

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Redden Family Real Estate</b> 3 Gilgai Court, Dubbo NSW 2830 Email: michael@reddenfamily.com.au	<b>Phone: 04 0984 4036</b>
co-agent		
vendor	<b>Simon Andrew Friend and Kelly Friend</b> 12 Hovea Circuit, Dubbo NSW 2830	
vendor's solicitor	<b>Osborne Legal</b> 31 Talbragar Street, Dubbo NSW 2830 PO Box 715, Dubbo NSW 2830 Email: tiffany@osbornelegal.com.au	<b>Phone: 02 6885 6355</b> <b>Ref: TH:TC:2023/4215</b>
date for completion	<b>42nd day after the contract date (clause 15)</b>	
land (address, plan details and title reference)	<b>9 Snowy Cres, Dubbo NSW 2830</b> <b>Lot 304 in Deposited Plan 1237214</b> <b>Folio Identifier 304/1237214</b>	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

<b>inclusions</b>	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> other:
<b>exclusions</b>	
<b>purchaser</b>	
<b>purchaser's solicitor</b>	
<b>price</b>	\$
<b>deposit</b>	\$ _____ (10% of the price, unless otherwise stated)
<b>balance</b>	\$
<b>contract date</b>	(if not stated, the date this contract was made)

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

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

**buyer's agent**

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

**SIGNING PAGE**

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

## Choices

Vendor agrees to accept a *deposit-bond*

☐ NO ☐ yes

**Nominated *Electronic Lodgement Network (ELN)*** (clause 4):

PEXA

**Manual transaction** (clause 30)

☒ NO ☐ yes

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

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

**Land tax** is adjustable

☒ NO ☐ yes

**GST:** Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an *GSTRW payment*  
(GST residential withholding payment)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

## List of Documents

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
  - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
    - 9.2.1 for 12 months after the *termination*; or
    - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
  - 9.3 sue the purchaser either –
    - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
      - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
      - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
    - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
  - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
  - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
  - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
  - 12.2 to apply (if necessary in the name of the vendor) for –
    - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
    - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
  - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

### 13 Goods and services tax (GST)

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

**14 Adjustments**

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

**15 Date for completion**

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

**16 Completion****• Vendor**

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

**• Purchaser**

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

**17 Possession**

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
  - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
  - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
  - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
  - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
  - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
    - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
    - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.



- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
  - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
  - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
- 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract – that address; or
  - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
  - 30.6.3 in any other case – the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
  - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
  - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
  - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
  - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
  - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
  - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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

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## **SPECIAL CONDITIONS**

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

### **1. Notice to complete**

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In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

### **2. Death or incapacity**

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Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

### **3. Purchaser acknowledgements**

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The purchaser acknowledges that they are purchasing the property:

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

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

### **4. Late completion**

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In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and

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including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

**5. Agent**

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

**6. Smoke alarms**

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The property has smoke alarms installed.

**7. Swimming pool**

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The property does not have a swimming pool.

**8. Deposit bond**

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- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
  - (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
  - (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
  - (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.
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**9. Electronic settlement**

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- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
  - (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.
  - (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
  - (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
  - (e) Settlement takes place when the financial settlement takes place.
  - (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
  - (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. The parties must settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
  - (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.
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LAND  
REGISTRY  
SERVICES

# Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 304/1237214

SEARCH DATE	TIME	EDITION NO	DATE
17/3/2023	2:27 PM	3	15/11/2018

LAND

LOT 304 IN DEPOSITED PLAN 1237214  
AT DUBBO  
LOCAL GOVERNMENT AREA DUBBO REGIONAL  
PARISH OF DUBBO COUNTY OF LINCOLN  
TITLE DIAGRAM DP1237214

FIRST SCHEDULE

SIMON ANDREW FRIEND

KELLY FRIEND

AS JOINT TENANTS

(T AN86854)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1148946 EASEMENT TO DRAIN SEWAGE 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1148946 EASEMENT TO DRAIN WATER 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1204528 EASEMENT TO DRAIN WATER 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1237214 EASEMENT TO DRAIN SEWAGE 2, 3.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1237214 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 7 DP1237214 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1237214 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (5) IN THE S.88B INSTRUMENT
- 9 AN860341 MORTGAGE TO SUNCORP-METWAY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 17/3/2023

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

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Received: 17/03/2023 14:27:25

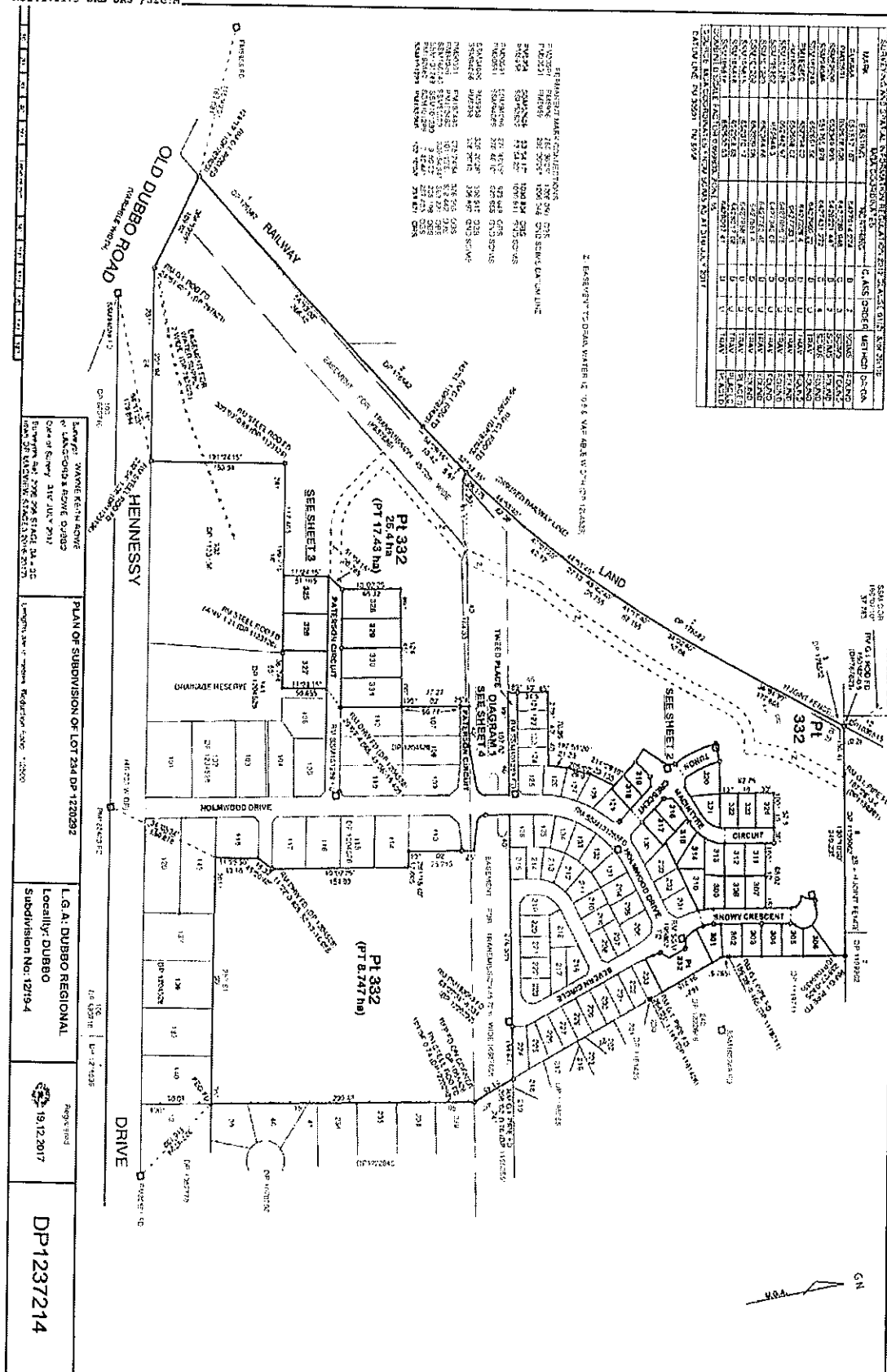
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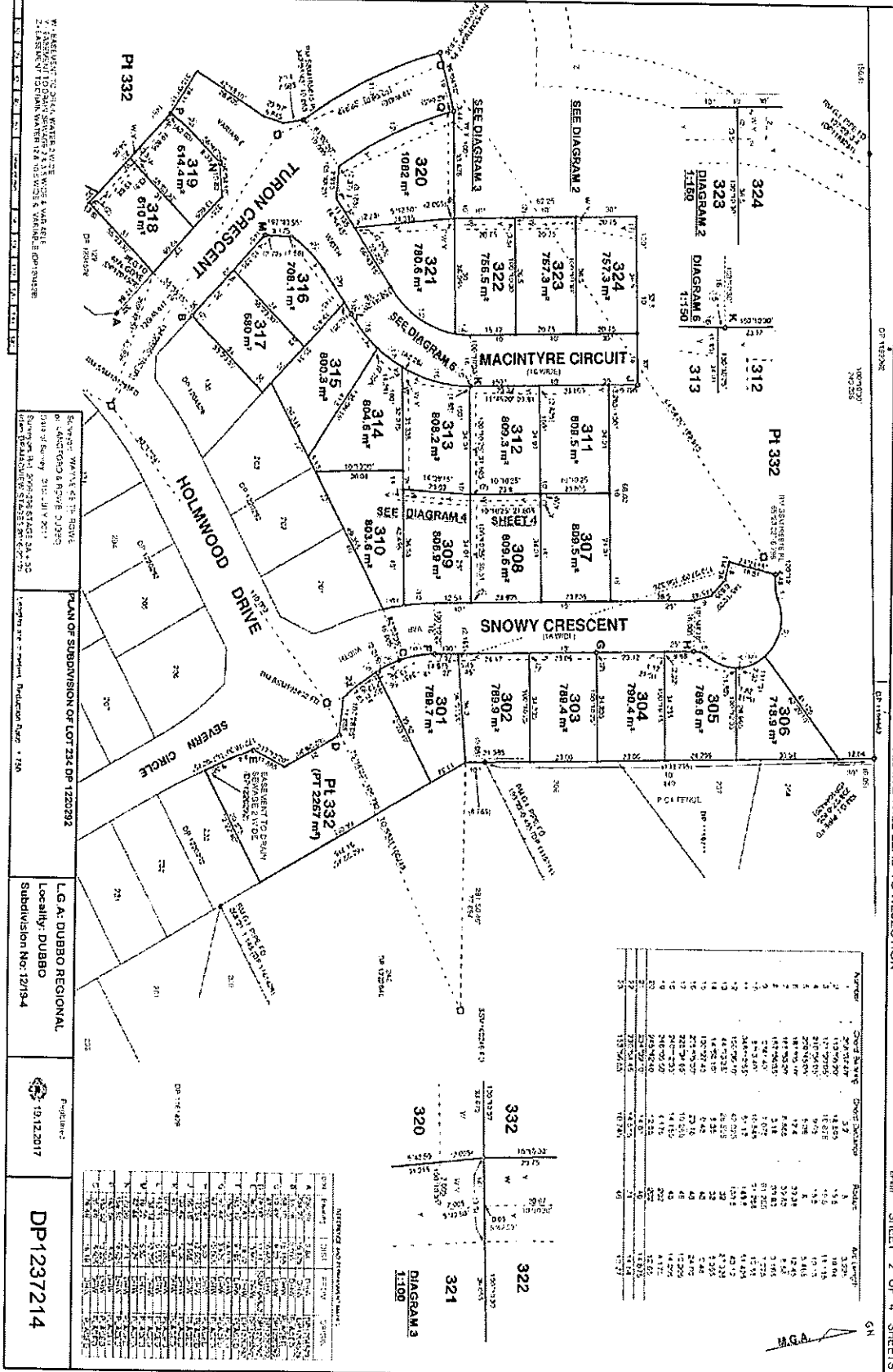
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	NO.	AMOUNT	DATE	TIME		
ALABAMA	10371-07	\$239,412.72	D	3	STATUS	
ALASKA	10371-08	\$4,200.00	D	3	STATUS	
ARIZONA	10371-09	\$4,200.00	D	3	STATUS	
ARKANSAS	10371-10	\$4,200.00	D	3	STATUS	
CALIFORNIA	10371-11	\$4,200.00	D	3	STATUS	
COLORADO	10371-12	\$4,200.00	D	3	STATUS	
CONNECTICUT	10371-13	\$4,200.00	D	3	STATUS	
DELAWARE	10371-14	\$4,200.00	D	3	STATUS	
FLORIDA	10371-15	\$4,200.00	D	3	STATUS	
GEORGIA	10371-16	\$4,200.00	D	3	STATUS	
HAWAII	10371-17	\$4,200.00	D	3	STATUS	
ILLINOIS	10371-18	\$4,200.00	D	3	STATUS	
INDIANA	10371-19	\$4,200.00	D	3	STATUS	
IOWA	10371-20	\$4,200.00	D	3	STATUS	
KANSAS	10371-21	\$4,200.00	D	3	STATUS	
KENTUCKY	10371-22	\$4,200.00	D	3	STATUS	
LOUISIANA	10371-23	\$4,200.00	D	3	STATUS	
MAINE	10371-24	\$4,200.00	D	3	STATUS	
MARYLAND	10371-25	\$4,200.00	D	3	STATUS	
MASSACHUSETTS	10371-26	\$4,200.00	D	3	STATUS	
MICHIGAN	10371-27	\$4,200.00	D	3	STATUS	
MINNESOTA	10371-28	\$4,200.00	D	3	STATUS	
MISSISSIPPI	10371-29	\$4,200.00	D	3	STATUS	
MISSOURI	10371-30	\$4,200.00	D	3	STATUS	
MONTANA	10371-31	\$4,200.00	D	3	STATUS	
NEBRASKA	10371-32	\$4,200.00	D	3	STATUS	
NEVADA	10371-33	\$4,200.00	D	3	STATUS	
NEW HAMPSHIRE	10371-34	\$4,200.00	D	3	STATUS	
NEW JERSEY	10371-35	\$4,200.00	D	3	STATUS	
NEW MEXICO	10371-36	\$4,200.00	D	3	STATUS	
NEW YORK	10371-37	\$4,200.00	D	3	STATUS	
NORTH CAROLINA	10371-38	\$4,200.00	D	3	STATUS	
NORTH DAKOTA	10371-39	\$4,200.00	D	3	STATUS	
OHIO	10371-40	\$4,200.00	D	3	STATUS	
OKLAHOMA	10371-41	\$4,200.00	D	3	STATUS	
OREGON	10371-42	\$4,200.00	D	3	STATUS	
PENNSYLVANIA	10371-43	\$4,200.00	D	3	STATUS	
RHODE ISLAND	10371-44	\$4,200.00	D	3	STATUS	
SOUTH CAROLINA	10371-45	\$4,200.00	D	3	STATUS	
SOUTH DAKOTA	10371-46	\$4,200.00	D	3	STATUS	
TENNESSEE	10371-47	\$4,200.00	D	3	STATUS	
TEXAS	10371-48	\$4,200.00	D	3	STATUS	
UTAH	10371-49	\$4,200.00	D	3	STATUS	
VERMONT	10371-50	\$4,200.00	D	3	STATUS	
VIRGINIA	10371-51	\$4,200.00	D	3	STATUS	
WASHINGTON	10371-52	\$4,200.00	D	3	STATUS	
WEST VIRGINIA	10371-53	\$4,200.00	D	3	STATUS	
WISCONSIN	10371-54	\$4,200.00	D	3	STATUS	
WYOMING	10371-55	\$4,200.00	D	3	STATUS	
ALABAMA	10371-56	\$4,200.00	D	3	STATUS	
ALASKA	10371-57	\$4,200.00	D	3	STATUS	
ARIZONA	10371-58	\$4,200.00	D	3	STATUS	
ARKANSAS	10371-59	\$4,200.00	D	3	STATUS	
CALIFORNIA	10371-60	\$4,200.00	D	3	STATUS	
COLORADO	10371-61	\$4,200.00	D	3	STATUS	
CONNECTICUT	10371-62	\$4,200.00	D	3	STATUS	
DELAWARE	10371-63	\$4,200.00	D	3	STATUS	
FLORIDA	10371-64	\$4,200.00	D	3	STATUS	

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**WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION**

SHEET 1 OF 4 SHEETS



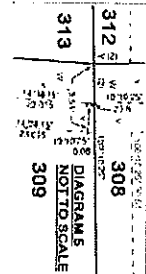
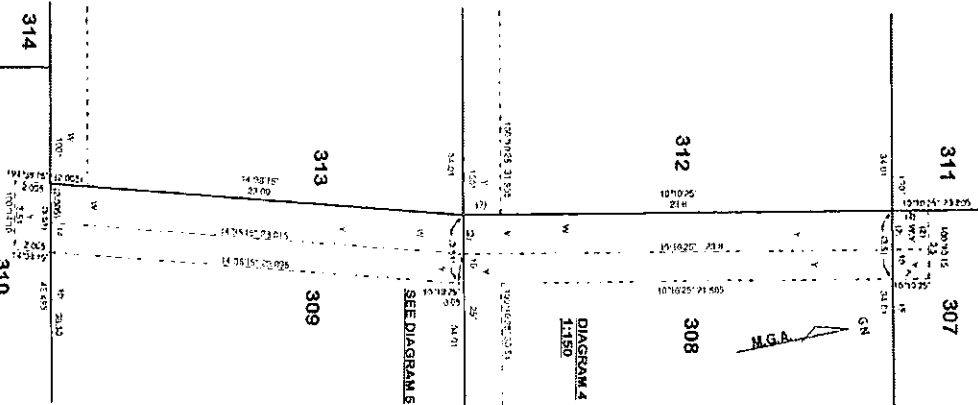
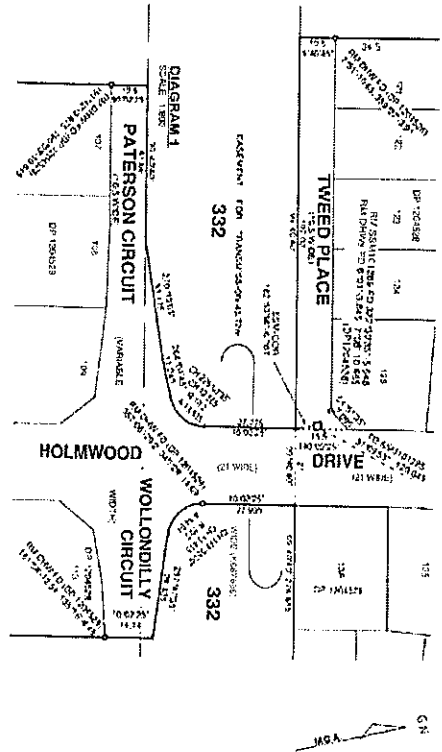




PLANFORM 2 (A2)

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

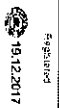
SHEET 4 OF 4 SHEETS



PLAN OF SUBDIVISION OF LOT 234 DP 1237214

Survey: STAFF KEN F. COLE  
 Date of Survey: 18/10/2017  
 Surveyor: STAFF KEN F. COLE  
 Date of Survey: 18/10/2017  
 Surveyor: STAFF KEN F. COLE  
 Date of Survey: 18/10/2017

L.G.A. DUBBO REGIONAL  
 Locality: DUBBO  
 Subdivision No: 12194



DP1237214



PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

Registered:  19.12.2017

Office Use Only

Office Use Only

DP1237214

PLAN OF SUBDIVISION OF LOT 234 IN  
D.P.1220292.

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 1950 *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 12-19/4-  
 Date of Endorsement: 16 November 2017

LOT No.	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
301	3	SNOWY	CRESCENT	DUBBO
302	5	SNOWY	CRESCENT	DUBBO
303	7	SNOWY	CRESCENT	DUBBO
304	9	SNOWY	CRESCENT	DUBBO
305	11	SNOWY	CRESCENT	DUBBO
306	13	SNOWY	CRESCENT	DUBBO
307	10	SNOWY	CRESCENT	DUBBO
308	8	SNOWY	CRESCENT	DUBBO
309	6	SNOWY	CRESCENT	DUBBO
310	4	SNOWY	CRESCENT	DUBBO
311	11	MACINTYRE	CIRCUIT	DUBBO
312	9	MACINTYRE	CIRCUIT	DUBBO
313	7	MACINTYRE	CIRCUIT	DUBBO
314	5	MACINTYRE	CIRCUIT	DUBBO
315	3	MACINTYRE	CIRCUIT	DUBBO
316	5	TURON	CRESCENT	DUBBO
	1	MACINTYRE	CIRCUIT	DUBBO
317	3	TURON	CRESCENT	DUBBO
318	4	TURON	CRESCENT	DUBBO
319	6	TURON	CRESCENT	DUBBO
	2	MO LONGLO	CRESCENT	DUBBO
320	7	TURON	CRESCENT	DUBBO
	2	MACINTYRE	CIRCUIT	DUBBO
321	4	MACINTYRE	CIRCUIT	DUBBO

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2006-296 STAGE3A & 3C




PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

<p>Office Use Only</p> <p>Registered:  19.12.2017</p> <p>PLAN OF SUBDIVISION OF LOT 234 IN D.P.1220292.</p> <p>Subdivision Certificate number: <u>12-14/A</u></p> <p>Date of Endorsement: <u>16 November 2017</u></p>	<p>Office Use Only</p> <p style="font-size: 24pt; text-align: center;">DP1237214</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> <li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i></li> <li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li> <li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li> <li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
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322	6	MACINTYRE	CIRCUIT	DUBBO
323	8	MACINTYRE	CIRCUIT	DUBBO
324	10	MACINTYRE	CIRCUIT	DUBBO
325	10	PATERSON	CIRCUIT	DUBBO
326	8	PATERSON	CIRCUIT	DUBBO
327	6	PATERSON	CIRCUIT	DUBBO
328	13	PATERSON	CIRCUIT	DUBBO
329	11	PATERSON	CIRCUIT	DUBBO
330	9	PATERSON	CIRCUIT	DUBBO
331	7	PATERSON	CIRCUIT	DUBBO
332	ADDRESS	NOT	AVAILABLE	DUBBO

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN WATER 2 WIDE (W)
2. EASEMENT TO DRAIN SEWAGE 2 AND 3.5 WIDE AND VARIABLE WIDTH (Y)
3. RESTRICTIONS ON THE USE OF THE LAND
4. RESTRICTIONS ON THE USE OF THE LAND
5. RESTRICTIONS ON THE USE OF THE LAND
6. RESTRICTIONS ON THE USE OF THE LAND

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO RELEASE:

1. EASEMENT TO DRAIN WATER 12, 10.5 AND VARIABLE WIDTH (D.P.1204528)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2006-296 STAGE3A&3C

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Registered:  19.12.2017

Office Use Only

Office Use Only

DP1237214

PLAN OF SUBDIVISION OF LOT 234 IN  
D.P.1220292.

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SS/ Regulation 2012
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 196D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

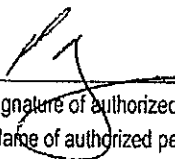
Subdivision Certificate number: 12-19/4

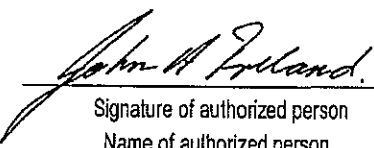
Date of Endorsement: 16 November 2017

Certified correct for the purpose of the Real  
Property Act 1900 by the corporation named  
Below the common seal of which was affixed  
Pursuant to the authority specified and in the  
Presence of the authorized person(s) whose  
Signature(s) appear(s) below.

Corporation: Dubbo Residential Estate Pty  
Limited CAN 118 617 904

Authority: Section 127 of the Corporations  
Act 2001.

  
Signature of authorized person  
Name of authorized person:  
PETER MICHAEL ROGERS  
Office held: DIRECTOR

  
Signature of authorized person  
Name of authorized person  
JOHN HOWARD IRELAND  
Office held: DIRECTOR

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2006-296 STAGE3A&3C


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

Registered:  19.12.2017

Office Use Only

Office Use Only

DP1237214

PLAN OF SUBDIVISION OF LOT 234 IN  
D.P.1220292.

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 12-19/4

Date of Endorsement: 16 November 2017

Mortgagee under Mortgage No. AC673948

Signed at Perth this 24th day of

November 2017 for National

Australia Bank Limited ABN 12 004 044 937

by TIM BROWN

its Senior Business Banking Manager

Attorney No. 39 Book 4512

Level 3 Attorney

Witness/Bank Officer: RACHEL O'DONOGHUE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2006-296 STAGE3A&3C

ePlan

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919**

(Sheet 1 of 6 Sheets)

Plan: **DP1237214**

Plan of Subdivision of Lot 234  
 In DP 1220292 covered by  
 Subdivision Certificate No. 12-19/4

**Full name and address  
 of owner of the land**  
 FI 234/120292

Dubbo Residential Estate Pty Limited ACN 118 617 904  
 C/- Henry Melville & Co 138 William Street, BATHURST NSW 2795

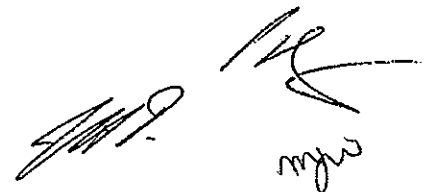
**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 2 wide (W)	307 to 309 inclusive, 313, 318 to 327 inclusive, 330	Dubbo Regional Council
2	Easement to Drain Sewage 2 and 3.5 wide and variable width (Y)	301 to 332 inclusive	Dubbo Regional Council
3	Restrictions on the use of the land	301 to 331 inclusive	Every other Lot excepting Lot 332
4	Restrictions on the use of the land	301 to 331 inclusive	Every other Lot excepting Lot 332
5	Restrictions on the use of the land	301 to 319 inclusive 321 to 324 inclusive	Every other Lot excepting Lot 332
6	Restrictions on the use of the land	325 to 331 inclusive	Every other Lot excepting Lot 332

**PART 1A (Release)**

Number of item shown in the intention panel on the plan	Identity of easement or profit à prendre to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 12, 10.5 and variable width (DP1204528)	Part Lot 234 DP 1220292 now comprised within Paterson Circuit	Dubbo Regional Council

**PART 2 (Terms)**



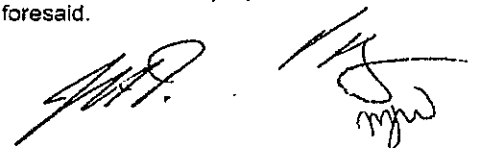
Handwritten signatures and initials, including a large signature and the initials 'myw'.

Plan: **DP1237214**

Plan of Subdivision of Lot 234  
in DP 1220292 covered by  
Subdivision Certificate No 12-19/4

**Terms of Restrictions on the use of land numbered 3 in the plan**

- (a) No building shall be erected or permitted to remain on any Lot burdened unless the building is set back from the boundaries of the property in accordance with Dubbo Regional Council Development Control Plan and any other requirements of Dubbo Regional Council.
- (b) No building shall be erected or permitted to remain on any Lot burdened with a roof of materials other than tiles or slate or colourbond type metal roofing.
- (c) No building constructed on the land shall have a flat roof.
- (d) No duplex shall be erected or permitted to remain on any Lot burdened where the total floor area of the duplex building is less than 300 square metres excluding car accommodation and verandahs.
- (e) No building erected on any Lot shall be used for any commercial, manufacturing, industrial or retail purpose and no offensive or noisy trade or activity, including:
  - (i) The breeding and kennelling of dogs;
  - (ii) The housing of any animals other than pet dogs and cats;
  - (iii) The storing or housing on the property of any plant and machinery that together or on its own exceeds 5 tonnes;
  - (iv) The use of the property for parking of trucks or other earth moving equipment.
- (f) No garage or shed shall:-
  - (i) Be constructed on the Lot burdened between the front building line of the main building and the street alignment.
  - (ii) Be constructed on the Lot burdened between the front building line and the rear building line of the main building unless it is constructed of the same materials as the main building.
  - (iii) Be constructed to the rear of the main building unless the same is of similar design and of similar materials and colour to the main building or is of colourbond construction.
  - (iv) Be used for the purposes of a residence.
- (g) No privy or other toilet facilities shall be erected or permitted to remain on any Lot burdened unless the same forms part of the main building/s or part of a cabana serving a swimming pool area providing that nothing herein contained shall prevent any temporary privy or toilet facility being erected or placed on any Lot burdened during the construction thereof of the main building/s provided further that if any such temporary privy or toilet facility is visible from any road or any other Lot in the said Plan, the same shall be suitably screened from such vision and provided further that any such temporary privy or toilet facility is removed immediately upon occupation being taken of the main building/s aforesaid.



ePlan

(Sheet 3 of 6 Sheets)

Plan: **DP1237214**

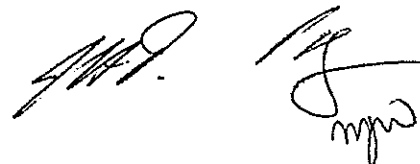
Plan of Subdivision of Lot 234  
in DP 1220292 covered by  
Subdivision Certificate No 12-19/4

- (h) Except for the purposes of a sale or during the course of construction of buildings, no advertising, hoarding or signs shall be displayed or erected on each Lot burdened.
- (i) Except during the course of construction of buildings on each Lot burdened, no portable shed or machinery, metal, tiles, timber, bricks or any other building materials shall be placed on the land.
- (j) No unregistered caravans or trailers or other vehicles shall be parked or placed on each Lot burdened unless garaged.
- (k) No sand, gravel, soil, loam, stone or other earthen material shall be removed or excavated from any Lot burdened except where such removal or excavation is necessary for the construction of a building, swimming pool or other structure.
- (l) No fencing shall be erected on the Lots burdened other than a colourbond "SUMMER SHADE" colour fencing.
- (m) No fencing shall be permitted on any Lot burdened unless the same is approved by Dubbo Regional Council.
- (n) No fencing shall be erected on each Lot burdened that is greater than 1800mm in height.
- (o) For the benefit of adjoining land but only during the ownership thereof by Dubbo Residential Estate Pty Limited ACN 118 617 904, their successors and assigns other than Purchasers on sale, no fence shall be erected on any Lot burdened to divide the same from such adjoining land without prior written consent of Dubbo Residential Estate Pty Limited ACN 118 617 904 but such consent shall not be withheld if such fence is erected without the expense to Dubbo Residential Estate Pty Limited ACN 118 617 904 and in favour of any person dealing with the Purchasers. Such consent shall be deemed to have been given in respect of every such Lot for the time being given.

Name of person empowered to release, vary or modify restrictions numbered 3 in the plan  
- Dubbo Residential Estate Pty Limited ACN 118 617 904.

**Terms of Restrictions on the use of land numbered 4 in the plan**

- (a) No residential building shall be erected on the Lots burdened unless the footings of such building have been assessed and designed by a properly qualified geotechnical or structural engineer.
- (b) No domestic water supply bore may be constructed onsite, without the prior approval of Dubbo Regional Council.
- (c) No domestic grey water effluent disposal system may be installed and discharge effluent onto the allotment, without the prior approval of Dubbo Regional Council.



ePlan

(Sheet 4 of 6 Sheets)

Plan: **DP1237214**

Plan of Subdivision of Lot 234  
in DP 1220292 covered by  
Subdivision Certificate No 12-19/4

Name of person empowered to release, vary or modify restrictions numbered 4 in the plan  
- Dubbo Regional Council ABN 77 296 185 278.

**Terms of Restrictions on the use of land numbered 5 in the plan**

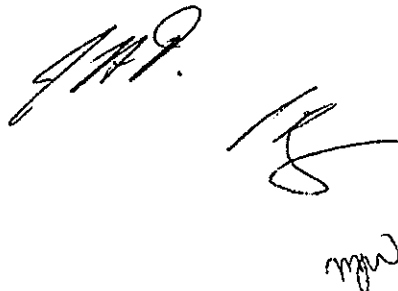
- (a) No building shall be erected or permitted to remain on any Lot burdened having a floor area of less than 190 square metres inclusive of car accommodation, verandas and patios.
- (b) No more than one main building shall be erected on any Lot burdened and such main building shall not be used or permitted to be used other than a single private dwelling and no other building, structure, van, caravan, mobile home, transportable home and/or building or other form of home accommodation shall either permanently or temporarily before or after construction of such main building be used as a dwelling. No such main building shall be other than a single storey construction.

Name of person empowered to release, vary or modify restrictions numbered 6 in the plan  
- Dubbo Residential Estate Pty Limited ACN 118 617 904.

**Terms of Restrictions on the use of land numbered 6 in the plan**

- (a) No building shall be erected or permitted to remain on any Lot burdened having a floor area of less than 200 square metres inclusive of car accommodation, verandas and patios.
- (b) No more than one main building shall be erected on any Lot burdened and such main building shall not be used or permitted to be used other than a single private dwelling and no other building, structure, van, caravan, mobile home, transportable home and/or building or other form of home accommodation shall either permanently or temporarily before or after construction of such main building be used as a dwelling. No such main building shall be other than a single storey construction.

Name of person empowered to release, vary or modify restrictions numbered 6 in the plan  
- Dubbo Residential Estate Pty Limited ACN 118 617 904.

The block contains three handwritten signatures or initials. The first is a large, stylized signature that appears to be 'J.P.P.'. The second is a signature that looks like 'J.S.'. The third is a smaller signature or set of initials, possibly 'M.W.'.

ePlan

(Sheet 5 of 6 Sheets)

Plan: **DP1237214**


Plan of Subdivision of Lot 234  
in DP 1220292 covered by  
Subdivision Certificate No 12-19/4

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signatures(s) appear(s) below.

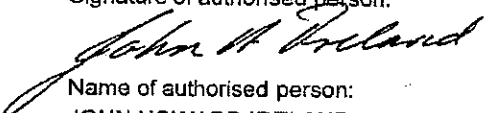
Corporation: Dubbo Residential Estate Pty Limited ACN 118 617 904

Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

  
Name of authorised person:  
PETER MICHAEL ROGERS  
Office held: DIRECTOR

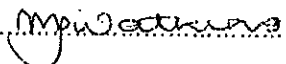
Signature of authorised person:

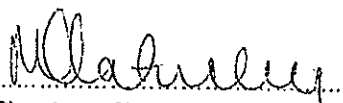
  
Name of authorised person:  
JOHN HOWARD IRELAND  
Office held: DIRECTOR

SIGNED for and on behalf of Dubbo Regional Council by

Melissa Watkins

being the Authorised Officer of Dubbo Regional Council:

  
.....

  
.....  
Signature of Witness

Margaret CLATWORTHY  
.....  
Name of Witness (BLOCK LETTERS)

4 Langford Dr DUBBO  
.....  
Personal Assistant  
.....  
Address and Occupation of Witness



ePlan

(Sheet 6 of 6 Sheets)

Plan: **DP1237214**

Plan of Subdivision of Lot 234  
in DP 1220292 covered by  
Subdivision Certificate No 12-19/4

SIGNED for and on behalf of National  
Australia Bank by

Mortgagee under Mortgage No.  
Signed at this  
Day of 2017 for National  
Australia Bank Limited ABN 12 004 044 937 by

Its duly appointed officer under Power of  
Attorney No. Book

Attorney

Witness/Bank officer

Mortgagee under Mortgage No. **AC673948**  
Signed at **Nov 2017** day of  
**NOVEMBER** 2017 for National  
Australia Bank Limited ABN 12 004 044 937  
by **TIM BROWN**  
its duly appointed officer under Power of  
Attorney No. **Book 4512**  
Level **3** Attorney  
Witness/Bank Officer  
**RACHEL O'DONOGHUE**

REGISTERED



19.12.2017

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2008年12月27日

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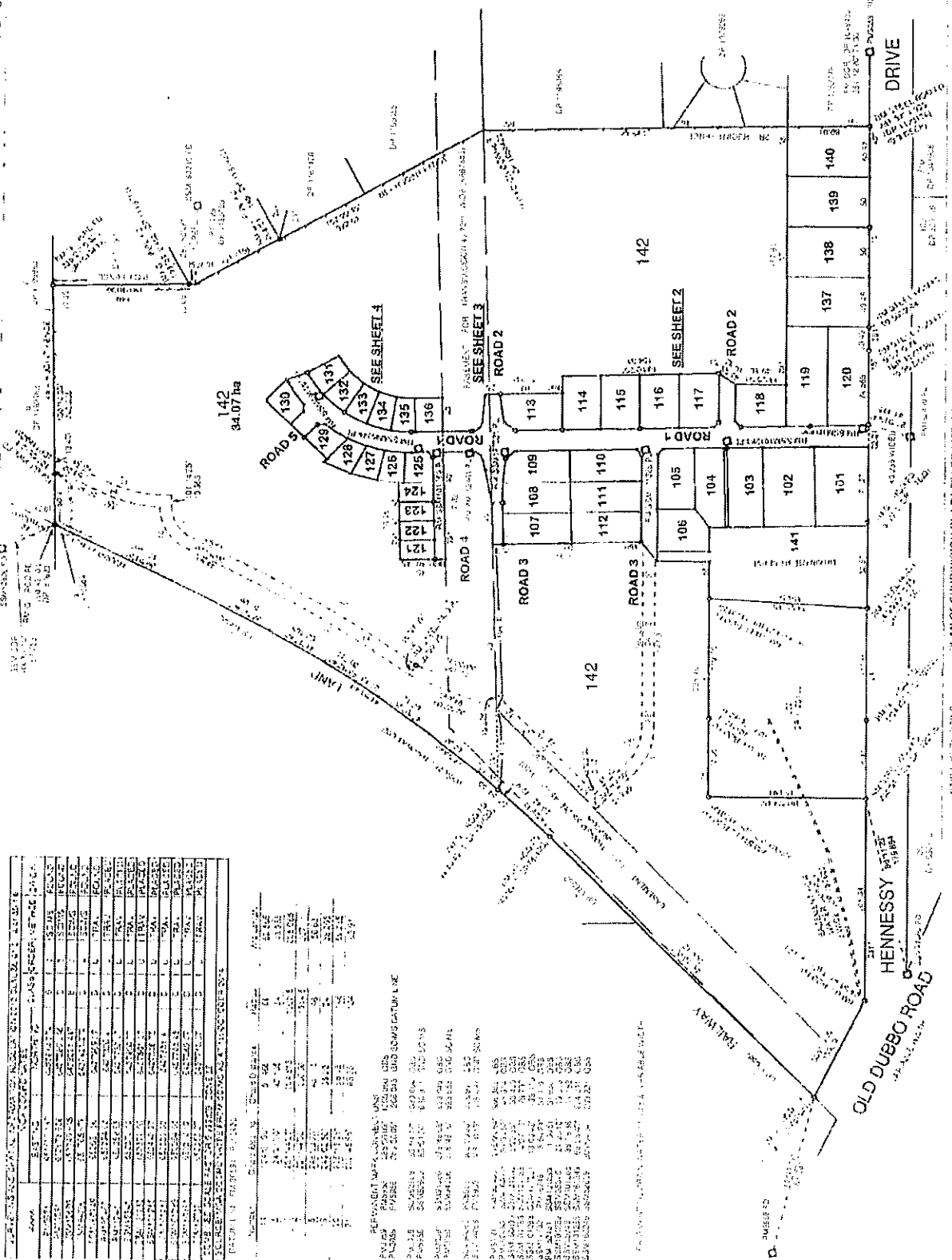
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Page 1 of 1



PLAN OF SUBDIVISION OF LOT 301 BP 1123136

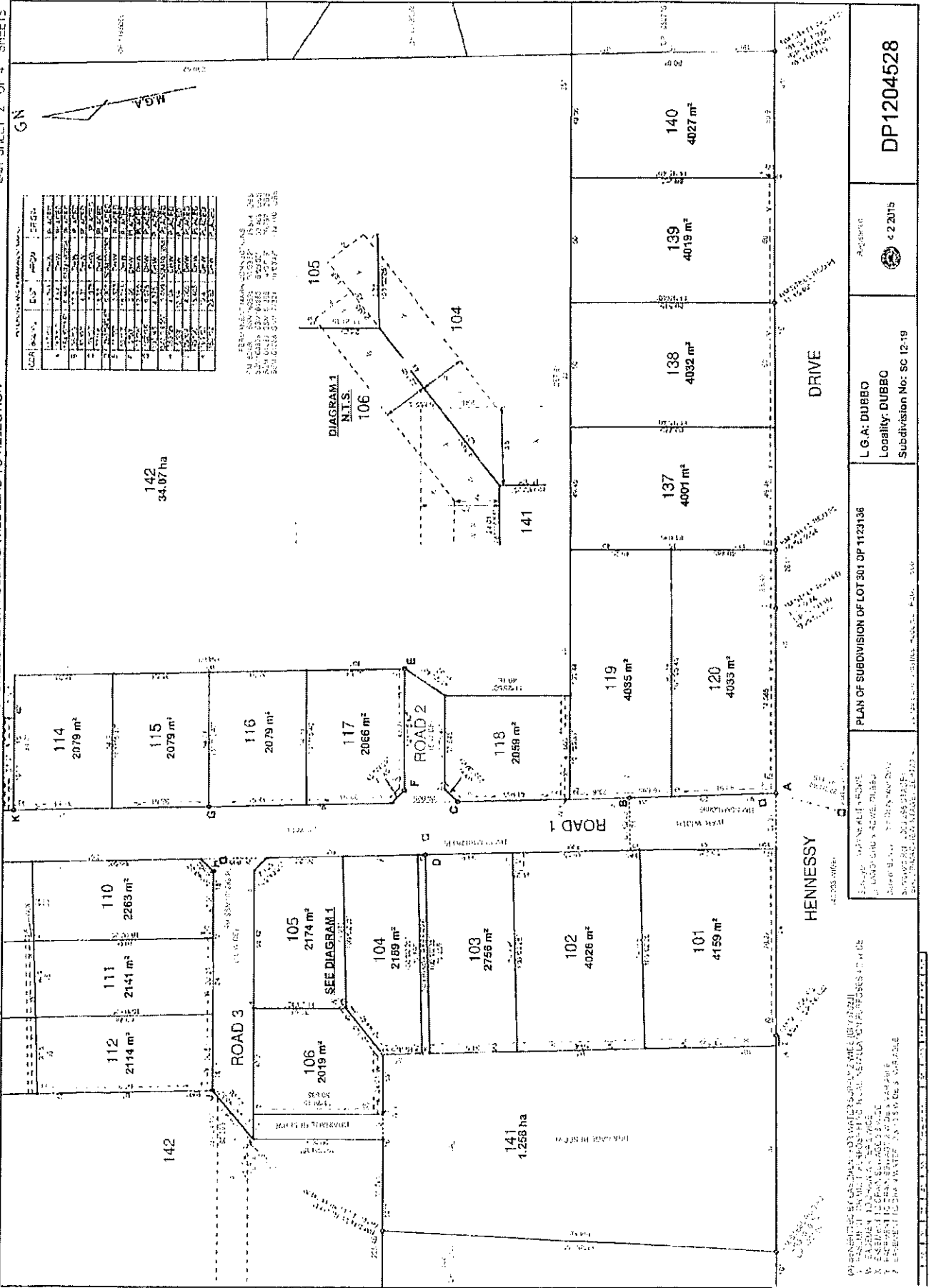
L.G.A: DUBBO

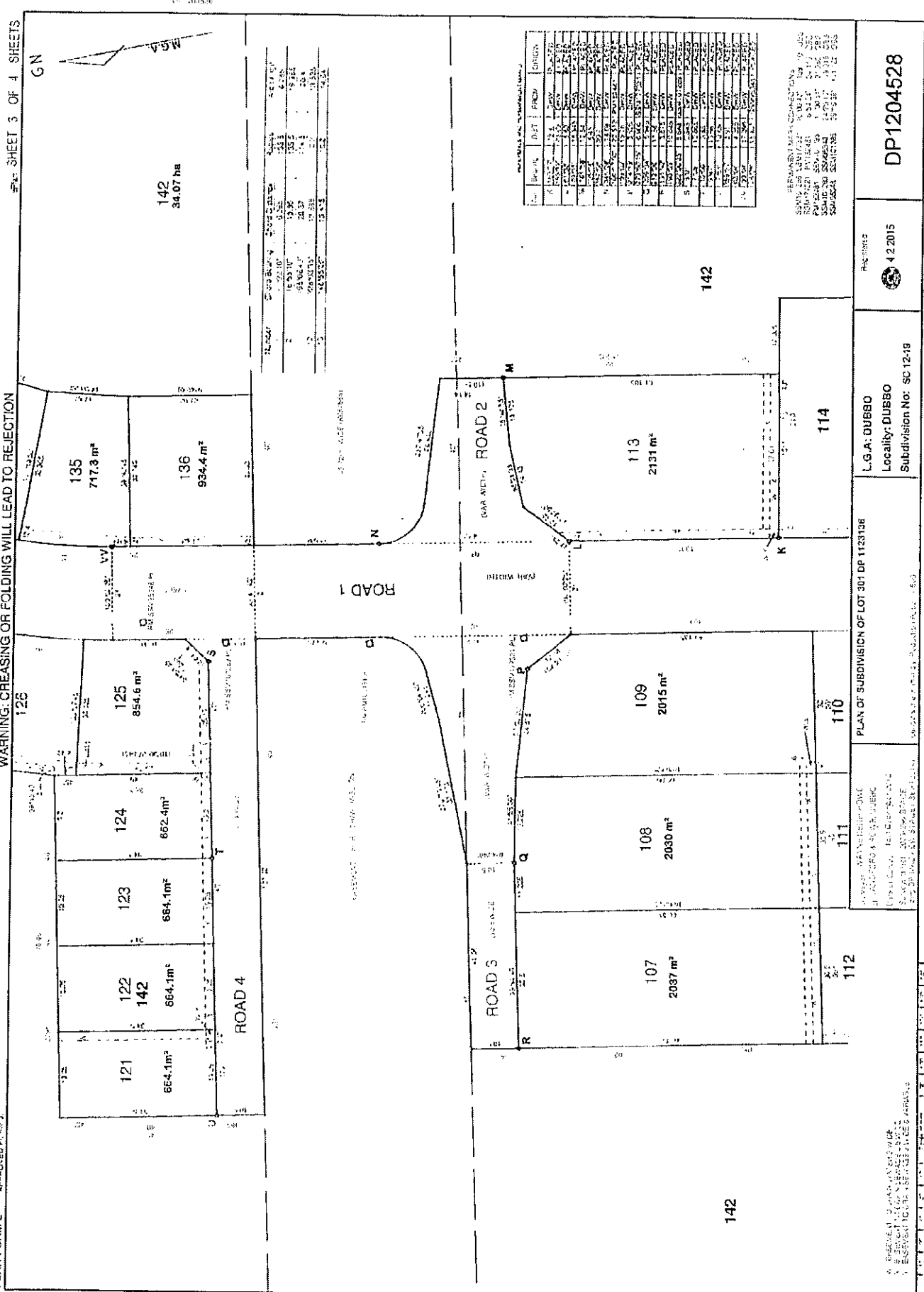
**Locality:** DUBBO

Subdivision No: SC 12.19

10-2115

DP1204528

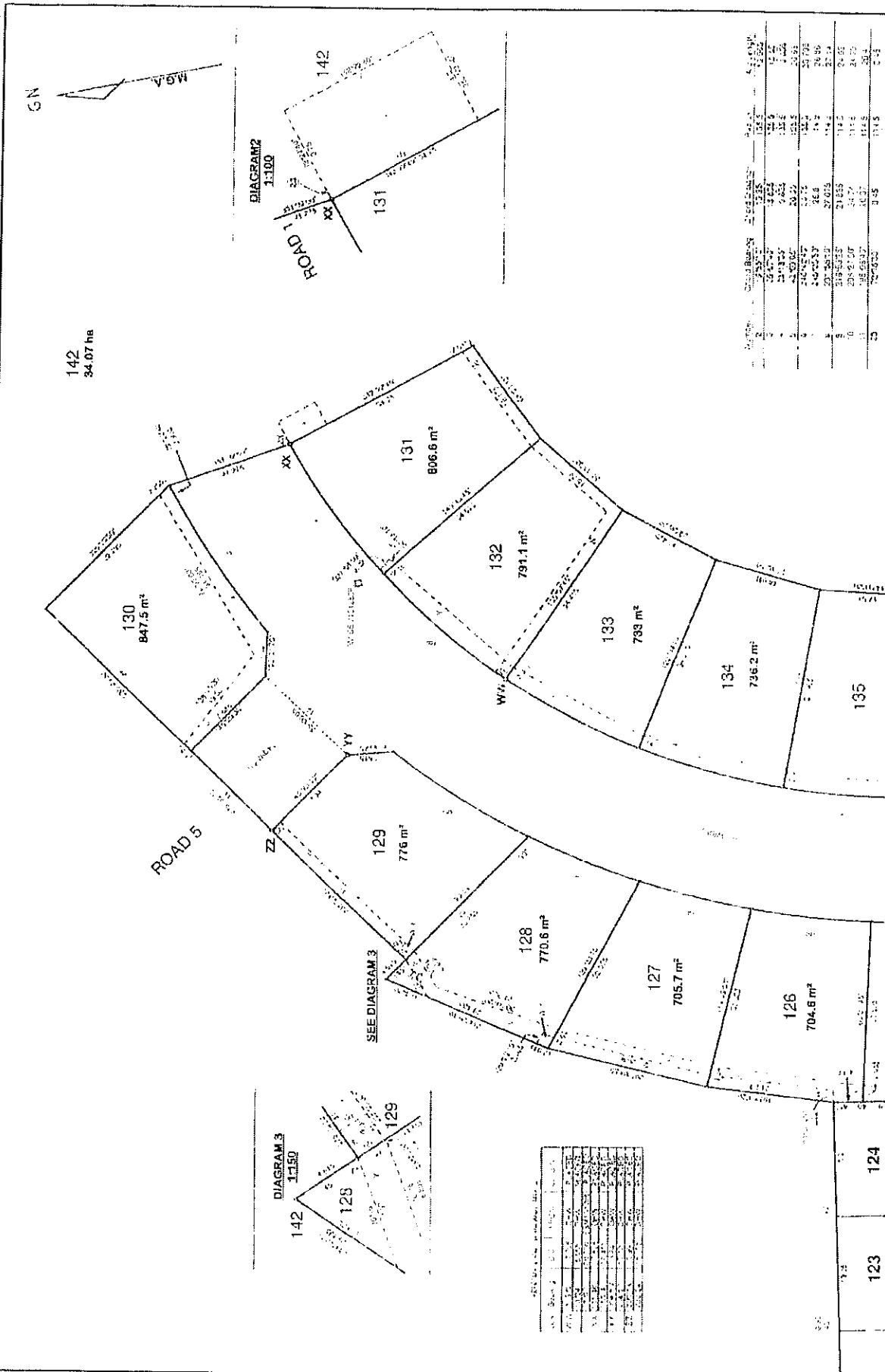




NO.	AREA	PERCENT	PERCENT	PERCENT
1	107	2037	1.4	1.4
2	108	2030	1.4	1.4
3	109	2015	1.4	1.4
4	110	2015	1.4	1.4
5	111	2030	1.4	1.4
6	112	2037	1.4	1.4
7	113	2131	1.4	1.4
8	114	2015	1.4	1.4
9	121	664.1	0.0004	0.0004
10	122	664.1	0.0004	0.0004
11	123	664.1	0.0004	0.0004
12	124	662.4	0.0004	0.0004
13	125	854.6	0.0006	0.0006
14	135	717.3	0.0005	0.0005
15	136	934.4	0.0007	0.0007
16	142	34.07	0.24	0.24
17	TOTAL	142.00	100.00	100.00

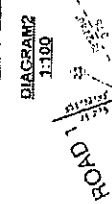
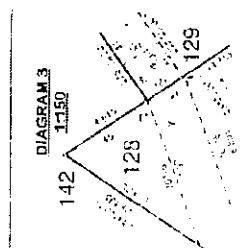
SUBDIVISION OF LOT 301 DP 1133138  
 LOCALITY: DUBBO  
 SUBDIVISION NO: SC 12-19  
 LGA: DUBBO  
 LOCALITY: DUBBO  
 SUBDIVISION NO: SC 12-19

PLAN OF SUBDIVISION OF LOT 301 DP 1133138  
 LGA: DUBBO  
 LOCALITY: DUBBO  
 SUBDIVISION NO: SC 12-19  
 DP1204528



L.G.A: DUBBO Locality: DUBBO Subdivision No: SC 12-15		PLAN OF SUBDIVISION OF LOT 301 DP 1123135		DP1204528	
125 126 127 128 129 130 131 132 133 134 135		123 124		125 126 127 128 129 130 131 132 133 134 135	

Lot No.	Area (m²)	Area (ha)
125	705.7	0.07057
126	704.6	0.07046
127	705.7	0.07057
128	770.6	0.07706
129	776	0.0776
130	847.5	0.08475
131	806.6	0.08066
132	791.1	0.07911
133	733	0.0733
134	736.2	0.07362
135	736.2	0.07362
<b>Total</b>	<b>7542.8</b>	<b>0.75428</b>



Lot No.	Area (m²)	Area (ha)
125	705.7	0.07057
126	704.6	0.07046
127	705.7	0.07057
128	770.6	0.07706
129	776	0.0776
130	847.5	0.08475
131	806.6	0.08066
132	791.1	0.07911
133	733	0.0733
134	736.2	0.07362
135	736.2	0.07362
<b>Total</b>	<b>7542.8</b>	<b>0.75428</b>

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PLAN OF SUBDIVISION OF LOT 301 DP 1123135

L.G.A: DUBBO  
Locality: DUBBO  
Subdivision No: SC 12-15


DP1204528

DP1204528

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Registered:  4.2.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p>Office Use Only</p> <p><b>DP1204528</b></p>	
<p><b>PLAN OF SUBDIVISION OF LOT 301 IN D.P.1123136.</b></p>	<p>LGA: DUBBO</p> <p>Locality: DUBBO</p> <p>Parish: DUBBO</p> <p>County: LINCOLN</p>	
<p><del>Crown Lands NSW/Western Lands Office Approval</del></p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....</p> <p>Date: .....</p> <p>File Number: .....</p> <p>Office: .....</p>	<p><b>Survey Certificate</b></p> <p>I, WAYNE KEITH ROWE.....</p> <p>of LANGFORD AND ROWE CONSULTING SURVEYORS.....</p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 15-12-2013</p> <p>*(b) <del>The part of the land shown in the plan ("being") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 14/06/2013. the part not surveyed was compiled in accordance with that Regulation.</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <u>W. M. Rowe</u>..... Dated: 6-11-2014</p> <p>Surveyor ID: 1938.....</p> <p>Datum Line PM30591 – PM5958</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p><b>Subdivision Certificate</b></p> <p>I, <u>Melissa Watkins</u>.....</p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>M. Watkins</u>.....</p> <p>Accreditation number: <u>NA</u>.....</p> <p>Consent Authority: <u>D.C.C.</u>.....</p> <p>Date of endorsement: <u>21 November 2014</u>.....</p> <p>Subdivision Certificate number: <u>SC 12-19</u>.....</p> <p>File number: <u>SC 2012-19</u>.....</p> <p>*Strike through if inapplicable.</p>	<p>Plans used in the preparation of survey/compilation:</p> <p>D.P.1123136 D.P.1161428</p> <p>D.P.1049439 D.P.1055426</p> <p>D.P.787623</p> <p>D.P.1188281</p> <p>D.P.1049439</p> <p>D.P.1119711</p> <p>If space is insufficient continue on PLAN FORM 6A</p>	
<p>Statements of intention to dedicate public roads, public reserves and drainage reserves.</p> <p>IT IS INTENDED TO DEDICATE ROAD 2 (16 WIDE &amp; VARIABLE WIDTH) SUBJECT TO THE EASEMENT FOR TRANSMISSION 45.72 WIDE (VIDE K687686), ROAD 3 (16 &amp; 10.5 WIDE &amp; VARIABLE WIDTH) SUBJECT TO THE EASEMENT FOR TRANSMISSION 45.72 WIDE (VIDE K687686), ROAD 4 (10.5 WIDE), ROAD 5 (19 WIDE) AND ROAD 1 (21 WIDE &amp; VARIABLE WIDTH) SUBJECT TO THE EASEMENT FOR TRANSMISSION 45.72 WIDE (VIDE K687686) TO THE PUBLIC AS PUBLIC ROAD.</p> <p>IT IS INTENDED TO DEDICATE LOT 141 AS DRAINAGE RESERVE</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> <p>Surveyor's Reference: 2006-296 STAGE1</p>	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  4.2.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 301 IN  
D.P.1123136.

DP1204528

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC12-19

Date of Endorsement: 21 November 2014

STREET ADDRESS NOT KNOWN FOR NEW LOTS

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT FOR MULTI PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE
2. EASEMENT TO DRAIN WATER 2 WIDE
3. EASEMENT TO DRAIN SEWAGE 3.5 WIDE
4. EASEMENT TO DRAIN SEWAGE 2 WIDE AND VARIABLE WIDTH
5. EASEMENT TO DRAIN WATER 12 AND 10.5 WIDE AND VARIABLE WIDTH.
6. RESTRICTIONS ON THE USE OF LAND
7. RESTRICTIONS ON THE USE OF LAND
8. RESTRICTIONS ON THE USE OF LAND
9. RESTRICTIONS ON THE USE OF LAND
10. RESTRICTIONS ON THE USE OF LAND
11. RESTRICTIONS ON THE USE OF LAND
12. RESTRICTIONS ON THE USE OF LAND
13. RESTRICTIONS ON THE USE OF LAND

TO RELEASE

8 AND

1. EASEMENT TO DRAIN WATER 14 WIDE (VIDE D.P.1188281)



*John H Ireland*  
DIRECTOR  
JOHN HOWARD IRELAND  
*Peter Rogers*  
DIRECTOR  
PETER ROGERS

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2006-296 STAGE1

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  4.2.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 301 IN  
D.P.1123136.

DP1204528

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC12-19

Date of Endorsement: 21 November 2014

The Common Seal of the Council of the City of Dubbo  
was hereunto affixed this 24<sup>th</sup> day of November 2014  
pursuant to a resolution of Council dated 27 October 2014.

  
Mayor

  
General Manager

Mortgage under Mortgage No. AC6739458  
Signed at 13X this 22<sup>nd</sup> day of  
December 2014 for National  
Australia Bank Limited ABN 12 004 044 937  
by Mick Watts  
its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

  
Lavel 3 Attorney

  
Witness/Bank Officer

FIONA CORCORAN

If space is insufficient use additional annexure sheet

Surveyor's Reference: 2006-296 STAGE1



ePlan

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919**

(Sheet 1 of 8 Sheets)

Plan:  
**DP1204528**

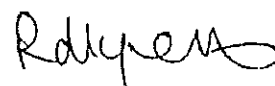
Plan of Subdivision of Lot 301  
 in DP1123136 covered by  
 Subdivision Certificate No.  
 SC 12-19

**Full name and address  
 of owner of the land**

Dubbo Residential Estate Pty Limited ACN 118 617 904  
 C/- Henry Melville & Co 138 William Street, BATHURST NSW 2795

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for multi purpose electrical installation 4.2 wide	102, 142	Essential Energy
2	Easement to Drain Water 2 Wide	105 106 107 108 109 113 118 121 126 127 128 129 131 132	Dubbo City Council 105 and Dubbo City Council 108, 109 and Dubbo City Council 109 and Dubbo City Council Dubbo City Council 142 and Dubbo City Council 142 and Dubbo City Council 142 and Dubbo City Council 127, 128 and Dubbo City Council 128 and Dubbo City Council Dubbo City Council Dubbo City Council 142 and Dubbo City Council 131 and Dubbo City Council
3	Easement to Drain Sewage 3.5 Wide	101, 102, 103, 104, 106, 107, 108, 109, 113, 118	Dubbo City Council

ePlan  
 (Sheet 2 of 8 Sheets)

Plan:  
**DP1204528**

Plan of Subdivision of Lot 301  
 in DP1123136 covered by  
 Subdivision Certificate No. SC 12-19

4	Easement to Drain Sewage 2 Wide and variable width	101, 104, 105, 106, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140	Dubbo City Council
5	Easement to drain water 12 and 10.5 width and variable width	142	Dubbo City Council
6	Restrictions on the use of land	101 to 140 inclusive	Every other Lot excepting 141 and 142
7	Restrictions on the use of land	101, 102, 119, 120, 137, 138, 139, 140	Every other Lot excepting 141 and 142
8	Restrictions on the use of land	103 to 118 inclusive	Every other Lot excepting 141 and 142
9	Restrictions on the use of land	121 to 136 inclusive	Every other Lot excepting 141 and 142
10	Restrictions on the use of land	101 to 140 inclusive	Dubbo City Council
11	Restrictions on the use of land	101, 120, 137, 138, 139 and 140	Dubbo City Council
12	Restrictions on the use of land	121 to 124, 126 to 127 and 131 to 136 inclusive	Every other Lot excepting 141 and 142
13	Restrictions on the use of land	101 to 124, 126 to 128 and 131 to 140 inclusive	Every other Lot excepting 141 and 142

**PART 1 B (Release)**

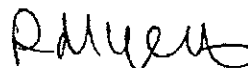
Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 14*8 wide (Vide DP 1188281)	Current Lot 301 DP 1123136	Dubbo City Council

**PART 2 (Terms)**

**Terms of Easement numbered 1 in the plan**

In accordance with the terms contained in Part C of Memorandum Number AG189384 registered at Land and Property Information.

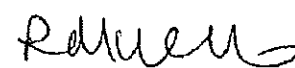
**Terms of Restrictions on the use of land numbered 6 in the plan**

Plan: **DP1204528**

Plan of Subdivision of Lot 301  
in DP1123136 covered by  
Subdivision Certificate No. SC 12-19

- (a) No main building shall be erected or be permitted to remain on any Lot burdened having external walls of materials other than of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber or any combination of the same, unless a submission is made in writing by the Purchaser at its own cost to the Vendor of the material intended to be used to construct the building and is approved by the Vendor and Dubbo City Council prior to construction.
- (b) No building shall be erected or permitted to remain on any Lot burdened unless the building is set back from the boundaries of the property in accordance with Dubbo City Council Development Control Plan and any other requirements of Dubbo City Council.
- (c) No building shall be erected or permitted to remain on any Lot burdened with a roof of materials other than tiles or slate or colourbond type metal roofing.
- (d) No building constructed on the land shall have a flat roof.
- (e) No building erected on any Lot shall be used for any commercial, manufacturing, industrial or retail purpose and no offensive or noisy trade or activity, including:
  - (i) The breeding and kennelling of dogs;
  - (ii) The housing of any animals other than pet dogs and cats;
  - (iii) The storing or housing on the property of any plant and machinery that together or on its own exceeds 5 tonnes;
  - (iv) The use of the property for parking of trucks or other earth moving equipment.
- (f) No garage or shed shall:-
  - (i) Be constructed on the Lot burdened between the front building line of the main building and the street alignment.
  - (ii) Be constructed on the Lot burdened between the front building line and the rear building line of the main building unless it is constructed of the same materials as the main building.
  - (iii) Be constructed to the rear of the main building unless the same is of similar design and of similar materials and colour to the main building or is of colourbond construction.
  - (iv) Be used for the purposes of a residence.
- (g) No privy or other toilet facilities shall be erected or permitted to remain on any Lot burdened unless the same forms part of the main building or part of a cabana serving a swimming pool area providing that nothing herein contained shall prevent any temporary privy or toilet facility being erected or placed on any Lot burdened during the construction thereof of the main building provided further that if any such temporary privy or toilet facility is visible from any road or any other Lot in the said Plan, the same shall be suitably screened from such vision and provided further that any such



Plan: **DP1204528**

Plan of Subdivision of Lot 301  
in DP1123136 covered by  
Subdivision Certificate No. SC 12-19

temporary privy or toilet facility is removed immediately upon occupation being taken of the main building aforesaid.

- (h) Except for the purposes of a sale or during the course of construction of buildings, no advertising, hoarding or signs shall be displayed or erected on each Lot burdened.
- (i) Except during the course of construction of buildings on each Lot burdened, no portable shed or machinery, metal, tiles, timber, bricks or any other building materials shall be placed on the land.
- (j) No unregistered caravans or trailers or other vehicles shall be parked or placed on each Lot burdened unless garaged.
- (k) No sand, gravel, soil, loam, stone or other earthen material shall be removed or excavated from any Lot burdened except where such removal or excavation is necessary for the construction of a building, swimming pool or other structure.
- (l) No fencing shall be erected on each Lot burdened that is greater than 1800mm in height.
- (m) For the benefit of adjoining land but only during the ownership thereof by Dubbo Residential Estate Pty Limited ACN 118 617 904, their successors and assigns other than Purchasers on sale, no fence shall be erected on any Lot burdened to divide the same from such adjoining land without prior written consent of Dubbo Residential Estate Pty Limited ACN 118 617 904 but such consent shall not be withheld if such fence is erected without the expense to Dubbo Residential Estate Pty Limited ACN 118 617 904 and in favour of any person dealing with the Purchasers. Such consent shall be deemed to have been given in respect of every such Lot for the time being given.

Name of person empowered to release, vary or modify restrictions numbered 6 in the plan  
- Dubbo Residential Estate Pty Limited ACN 118 617 904.

**Terms of Restrictions on the use of land numbered 7 in the plan**

- (a) No building shall be erected or permitted to remain on any Lot burdened having a floor area of less than 225 square metres inclusive of car accommodation and verandahs.
- (b) Other than on the boundary lines of Lots 101 and 102 adjoining the reserve, no fence shall be erected on the boundaries of the Lots burdened other than colourbond in "SUMMERSHADE" colour fencing and no lattice inserts shall be installed excepting for a 300 millimetre lattice insert in the same colour at the top of any fence.
- (c) No fencing shall be permitted on any Lot burdened unless the same is approved by Dubbo City Council.

Name of person empowered to release, vary or modify restrictions numbered 7 in the plan  
- Dubbo Residential Estate Pty Limited ACN 118 617 904.



ePlan  
(Sheet 5 of 8 Sheets)

Plan: **DP1204528**

Plan of Subdivision of Lot 301  
In DP1123136 covered by  
Subdivision Certificate No. SC 12-19

**Terms of Restrictions on the use of land numbered 8 of in the plan**

- (a) No building shall be erected or permitted to remain on any Lot burdened having a floor area of less than 200 square metres inclusive of car accommodation and verandahs.
- (b) Other than on the boundary lines of Lots 103, 104 and 106 adjoining the reserve, no fence shall be erected on the boundaries of the Lots burdened other than colourbond "SUMMERSHADE" colour fencing and no lattice inserts shall be installed excepting for a 300 millimetre lattice insert in the same colour at the top of any fence.
- (c) No fencing shall be permitted on any Lot burdened unless the same is approved by Dubbo City Council.

Name of person empowered to release, vary or modify restrictions numbered 8 in the plan  
- Dubbo Residential Estate Pty Limited ACN 118 617 904.

**Terms of Restrictions on the use of land numbered 9 in the plan**

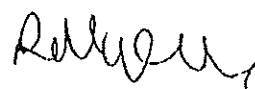
- (a) No building shall be erected or permitted to remain on any Lot burdened and having a floor area of less than 170 square metres inclusive of car accommodation and verandahs.
- (b) No fencing shall be erected on the Lots burdened other than a colourbond "SUMMERSHADE" colour fencing and no lattice inserts shall be installed excepting for a 300 millimetre lattice insert in the same colour at the top of any fence.
- (c) No fencing shall be permitted on any Lot burdened unless the same is approved by Dubbo City Council.

Name of person empowered to release, vary or modify restrictions numbered 9 in the plan  
- Dubbo Residential Estate Pty Limited ACN 118 617 904.

**Terms of Restrictions on the use of land numbered 10 in the plan**

- (a) That no residential building shall be erected on the lot so burdened unless the footings of such building have been assessed and designed by a properly qualified geotechnical or structural engineer.
- (b) That no domestic water supply bore may be constructed onsite, without the prior approval of Dubbo City Council.
- (c) That no domestic grey water effluent disposal system may be installed and discharge effluent onto the allotment, without the prior approval of Dubbo City Council.

Name of person empowered to release, vary or modify restrictions numbered 10 in the plan - Dubbo City Council.



ePlan  
(Sheet 6 of 8 Sheets)

Plan: **DP1204528**

Plan of Subdivision of Lot 301  
in DP1123136 covered by  
Subdivision Certificate No. SC 12-19

**Terms of Restrictions on the use of land numbered 11 in the plan**

- (a) No vehicular access shall be exercised from or to the lot burdened directly onto or from Hennessy Road other than by the service road.

Name of person empowered to release, vary or modify restrictions numbered 11 in the plan -  
Dubbo City Council.

**Terms of Restrictions on the use of land numbered 12 in the plan**

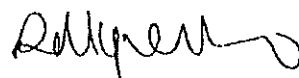
- (a) No more than one building shall be erected on any Lot burdened and such main building shall not be used or permitted to be used other than a single private dwelling and no other building, structure, van, caravan, mobile home, transportable home and/or building or other form of home accommodation shall either permanently or temporarily before or after construction of such main building be used as a dwelling. No such main building shall be other than a single storey construction.

Name of person empowered to release, vary or modify restrictions numbered 12 in the plan -  
Dubbo Residential Estate Pty Limited ACN 118 617 904.

**Terms of Restrictions on the use of land numbered 13 in the plan**

- (a) Each Lot burdened shall not be further subdivided.

Name of person empowered to release, vary or modify restrictions numbered 13 in the plan -  
Dubbo Residential Estate Pty Limited ACN 118 617 904.



ePlan  
(Sheet 7 of 8 Sheets)

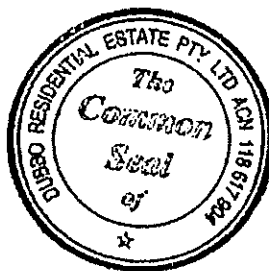
Plan:  
**DP1204528**

Plan of Subdivision of Lot 301  
in DP1123136 covered by  
Subdivision Certificate No. SC 12-19

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signatures(s) appear(s) below.

Corporation: Dubbo Residential Estate Pty Limited ACN 118 617 904

Authority: Section 127 of the Corporations Act 2001



*John H Ireland*  
Signature of authorised person:

**JOHN HOWARD IRELAND**

Name of authorised person:

(BLOCK LETTERS)

Office held: DIRECTOR

*Peter Rogers*  
Signature of authorised person:

**PETER ROGERS**

Name of authorised person:

(BLOCK LETTERS)

Office held: DIRECTOR

SIGNED for and on behalf of Dubbo City Council by *Melissa Watkins*

being the ~~Authorised Person~~  
~~General Manager~~ of Dubbo City Council:

*Melissa Watkins*

*Darrell Chisney*  
Signature of Witness

**DARRELL CHISNEY**  
Name of Witness (BLOCK LETTERS)

*of Dubbo City Council*

*Town Planner*

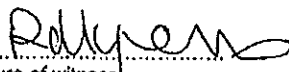
Address and Occupation of Witness

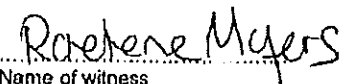
ePlan  
(Sheet 8 of 8 Sheets)

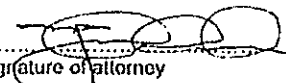
Plan:  
**DP1204528**

Plan of Subdivision of lot 301  
in DP1123136 covered by  
Subdivision Certificate No. SC 12-19

**EXECUTED BY ESSENTIAL ENERGY**  
by its duly appointed attorney under power of  
attorney Book 4677 No. 684  
in the presence of:

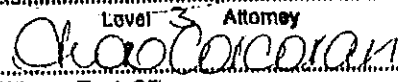
  
Signature of witness

  
Name of witness

  
Signature of attorney  
Martyn Webb  
Manager Property & Fleet  
Name and title of attorney

SIGNED for and on behalf of National  
Australia Bank by

Mortgage under Mortgage No. AC 673448  
Signed at Bx this 22nd day of  
DECEMBER 2014 for National  
Australia Bank Limited ABN 12 004 044 937  
by Mike Wams  
its duly appointed Attorney under Power of  
Attorney No. 39 Book 4512

Level 3 Attorney  
  
Witness/Bank Officer  
Fiona Corcoran

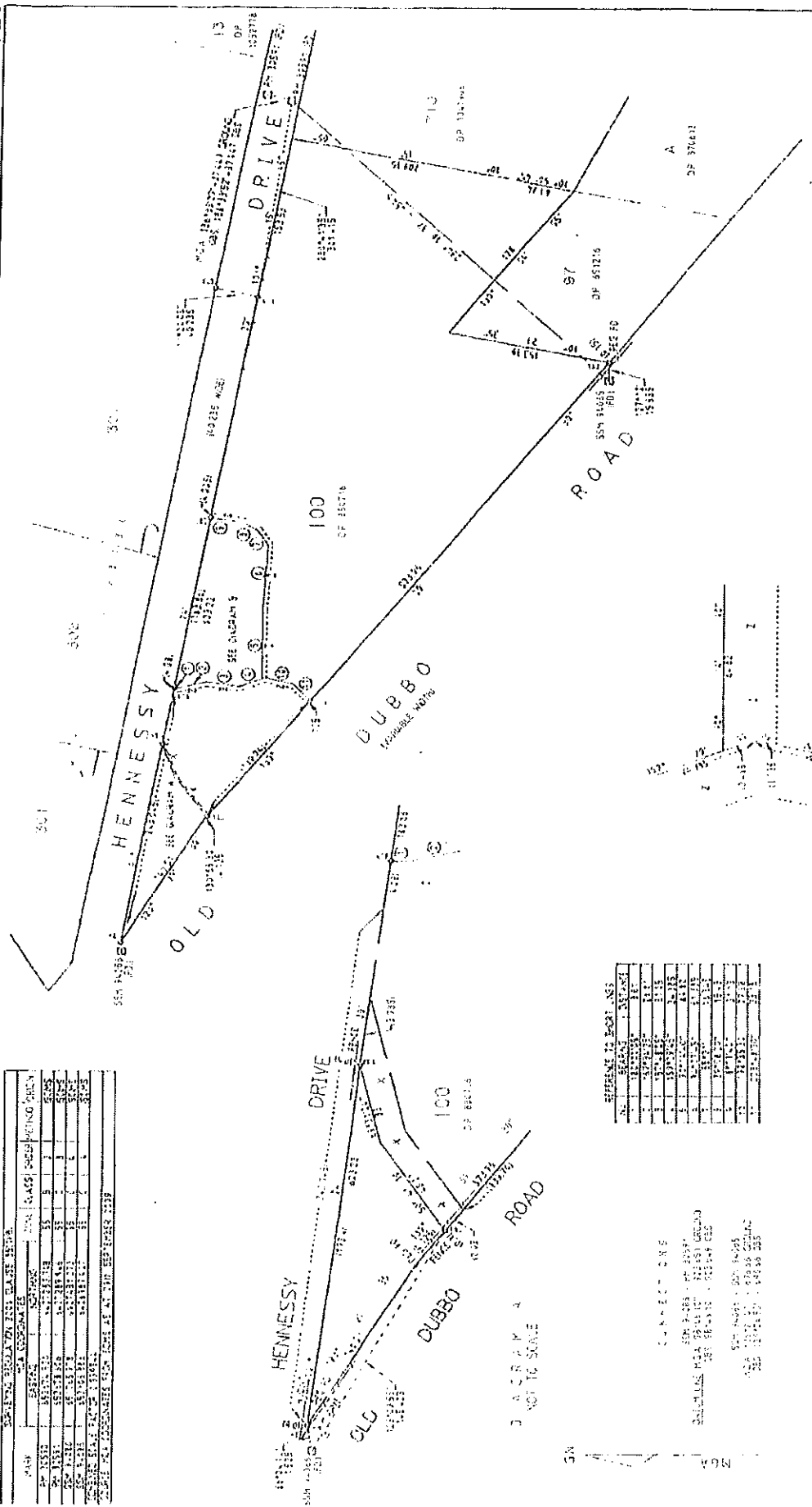
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4.2.2015



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NO.	DATE	DESCRIPTION	AMOUNT
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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

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

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:

1. EASEMENT TO DRAIN SEWAGE 2 WIDE.
2. EASEMENT TO DRAIN WATER 4 WIDE.

12.04

x *E. Khan*

Use PLAN FORM 6A  
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify  
(Authorised Officer)  
that all necessary approvals in regard to the allocation of the land  
shown herein have been given

Signature:.....  
Date:.....  
File Number:.....  
Office:.....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed..... set out herein  
(insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority:.....  
Date of Endorsement:.....  
Accreditation no:.....  
Subdivision Certificate no:.....  
File no:.....

\* Delete whichever is inapplicable.



DP1148946 S

Registered:  05.03.2010

Title System: TORRENS

Purpose: EASEMENT

PLAN OF EASEMENTS EFFECTING LOT 100 IN D.P.  
880716.

LGA: DUBBO  
Locality: DUBBO  
Parish: DUBBO  
County: LINCOLN

Surveying Regulation, 2006

I, WAYNE KEITH ROWE  
OF LANGFORD & ROWE SURVEYORS, P.O. BOX 373 DUBBO  
a surveyor registered under the *Surveying Act, 2002*, certify that the  
survey represented in this plan is accurate, has been made in  
accordance with the *Surveying Regulation, 2006* and was completed  
on: 28-9-2009.

The survey relates to:  
EASEMENTS TO DRAIN SEWAGE AND WATER AND  
CONNECTIONS  
(specify the land actually surveyed or specify any land shown in the  
plan that is not the subject of the survey)

Signature *W. M. Rowe* Dated: 7-10-09  
Surveyor registered under the *Surveying Act, 2002*

Datum Line: SSM 94086 - PM 30591  
Type: Urban / Rural

Plans used in the preparation of survey/compilation

DP 880716  
DP 1123136

(if insufficient space use Plan Form 6A attached sheet)

SURVEYOR'S REFERENCE: 2006296G

\* OFFICE USE ONLY

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.



(Sheet 1 of 1 sheet)

Plan: **DP1148946 B**

Plan of Easements affecting Lot 100 in DP880716

Full name and address  
of the owner of the land:

Patricia May Kosseris  
16 Old Dubbo Road  
Dubbo NSW 2830

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Sewage 2 wide	100/880716	301/1123136 and Dubbo City Council
2	Easement to Drain Water 4 wide	100/880716	301/1123136 and Dubbo City Council

Signed in my presence by  
Patricia May Kosseris  
who is personally known to me:

TRSH

X P. Kosseris

Patricia May Kosseris

WIT  
myself  
"g.m"

[Signature]  
Signature of Witness

LILY RISTEVSKI  
Full name of Witness (BLOCK LETTERS)

SECRETARY (178 Shellharbour Rd Kembla Grange)  
Occupation and Address of Witness

REGISTERED



05.03.2010

Certificate No: 616  
Applicant Ref:  
Receipt No: 81298240

21/03/2023



Osborne Legal  
31 Talbragar Street  
DUBBO NSW 2830

## PLANNING CERTIFICATE

Issued under Section 10.7 (2) of the  
Environmental Planning and Assessment Act 1979

**Parcel No:** 61238  
**Property description:** Lot: 304 DP: 1237214, 9 Snowy Crescent DUBBO

### SECTION 10.7 (2) PRESCRIBED MATTERS UNDER SCHEDULE 2 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2021

At the date of the Certificate, the following LEPs, DCPs and SEPPs apply to the subject land:

**Local Environmental Plan (LEP):**

Dubbo Regional Local Environmental Plan 2022, applies to the subject land.

**State Environmental Planning Policies (SEPP):**

State Environmental Planning Policy No 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 (Exempt and Complying Development Codes) 2008, applies to the State.

State Environmental Planning Policy (Housing) 2021, applies to the State.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, applies to the State.

State Environmental Planning Policy (Industry and Employment) 2021, applies to the State.



All communications to: **CHIEF EXECUTIVE OFFICER**

**ABN 53 539 070 928**

PO Box 81 Dubbo NSW 2830

T (02) 6801 4000 F (02) 6801 4259 E [council@dubbo.nsw.gov.au](mailto:council@dubbo.nsw.gov.au)

Civic Administration Building Church St Dubbo NSW 2830

W [dubbo.nsw.gov.au](http://dubbo.nsw.gov.au)

**evocities**  
REGIONAL CITY LIVING

State Environmental Planning Policy (Primary Production) 2021, applies to the State.

State Environmental Planning Policy (Resilience and Hazards) 2021, applies to the State.

State Environmental Planning Policy (Resources and Energy) 2021, applies to the State.

State Environmental Planning Policy (Transport and Infrastructure) 2021, applies to the State.

State Environmental Planning Policy (Planning Systems) 2021, applies to the State.

State Environmental Planning Policy (Precincts - Regional) 2021, applies to the State.

**Draft Local Environmental Planning Instrument:**

There are no Draft Local Environmental Plan affecting the subject land.

**Draft Development Control Plan:**

Draft amendment to the Dubbo Development Control Plan 2013 and Wellington Control Plan 2013 has been prepared by Dubbo Regional Council and is currently on public exhibition up to 11 April 2023. For further information, please contact Growth Planning on (02) 6801 4000. <https://www.dubbo.nsw.gov.au/public-exhibition>

**Development Control Plan (DCP):**

Dubbo Development Control Plan 2013 including Area Plan 1 Dubbo Residential Estate, applies to the subject land.

**The subject land is zoned:**

Zone R2 Low Density Residential

**(1) Objectives of zone**

- \* To provide for the housing needs of the community within a low density residential environment.
- \* To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- \* To ensure development is consistent with the character of the immediate locality.
- \* To encourage low density housing within a landscaped setting on the fringe of the Dubbo urban area.

**(2) Permitted without consent**

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

**(3) Permitted with consent**

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Information and education facilities; Medical

centres; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Signage; Tank-based aquaculture; Water reticulation systems.

(4) Prohibited

Advertising structures; Attached dwellings; Hostels; Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 2 or 3.

Notwithstanding the above land use permissibility information indicating development 'permitted without consent'; development 'permitted with consent'; and development 'prohibited', the Dubbo Regional Local Environmental Plan 2022 provides in some circumstances additional use provisions and other relevant land use permissibility/prohibition provisions.

It is recommended that consultation of the Dubbo Regional Local Environmental Plan 2022 be undertaken to ascertain precisely the types of land uses permissible or prohibited on the land the subject of this Certificate.

**Additional Permitted Uses:**

The subject land is not identified as permitting any additional uses under Schedule 1 of the Dubbo Regional Local Environmental Plan 2022.

**Development Standards – Dwelling House:**

There are no development standards pursuant to the Dubbo Regional Local Environmental Plan 2022 that fix minimum land dimensions for the erection of a dwelling house on the subject land.

**Outstanding Biodiversity Value:**

The land does not include or comprise 'outstanding biodiversity value' under the Biodiversity Conservation Act 2016

**Conservation area:**

The land is not in a conservation area under Dubbo Regional Local Environmental Plan 2022.

**Heritage:**

A heritage item is not situated on the land under Dubbo Regional Local Environmental Plan 2022.

**Contribution Plans:**

Dubbo Water Supply and Sewerage Contributions Policy, applies to the land.

Section 94 Contributions Plan - Urban Stormwater Drainage Headworks Contributions Plan, applies to the land.

Section 94 Urban Roads and Car Parking Contributions Plan, applies to the land.

Section 94 Development Contributions Plan for Dubbo Open Space and Recreation Facilities Plan 2016-2026, applies to the land.

**Complying Development:**

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 identifies the below Codes and whether they apply to the land the subject to this Certificate.

*Part 3B. Low Rise Housing Diversity Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 3C. Greenfield Housing Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 3D. Inland Code:*

No - does not apply to the land.

*Part 4. Housing Alterations Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 4A. General Development Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 5. Industrial and Business Alterations Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 5A. and 5B. Industrial and Business Buildings Code and the Container Recycling Facilities Code:*

No - does not apply to the land.

*Part 6. Subdivisions Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 7. Demolition Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 8. Fire Safety Code:*

Complying Development can be undertaken on the land under this code, as applicable.

*Part 9. Agritourism and Farm Stay Accommodation Code:*

No - does not apply to the land.

It is recommended that consultation of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 be undertaken to ascertain precisely the types of development that may be undertaken as complying development under the respective Codes listed above, and the development standards under the relevant Code, on the land the subject of this Certificate.

**Exempt Development**

Exempt Development can be undertaken on land under this code, as applicable.

It is recommended that consultation of Part 2 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 be undertaken to ascertain precisely the types of development that may be undertaken as exempt development, and the development standards for the exempt development type, on the land the subject of this Certificate

**Affected Building Notices and Building Product Rectification Orders:**

Council is not aware of any current Affected Building Notices or Building Product Rectification Orders applying to the subject land.

**Land Reserved for Acquisition:**

There is no environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the subject land that provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Environmental Planning and Assessment Act, 1979.

**Road Widening and Road Realignment:**

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

- (a) Division 2 of Part 3 of the Roads Act 1993; or
- (b) Any environmental planning instrument; or
- (c) Any resolution of the Council.

**Flood Related Development Controls:**

The subject land is not subject to any policy adopted by Council that restricts the use of the land because of the likelihood of flooding.

**Council and Other Public Authority Policies on Hazard Risk Restrictions:**

The land the subject of this Certificate is not affected by any policy adopted by the Council that restricts the use of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk.

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

The subject land is identified as 'groundwater vulnerability' according to the Natural Resource - Groundwater Vulnerability map of the Dubbo Regional Local Environmental Plan



2022, Clause 7.5. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

**Bushfire Prone Land:**

The subject land is not identified as Bush Fire Prone Land on the Bush Fire Prone Land Map certified by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Environmental Planning and Assessment Act, 1979 (EP&A Act 1979).

**Loose-fill Asbestos Insulation:**

Council is not aware of any current loose-fill asbestos insulation applying to the subject land.

**Mine Subsidence:**

The subject land is not within a proclaimed mine subsidence district as defined by Section 20 of the Coal Mine Subsidence Compensation Act, 2017.

**Paper Subdivision Information:**

Council is not aware of any development plan applying to the subject land.

**Property Vegetation Plans:**

Council has not been notified of the existence of a property vegetation plan approved under Part 4 the Native Vegetation Act 2003 (and that continues in force) applying to the land.

**Biodiversity Stewardship Sites:**

Council is unaware that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

**Biodiversity Certified Land:**

Council is unaware of any biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

**Orders under Trees (Disputes Between Neighbours) Act, 2006:**

Council is not aware of any order made under the Trees (Dispute Between Neighbours) Act, 2006 applying to the subject land.

**Annual Charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works:**

The subject land is not affected by the operation of Section 5 of the Coastal Management Act, 2016, or Section 496B of the Local Government Act, 1993, relating to coastal protection services.

**Western Sydney Aerotropolis:**

The subject land is not identified within Chapter 4 of the State Environmental Planning Policy (Precincts – Western Parkland City) 2021 as being land affected by the Western Sydney Aerotropolis.

**Development Consent Conditions for Seniors Housing:**

Council is not aware of any current Site Compatibility Certificate (Seniors Housing) or occupancy restrictions applying to the subject land.

**Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing:**

Council is not aware of any current Site Compatibility Certificate (Affordable Rental Housing) or management/operational restrictions pertaining to affordable housing on the subject land.

**Matters arising under the Contaminated Land Management Act, 1997**

Pursuant to Section 59(2) of the Contaminated Land Management Act 1997, the subject land is:

- (a) Not within land declared to be significantly contaminated land under Part 3 of that Act;
- (b) Not subject to a Management Order in the meaning of that Act;
- (c) Not the subject of an approved Voluntary Management Proposal of the Environment Protection Authority's agreement under Section 17 of that Act;
- (d) Not subject to an ongoing Maintenance Order under Part 3 of that Act;
- (e) Not the subject of a Site Audit Statement within the meaning of Part 4 of that Act.

**ADDITIONAL INFORMATION PURSUANT TO SECTION 10.7 (5) OF THE  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979****NOTE:**

When information under Section 10.7 (5) is requested, the Council is under no obligation to provide any of the information supplied in this part. We draw your attention to Section 10.7 (6) that states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land does not imply that the land is not affected by any matter referred to in this Planning Certificate.

The Council has made no inspection of the property for the purposes of this Certificate. The purchaser should satisfy himself/herself by his/her own inspection of the property that there are no breaches of development consent in respect of the subject property.

Information provided by the Council under Section 10.7 (5) of the Act does not include advice as to whether or not the subject land is affected by an easement, right of way, covenant or other similar instrument. Information in this regard is included on the title information for the subject property.

Details of development consent for the property are available on request from Council.

**Services:**

Sewer is available to this parcel of land. For further information, please contact Council's Infrastructure Division on (02) 6801 4000.

Council sewer main(s) are located within this allotment. No building shall be erected over existing sewer mains other than in exceptional circumstances. For further information, please contact Council's Infrastructure Division on (02) 6801 4000.

Council water supply is available to this allotment. For further information, please contact Council's Infrastructure Division on (02) 6801 4000.

**General Property Comments:**

The land is within an Urban Release Area under the provisions of the Dubbo Regional Local Environmental Plan 2022.

All or part of the subject land has been identified as being within the 'Dubbo Airport - Obstacle Limitation Surface' map dated 26 August 1997 (flight path) of the Dubbo Regional Airport. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

The subject land has available access from a dedicated public road that is maintained by Council.

For further enquires, please contact Council's Customer Service Centre on 6801 4000.

A handwritten signature in black ink, appearing to read 'Stephen Wallace', with a stylized, cursive script.

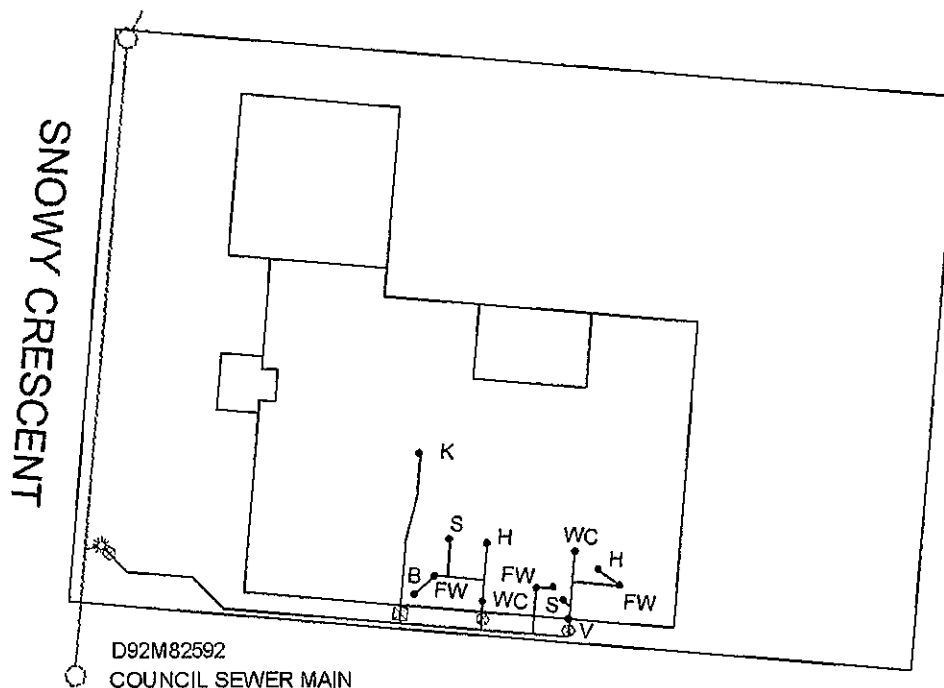
*Stephen Wallace*  
Director Planning and Environment

# PLAN OF SANITARY DRAINAGE

Parcel No. 61238 DA No. D18/9  
 Address 9 Snowy Crescent, Dubbo Lot 304 DP 1237214  
 Junction About 42.5 metres from downstream manhole D92M82592 Depth 2.7 m



DUBBO  
REGIONAL  
COUNCIL



AAV Air Admittance Valve	* Boundary Shaft	GD Grated Drain	WM Washing Machine	S Shower
GW Glass Washer	⊗ Inspection Opening	R Reflux Valve	U Urinal	B Bath Waste
× Ball Joint	T Tub Waste	WC Water Closet	G Grease Trap	DW Dish Washer
⊙ Existing Main Riser	CS Cleaners Sink	FW Floor Waste	OS Oil Separator	CO Clear Out
⊠ Yard Gully	K Kitchen Sink	SP Sample Point	IV Induct Vent	TD Tundish
○ Manhole	U Urinal	H Hand Basin	V Educt Vent	C Cooling Pit
			GW Glass Washer	

Connected 07/05/18 Plumber I GRATTON  
 Amended \_\_\_\_\_ Plumber \_\_\_\_\_  
 Amended \_\_\_\_\_ Plumber \_\_\_\_\_

NOTE : COUNCIL SEWER MAIN LOCATIONS ARE INDICATIVE ONLY

PAGE 1 OF 1

Drawn 30/05/18 AS

SCALE 1 : 215 (A3)  
 SCALE 1 : 300 (A4)

**M. WATKINS**  
 DIRECTOR PLANNING AND ENVIRONMENT

**Tombladan Pty Ltd T/as Browning  
Property Group**  
3 St Andrews Drive,  
Dubbo NSW 2830, NSW 2830

P: 0422 605 156  
E: penny@browningproperty.com.au  
ABN: 39628117260



# Residential Tenancy Agreement

for

9 Snowy Crescent, Dubbo NSW 2830

This agreement is between **Simon Friend, Kelly Friend**  
and **Lara Evans, Allan Matheson.**



Standard form from 28 September 2020

# Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

## IMPORTANT INFORMATION

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

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

THIS AGREEMENT IS MADE ON

Wed 28/09/2022

AT

14:55

## BETWEEN

Landlord Name (1):

Simon Friend

Landlord Name (2):

Kelly Friend

Landlord telephone number or other contact details:

Simon Friend: 0427894283,  
[simonfriend1@hotmail.com](mailto:simonfriend1@hotmail.com)  
 Kelly Friend: 0438898260, [kelly5019@hotmail.com](mailto:kelly5019@hotmail.com)

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

-

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

Address for service of notices (can be an agent's address):

3 St Andrews Drive

Suburb:

Dubbo NSW 2830

State:

NSW

Postcode:

2830

**Note:** The landlord(s) business address or residential address must be provided for landlord(s) if there is no landlord's agent

Tenant Name (1):

Lara Evans

Tenant Name (2):

Allan Matheson

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

Lara Evans: 04xxxxxxxx, xxxxx@xxxxx.com  
 Allan Matheson: 04xxxxxxxx, xxxxx@xxxxx.com

Landlord's agent details: [If applicable]

Agent name:

Tombladan Pty Ltd T/as Browning Property Group

Address for service of notices (can be an agent's address):

3 St Andrews Drive,

Suburb:

State:

Postcode:

Dubbo NSW 2830

NSW

2830

Contact details: [This must include a telephone number]:

Tel: 0422 605 156 , Email: penny@browningproperty.com.au ,

Tenant's agent details: [If applicable]

Agent name:

-

Address for service of notices (can be an agent's address):

-

Suburb:

State:

Postcode:

-

-

-

Contact details:

-

**Term of agreement**

The term of this agreement is –

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

starting on Mon 10/10/2022 and ending on Mon 09/10/2023 [Cross out if not applicable]

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

**Residential premises**

The residential premises are [Insert address]:

9 Snowy Crescent, Dubbo NSW 2830

The residential premises include:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.



Reverse cycle ducted air conditioner, four bedrooms all with robes, three living areas, Automatic sprinkler system, double garage, Rain water tank and pump, i8

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

### Rent:

The rent is \$ 540.00 per week payable in advance starting on Mon 10/10/2022

The rent will be increasing to \$560.00 per week from Mon 07/11/2022

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

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number: 932000

account number: 760951

account name: Browning Property Management Trust

payment reference: nowy Evans

(b) to at by cash, or

(c) as follows:

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

### ~~RENTAL BOND~~ [Cross out if there is not going to be a bond]:

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

The tenant provided the rental bond amount to:

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

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

Notes: Bond Previously Paid for this property for these tenants

### IMPORTANT INFORMATION

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

**Maximum number of occupants**

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

**Urgent repairs**

Nominated tradespeople for urgent repairs:

<b>Flood Damage:</b>	Name: Penny Browning	Tel: 0422605156
<b>Handyman Builder:</b>	Name: Penny Browning	Tel: 0422605156
<b>Plumbing &amp; Gas:</b>	Name: Penny Browning	Tel: 0422605156
<b>Electrical:</b>	Name: Penny Browning	Tel: 0422605156

**Water usage**

Will the tenant be required to pay separately for water usage?

☒ Yes ☐ No

If yes, see clauses 12 and 13.

**Utilities**

Is **electricity** supplied to the premises from an embedded network?

☒ Yes ☐ No

Is **gas** supplied to the premises from an embedded network?

☒ Yes ☐ No

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

**Smoke alarms**

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

☒ Hardwired smoke alarms

☐ Battery operated smoke alarms

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

☐ Yes ☐ No

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

-

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

☒ Yes ☐ No

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

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

☐ Yes ☒ No

**Strata by-laws**

Are there any strata or community scheme by-laws applicable to the residential premises  
If yes, see clauses 38 and 39.

☐ Yes ☒ No

**Giving notices and other documents electronically** *[Cross out if not applicable]*

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

**Note.** You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.

## Landlord

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

☒ Yes ☐ No

If yes, see clause 50.

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

☒ Yes

Penny Browning: penny@browningproperty.com.au

☐ No

## Tenant

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

Tenant consents to electronic service of notices ☒ YES ☐ NO

If yes, see clause 50.

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

Lara Evans	xxxxx@xxxxx.com
Allan Matheson	xxxxx@xxxxx.com

## Condition report

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

## Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.

# The Agreement

## RIGHT TO OCCUPY THE PREMISES

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

## COPY OF AGREEMENT

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

## RENT

3. The tenant agrees:
  - 3.1 to pay rent on time, and
  - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
  - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date
4. The landlord agrees:
  - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
  - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
  - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
  - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
  - 4.5 not to use rent paid by the tenant for the

purpose of any amount payable by the tenant other than rent, and

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

## RENT INCREASES

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

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

6. The landlord and the tenant agree that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. The landlord and the tenant agree:
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

## RENT REDUCTIONS

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

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

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

### **10. The landlord agrees to pay:**

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
  - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
  - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.*
- Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.*
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
  - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
  - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
  - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
  - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises

are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advance meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

### **11. The tenant agrees to pay:**

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
  - 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
- Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.*
- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
  - 11.4 all charges for pumping out a septic system used for the residential premises, and
  - 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
  - 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
    - 11.6.1 are separately metered, or
    - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

*Note. Separately Metered is defined in section 3 of the Residential Tenancies Act 2010.*

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

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

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

## POSSESSION OF THE PREMISES

**14. The landlord agrees:**

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

## TENANT'S RIGHT TO QUIET ENJOYMENT

**15. The landlord agrees:**

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

## USE OF THE PREMISES BY TENANT

**16. The tenant agrees:**

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

**17. The tenant agrees:**

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

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

premises to the landlord:

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

## LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

### 19. The landlord agrees:

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

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

- a) are structurally sound, and*
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and*
- c) have adequate ventilation, and*
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and*
- e) have adequate plumbing and drainage, and*
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank)*

*that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and*

- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.*

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

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

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

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

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

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

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

- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission

constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

## URGENT REPAIRS

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

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

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

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

## SALE OF THE PREMISES

**21. The landlord agrees:**

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

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

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

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

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

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

## LANDLORD'S ACCESS TO THE PREMISES

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

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

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

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

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

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

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

**24.7** to carry out, or assess the need for, work relating to statutory health and safety

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.



obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
  - 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
  - 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
  - 24.11 if the tenant agrees.
25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
  - 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
  - 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
  - 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

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

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

renovation that is of a minor nature.

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

## LOCKS AND SECURITY DEVICES

### 32. The landlord agrees:

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

### 33. The tenant agrees:

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

lock or security device that the tenant changes within 7 days of the change.

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

## TRANSFER OF TENANCY OR SUB-LETTING

### 35. The landlord and tenant agree that:

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

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

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

## CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

### 37. The landlord agrees:

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

the tenant notice in writing of the change within 14 days, and

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

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

**37.5** if the State, Territory or country in which the Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with: landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

## COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out clauses if not applicable]

**38.** ~~The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.~~

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

## MITIGATION OF LOSS

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

## RENTAL BOND

[Cross out clauses if no rental bond is payable]

**41.** ~~The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond~~

~~Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:~~

~~**41.1** details of the amount claimed, and~~

~~**41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and~~

~~**41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement~~

## SMOKE ALARMS

**42.** The landlord agrees to:

**42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

**42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

**42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

**42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

**42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and

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

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

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

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

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

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

#### 43. The tenant agrees:

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

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

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

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

### SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

- ~~45. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992~~

~~have been complied with in respect of the swimming pool on the residential premises.~~

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

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

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

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

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

### LOOSE-FILL ASBESTOS INSULATION

- 47. The landlord agrees:

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

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

### COMBUSTIBLE CLADDING

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

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

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product

rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

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

## SIGNIFICANT HEALTH OR SAFETY RISKS

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

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and tenant agree:**

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

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

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must

pay a break fee of the following amount if the fixed term is not more than 3 years:

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

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

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

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

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

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

Any additional terms are not required by law and are negotiable.]

## ADDITIONAL TERMS - PETS

[Cross out clauses if not applicable]

- ~~**53. The landlord agrees** that the tenant may keep the~~

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) or call 13 32 20.

following animal on the residential premises  
(specify the breed, size etc):

#### 54. The tenant agrees:

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

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

Insert any other agreed additional terms here. Attach a separate page if 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 and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for: (a) the letting of residential premises, or (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

### 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

### 3. Ending a fixed term agreement

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

### 4. Ending a periodic agreement

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

### 5. Other grounds for ending agreement

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

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or

cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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

#### **6. Warning**

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

**THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

*Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.*

**SIGNED BY THE LANDLORD/AGENT**

AGENT : Penny Browning on behalf of Simon Friend and Kelly Friend (Landlord)




Signed at Wed, 28/09/2022 14:55

**LANDLORD INFORMATION STATEMENT**

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

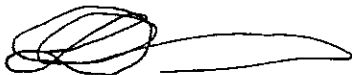
AGENT : Penny Browning on behalf of Simon Friend and Kelly Friend (Landlord)



Signed at Wed, 28/09/2022 14:55

**SIGNED BY TENANT(S)**

Tenant 1: Lara Evans



Signed at Fri, 30/09/2022 13:55

Tenant 2: Allan Matheson



Signed at Fri, 30/09/2022 07:39



**TENANT INFORMATION STATEMENT**

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

Tenant 1: **Lara Evans**



Signed at Fri, 30/09/2022 13:55

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

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

**AUDIT TRAIL****Penny Browning (AGENT)**

Wed, 28/09/2022 14:55 - Penny Browning stamped saved signature the Residential Tenancy Agreement

Wed, 28/09/2022 14:55 - Penny Browning submitted the Residential Tenancy Agreement

**Lara Evans (Tenant)**

Fri, 30/09/2022 13:54 - Lara Evans clicked 'start' button to view the Residential Tenancy Agreement

Fri, 30/09/2022 13:55 - Lara Evans signed the Residential Tenancy Agreement

Fri, 30/09/2022 13:55 - Lara Evans submitted the Residential Tenancy Agreement

**Allan Matheson (Tenant)**

Fri, 30/09/2022 07:38 - Allan Matheson clicked 'start' button to view the Residential Tenancy Agreement

Fri, 30/09/2022 07:39 - Allan Matheson signed the Residential Tenancy Agreement

Fri, 30/09/2022 07:39 - Allan Matheson submitted the Residential Tenancy Agreement

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**AGREEMENT END**

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