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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 98632907	NSW DAN:
vendor's agent	LORIMER ESTATE AGENTS		Phone: 0400844412
	689 Federal Drive, Federal NSW 2480		Fax:
co-agent			Ref: Duncan Lorimer
vendor	ROBERT MARK EASTON		
vendor's solicitor	Teece Hodgson Ward		Phone: 0292 323 733
	1 Chifley Square Sydney NSW 2000		Fax:
			Ref: 220221
date for completion	42 days after the contract date	(clause 15)	Email: kbatchelor@teece.com.au
land (Address, plan details and title reference)	521B THE POCKET RD THE POCKET 2483		
	1/939189		
	☐ VACANT POSSESSION ☑ Subject to existing tenancies		
improvements	☑ HOUSE ☑ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space		
	☐ none ☑ other: 2 small sheds		
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	☐ blinds	☐ dishwasher	☐ light fittings	☐ stove
	☐ built-in wardrobes	☐ fixed floor coverings	☐ range hood	☐ pool equipment
	☐ clothes line	☐ insect screens	☐ solar panels	☐ TV antenna
	☐ curtains	☐ other:		

exclusions

purchaser

purchaser's solicitor — Phone: / Fax: / Ref: / Email:

price $

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

balance $

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

buyer's agent

vendor **witness**

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

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

Choices

vendor agrees to accept a ***deposit-bond*** (clause 3) ☐ NO ☐ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 30)

Electronic transaction (clause 30) ☐ no ☐ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

land tax is adjustable ☐ NO ☑ yes

GST: Taxable supply ☑ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

List of Documents

General

- [x] 1 property certificate for the land
- [x] 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
- [x] 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)
- [x] 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- [ ] 11 *planning agreement*
- [ ] 12 section 88G certificate (positive covenant)
- [ ] 13 survey report
- [ ] 14 building information certificate or building certificate given under *legislation*
- [ ] 15 lease (with every relevant memorandum or variation)
- [ ] 16 other document relevant to tenancies
- [ ] 17 licence benefiting the land
- [ ] 18 old system document
- [ ] 19 Crown purchase statement of account
- [ ] 20 building management statement
- [x] 21 form of requisitions
- [ ] 22 *clearance certificate*
- [ ] 23 land tax certificate

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

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

Other

- [ ] 59

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

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

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

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

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

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

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

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COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
   (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
   (b) the fifth business day after the day on which the contract was made—in any other case.

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

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

DISPUTES

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

AUCTIONS

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

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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, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & 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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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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)

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
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);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
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;
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).

2 Deposit and other payments before completion

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

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

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

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

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

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

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2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

6.1 *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.

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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*.

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;

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10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

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

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

13 Goods and services tax (GST)

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

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

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate.*

13.4 If this contract says this sale is the supply of a going concern –
13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

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

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

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

13.7 If this contract says the sale is not a taxable supply –
13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

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

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13.8.1 this sale is not a taxable supply in full; or
13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –
13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

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

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

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

13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

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

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

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

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

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

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

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

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

15 Date for completion

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

16 Completion

• Vendor

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

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

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

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

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

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

• Purchaser

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

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

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

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

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

16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

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

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

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

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

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

17 Possession

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

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

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

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

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

18 Possession before completion

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

18.2 The purchaser must not before completion –

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

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

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

18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

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20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 Time limits in these provisions

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

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

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

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

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

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

23 Strata or community title

• Definitions and modifications

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

23.2 In this contract –

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

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

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

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

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

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

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

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

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

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

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

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

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

• Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

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

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

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

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

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

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

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

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

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

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

23.9 However, the purchaser can *rescind* if –

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

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

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

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

• Notices, certificates and inspections

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

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

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

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

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

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

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

• Meetings of the owners corporation

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

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

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

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24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

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

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

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

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

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

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

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

25.7 In the case of land under limited title but not under qualified title –

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

25.8 The vendor must give a proper covenant to produce where relevant.
25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

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

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

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally,* the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace.*

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace.* If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace.*

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time.*

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

30.8.1 join the *Electronic Workspace*;

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

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

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

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

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –

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

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

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

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

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

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

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

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

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

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

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

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

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

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

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

the *party* entitled to them.

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

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

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

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

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

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

32 Residential off the plan contract

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

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

32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –

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

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

32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

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ADDITIONAL CLAUSES ANNEXED TO CONTRACT FOR SALE

VENDOR: **ROBERT MARK EASTON**

PURCHASER:

PROPERTY: **521B THE POCKET ROAD, THE POCKET**

32. Amendments to printed form

This Contract is amended as follows:-

32.1. In clause 5.2.1 delete the words "general question about the property or title" and replace with "question about the title".

32.2. Clause 6.1 is amended as follows: "The purchaser can (but only before completion), claim compensation for an error or mis-description in this Contract as to the title of the property as long as the claim does not exceed 1% of the sale price".

32.3. Delete Clause 7.1.1

32.4. Clause 8.1.1 is amended by the deletion of the words "on reasonable grounds"

32.5. Clause 23.13 is amended by the deletion of the words "at least 7 days before the completion date"

32.6. Delete Clause 23.14.

33. Conflict

33.1. If there is a conflict between these Additional Clauses and the printed provisions of sale, these Additional Clauses prevail.

34. Notice to Complete

34.1. If a party is entitled to serve a Notice to Complete, 14 days is a reasonable period to allow for completion in that notice.

34.2. If a party serves a Notice to Complete that party will be at liberty at any time to withdraw that Notice without prejudice to its continuing rights to serve a further Notice to Complete.

34.3. If this Contract is terminated by the vendor pursuant to a Notice to Complete then the vendor shall, notwithstanding any other provisions of this Contract, be entitled to receive the deposit together with all accrued interest to the date Contracts are terminated.

35. Interest on Default

35.1. If this Contract is not completed by the completion date for any reason not solely attributable to the vendor, the purchaser will, on completion of this Contract or termination by the vendor, pay to the vendor together with the balance of the purchase price, interest calculated at the rate of 8% per annum on the balance of the purchase price, such interest to be computed from the completion date specified in this Contract until the actual date of completion or to the date of termination if the Contract is not completed (such period to include the completion date but not the date of completion) provided however that should completion of this Contract be delayed by reason of the vendor's delay or default then interest will not be charged for the period during which completion is so delayed.

35.2. Without prejudice to any other rights of the vendor, arising from the purchaser's default, the interest shall form part of the price payable on completion and must be paid as an essential term of this Contract. The vendor is not obliged to complete this Contract until all interest payable under this clause is paid by the purchaser.

35.3. The obligation to pay interest imposed by this clause shall in no way derogate from the making of time of the essence as set out in this Contract

36. Contract is entire agreement

36.1. This Contract constitutes the entire agreement for the sale of the property between the vendor and the purchaser.

36.2. The purchaser acknowledges that in entering into this Contract the purchaser has not relied on any conduct, statement, representation or warranty performed, made or given by or on behalf of the vendor other than:-

(a) those set out in this Contract; and

(b) those implied by Section 52A of the Conveyancing Act 1919.

37. Acknowledgements by purchaser

37.1. The purchaser acknowledges that:-

(a) it has satisfied itself as to the nature, quality, condition and state of repair of the property and accepts the property and inclusions in their present condition and state of repair and subject to any defects whether latent or patent (except latent defects in title) and any dilapidation, want of repair, contamination or infestation including by borers, white ants or otherwise;

(b) it has satisfied itself as to the purposes for which the property may be lawfully used and that the vendor, nor anyone on behalf of the vendor, has given no warranty as to the use to which the property may be put or any part of the plant, equipment or improvements thereon or for any financial return; or

(c) it enters into this Contract with full knowledge of and subject to any prohibition or restriction on the use of the property, whether under any Act, Ordinance, Regulation, By-law, Town Planning Scheme, Interim Development Order or otherwise, discoverable by search of public records or the obtaining of publically available certificates or enquiries; and

(d) completion of this Contract will not be conditional or dependent upon the purchaser obtaining, or the vendor providing, any evidence of the matters set out in this clause.

37.2. The purchaser is not entitled to make any claim or requisition, delay completion or rescind or terminate in respect of:-

(a) any matter referred to in Clause 37.1;

(b) any infestation, mechanical breakdown or reasonable wear and tear which may affect the property between the date of this Contract and the completion date;

(c) the fact that there is not any easement or other right in respect of a service to the property; or

(d) any matter disclosed in the documents attached to this Contract.

38. Consequence of death etc. of a party

38.1. Should the purchaser (or any one of them if there be more than one purchaser) prior to completion:-

(a) die or become mentally ill then the vendor may rescind this Contract upon the terms of Clause 19.

(b) Become bankrupt or being a company resolve to go into liquidation or have a petition for the winding up of the purchaser presented or enter into any scheme of arrangement with its creditors or if any liquidator, administrator, receiver or official manager be appointed in respect of the purchaser then the vendor may terminate the Contract after receiving written notification that the purchaser is bankrupt or being a company has resolved to go into liquidation upon the terms of Clause 9.

39. Certain statutory rights not excluded

39.1. This Contract shall be read subject to any rights granted to the purchaser pursuant to Section 52A of the Conveyancing Act 1919 and the Regulations thereunder. If any or part of a clause of

this Contract purports to or has the effect of excluding, modifying or restricting the operation of Section 52A of the Conveyancing Act 1919 or the Conveyancing (Sale of Land) Regulation 2010 then this Contract shall be read and construed as if that clause or part of a clause is severed from this Contract and the invalidity of that provision will not affect or render invalid or unenforceable the remaining provisions of this Contract.

40. Real estate agent

40.1. The purchaser warrants that it has not been introduced to the property or to the vendor by any person or corporation who is entitled to claims monies from the vendor on account of such introduction or on account of the sale by the vendor to the purchaser other than the agent nominated herein and the purchaser agrees to indemnify and keep indemnified the vendor against any damages including legal costs which may be occasioned to the vendor by virtue of the purchaser's breach of this warranty and it is further agreed that this provision shall not merge upon completion of this Contract.

41. Deposit

The purchaser agrees that if a deposit less than 10% is paid on exchange, the vendor is entitled to all the interest earned on the investment of the deposit.

42. Certificates regarding building

42.1. In this clause:-

(a) "Certificate" means any Building Certificate or Occupation Certificate issued pursuant to the Environmental Planning and Assessment Act 1979 in relation to the property.

(b) "Council" means Byron Shire Council.

42.2. The purchaser is aware of the state of repair of any building on the land.

42.3. The vendor discloses and the purchaser acknowledges being aware that he does not hold any approval from the Council for the construction of the dwelling on the property.

42.4.

(a) The vendor discloses and the purchaser acknowledges that the vendor does not have any licence for any waste disposal system on the property and it has not been inspected by the relevant Council or other regulatory authority.

(b) The purchaser is not entitled to require the vendor to apply for or do anything to obtain a Certificate or comply with the requirements of Council for the issue of a Certificate and completion of this Contract is not conditional on the vendor or the purchaser obtaining a Certificate.

42.5. The purchaser shall be solely responsible for carrying out and paying the cost of any work required by Council arising from an application by the purchaser for the issue of a Certificate.

42.6. The purchaser is not entitled to make any claim, objection or requisition or delay completion or rescind or terminate in respect of any matter or thing referred to in or arising from this clause.

43. Obligations

The vendor and the purchaser expressly acknowledge and agree that to the extent that any of the provisions of this Contract are capable of being given effect to after completion, such provisions and the respective rights and obligations of the parties will continue in full force and effect subject only to any relevant law

44. Purchaser Has Satisfied Themselves As To Nature, Quality And Condition Of Property

44.1 The Purchaser acknowledges that it has satisfied itself as to the nature, quality and condition of the property prior to entering into this contract including but not limited to any defects both patent and latent or any infestation, dilapidation affectation by disease, affectation by chemical residues or any occupation and the Purchaser is not entitled to make any objection, requisition, claim for compensation or delay completion in respect thereof.

The Purchaser has inspected the property and examined all crops and other vegetation and flora and without limitation all clover, grasses, noxious or other weeds growing on the property and will not make any objection, requisition or claim for compensation or delay completion in relation thereto.

44.2 The Vendor warrants that there is, as far as the Vendor is aware, no current quarantine, detention, notice, notification or order affecting the land or stock thereon issued by any authority. However, the Purchaser acknowledges that the property has for many years been used for agricultural purposes and that, as a consequence, the property may be affected by residues of chemicals which may have ordinarily been used for those agricultural purposes. The Purchaser shall not be entitled to make any objection, requisition, claim for compensation or delay in completion in respect of any such contamination.

45 No Representation Or Warranty By Vendor As To Fitness Or Suitability Or Property

45.1 Without limiting the generality of the preceding clauses, the Purchaser hereby acknowledges that neither the Vendor nor anyone on behalf of the Vendor has made any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose or otherwise in respect of the property or any part thereof or any of the plant, equipment or improvements thereon or of any financial return or income to be derived therefrom.

45.2 The Purchaser acknowledges having satisfied itself as to the purposes for which the subject property may be used in accordance with the requirements of the responsible authority under the provisions of the Environmental Planning and Assessment Act 1979 or the Local Government Act 1993.

46 Purchaser Has Satisfied Themselves As To Capacity Of Property

46.1 The Vendor does not guarantee or warrant the livestock carrying capacity or the agricultural capacity of the subject property or any part or parts thereof.

46.2 The vendor does not warrant that there is attached to the property or any part thereof any currently available water allocation or irrigation entitlements by way of bores, bore drains or otherwise.

47 Weed control

47.1 The Vendor is not under any obligation to carry out any weed control program or treatment prior to completion. The Purchaser will accept the property in its physical state as at the date of completion.

48 Fencing

48.1 Each lot which forms part of the subject property is sold as fenced.

48.2 The Vendor shall not be put to any expense in connection with or be bound to contribute towards the erection maintenance or repair of any fences whether dividing fences, rabbit-proof fences or fences of any other description and the Purchaser buys subject to any and all liability in respect to those matters notwithstanding anything to the contrary in the Dividing Fences Act 1991, the Crown Lands Acts, the Rural Lands Protection Act 1998 or any other Acts or otherwise.

48.3 No objection requisition claim or demand shall be made by the Purchaser by reason of any fence not agreeing with boundaries as appearing in the records or plans of the Lands Office or in the Certificates of Titles, Deposited Plans or Crown Plans or in the event of any adjoining lands or roadways being encroached upon by or fenced in with the subject land or in the event of there being any encroachment upon the subject land or in respect of any insufficiency of fencing on the subject land.

49 Services

49.1 No objection requisition or claim for compensation shall be made by the purchaser if it should be found that there is any water supply, drain, pipe, cable, wire or other installation which is a joint service with any other property or is in or passes through or over the property or which is used in common with any adjoining land or passes through any other land or that there are any easements or rights in respect of the same affecting the property.

50 Existing Services

50.1 Without limiting or restricting the generality of any other provision herein the purchaser takes title subject to existing water, sewerage, electric light and other installations and services, if any, and no objection shall be taken or requisition made by the purchaser in respect of such installations and services on the ground that any connections are made through another property and that no rights or easements in respect of such installations and services exist or that such rights of easements cannot be obtained or on the ground that any water or sewerage main or any underground or surface storm water drain or any gas or electric light installation or services pass through over or under the subject land or should any manhole or vent be on the subject land.

52. **Electronic signature**

52.1 The parties agree to accept for the purpose of exchange of Contracts, signatures by either or both the vendor and purchaser which are facsimile, photocopy or any other form of electronic signature.

Vendor: ROBERT MARK EASTON

Purchaser:

Property: **521B THE POCKET ROAD, THE POCKET**

Dated:

Is the vendor aware of any of the following matters which may affect the property other than as disclosed in the Contract?

1. **Title**
   (a) Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property and inclusions free of encumbrances and with vacant possession?

   (b) Are there any encroachments, easements or covenants affecting the property not disclosed on the title or survey report, if any, attached to the Contract?

   (c) Are there any proceedings pending or concluded that could result in the recording of any writ on the title of the property or in the General Register of Deeds? If so, details to be provided within a reasonable period prior to completion.

2. **Survey and Building**
   (a) Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion.

   (b) Has the vendor a building certificate which relates to all current buildings or structures? If so, please provide a copy prior to completion.

   (c) Has the vendor a final occupation certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, please provide a copy prior to completion.

   (d) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

   (e) Is relation to any building works carried out in the last 7 years please provide details of the builder and any insurance policy under the Home Building Act 1989.

   (f) If a swimming pool is included in the sale does it comply with Swimming Pools regulations?

3. **Rural**
   (a) Are there any notices from neighbours or any public authorities requiring compliance?

   (b) All agreements not disclosed in the contract relating to farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated prior to completion.

   (c) Any plant and equipment not the subject of the sale must removed from the property prior to completion unless otherwise provided by the Contract.

   (d) Are there any give and take fences or agreements with neighbours relating to fencing?

   (e) Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?

   (f) Has the vendor any water licence or rights under the Water Management Act 2000?

(g) Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?

(h) Are there any enclosure permits that attach to the property?

(i) Are there any notices or issues outstanding relating to stock diseases, chemical pollution, or noxious weeds?

(j) Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?

(k) Is there any application to the Crown for purchase or conversion of a holding?

(l) Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

4. Completion

(a) Vacant possession of the property must be given on completion unless the Contract provides otherwise.

(b) If the property is tenanted subject to the Residential Tenancies Act 1987 then the vendor must provide details of any bond together with the Rental Bond Board's reference number prior to completion and hand over the appropriate transfer documentation duly signed by the vendor together with a notice of attornment prior to or at completion.

(c) All outgoings referred to in standard clause 14.1 of the Contract must be paid up to and including the date of completion.

(d) On or before completion, any mortgage or caveat or writ registered on title must be withdrawn or removed.

(e) If the vendor is in possession of the title deed, please provide the Certificate Authentication Code prior to completion.

FOLIO: 1/939189

SEARCH DATE	TIME	EDITION NO	DATE
6/4/2022	8:47 AM	4	15/12/2017

LAND

LOT 1 IN DEPOSITED PLAN 939189
LOCAL GOVERNMENT AREA BYRON
PARISH OF BILLINUDGEL COUNTY OF ROUS
TITLE DIAGRAM DP939189

FIRST SCHEDULE

ROBERT MARK EASTON (AD AM960896)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2 A161930 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN VOL 2722 FOL 150
3 A161931 RIGHT OF WAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN VOL 2722 FOL 150
4 O852409 PROFIT A PRENDRE TO FORESTRY COMMISSION OF NSW UNDER SECTION 87A CONVEYANCING ACT, 1919 - RIGHT TO TAKE TIMBER AND PRODUCTS UNTIL 31.12.2035

NOTATIONS

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

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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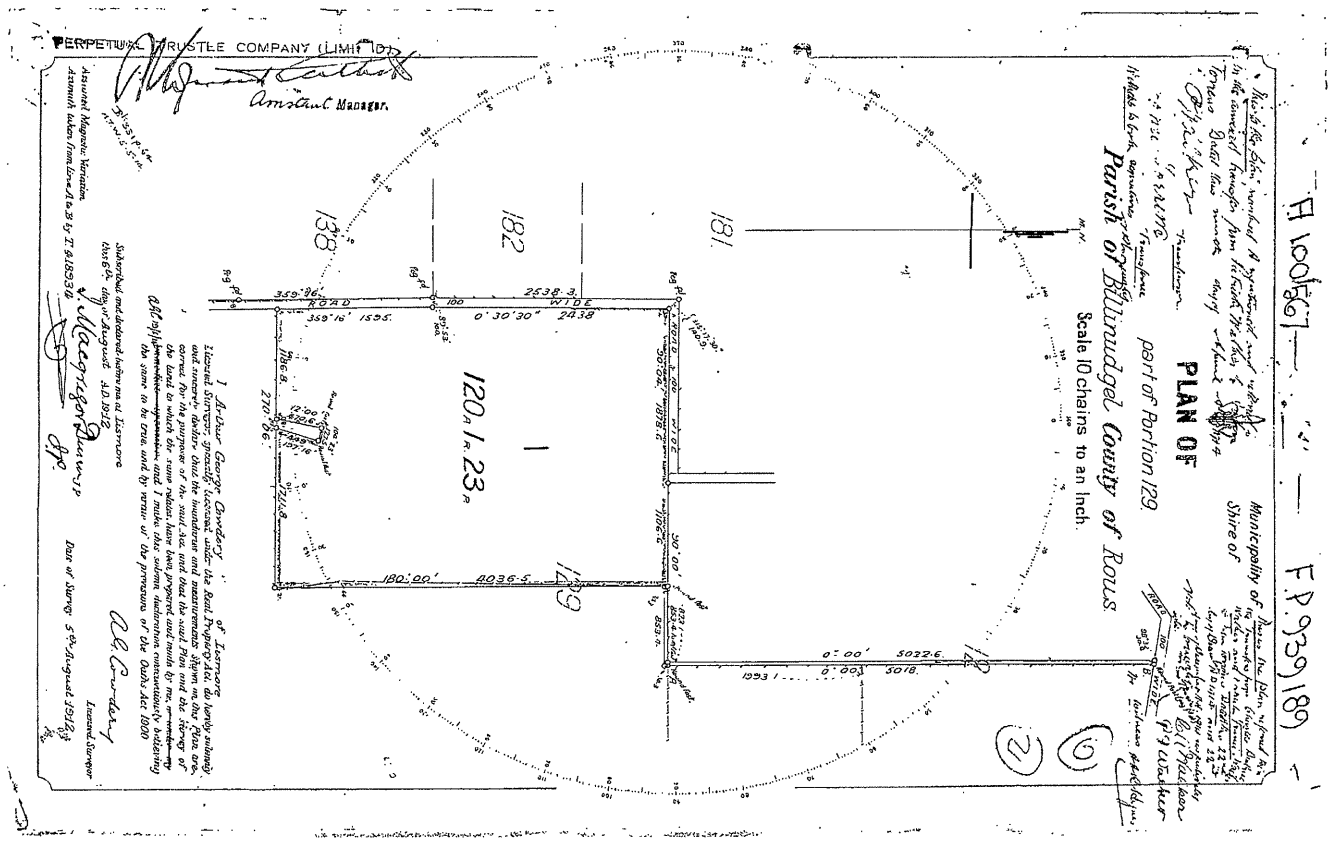
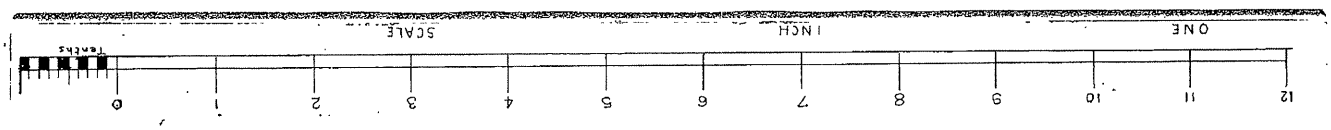
AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE.

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 29th January, 1987





Req:R619680 /Doc:DL A161930 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:06-Apr-2022 09:01 /Seq:1 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:220221

Rel 21/5/15 at 11am

Fees:
Transfer .....
Endorsement .....
Certificate .....

New South Wales. REGD 2-MAR 1915 2.44 PM

MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT.)

NEW SOUTH WALES ONE POUND STAMP DUTY

NEW SOUTH WALES FINE PAID STAMP DUTY

DEPARTMENT 25.2.15 W OF STAMP DUTIES

REGISTRAR-GENERAL NEW SOUTH WALES

9315

FEE SIMPLE.

a Name, residence, occupation, or other designation in full, of Transferror.

A161930

b If a less estate, strike out "in fee simple," and interline the required alteration.

c All subsisting encumbrances must be noted hereon. (See page 2.)

d If the consideration be not pecuniary, state its nature concisely.

e Name, residence, occupation, or other designation in full, of Transferree.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

f If to two or more state whether as joint tenants or tenants in common.

g Area in acres, roods, or perches.

h Parish or town and county.

"The whole" or "part," as the case may be.

"Crown Grant," or "Certificate of Title."

Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—"as delineated in the "plan hereon [or "annexed hereto"] or "described as follows, "viz."—

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

I, PATRICK FRANCIS WALKER of Billinudgel Dairy Farmer

being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of the Transfer by Patrick Walker to John Torrens dated 9th April 1914 of One hundred and twenty acres one rood twenty three perches which also purports to grant and transfer a right of way overthe lands hereunder mentioned now transferred by the said Patrick Walker to me and in pursuance of a contract by the said ~~paid to me by~~ Patrick Walker (my Father) to sell the said right of way with the abovementioned One hundred and twenty acres one rood twenty three perches to the said John Torrens of Billinudgel Farmer

~~the receipt whereof I hereby acknowledge,~~

17.10.16

do hereby grant unto ~~transfer to~~ the said JOHN TORRENS of Billinudgel Farmer

~~All my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing~~ a right of way in common with others over and along the strip of land ~~situate in~~ twenty feet wide coloured brown between the points marked A and B on the plan of Mr. Licensed Surveyor Cowdery dated 6th August 1912 attached to the said Transfer of 9th April 1914 and marked by me by signing my name thereon such strip of land being part of the land comprised in Certificate of Title

dated 19th August 1908 registered volume No. 1901 folio 161

~~And also in the pieces of land as follows~~:—

And it is hereby agreed by and between the said Patrick Francis Walker (hereinafter called transferror) and the said John Torrens (hereinafter called Transferree) that the said right of way shall not be fenced And that the said transferree shall pay to the said Transferror one third of the proper costs of maintaining such right of way in a fit and proper state for vehicular traffic And that the said right of way shall be subject the two gates thereon one at the entrance from the Billinudgel to Blindmouth Road and one at the fence near the Bull paddock now occupied by Transferror and the said transferree shall pay to the said transferror one third of the proper cost of maintaining the said gates And the said transferree agrees with the said transferror that he the said transferree and all persons under his control using the said right of way shall at all times use all due care and diligence in seeing that the said gates are shut after having passed through them and shall be liable to the said transferror for any wilful or negligent default in respect of the shutting of the said gates or either of them And in consideration of the said grant of right of way the said transferree agrees with the said transferror that he will not at any time hereafter make application for a government public or shire road through any portion of the land now occupied by the transferro or along the said right of way

[Rule up all blanks before signing.]

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and the substituted written over them, the alteration being verified by signature or initials in the margin, or [illegible]

Please consolidate with A100567 & [illegible]
A-161930

Req:R619680 /Doc:DL A161930 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:06-Apr-2022 09:01 /Seq:2 of 4
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MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

p See note "c," page 1. A very short note of the particulars will suffice.

[Rule up all blanks before signing.]

In witness wherof, I have hereunto subscribed my name, at Muswellbrook the twenty-second day of December in the year of our Lord one thousand nine hundred and fourteen

Signed in my presence by the said PATRICK FRANCIS WALKER WHO IS PERSONALLY KNOWN TO ME A. A. R. Hynes

P. F. Walker
Transferror.*

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

If the Transferror or Transferree signs by a mark, the attestation must state "that the "instrument was read "over and explained to "him, and that he "appeared fully to un- "derstand the same."

n Repeat attestation for additional parties if required.

Signed* Tollerson Muswellbrook

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Req:R619680 /Doc:DL A161930 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:06-Apr-2022 09:01 /Seq:3 of 4
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For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with *in cases where it is established that it cannot be procured without difficulty.* It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

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

Signed in my presence by ~~the said~~ Nathaniel Stephen Powell Moriarty Solicitor for the said JOHN TORRENS WHO IS PERSONALLY KNOWN TO ME

[signature]

Signed in my presence by the said John Torrens who is personally known to me

N. P. Moriarty
Notary Public
Wallumbinby

N. P. Moriarty
Sol. for Transferree.
whose signature cannot be procured without difficulty

(* The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

John Torrens

~~The~~ Perpetual Trustee Company (Limited) the mortgagee under Mortgage No. A 122980 doth hereby consent to the within mentioned grant of Right of Way without prejudice to the Mortgagee's rights powers and remedies as against the fee simple of the land comprised in or affected by the said Mortgage No. A 122980 and as against the within named Patrick ~~William~~ Francis Walker.

Dated this eighteenth day of February 1915.

The Common Seal of ~~the~~ Perpetual Trustee Company Limited was hereunto affixed by Order of the Directors whose signatures appear opposite hereto this 19th day of February One thousand nine hundred and fifteen in the presence of

T. H. Kelly.
Henry Moses
R. T. Beech

[signature]

Acting Manager.

FORM OF DECLARATION BY ATTESTING WITNESS.*

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

* May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

* Name of witness and residence.

* Name of Transferror.

* Name of Transferrer.

* Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Req:R619680 /Doc:DL A161930 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:06-Apr-2022 09:01 /Seq:4 of 4
© Office of the Registrar-General /Src:INFOTRACK /Ref:220221

No. A161930 *Memorandum of Transfer of*

of a right of way over
Part of Por 12
Shire of Byron
Pl Billinudgel Co Rous
Subject to provisions

Lodged by
The E. S. & A. Bank, Ltd. Sydney
(Name)
(Address)

P. F. Walker Transferor

John Torrens Transferee

Particulars entered in the Register Book, Vol. 1901
Folio 161

the 14th day of December, 1916,
at minutes 12 o'clock
~~in the~~ noon.

Registrar General.

Ex Pg 9

Sunshine with fs A-100567 & A-161931

SENT TO SURVEY ... 17.10.16 HS 30/11/16 CC
~~30.11.16 GC~~
DRAFT FORWARDED
RETD. TO RECORDS { REQUISITN. / REGISTR.
RETURNED FROM RECORDS
CERTIFICATE ENGROSSED
SUPT. OF ENGROSSERS

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—
No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to [illegible] this expense, if it be intended to make several Transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a [illegible] of the subsisting residue.
Transfer in [illegible] must receive separate Certificates. 20s. will be required for each additional Certificate.
Transfers on [illegible] are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1878, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

Req:R619681 /Doc:DL A161931 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:06-Apr-2022 09:01 /Seq:1 of 4
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RECD 2-MAR 1915 2.44 PM

RE-L 23 JUN 1916

New South Wales.

Rel 21/5/15 at 11am

15 JUN 1916 240pm

Fees:
Transfer
Endorsement
Certificate

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

NEW SOUTH WALES ONE POUND STAMP DUTY

DEPARTMENT OF STAMP DUTIES 25.2.15

NEW SOUTH WALES FINE PAID STAMP DUTY

REGISTRAR-GENERAL NEW SOUTH WALES

2 3 15

FEE SIMPLE.

A161931

I, CHARLES AMBROSE WALKER of Billinudgel Dairy Farmer

being registered as the proprietor of an Estate in *fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of the Transfer by Patrick Walker to John Torrens dated 9th. April 1914 of One Hundred and Twenty acres one rood twenty three perches which also purports to grant and transfer a right of way over the lands hereunder mentioned now transferred by the said Patrick Walker to me and in ~~paid to me by~~ pursuance of a contract by the said Patrick Walker (my Father) to sell the said right of way with the abovementioned One hundred and twenty acres one rood twenty three perches to the said ~~the receipt whereof I hereby acknowledge~~, John Torrens of Billinudgel Farmer

do hereby ~~transfer to~~ grant unto the said JOHN TORRENS a right of way in common with others over and along the strip of land Twenty feet wide coloured brown between the North East Corner of the One hundred and twenty ~~ALL my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing~~ acres one rood twenty three perches comprised in Transfer dated 9th April 1914 abovementioned and the point marked "A" on the plan of ~~attached~~ Mr. Licensed Surveyor Cowdery dated 6th August 1914 attached to the said Transfer of 9th April 1914 and marked by me by signing my name thereon such strip of land

being ~~part~~ part of the land comprised in Certificate of Title

dated ~~13th July 1907~~ 15th October 1907 registered ~~volume~~ No. ~~A174570~~ 819 ~~folio~~ folio 190

~~from Patrick Walker to me~~

~~And also in the pieces of land as follows:-~~

And it is hereby agreed by and between the said Charles Ambrose Walker (hereinafter called Transferror) and the said John Torrens (hereinafter called Transferree) that the said right of way shall not be fenced And that the said Transferree shall pay to the said Transferror one third of the proper cost of maintaining such right of way in a fit and proper state for vehicular traffic And that the said right of way shall be subject to two gates thereon one at the most suitable place ~~marked "a"~~ near the point marked "A" on the said plan and the other one at the North East Corner of the land comprised in the said Transfer dated 9th April 1914 and the said Transferree shall pay to the said Transferror one third of the proper cost of maintaining the first of the said gates And the said Transferree agrees with the said Transferror that he the said Transferree and all persons under his control using the said right of way shall at all times use all due care and diligence in seeing that the said gates are shut after having passed through them and shall be liable to the said Transferror for any wilful or negligent default in respect of the shutting of the said gates or either of them And in consideration of the said grant of right of way the said Transferree agrees with the said Transferror that he will not at any time hereafter

[Rule up all blanks before signing.]

The form when filed in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

Name, residence, occupation, or other designation, in full, of Transferror.

If a less estate, strike out "in fee simple," and interline the required alteration.

All subsisting encumbrances must be noted hereon. (See page 2.)

If the consideration be not pecuniary, state its nature concisely.

Name, residence, occupation, or other designation in full, of transferree.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

If to two or more state whether of joint tenants or tenants in common.

Area in acres, roods, or perches.

Parish or town and county.

"The whole" or "part" as the case may be.

"Crown Grant," or "Certificate of Title."

Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or enhanced thereto with an explanatory prefix:—"as delineated in the plan hereon [or "annexed hereto"] or "described as follows, "viz."—

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

Please compare with A100567 and A161930.

Req:R619681 /Doc:DL A161931 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:06-Apr-2022 09:01 /Seq:2 of 4
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A 11211

p See note "e," page 1. A very short note of the particulars will suffice.

~~MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.~~

The application for a government public or shire road through any portion of the land now occupied by Transferror or along the said right of way

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO

[Rule up all blanks before signing.]

In witness whereof, I have hereunto subscribed my name, at Murwillumbah the twentysecond day of December in the year of our Lord one thousand nine hundred and Fourteen

Signed in my presence by the said
CHARLES AMBROSE WALKER
WHO IS PERSONALLY KNOWN TO ME
A A R Hynes
Solicitor
Murwillumbah

C A Walker
*Transferror.**

Signed*

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferror is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

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

n Repeat attestation for additional parties if required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

21 2121

Req:R619681 /Doc:DL A161931 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:06-Apr-2022 09:01 /Seq:3 of 4
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For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with *in cases where it is established that it cannot be procured without difficulty.* It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said Nathaniel Stephen Powell Moriarty Solicitor for the said JOHN TORRENS WHO IS PERSONALLY KNOWN TO ME

G. E. Hemmell

Signed in my presence by the said John Torrens who is personally known to me

N. P. Moriarty
Notary Public
Wallumbumby

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

N. P. Moriarty
Sol'r for Transferree.
whose signature cannot be procured without difficulty

(* The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

John Torrens

THE PERPETUAL TRUSTEE COMPANY (LIMITED) being the Mortgagees from the within named Charles Ambrose Walker by virtue of Memorandum of Mortgage No. A 12457 HEREBY CONSENT to the within grant of right of way but without prejudice to and reserving all their rights as Mortgagees against the said Charles Ambrose Walker.

Dated 18th day of January 1957.

THE COMMON SEAL of THE PERPETUAL TRUSTEE COMPANY (LIMITED) was hereto affixed by order of the Board of Directors in the presence of

T. H. Kelly
Henry Moses
R. J. Hesch

[signature]
Acting Manager.

FORM OF DECLARATION BY ATTESTING WITNESS.*

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

* May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

* Name of witness and residence.

* Name of Transferror.

* Name of Transferror.

* Registrar-General, Deputy, Notary Public, J.P., or Commissioner for Affidavits.

Req:R619681 /Doc:DL A161931 /Rev:26-Feb-1997 /NSW LRS /Pgs:ALL /Prt:06-Apr-2022 09:01 /Seq:4 of 4
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No. A161931 *Memorandum of Transfer of*

a right of way over
Part of Por 129
Shire of Byron
Ph Billinudgel Co Rous
Subject to provisions

Lodged by
The E. S. & A. Bank, Ltd.
(Name)
(Address)

C. A. Walker ..... Transferrer.

John Torrens ..... Transferree.

Particulars entered in the Register Book, Vol. 2714
Folio 6

the N/C 14th day of December, 1916,
at ~~minutes~~ 12 o'clock
~~in the~~ noon.

Registrar General

REGISTRAR GENERAL NEW SOUTH WALES

DEC 14 A.M.

14 DEC 1916

31.7.18 17.10.16 28/11/16

30.11.16

REQUISITN.
REGISTR.
ORDS
AL
FOL.

SPECIAL ATTENTION [illegible] TO THE FOLLOWING INFORMATION:—

No Transfer [illegible] until the fees are paid.
If a part only [illegible] be transferred, and it is desired to ha[illegible] for the [illegible] Under, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save th[illegible] if it be intended to make several Tra[illegible] portions, th[illegible] may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certi[illegible] existing residue.
Tenants in [illegible] receive separate Certificates. 20s. will be re[illegible] for each [illegible] Certificate.
The fee [illegible], and 20s. for every new Certificate, whether issued to a Tra[illegible] or required for the residue. By the Amendment Act of 1872, the purchaser is not compelled to take out a new Ce[illegible] if the whole of the land is transferred, and he may have the o[illegible] Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Tra[illegible] is com[illegible] from the moment it is recorded.
Certifica[illegible] will only be delivered on personal application of Purchasers or their Solicit[illegible] upon an order attested before a Magistrate.

Req:R619779 /Doc:DL 0852409 /Rev:20-Nov-1997 /NSW LRS /Pgs:ALL /Prt:06-Apr-2022 09:09 /Seq:1 of 3
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97-01TG

TRANSFER GRANTING EASEMEN

FORESTRY RI

Real Property Act 1900

0
852409 H

Office of State Revenue use only
OFFICE OF STATE REVENUE
STAMP DUTY (N.S.W. TREASURY) P20
DUTY $ 6.00 1ST.REG/NR

(A) **LAND**
Show no more than 20 References to Title

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
Identifier 1/939189	

(B) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	
	CITY AGENTS 2nd FLR, 16 O'CONNELL ST., SYDNEY BOX 256L REFERENCE (max. 15 characters): Burr/3712	TG

(C) **TRANSFEROR**
(Registered Proprietor of servient tenement)
WILLIAM WALLWORK

(D) acknowledges receipt of the consideration of $1.00

(E) and TRANSFERS and GRANTS a forestry right under section 87A of the Conveyancing Act 1919, particulars of which are set out in the annexure hereto marked "A",

out of the servient tenement ~~and appurtenant to the dominant tenement~~, to the TRANSFEREE.

OVER

(F) **TRANSFEREE**
(Registered Proprietor of dominant tenement)
Forestry Commission of NSW Trading as State Forests of NSW

(G) subject to the following **ENCUMBRANCES** 1. ..... 2. ..... 3. .....

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE 27 FEBRUARY 1995.

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

DAVID JAMES WEBBER
Name of Witness (BLOCK LETTERS)

MULLUMBIMBY.
Address of Witness

W. Wallwork
Signature of Transferor

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

Signature of Witness

PETER LEE FRASER
Name of Witness (BLOCK LETTERS)

DAIRYVILLE VIA KARANGI
Address of Witness

SIGNED as the Forestry Commission of NSW Trading as State Forests by its delegate GRAEME KING in the presence of :-

Signature of Transferee

G.A. KING
General Manager
Northern Region

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only) 23

24J

Req:R619779 /Doc:DL 0852409 /Rev:20-Nov-1997 /NSW LRS /Pgs:ALL /Prt:06-Apr-2022 09:09 /Seq:2 of 3
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"A"

This is the Annexure "A" referred to in the Transfer dated 27 FEBRUARY 1995 between William Wallwork (Transferor) and Forestry Commission of NSW Trading as State Forests (Transferee).

PARTICULARS OF FORESTRY RIGHT

1. Rights created by and appurtenant to the forestry right are as follows:-

   (a) to enter the land burdened;

   (b) to establish, maintain and harvest a crop of trees (the "Plantation") on the land burdened;

   (c) to construct and use such buildings, works and facilities as may be necessary or convenient to enable the transferee to establish, maintain and harvest the crop;

   (d) to store and carry away timber grown in the Plantation and sell any produce derived from the Plantation;

   (e) to do all such other acts and things as may be necessary or desirable for the full exercise and enjoyment of the abovementioned rights.

2. The forestry right together with all appurtenant and incidental rights is to be held in gross for a term of forty (40) years commencing on 1 January 1995, subject to agreement between the Transferor and Transferee.

Signed in my presence by the Transferor who is personally known to me:

.....
Signature of Witness

DAVID JAMES WEBBER
Name of Witness

MULLUMBIMBY
Address of Witness

W. Wallwork
Signature of Transferor

The seal of office of the Forestry Commission was hereto affixed in the presence of:

.....
Signature of Witness

PETER LEAN
Name of Witness

DAIRYVILLE VIA KARANGI
Address of Witness

SIGNED as the Forestry Commission of NSW trading as State Forests by its delegate GRAEME KING in the presence of:

G.A. KING
General Manager
Northern Region

Req:R619779 /Doc:DL 0852409 /Rev:20-Nov-1997 /NSW LRS /Pgs:ALL /Prt:06-Apr-2022 09:09 /Seq:3 of 3
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REGISTRATION DIRECTION ANNEXURE

Use this side only for First and Second Schedule directions

DO NOT USE BOTH SIDES OF THE FORM

FIRST SCHEDULE DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	DETAILS

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
	ON	AA		Profit A Prendre under section 87A Conveyancing Act 1919 - Right to take timber and products until 31.12.2035
	CT	>	243	

Byron Shire Council

Certificate No: 20220407
Date: 08/04/2022
Receipt No: BSCCERT-3072
Your Reference: 220221

InfoTrack
ecertificates@infotrack.com.au

PLANNING CERTIFICATE PURSUANT TO SECTION 10.7(2) ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

Property: 521B The Pocket Road THE POCKET 2483
Description: LOT: 1 DP: 939189
Parish: Billinudgel
County: Rous
Parcel No: 11310

---

1. Names of relevant planning instruments and DCPs

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

Byron Local Environmental Plan 1988

Byron Local Environmental Plan 2014

State Environmental Planning Policies – refer to Annexure 1

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

Draft State Environmental Planning Policies – refer to Annexure 1

Planning Proposals – refer to Annexure 2.

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

Byron Shire Development Control Plan (DCP) 2010 applies to the part of the land to which Byron LEP 1988 applies.

Byron Shire Development Control Plan (DCP) 2014 applies to the part of the land to which Byron LEP 2014 applies.

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
(b) the purpose for which the instrument provides that development may be carried out within the zone without the need for development consent,
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,
(d) the purposes for which the instrument provides that development is prohibited within the zone,
(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 fixed,
(f) whether the land includes or comprises critical habitat,
(g) whether the land is in a conservation area (however described),
(h) whether an item of environmental heritage (however described) is situated on the land.

BYRON LOCAL ENVIRONMENTAL PLAN 1988

2(a) – (d) Land zoning & permissibility of development

ZONE No. 7(d)(SCENIC/ESCARPMENT ZONE)

1. Objectives of zone

The objectives are-

(a) to protect and enhance the scenic qualities of the Shire of Byron which enhance the visual amenity by controlling the choice and colour of building materials, position and bulk of buildings, access roads and landscaping;

(b) to prohibit development within the zone that is likely to have a visually disruptive effect on the scenic quality and visual amenity of the Shire;

(c) to enable development for certain purposes where such development would not have a detrimental effect on the scenic quality and visual amenity of the Shire; **om Amd.90 22/3/02**

(d) to minimise soil erosion from escarpment areas and prevent development in geologically hazardous zones; and

(e) to enable the careful control of noxious plants and weeds by means not likely to be significantly detrimental to the native ecosystem. **Ins Amd.90 22/3/02**

2. Without development consent

Nil. **ins/om Amd.55 17/7/98**

3. Only with development consent

Agriculture; bed and breakfast establishments; bushfire hazard reduction; car parks; clearing of land; drainage; dwelling-houses; environmental facilities; home industries; primitive camping grounds; restaurant; roads; utility installations. **Om Amd.90 22/3/02; om/ins Amd.103 14/11/03**

4. Prohibited

Any purpose other than a purpose specified in item 2 or 3.

All land within Byron Shire Council area is affected by a Tree Preservation Order adopted under clause 52 of Byron Local Environmental Plan 1988.

Regard must be had for other clauses in Byron Local Environmental Plan 1988, which may affect the purpose for which development may be carried out.

2(e) The dimensions of the land have no bearing as to whether or not a dwelling-house may be erected on the land. Further information in regard to whether a dwelling-house is permissible with the consent of council is contained in Section 10.7(5) of this certificate (if applied for).

2(f) The land does not include or comprise critical habitat

2(g) The land is not in a conservation area

2(h) An item of environmental heritage is not situated on the land

BYRON LOCAL ENVIRONMENTAL PLAN 2014

2(a) – (d) Land zoning & permissibility of development

Zone RU1 Primary Production

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage consolidation of lots for the purposes of primary industry production.
- To enable the provision of tourist accommodation, facilities and other small-scale rural tourism uses associated with primary production and environmental conservation consistent with the rural character of the locality.
- To protect significant scenic landscapes and to minimise impacts on the scenic quality of the locality.

2 Permitted without consent

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

3 Permitted with consent

Agriculture; Airstrips; Animal boarding or training establishments; Aquaculture; Business identification signs; Camping grounds; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Forestry; Helipads; Home businesses; Home industries; Industrial retail outlets; Industrial training facilities; Intensive livestock agriculture; Intensive plant agriculture;

Landscaping material supplies; Open cut mining; Places of public worship; Plant nurseries; Recreation areas; Restaurants or cafes; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Secondary dwellings; Tourist and visitor accommodation; Veterinary hospitals

4 Prohibited

Backpackers' accommodation; Hotel or motel accommodation; Serviced apartments; Any other development not specified in item 2 or 3

Regard must be had for other clauses in Byron Local Environmental Plan 2014, which may affect the purpose for which development may be carried out.

2(e) The dimensions of the land have no bearing as to whether or not a dwelling-house may be erected on the land.

2(f) The land does not include or comprise critical habitat

2(g) The land is not in a conservation area

2(h) An item of environmental heritage is not situated on the land

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

Not applicable

3. Complying Development

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

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying development under General Housing Code

Land subject to Byron LEP 1988

Complying development may not be carried out on any part of the land due to the zoning of the land.

Land subject to Byron LEP 2014

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under Low Rise Housing Diversity Code

Land subject to Byron LEP 1988

Complying development may not be carried out on any part of the land due to the zoning of the land.

Land subject to Byron LEP 2014

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the Greenfield Housing Code

Land subject to Byron LEP 1988

Complying development may not be carried out on any part of the land due to the zoning of the land.

Land subject to Byron LEP 2014

Complying development may not be carried out on any part of the land due to the zoning of the land.

Note:
From 6 July 2021 Complying Development on Greenfield Housing sites may only take place under the Greenfield Housing Code and not the Housing Code.

Complying development under the Rural Housing Code

Land subject to Byron LEP 1988

Complying development may not be carried out on any part of the land due to the zoning of the land.

Land subject to Byron LEP 2014

Complying development may be carried out on any part of the land.

Complying development under the Commercial & Industrial (New/Additions) Code

Land subject to Byron LEP 1988

Complying development may not be carried out on any part of the land due to the zoning of the land.

Land subject to Byron LEP 2014

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the Container Recycling Facilities Code

Land subject to Byron LEP 1988

Complying development may not be carried out on any part of the land due to the zoning of the land.

Land subject to Byron LEP 2014

Complying development may not be carried out on any part of the land due to the zoning of the land.

Complying development under the General Development Code and Housing Alterations Code

Land subject to Byron LEP 1988

Complying development may be carried out on any part of the land.

Land subject to Byron LEP 2014

Complying development may be carried out on any part of the land.

Complying development under the Commercial and Industrial Alterations Code, Subdivision Code, Demolition Code and Fire Safety Code

Land subject to Byron LEP 1988

Complying development may be carried out on any part of the land.

Land subject to Byron LEP 2014

Complying development may be carried out on any part of the land.

4. **Repealed 3/4/18**

4A. **Repealed 3/4/18**

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

Council is not aware of such a consent.

5. **Mine subsidence**
whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

The land is not proclaimed to be a mine subsidence district.

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

Not affected

(b) any environmental planning instrument, or

Not affected

(c) any resolution of the council

Not affected

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 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, inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

(a) The land is affected by a policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soil and any other risk (other than flooding) known as:

Management of Contaminated Land Policy No 5.61.

The land or part of the land is identified as bush fire prone land in Council's records.

(b) The land is not affected by a policy adopted by another 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 soil and any other risk (other than flooding).

7A. Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

The land is not within the flood planning area and not 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.

The land is not between the flood planning area and the probable maximum flood boundaries and therefore not subject to flood related development controls applying to this area.

(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.

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.

BYRON LOCAL ENVIRONMENTAL PLAN 1988

No provision is made for acquisition of the land.

BYRON LOCAL ENVIRONMENTAL PLAN 2014

No provision is made for acquisition of the land.

PROPOSED ENVIRONMENTAL PLANNING INSTRUMENT

Not applicable.

9. Contributions plans
The name of each contributions plan applying to the land.

Applications lodged after 21 November, 2001 and prior to 1 January 2013 are subject to contributions levied in accordance with the Byron Shire Council Section 94 Development Contributions Plan 2005 (incorporating Amendment No 1) for community facilities, open space, roads, car parking, cycleways, civic and urban improvements, shire support facilities and administration. The Byron Shire Council Section 94 Development Contributions Plan 2005 (incorporating Amendment No 1) remains in force for the purposes of collection of contributions levied under its terms.

Applications lodged after 1 January 2013 are subject to contributions levied in accordance with the Byron Shire Developer Contributions Plan 2012 (Amendment No 2). The plan is split into two parts, Part A being the Byron Section 94 plan that applies to all residential development and Part B being the Byron Section 94A plan that applies to all non residential development.

9A. Biodiversity certified land

The land is not biodiversity certified land.

10. Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*

10A. Native vegetation clearing set asides

The land does not contain a set aside area under section 60ZC of the *Local Land Services Act 2013*

11. Bush fire prone land

The land or part of the land is identified as bush fire prone land in Council's records.

12. Property vegetation plans

A property vegetation plan under the *Native Vegetation Act 2003* or private native forestry plan under the *Local Land Services Act* 2013 does not apply to the land.

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).

An order under the *Trees (Disputes Between Neighbours) Act 2006* has not been made.

14. Directions under Part 3A

No direction by the Minister pursuant to section 75P (2) (c1) of the *Environmental Planning & Assessment Act* is in force.

15. Site compatibility certificates and conditions for seniors housing

(a) Council is not aware of any current site compatibility certificates (seniors housing) in respect of proposed development on the land.

(b) No terms referred to in clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* have been imposed as conditions of consent to a development application for the land granted after 11 October 2007.

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

Council is not aware of any valid site compatibility certificate (infrastructure, schools or TAFE establishments) in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

(1) Council is not aware of any current site compatibility certificate (affordable rental housing) in respect of proposed development on the land.

(2) No terms referred to in clause 17(1) or 37(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* have been imposed as conditions 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.

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

(1) Not applicable.

(2) Not applicable.

19. Site verification certificates

Council is not aware of a current site verification certificate in respect of the land.

20. Loose-fill asbestos insulation

The land does not include 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.

21. Affected building notices and building product rectification orders

(1) Council is not aware of any affected building notice (within the meaning of Part 4 of the *Building Products (Safety) Act 2017*) that is in force with respect to the land.

(2) Council is not aware of any outstanding notice of intention to make a building product rectification (within the meaning of the *Building Products (Safety) Act 2017)* having been given with respect to the land.

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

(a) that the land to which the certificate relates is significantly contaminated – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

(b) that the land to which the certificate relates is subject to a management order – if it is subject to such an order at the date when the certificate is issued,

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal – if it is the subject of such an approved proposal at the date when the certificate was issued,

(d) that the land to which the certificate relates is subject to an ongoing maintenance order – if it is subject to such an order at the date when the certificate is issued,

(e) that the land to which the certificate relates is the subject of a site audit statement - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

(a) The land (or part of the land) **is not** significantly contaminated as at the date this certificate is issued.

Note: the answer given above only relates to "significantly contaminated" land as defined under the Contaminated Land Management Act 1997. If Council holds sufficient information about whether or not land is contaminated land (as defined under Schedule 6 of the Environmental Planning and Assessment Act 1979), this information will be given in the 10.7(5) certificate.

(b) The land **is not** subject to a management order as at the date this certificate is issued.

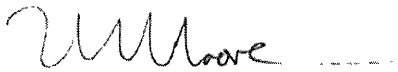
(c) The land **is not** the subject of an approved voluntary management proposal as at the date this certificate is issued.

(d) The land **is not** subject to an ongoing maintenance order as at the date this certificate is issued.

(e) The land **is not** the subject of a site audit statement as at the date this certificate is issued.

Any statement made or information given in this certificate does not relieve the property owner of obtaining Council's approval required under the *Local Government Act 1993*, the *Environmental Planning & Assessment Act 1979* as amended, or any other Act.

Mark Arnold
General Manager



Per

ANNEXURE 1

State Environmental Planning Policies and Draft State Environmental Planning Policies applicable to land within Byron Shire

SEPP NO.	TITLE	LAND AFFECTED
22	Shops and Commercial Premises	Applies to the State
32	Urban Consolidation (Redevelopment of Urban Land)	Urban Land
33	Hazardous and Offensive Development	Applies to the State.
50	Canal Estate Development	Applies to the Shire
55	Remediation of Land	Applies to the State
64	Advertising and Signage	Applies to the State
65	Design Quality of Residential Flat Development	Applies to the State but only to developments of 3 storeys or more
65	Amendment to SEPP 65 Design Quality of Residential Flat Development	Applies to the State
	State Environmental Planning Policy (Building Sustainability Index: Basix) 2004	Applies to the State
	State Environmental Planning Policy (Major Development) 2005	Applies to the State
	State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007	Applies to the State
	State Environmental Planning Policy (Infrastructure) 2007	Applies to the State
	State Environmental Planning Policy (Exempt and Complying Development Codes) 2008	Applies to the State
	State Environmental Planning Policy (State and Regional Development) 2011	Applies to the State
	State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017	Applies to the State
	State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017	Applies to non-rural lands of the State
	State Environmental Planning Policy (Coastal Management) 2018	This Policy applies to land within the coastal zone as defined under the *Coastal Management Act 2016*
	State Environmental Planning Policy (Primary Production and Rural Development) 2019	Applies to the State
	State Environmental Planning Policy (Koala Habitat Protection) 2021	Applies to the Shire.
	State Environmental Planning Policy (Housing) 2021	Applies to the State.

ANNEXURE 2

DRAFT LOCAL ENVIRONMENTAL PLAN/S No/S PLACED ON EXHIBITION PURSUANT TO SCHEDULE 1 (4) OF THE ACT

26.2020.7.1 - Amendment to Byron LEP 2014 – Planning Proposal to apply environmental zones and non-environmental zones to approximately 2,200 properties in accordance with the Northern Councils E Zone Review Final Recommendations Report prepared by the Department of Planning and Environment. The planning proposal represents 'Stage 3' of a staged program to integrate land identified as "deferred matters" into Byron Local Environmental Plan (LEP) 2014, and includes the application of environmental zones to certain "non-Deferred Matter" areas already included in LEP 2014. The Planning Proposal will amend the LEP 2014 zoning maps and other related LEP maps, for example Lot Size, Height of Building, Floor Space Ratio, Drinking Water Catchment and Acid Sulfate Soils Maps.

26.2019.10.1 – Amendment to Byron LEP 2014 – Planning Proposal to rezone land at Bayshore Drive, Byron Bay to E4 Environmental Living. The rezoning would enable a large-lot subdivision of the land to create 9 residential lots, each with a single dwelling entitlement. The proposed zoning for these lots is E4 Environmental Living, which is a new zone not currently used within the Shire. The E4 zone is proposed to apply only to cleared land within the site.

RESIDENTIAL TENANCY AGREEMENT

North Coast Lifestyle PROPERTIES

This Agreement is made on **20/07/19 at Brunswick Heads NSW 2483 between**
LANDLORD **Robert Easton (ABN)**
C/- Managing Agent
LANDLORD'S AGENT **Brunswick Heads Real Estate Pty Ltd ABN 25 407 312 179**
Trading as North Coast Lifestyle Properties
28-30 Mullumbimbi Street (PO Box 48), Brunswick Heads NSW 2483
AND
TENANT **Scott Hayward & Mio Otsuka**
Address (if different to address of premises):
Other people who will ordinarily live at the premises may be listed. Nil

RESIDENTIAL PREMISES
The residential premises are **521B The Pocket Road BILLINUDGEL 2483**
The residential premises include: Single garage & 2 other small sheds
[Include any additional matters, such as a parking space or furniture provided] as per list

IMPORTANT INFORMATION
Maximum No. Of Occupants: No more than **2** adults & **0** children may ordinarily live in the premises at any one time.
RENT The rent is **$ 500.00** payable every **week** in advance starting **20/07/19.**
The tenant pays in advance on the **Saturday** of every **week.**

THE METHOD BY WHICH RENT MUST BE PAID:

Tenant has nominated: Direct Credit

Direct Debit - from your bank, building society or credit union transaction account –
An automatic deduction to pay rent directly from your bank account or credit card (Surcharges apply – Bank account - $1 / Credit card - 1.5%)

Direct Credit – We will provide you with a unique BSB and Account number that is linked to your property – **Bank Ref: THEPOTSU-1**

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

TERM
The term of this agreement is **Twelve Months** beginning on **20/07/19** and ending on **18/07/20**

RENTAL BOND
A Rental Bond of **$2000.00** must be paid by the tenant to either the landlord or the landlord's agent or NSW Fair Trading Rental Bonds Online on or before signing this agreement. The amount of the rental bond must not be more than 4 week's rent.

URGENT REPAIRS (Nominated tradespeople for urgent repairs):
Electrician Essential Energy 13 20 80 ***OR*** Alcorn Electrical – 0413510686
Plumber Bill Connors – 0414801403
Other Repairs Austech Appliance – 0413029797 Contact office – 0400055535 **(ONLY if urgent & not covered by electrician or plumber)**

WATER USAGE ~~Yes~~ **No**
Will the tenant be required to pay separately for water usage? (if yes, see clause 11 and 12)

STRATA BY-LAWS ~~Yes~~ **No**
Are there any strata or community scheme by-laws applicable to the residential premises? (if yes, see clause 35).

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

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

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Right to occupy the premises

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

Copy of Agreement

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

Rent

3. **The tenant agrees:**
   - **3.1** to pay rent on time, and
   - **3.2** to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
   - **3.3** to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit taking institution as a result of funds of the tenant not being available for rent payment on the due date.

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

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

Rent increases

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

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

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

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.

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.

16.5 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the premises is not working properly so that the landlord can attend to the landlords obligation referred to in clause 38.1 of this agreement.

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

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

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

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

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

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

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

Landlord's general obligations for residential premises

18. **The landlord agrees:**

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

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

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

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

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

Urgent repairs

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

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

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

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

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

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

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

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

(a) a burst water service,

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

(c) a blocked or broken lavatory system,

(d a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g flooding or serious flood damage,

(h serious storm or fire damage,

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

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

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

Sale of the premises

20. **The landlord agrees:**

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

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

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

22. **The landlord and tenant agree:**

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

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

Landlord's access to the premises

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

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

23.2 if the NSW Civil & Administrative Tribunal so orders,

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

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

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

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

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

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

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

23.10 if the tenant agrees.

24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
    - 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
    - 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
    - 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

Alterations and additions to the premises

27. **The tenant agrees:**
    - 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
    - 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
    - 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
    - 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

Locks and security devices

29. **The landlord agrees**:
    - 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
    - 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 NSW Civil & Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
    - 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

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

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

Transfer of tenancy or sub-letting by tenant

32. **The landlord and tenant agree** that:
    - 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
    - 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
    - 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
    - 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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

33. **The landlord agrees** not to charge for giving permission other than for the 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 NSW Civil & Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

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

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

Swimming pools

~~[Cross out this clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]~~

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

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

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

Loose –fill asbestos insulation

40B. The landlord agrees:

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

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

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

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 / / (insert a date if the landlord and tenant agree to this clause) 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:

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, $_____

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 42 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: 2 dogs
46. 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, and the tenant agrees to repair any damage caused by animals kept on the premises.

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 a suitable container;
- **47.4** To keep the grounds tidy and free of rubbish;
- **47.5** To take special care of the items let with the premises including any furniture, furnishings and appliances;
- **47.6** To do no decoration that involves painting, marking or defacing the premises or fixing posters without the prior written consent or the landlord or an order of the NSW Civil & 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 the presence of rats, cockroaches, fleas or other pests.
- **47.9** To ventilate, in an adequate and timely manner, all bathroom, laundry and kitchen area to prevent the growth of mould.
- **47.10** Not to remove, alter or damage any water efficiency measure 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 this 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 services points located in the premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries.

ADDITIONAL TERM – RENTAL BOND

49. **The tenant agrees** not to apply for any rental bond towards payment of the 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 occupant and other persons who come on 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 up 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 Land 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

(this 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 **$0.00 per week** on / / ;
and to $_____.00 per week/fortnight/month on ____/____/____; or

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 $_____.00 per week/fortnight/month on ____/____/____;
and to $_____.00 per week/fortnight/month 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 fixed term of 2 years or more must not be increased more than once in any period of 12months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

ADDITIONAL TERM – CONDITION REPORT FORMS PART OF THIS AGREEMENT

58. For avoidance of doubt

58.1 a condition report which accompanies this tenancy agreement, forms part of this agreement; and

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

NOTE: 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.

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 NSW Civil & Administrative Tribunal.

By-law 6. Behaviour of owners and occupiers
An owner or occupier of a flat when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the tenant of another flat or to any person lawfully using the common area.

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 if 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, hang 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 or 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 or large object through or on the common area within the building unless sufficient notice has first been given to the executive committee so as to enable the landlord to arrange for a person to be present at the time when the tenant does so.

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 anything 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 the 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 the 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 the flat being used for commercial or industrial purposes rather than residential purposes).

(ATTACH ADDITIONAL TERMS & CONDITIONS HERE IS NECESSARY)

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. Other examples of where a fixed agreement can be ended are when a party has breached the agreement (in which case the notice period is not less than 14 days); or where the rent has remained unpaid in breach of the agreement for not less than 14 days

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 for "no grounds". The landlord must give at least 90 days notice and the tenant must give at least 21 days notice. Other examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days); a party has breached the agreement (in which case the notice period is not less than 14 days); or where the rent has remained unpaid in breach of the agreement for not less than 14 days

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.

VACANT POSSESSION

6. A notice of termination does not end the tenancy by itself

The tenant must return vacant possession of the premises to the landlord, on or after the day specified in the notice, for the tenancy to end. An application may be made to the NSW Civil & Administrative Tribunal if the tenant does not vacate when required.

7. Warning

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

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (which includes the Condition Report) AND AGREE TO ALL IT'S TERMS.

SIGNED BY THE LANDLORD

In the presence of:

R. Smirglian
(Name of witness)

(Signature of witness)

Yuda
(Signature of Landlord/Agent)

SIGNED BY THE TENANT

In the presence of:

R. Smirglian
(Name of witness)

(Signature of witness)

(Signature of tenant)

In the presence of:

R. Smirglian
(Name of witness)

(Signature of witness)

大塚美央
(Signature of tenant)

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

(Signature of tenant)

大塚美央
(Signature of tenant)

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

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

TENANT AGREEMENT ANNEXURE "A"

North Coast Lifestyle PROPERTIES

This Annexure "A" has been prepared to highlight important issues during your tenancy. Some of the information may be contained in the terms and conditions of the Tenancy Agreement as a general statement, which must be read and understood. This Annexure "A" has not been written to contract outside of the Act, void, modify or change any terms and conditions in the Tenancy Agreement or Residential Tenancies Act.

1) CLEANING OF PROPERTY – Clause 47

It is the tenants responsibility to clean the property on a regular basis - both inside & out. This includes removal of cobwebs, mopping of floors & cleaning of kitchen & bathrooms. All windows & sliding door tracks need cleaning regularly to ensure no damage to the rollers.

2) PETS – Clause 44, 45 & 46

NO pets are allowed on the property unless you have written consent from the lessor or Agent. The tenant agrees that should the lessor and our office approve pets to be kept on the premises; a formal pet agreement will be entered into. Failure to enter into a pet agreement will constitute a breach of agreement for the keeping of pets at the property.

3) DISHONOURED PAYMENTS – Clause 3.3

The tenant agrees to reimburse the landlord for any fees or charges incurred from any payments being dishonoured or refused by the bank for any reason. The cost of this is $15.00.

4) SMOKE ALARM – Clause 16.4 & 16.5

The tenant/s agrees not to remove or interfere with the operation of smoke alarms installed in the property. The tenant/s/s agrees to test, clean and replace batteries in all battery operated smoke alarms installed and to advise landlord/landlord agent if not operational as soon as practicable.

5) REPAIRS – Clause 16.2 & Clause 19

It is the tenant/s responsibility to notify the Agent/Landlord in writing as soon as possible of any repairs required at the property. If it is found that the repair is a result of tenant/s negligence or other, the tenant/s acknowledges that they shall be responsible for the payment for service charges by the trades' person such as but not limited to:

When there is no fault found by the tradesperson

When the tenant/s has not operated the appliance in the correct manner

When the tradesperson has not been able to gain access to the premises to carry out repairs

When in the opinion of the landlord or agent a service charge has been unreasonably incurred.

Urgent Repairs *- during business hours contact the office 02 6685 1839. After hours please refer to tradespeople listed on Page 1 of Residential Tenancy Agreement. See Clause 19 regarding Urgent Repairs to determine if repair falls under the "urgent" category.* ***Call charges will apply if tradespeople called out for non-urgent repairs***

6) COMMON PROPERTY & BY-LAWS (IF APPLICABLE) – Clause 54 & Schedule 1

The tenant/s agrees to comply with all by-laws & special conditions as set out by the Body Corporate. If there are specific By-Laws set by the Body Corporate, a copy will be made available for the tenant. Otherwise the tenant is to comply with conditions set out in Schedule 1.

7) STORAGE OF GOODS

The tenant/s acknowledges & agrees NOT to store any timber or cardboard at the property at any time. There is to be no items stored in carport areas unless prior written approval has been received.

8) KEY LOCKOUTS

The tenant/s acknowledge that should they lock themselves out & require access to any masters keys to their residence during normal office hours, the tenant is to attend the office to collect keys & return same within 24 hours. If the tenant requests the agent to attend the property with the keys, the tenant may be charged a call out fee. If the tenant should lock themselves out outside of normal office hours, the tenant will be required to contact a local locksmith for access with all costs to be met by tenant/s.

9) PARKING OF CARS

Cars, motorbikes, boats, trailers and vans are only to be parked in the designated approved areas. It is prohibited to park on the front lawn areas, body corporate common areas (if app.), nature strips or other lawn areas etc. Oil stains on driveways are your responsibility to clean and remove. Should your vehicle have an oil problem, we strongly recommend that you purchase a drip tray. Unregistered vehicles are not to be kept at the property unless they are properly garaged & the only vehicle that you own.

10) CONTACT DETAILS

The tenant/s agrees to supply telephone numbers at home and work & email (if applicable) to the managing agent and to immediately inform the managing agent of any changes made to the tenant/s contact details.

11) SUBLETTING & AIRBNB/HOLIDAY LETTING – Clause 32
The tenant has been advised & understands that, without landlord permission, the tenant does not have permission to sub-let the property either for short term stay or extended stay. Should the tenant wish to sub-let or transfer the tenancy, this request must be made in writing to the agent & written reply received from the owner prior to any action being taken. If it is found that the tenant is sub-letting in any manner it will be treated as a breach of the agreement & instructions will be sought from the landlord in respect to this breach.

12) POT PLANTS
The tenant agrees to ensure that pot plants are raised off of any carpet or timber surfaces to avoid water damage or staining.

13) CARPET STAINS (IF APPLICABLE)
The tenant agrees to remove marks and stains on the carpet immediately before serious and permanent damage occurs. If necessary, a professional carpet cleaner should be engaged with the tenant responsible for this cost.

14) POLISHED/CORK FLOORS
The tenant agrees not to walk on these floors in high heels, heavy boots or any other footwear that may scratch/damage the surface. The tenant agrees to place felt underneath furniture to prevent them scratching/damaging the surface. The tenant agrees to clean the surfaces as directed, avoiding harsh chemicals that may compromise the integrity of the top coat.

15) PAINTWORK & HOOKS ON WALLS
The tenant agrees that no nails, screws, hooks, blue tack, sticky tape or tacks are to be fixed to walls, wardrobes or ceilings without the written permission of the agent. It is our experience that when these are removed, paint and plaster damage occurs and the tenant will be held responsible.

16) SMOKING
The tenant agrees that smoking is not permitted inside the property and that cigarette butts will not be disposed of in the garden beds.

17) POOL MAINTENANCE OR SPA. (IF APPLICABLE)
The tenant agrees & understands that it is their responsibility to maintain the pool on a regular basis. The pool must be vacuumed, water balanced, filter cleaned and timers set (where fitted). All pool equipment must be accounted for and securely stored. The tenant is responsible for any chemicals &/or services required to maintain the pool during the tenancy. Should the pool require treatment through neglect from the tenant, the tenant agrees to pay for any associated costs to restore the pool to its original condition.

18) AIR CONDITIONER/S. (IF APPLICABLE)
The filters on any air-conditioners at the property are to be cleaned on a regular basis (as per manufacturers instructions). Any repairs required as a result of misuse is the tenants responsibility to pay.

19) COOKTOPS
Glass cooktops & silver/chrome finish cooktops should be treated with relevant cleaning products manufactured for this product. No harsh abrasive cleaners are not to be used.
Solid hot plates should be treated with a product called **shine on** as per manufacturer's instructions. Any spillages should be wiped off the plates to avoid rusting & pitting occurring.

20) TEMPORARY/INFLATABLE POOLS &/OR SPAS
The tenant does NOT have permission to erect a portable pool/spa at the property unless they receive written permission from the owner & the pool & fencing required complies with current local council regulations.

21) LAWNS AND GARDENS (IF APPLICABLE)
The tenant is responsible to maintain the lawns & gardens on a regular basis. The lawn is to be mowed, edges done & weeds removed from garden beds &/or lawns. Grass clippings are to be removed from the property and not put in gardens or on grass areas. Any bushes requiring trimming will be the tenants' responsibility to carry out on a regular basis. Failure to maintain the lawns & gardens in a neat and tidy condition will result in a professional lawn & garden maintenance company attending the property. The tenant agrees to pay for this cost.

22) INSURANCE
It is the tenants responsibility to ensure their personal possessions are covered by insurance. The property is covered under insurance arranged for by the owner however this DOES NOT cover the contents of the tenant.

The tenant(s) agrees that they have read and understood the above information & that this Annexure "A" forms part of the tenancy agreement.

Signature of tenant

Signature of tenant

Signature of Landlord/Agent

Date: 19.7.19

TENANT AGREEMENT ANNEXURE "B"

North Coas Lifestyle PROPERTIES

This Annexure "B" has been prepared to replace ADDITION TERMS – BREAK LEASE Clause 41 and 42 of the Residential Tenancy Agreement. This Annexure "B" has not been written to contract outside of the Act, void, modify or change any terms and conditions in the Tenancy Agreement or Residential Tenancies Act.

BREAKING THE LEASE

If the Tenant/s wishes to break the Residential Tenancy Agreement, the tenant is required to place their Notice of Intent to Break Lease in writing to the Landlord/Landlords Agent. The Tenant/s are required to give as much notice as possible of their intent to vacate as well as a date of which the property will be available from.

The Landlord/Landlords Agent will begin advertising of the property once the notice to break lease has been received with the availability date of the property. The tenant/s will be responsible for the cost of this advertising as listed below.

The tenant/s will permit access to the property by the Landlord/s and/or Managing Agent to show potential Tenant/s the property, with notice to the current tenant/s of required times to inspect with potential tenant/s

The tenant/s understand that all applications will be processed in accordance with office procedures and that should a background check reveal issues with a prospective Tenant/s rental history or the prospective Tenant/s ability to afford the rent, their application will be refused at the landlord/s or agents discretion.

If the tenant/s breaks their lease agreement, they agree to pay all the costs and charges relating to the re-letting of the property. These charges being as follows:

Rent: Rent must be paid until a new tenant is found, lease signed & new tenancy commenced. Bond is NOT to be used for this purpose (See Clause 49)

Letting Fee: Pro-Rata of one week's rent + GST (calculated at end of tenancy)

Lease Preparation Fee: $30.00 + GST = $33.00

Advertising Fee: $66.36 + GST = $73.00

The Tenant/s bond will not be released until the new tenant/s has signed the Residential Tenancy Agreement, paid their bond in full and their first two weeks rent, a satisfactory outgoing inspection has been completed by the Landlord/s or their Agent & any fees, costs due & payable has been paid.

If the property remains vacant due to the tenant/s vacating for a period prior to the new tenant moving into the property, the vacating tenant will be required to have a pre-tenancy clean completed to ensure that the property is clean i.e. dust, dirt, cobwebs and windows cleaned. If the tenant/s were responsible for yard maintenance then this must also be maintained until a new tenant moves in or the lease ends – whichever occurs first.

The Tenant/s acknowledge that they also have a responsibility to limit the rent loss of the property during the break lease notice and a new tenant being found, it is recommended that the tenant also advertises the property and shows prospective tenant/s the property. Any prospective Tenant/s wishing to submit an application will be required to complete an approved application form available from the Landlord/s or Landlord Agent's office. It is strongly recommended that if the Tenant/s breaking their lease agreement and intend to advertise the property, that the Tenant/s obtain a copy of the advertising from the Landlord/ Landlords Agent advertising to ensure that the property is correctly advertised.

Signature of tenant _____ Signature of tenant _____

Date: _____

Signature of Landlord/Agent _____

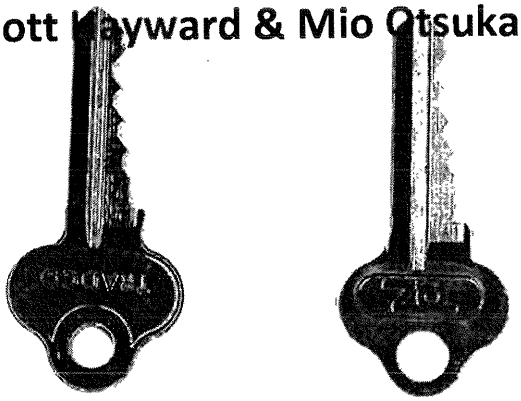
North Coast Lifestyle
PROPERTIES

Keys for

521B The Pocket Road BILLINUDGEL

Tenant: Scott Hayward & Mio Otsuka

1 Key x 2



The tenant acknowledges they have received the following:

1. Copy of Residential Tenancy Agreement
2. Fair Trading New Tenant Checklist & Addendum
3. Condition Report – to be completed & returned to office within 7 days
4. Keys as copies above

Signed: _____ 大塚美央

Date: 19.7.19

Landlord/Agent: Judd

North Coast Lifestyle
PROPERTIES

Email Service of Notices and Documents Consent Form

Note: Use this form where consent is required for confirmation of email service of notices and documents where there is no record of confirmation of email service and a list of notices and documents which email service applies to the party noted on a tenancy agreement or any other documentation retained by the property agent.

Date: 20/07/19

I/We **Scott Hayward & Mio Otsuka** consent to all notices and documentation relevant to the proposed sale, purchase, management or letting (as applicable) of:

521B The Pocket Road
BILLINUDGEL NSW 2483 ("Premises")

being served electronically via email **miohayward.mosh@gmail.com; scot.mosh@icloud.com.**

Where the Premises are subject to a tenancy agreement, I/we consent to the service of notices and documents required to be given or served in respect of or under the tenancy agreement for the Premises including but is not limited to termination notices, notice of intention to sell the Premises, notice of access/inspection/entry and a notice of rent increase.

I/We **Scott Hayward & Mio Otsuka** acknowledge that by providing an email address and signing this form, I/we consent to **North Coast Lifestyle Properties** updating my/our details of the method of communication for the purposes of email service of notices and other documents on all relevant documents.

Signatures of the consenting party/s:

大塚美央

Date: 19.7.19

North Coast Lifestyle
PROPERTIES

PET AGREEMENT - 521B The Pocket Road , BILLINUDGEL

I/We Scott Hayward & Mio Otsuka, understand that the request for 2 dogs - 1 x American Staffy & 1 Bull Arab X, to reside at the property above has been approved based on the following:

1. Under the terms of the Residential Tenancy Agreement signed, Clause 46 states that *"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, and the tenant agrees to repair any damage caused by animals kept on the premises."*

A receipt for all work done will be required as proof of this treatment.

2. It is also understood that any damage caused to the property due to the animal being onsite is the tenants responsibility for repair. Any pet faeces must be collected on a daily basis & tenants must ensure that they comply with all local Council Regulations.

3. Should any extra fencing be required to contain the pet, any costs associated with this are solely the tenant/s responsibility.

4. NEITHER THE AGENT NOR THE OWNER ACCEPTS ANY RESPONSIBILITY PERTAINING TO THE PET BEING AT THE PROPERTY AT ANY TIME.

I/We, Scott Hayward & Mio Otsuka, take full responsibility for the pet & its actions as outlined above.

Signed: 大塚美央

Scott Hayward & Mio Otsuka
Date: 19.7.19