 46, C1.139 Plumbing Reg's.

NOTICE TO DRAINERS:
3. If the drainer fails to find the junction at the location specified on this plan he shall investigate 2 metres either side prior to notifying Council's Water & Sewerage Department.





Stormwater - GIS | Stormwater - CAD | Water Raw | Water Private | Water Reticulation System | Water Service Connections | Sewer Private | Sewer Junction | Sewer

DISCLAIMER
Whilst all care has been taken in the preparation of this cadastral base map, AlburyCity accepts no responsibility for the accuracy of any information shown. Users should rely on their own enquiries in order to validate information shown on this map.
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Water, Sewer & Stormwater Details

MAP GRID AUSTRALIA, ZONE 55
TRANSVERSE MERCATOR PROJECTION
HORIZONTAL DATUM: GEODETIC DATUM AUSTRALIA 1994
VERTICAL DATUM: AUSTRALIAN HEIGHT DATUM 1972

SCALE:	1:500 @ A3L
GENERATED BY:	Jenny.Rowland
DATE:	20 Sep 2022 13:45

20 Kennedia Street

Metres 10 20 30

AlburyCity

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Residential Tenancy Agreement

(For a term not exceeding 3 years)

This Agreement is in 2 parts:

Part 1 – Sets out the terms of the agreement
Part 2 – Contains the condition report in respect of the residential premises

PART 1 Pages 1 -18 TERMS AND CONDITIONS OF AGREEMENT

This Agreement is made on ***Monday 10th February 2020.***

Between:

The Landlord: ***Michael Dashwood & Karena Dashwood***
Address: ***c/- Albury Property Rentals, 699 David Street, Albury NSW 2640***

Name of Landlords Agent: ***Albury Property Rentals***
Address of Landlords Agent: ***699 David Street, Albury NSW 2640***

And

The Tenant: ***Jenna La-Ramee & Mitchell Bowdren***

The Premises:
The landlord gives the tenant the right to occupy the premises at: ***20 Kennedia Street, Thurgoona 2640***
The premises are unfurnished.

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

Names of other occupants:

The rent is ***$330.00*** per week beginning on ***Thursday*** the ***13th February 2020.***

The tenant must pay in advance on the ***Wednesday*** of each ***week.***

The rent must be paid:

(a) to the landlord's agent, at 699 David Street, Albury NSW 2640
(b) at any other reasonable place indicated by the landlord or the landlord's agent, in writing
(c) into the following bank account:

Account Name:	**Albury Property Rentals Trust Account**
BSB:	**640 000 (HUME BANK)**
Account Number:	**111217073**
Reference:	**KEN20JRMB**

Payment can be made by cash, cheque or direct deposit from bank account.

Term of Tenancy:

The term of this agreement is ***12 months*** commencing on the ***13th February 2020*** and concluding on the ***12th February 2021.***

Continuation: At the end of the term the tenant can stay in the residential premises at the same rent (or at an increased rent, if the rent is increased in accordance with the Residential Tenancies Act 2010), but otherwise under the same terms unless or until the agreement is ended in accordance with the Residential Tenancies Act 2010.

The Rental Bond:

A rental bond of ***$1280.00*** has been paid by the tenant, the same is lodged with the Department of Fair Trading Rental Bonds.

Signature of tenant(s)

ALBURY PROPERTY RENTALS

Urgent Repairs:

It is important to note that urgent repairs are to be reported to the landlord's agent as soon as possibly practical. After hours urgent repairs can also be reported to the landlord's agent by phoning the agent's office number. In the event that contact with the agent has been unsuccessful, please refer to the ***"Urgent Repairs, clause 17"*** section of this agreement.

Tradespersons:

Tenants may only contact the below trades people directly if the repair is deemed urgent and the tenant has been unable to contact Albury Property Rentals. **The All Hours phone number for Albury Property Rentals is 60216 779.**

Electrician: **Steve Lowe Electrical - 0422422622**

Plumber: **Tonkin Plumbing 0260 401797 – diverts to a mobile after hours**

Break Lease:

If you are needing to break your lease before the expiry you will be required to pay the following:

1) Break lease fee (equivalent to one week's rent plus gst)
2) Compensation of the amount equivalent to one day's rent, per day until a new landlord approved tenant commences a residential tenancy agreement.
3) Advertising costs currently $250.00 plus gst per 30-day period subject to current rates at time of break lease.

Water Usage:

The tenant will be required to pay water usage in the event the property has been deemed water efficient and the property has a separate water meter.

Strata By Laws:

There are no strata or community scheme by laws applicable to this property.

Residential Premises Condition Report:

The condition report inspection relating to the condition of the premises must be completed on behalf of the landlord before or when this agreement is signed, and forms part of this agreement.

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.

Part II of this Agreement (Residential Tenancies Condition Report) has been provided to and completed by the tenants, as part of the initial tenancy which commenced on the 10th May 2018, and now forms part of this tenancy in the same capacity.

IMPORTANT NOTES ABOUT THIS AGREEMENT:

1. The tenant is entitled to have adequate time to read this agreement (and the completed condition report referred to in this agreement) and obtain appropriate advice if necessary.
2. The landlord o the landlord's agent must ensure the tenant has a copy of the Fair Trading Tenancy Checklist.
3. The landlord is require to furnish upon the tenant a copy of this agreement to keep as a record.

It is agreed and understood that the agent will take interior and exterior photographs during routine inspections for the sole purpose of reporting the condition of the property to the landlord. _____

Signed by the tenant (s

ALBURY
PROPERTY RENTALS

THE AGREEMENT

Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy.

The residential premises include the additional things (if any) noted under 'Premises'.

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 Consumer, Trader and Tenancy Tribunal.

The Agreement for information about your rights and responsibilities under this agreement, contact Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

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:

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. For information about your rights and responsibilities under this agreement, contact Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

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 For information about your rights and responsibilities under this agreement, contact Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20. 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

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 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 Consumer, Trader and Tenancy 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). For information about your rights and responsibilities under this agreement, contact Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 day's 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

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 Consumer, Trader and Tenancy 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 Consumer, Trader and Tenancy 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 For information about your rights and responsibilities under this agreement, contact Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20 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 Consumer, Trader and Tenancy 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 landlord's 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 1996, the Strata Schemes (Leasehold Development) Act 1986, 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 Consumer, Trader and Tenancy 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. For information about your rights and responsibilities under this agreement, contact Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

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.

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 – agreement to use previous condition report

41. The landlord and tenant agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated: **10th May 2018.**
forms part of this agreement.

~~**Additional term—break fee**~~

~~[Cross out this clause if not applicable]~~

42. 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: *See Page 2 of this agreement.*

~~42.1 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~~

~~42.2 if the fixed term is for more than 3 years, [specify amount]: _____ 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. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.~~

~~43. 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

[Cross out this clause if not applicable]

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

45. The landlord agrees that the tenant may keep the following animals on the residential premises:

46. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

Additional Term – Tenant's care and use of the premises

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

47.1 To clean the 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 suitable container;

47.4 To keep the ground and garden tidy and free of rubbish;

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

47.6 To do no decorating that involves painting, marking or defacing the 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 premises; (A copy of which policy will be made available to the tenant upon request);

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

47.9 To ventilate, in an adequate and timely manner, all bathroom, laundry and kitchen areas to prevent the growth of mould.

47.10 Not to remove, alter or damage any water efficiency measures installed in the premises.

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 premises at the commencement of the agreement;

48.2 The availability of telephone/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/fax plugs, antenna sockets or other such sockets or service points located in the premises are serviceable, or will otherwise meet the requirements of the tenant, and the tenants must rely upon their own enquiries.

Additional Term – Rental Bond

49. The tenant agrees not to apply any rental bond towards payment of rent without the prior written consent of the landlord.

Additional Term – Occupants

50. The tenant agrees:

50.1 Not to part with possession other than in accordance with the provisions of this agreement or the Residential Tenancies Act; and

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

Additional Term – Termination

51. The tenant agrees, upon termination of the agreement, to promptly and peacefully deliver vacant possession of the premises, which shall include the handing over of all keys, and to notify the landlord or the landlord's agent of the tenant's forwarding address.

52. Notwithstanding any termination of the agreement, the tenant acknowledges that they may be liable to pay, as compensation to the landlord, an amount equivalent to the rent until such time as all keys are returned to the landlord or the landlord's agent.

53. The landlord and the tenant agree that:

53.1 Any action by the landlord or the tenant to terminate the agreement shall not affect any claim for compensation in respect of a breach of the agreement; and

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

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

Additional Term – Statutes, by-laws and special conditions

54. The tenant agrees:

54.1 To observe all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other housing standards with respect to the premises; and

54.2 Where the premises are subject to the Strata Schemes Management Act 1996, the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Management Act 1989, to observe and comply with any applicable by-laws and/or management statements.

54.3 Where the premises are a flat (not subject to the Strata Schemes Management Act 1996 the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989) the tenant agrees to comply with the By-laws contained in Schedule 1 of this agreement.

Additional Term – Swimming Pools

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

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

~~55.1 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;~~

~~55.2 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;~~

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

55.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment; and

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

Additional Term – Rent increases during the fixed term for a fixed term of less than 2 years):

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

56.1 the rent will be increased to:

To per week on; **$340.00** on **7th May 2020.**

~~56.2 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 2 years or more)~~

~~57. By completing this clause, the parties agree that the rent will be increased during the fixed term of the agreement as follows:~~

~~57.1 the rent will be increased to~~

~~on ; and~~

~~To $_____ per _____~~

~~_____ on ___/___/___; or~~

~~57.2 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 agreement sets out the amount of the increase or the method of calculating the increase.

Additional Term – Condition report forms part of this agreement:

58. For avoidance of doubt

58.1 a condition report which accompanies this tenancy agreement, forms part of this agreement; and is dated **10th May 2018.**

58.2 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.

Tenancy Databases

59. The landlord or the landlord's agent advises that the tenant's personal information may be used and disclosed for the purpose of listing the tenant on a tenancy database.

Privacy Policy

60. The *Privacy Act* 199 (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, the 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 changes to this Privacy Policy take 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 sees and 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 the collection of rent and the preparation of required statements of accounts;
(e) Contact and liaise with goods, services and/or utility providers as instructed by the tenant;
(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) 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 limit the exchange of personal information with the relevant payment provider, were necessary); and
(j) Comply with any dispute resolution process.

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

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head lessor (in either case, if any), the legal and other advisors of the tenant landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Court and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, services and utility providers), as required by any applicable law and to any prospective or actual purchaser or 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 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 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 the 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 defines under the Act) then it is entitles 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 they have read and understand the terms of this Privacy Policy and agrees to these 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.

Schedule 1

Special Conditions – Flats

~~**By-law 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 tenant of another flat or of any person lawfully using the common area.~~

~~**By-law 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.~~

~~**By-law 3. Obstruction of common area**~~

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

~~**By-law 4. Damage to lawns and plants on the common area**~~

~~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.~~

~~**By-law 5. Damage to common areas**~~

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

~~**By-law 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.~~

~~**By-law 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 tenant of another flat or any person lawfully using the common area.~~

~~**By-law 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 tenant of another flat or of any person lawfully using the common area.~~

~~**By-law 10. Drying of laundry items**~~

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

~~**By-law 11. Preservation of fire safety**~~

~~The tenant of a flat must not do anything or permit any invitees of the tenant to do anything 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.

By-law 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.

By-law 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 by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

By-law 14. Moving furniture and other objects on or through the common area

The tenant must not transport any furniture of 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.

By-law 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, and
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, and
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, and
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 anything in the receptacle of the tenant of any other flat except with the permission of that tenant, 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.

By-law 16. Keeping of animals

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

By-law 17. Appearance of flat

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

By-law 18. Notice – Board

A landlord must cause a notice board to be affixed to some part of the common area.

By-law 19. Change in use of flat to be notified

An occupier of a flat must notify the landlord if the occupier 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 that flat being used for commercial or industrial purposes rather than residential purposes).



Pet Lease
For Outside Pets only

The owner of the property listed on page one of this agreement, hereby permits the tenant at the above property to keep a pet as detailed below. This permission is granted under the following conditions:

The tenant understands that this permission applies only for the pet/s listed below and any additional pets will require separate permission. The landlord reserves the right to expect any unapproved pets be removed from the property.

1. The tenant agrees that the animal is not permitted inside the property, during the term of this tenancy including any agreement renewals. (Cross out if not applicable)

2. The tenant agrees that should the pet become a nuisance to neighbours or the general public and if any complaints which are deemed genuine are received, the tenant agrees to remove the pet from the property upon request from the landlord's agent.

3. The tenant agrees that responsibility for any damages whatsoever, done to the property including grounds are gardens remain that of the tenant and necessary action will be undertaken by the tenant at the tenant's expense to rectify the same.

Type of Pets: **2 x dogs**

4. The tenant also agrees to continuously clean up after the pet. Dog faeces will be cleaned up on a regular basis of intervals not less than twice per week. Cat litter trays must be cleaned and litter replaced not less than once per week, with faeces in the tray disposed of daily. Any rubbish items scattered by the pet will also be appropriately disposed of within 24 hours.

5. The tenant takes full responsibility with regard to the safety of the pet at all times and ensures the pet is appropriately housed, fed and has adequate water supply.

6. The tenant acknowledges and accepts that should the pet be of an aggressive nature, whereby safety of neighbours and their pets is compromised, the tenant will be expected to remove the pet from the premises if instructed to do so by the landlord's agent

7. The tenant agrees and confirms that the pet has adequate identification subject to local council regulations.

8. . **The tenant agrees** to have the carpet professionally cleaned and/or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

Signature of Tenant(s)

Signature of Landlord's Agent

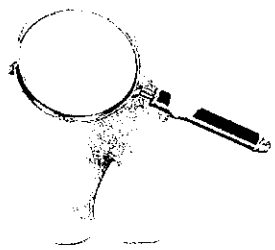
Special Conditions &

Tenant Responsibilities

Special Conditions &
Tenant Responsibilities

As Agents we strongly recommend to our tenants to take a close look at the following conditions. Please do not hesitate to ask us if you are unsure of any condition or part thereof.

1. No pets are to reside as the property without prior approval from the landlord and prior to a pet lease being signed.
2. Tenants are required to use a suitable oil tray in the event their vehicle leaks oil.
3. An after hours call out fee of $80 will apply for lost or misplaced keys.
4. The tenant is responsible for maintaining the lawns and gardens. This is a very important special condition, and one which the tenant agreed to as part of the negotiations with the landlord to lease the property.
5. The tenant is responsible for the spraying of Ants, Spiders, Cockroaches, Silverfish and the like. The landlord accepts responsibility for White Ants and Borers.
6. Replacement of any smoke detector batteries, light globes and fluorescent tubes is the responsibility of the tenant.
7. Unregistered vehicles are not permitted on the property.
8. **All maintenance items MUST be in writing or via email.**



9. Tenants must obtain approval from the landlord's agent prior to adding any picture hooks to the walls, etc.
10. The tenant and guests thereof are to avoid any disturbance, nuisance or annoyance to neighbours, whether by noise, behaviour, obstruction or other action on the part of either tenant or of person on the premises with the tenants consent.
11. The interior and exterior of the premises must be left in a clean and tidy condition at the end of the tenancy. If the tenant is not prepared to undertake cleaning, a professional will be employed and the cost will be deducted from the rental bond.
12. Upon vacating, carpets are to be as clean as they were at the commencement of this tenancy. If you have been approved a pet, the carpets throughout the home must be professionally cleaned.
13. At no time is there to be any smoking inside the premises.
14. The tenant must not inflate or erect any swimming pool without the permission of the landlord, as determined in the NSW Swimming Pools (Amendment) Act 2012.

Signed by the tenant/s

Signed by the Landlord's Agent

ALBURY PROPERTY RENTALS

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.

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 Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence. For information about your rights and responsibilities under this agreement, contact Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

NSW GOVERNMENT | Fair Trading

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (WHICH INCLUDES THE CONDITION REPORT) AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD

In the presence of:

Mitchell Bowden

(Name of witness)

(Signature of witness)

(Signature of landlord)

SIGNED BY THE TENANT

In the presence of:

Sandra Morgan

(Name of witness)

(Signature of witness)

(Signature of tenant/s)

In the presence of:

Sandra Morgan

(Name of witness)

(Signature of witness)

(Signature of tenant/s)

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

Signature of tenant/s

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.a



To Albury Property Rentals as one of our *valued* clients.

ALBURY PROPERTY RENTALS

ALBURY
PROPERTY RENTALS



Lease Renewal Checklist

Date: Monday 10th February 2020
Property: 20 Kennedia Street, Thurgoona 2640
Tenant/s: Jenna La-Ramee & Mitchell Bowdren

[✓] *Two identical copies of the Residential Tenancy Agreement signed by both parties. One of which has been retained by the tenant.*

[✓] *Copy of Department of Fair Trading "New Tenant Checklist" provided to tenant with the tenancy application form, with a second copy given to tenant with Residential Tenancy Agreement.*

[✓] *Copy of condition report was provided to tenant at commencement of original lease being* **16th August 2016,** *and forms and is considered relevant in the same capacity to this lease renewal.*

[✓] *The following important Albury Property Rentals policies and leaflet included with this lease booklet when given to tenant on* **16th August 2016.**

Rental Payments Policy
Garden & Lawn Maintenance Policy
Maintenance Policy
Smoke Free Policy
Periodic Inspections Policy
Mould Prevention Information

[✓] *Albury Property Rentals Tenancy Handbook given to tenant with original lease documentation* **10th May 2018.**

I/We the above named tenant/s hereby confirm the above documents have been provided by an Albury Property Rentals representative. Furthermore, it is acknowledged that the tenant responsibilities therein are understood.

Signature of Tenant/s

Albury Property Rentals