

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Fuse Property PO Box 7079, KARABAR NSW 2620	Phone: 0499 350 757 Ref: Zoe Stead
co-agent		
vendor	Nikolay Mikolaev Goranov and Teodora Mitkova Goranova 1/39 Bradman Avenue, Maroochydore, QLD 4558	
vendor's solicitor	Marjason & Marjason Solicitors 4, 183 Crawford Street, Queanbeyan NSW 2620 PO Box 598, Queanbeyan NSW 2620	Phone: 02 6147 1600 Email: elia.solomon@marjason.com.au Fax: Ref: ES:234376
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	41 Emery Cres, Karabar, New South Wales 2620 Registered Plan: Lot 219 Plan DP 776663 Folio Identifier 219/776663	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<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.

inclusions	<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 checked="" type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: Window Shutters, Café Blinds on Pergola, Shelves in Garage, Microwave, Small TV in lounge with bracket
exclusions	1 x Mirror, Painting
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER																								
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>																								
VENDOR (COMPANY)	PURCHASER (COMPANY)																								
<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held	<p>Signed by _____</p> <p>in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature of authorised person</td> <td>Signature of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name of authorised person</td> <td>Name of authorised person</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Office held</td> <td>Office held</td> </tr> </table>	_____	_____	Signature of authorised person	Signature of authorised person	_____	_____	Name of authorised person	Name of authorised person	_____	_____	Office held	Office held
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Choices

Vendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable 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 a *GSTRW payment*
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide further details)

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (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>General</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 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>Home Building Act 1989</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>Swimming Pools Act 1992</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>Strata or community title (clause 23 of the contract)</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 1989</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>Other</p> <p><input type="checkbox"/> 60</p>
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

41 EMERY CRES, KARABAR 2620



RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

IMPORTANT INFORMATION

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

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

This agreement is made on 19 / 01 / 2023 at 56 Monaro Street Queanbeyan NSW Between

Landlord [Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]

Landlord 1 Name: Teodora Goranova A.B.N. (if applicable): _____

Landlord telephone number or other contact details: t_goranova@yahoo.com

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

Landlord 2 Name: Nikolay Goranov A.B.N. (if applicable): _____

Landlord telephone number or other contact details: dekor@tpg.com.au

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.

[Insert business address or residential address of landlord(s)]

po box 7079 Karabar NSW 2620

Note. These details must be provided for landlord(s) if there is no landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

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

Tenant 1 Name Kyle Mcleod

Phone 0447239410

Email kyle.j.mcleod@gmail.com

Tenant 2 Name Tobi Skerra

Phone 0402 266 765

Email tobi.skerra@gmail.com

Tenant 3 Name _____

Phone _____

Email _____

Tenant 4 Name _____

Phone _____

Email _____

Landlord's agent details [Insert name of landlord's agent (if any) and contact details]

Licensee Fuse Management Pty Ltd

Trading as Fuse Property

A.B.N. 18 651 329 341

Address 56 Monaro Street

QUEANBEYAN, NSW

Postcode 2620

Phone (02) 5110 7090

Fax _____

Mobile 0423 967 399

Email fusepropertynsw@email.propertyme.com

Tenant's agent details [Insert name of tenant's agent (if any) and contact details]

Name /s _____

A.B.N. _____

Address _____

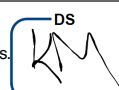
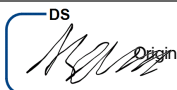
Postcode _____

Phone _____

Fax _____

Mobile _____

Email _____





RESIDENTIAL TENANCY AGREEMENT

Term of agreement

The term of this agreement is:

- ☐ 6 months
- ☐ 12 months
- ☐ 2 years
- ☐ 3 years
- ☐ 5 years

☒ Other (please specify): 52 Weeks

☐ Periodic (no end date)

starting on 19 / 01 / 2023 and ending on 18 / 01 / 2024 [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]

Address 41 emery Street

Suburb Karabar

State NSW

Postcode 2620

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

3 bed, 2 bath, 2 car, trampoline, gym equipment, storage shelves in garage, miscellaneous items in the garage

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

under neath the property and washing machine

Rent

The rent is \$ 1500 per fortnight payable in advance starting on 19 / 01 / 2023 .

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

The method by which the rent must be paid:

(a) to Fuse property at 56 Monaro Street Queanbeyan NSW by cash or Electronic Funds Transfer (EFT), or

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

BSB number: 082 804

Account number: 255 26 9001

Account name: Fuse Management PTY LTD NSW pro[erty management trust

Payment reference: TEN00620 , 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 \$3000 must be paid by the tenant on signing this agreement.

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

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☒ NSW Fair Trading through Rental Bonds Online.

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

RESIDENTIAL TENANCY AGREEMENT**IMPORTANT INFORMATION****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:

Electrical repairs: Telephone:

Plumbing repairs: Telephone:

Other repairs: Telephone:

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 alarm

☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☒ Yes ☐ No

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

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☒ No

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

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☐ Yes ☒ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? ☐ Yes ☒ No If yes, see clauses 38 and 39.

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

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

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

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

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

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

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

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.

RESIDENTIAL TENANCY AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

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

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

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

7. **The landlord and the tenant agree:**

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

RENT REDUCTIONS

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

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

10. **The landlord agrees** to pay:
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

 - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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

11. The tenant agrees to pay:

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

11.6.1 are separately metered, or

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

Note. Separately metered is defined in the *Residential Tenancies Act 2010*.

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

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

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

POSSESSION OF THE PREMISES

14. The landlord agrees:

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

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

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

17. The tenant agrees:

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

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

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

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

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

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

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

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

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

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

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

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

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

SALE OF THE PREMISES

21. The landlord agrees:

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

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- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
- 22. The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
- 23. The landlord and the tenant agree:**
- 23.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

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

- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28. The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note.** See section 55A of 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 carry out those alterations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

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

LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**
- 32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

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

33. The tenant agrees:

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

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

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

- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

42. The landlord agrees to:

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and

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

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

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

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

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

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

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the *Residential Tenancies Regulation 2019*.

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

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

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

SWIMMING POOLS

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

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

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

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

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

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

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

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

COMBUSTIBLE CLADDING

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

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

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

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

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

51.1 4 weeks rent if less than 25% of the fixed term has expired,

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- 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:

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

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

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc.]:

1 x Macaw (bird)

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.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

56. The landlord and tenant:

- 56.1 agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated 19 / 01 / 2023 (insert a date if the landlord and tenant agree to this clause) forms part of this agreement,
- 56.2 acknowledge** that the tenant's responses in that condition report form part of this agreement, and

- 56.3 agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

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

- 57. Further to clauses 16 and 17 and subject to any applicable by-law, the tenant agrees:**

- 57.1** to use the residential premises for residential purposes only;
- 57.2** not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- 57.3** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 57.4** to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 57.5** to wrap up and place garbage in a suitable container;
- 57.6** to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 57.7** to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 57.8** to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 57.9** to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 57.10** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 57.11** to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 57.12** not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 57.13** not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 57.14** to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

58. The tenant agrees:

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

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

ADDITIONAL TERM - RENT AND RENTAL BOND

59. The tenant agrees:

- 59.1** to pay the rent on or before the day which the term of this agreement begins; and
- 59.2** not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

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

ADDITIONAL TERM - OCCUPANTS

61. The tenant agrees:

- 61.1** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 61.2** to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

ADDITIONAL TERM - TERMINATION

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

63. The tenant agrees:

- 63.1** upon termination of this agreement, to:
- promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
 - promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
 - comply with its obligations in clause 18 of this agreement; and
- 63.2** that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

- 64.** Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

65. The landlord and the tenant agree that:

- 65.1** any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and
- 65.2** the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

Note: Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

Note: If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

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

66. The tenant acknowledges and agrees:

- 66.1** to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 66.2** where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Management Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 66.3** where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 66.4** that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

ADDITIONAL TERM - SWIMMING POOLS

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

~~67. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

- ~~**67.1** to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~
- ~~**67.2** to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~
- ~~**67.3** to keep the water level above the filter inlet at all times;~~
- ~~**67.4** to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;~~
- ~~**67.5** not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and~~
- ~~**67.6** to ensure that the pool safety gate or access door is self-closing at all times;~~

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ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of **less than 2 years**):

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

68.1 the rent will be increased to

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

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

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

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM (for a fixed term of **2 years or more**):

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

69.1 the rent will be increased to

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

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

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

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

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

70. For avoidance of doubt:

- 70.1** a condition report which accompanies this agreement, forms part of this agreement;
- 70.2** a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

- 70.3** if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days after taking possession of the residential premises, then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

71. The tenant agrees:

- 71.1** to reimburse the landlord, within 30 days of being requested to do so, for:
- (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
 - (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
 - (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;
- 71.2** to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and
- 71.3** to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

ADDITIONAL TERM - TENANCY DATABASES

72. The landlord or the landlord's agent advises and the tenant acknowledges and agrees that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]

- 73. The tenant agrees** that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.
- 74. The landlord gives** no undertaking as to the security and /or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

75. The tenant agrees to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

RESIDENTIAL TENANCY AGREEMENT

- 76. The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

- 77.** Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.
- 78. The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

ADDITIONAL TERM - PRIVACY POLICY

- 79.** The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- identify and verify the tenant's identity;
- process and assess any application received in relation to the lease of the residential premises;
- assess the tenant's ability to meet their financial and other obligations under this agreement;
- manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- comply with any applicable law;
- liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- negotiate the lease for the residential premises;
- process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- comply with any dispute resolution process.

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

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and

applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

RESIDENTIAL TENANCY AGREEMENT**ADDITIONAL TERM - ACKNOWLEDGEMENTS****80. The landlord and tenant each acknowledge that:**

- 80.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
- 80.2** the additional terms and conditions may be included in this agreement only if:
- (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and
 - (b) they are not inconsistent with the standard terms and conditions of this agreement; and
- 80.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and /or conditions that are included in any annexure to this agreement.

RESIDENTIAL TENANCY AGREEMENT

SCHEDULE A

SPECIAL CONDITIONS - FLATS

Special Condition 1 - Vehicles

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

Special Condition 2 - Damage to lawns and plants on the common areas

The tenant must not, except with the prior written approval of the landlord:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or
- (b) use for his or her own purposes as a garden any portion of the common area.

Special Condition 3 - Obstruction of common areas

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

Special Condition 4 - Noise

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

Special Condition 5 - Behaviour of tenants and invitees

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
 - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
 - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

Special Condition 6 - Children playing on common areas in building

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

Special Condition 7 - Smoke penetration

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

Special Condition 8 - Preservation of fire safety

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Special Condition 10 - Appearance of flat

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

Special Condition 11 - Cleaning windows and doors

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

Special Condition 12 - Hanging out of washing

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
 - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
 - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
 - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
 - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
 - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

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- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 14 - Disposal of waste - shared bins (applicable where bins are shared by flats)

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
 - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 15 - Change in use or occupation of flat to be notified

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
 - (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
 - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

Special Condition 16 - Compliance with planning and other requirements

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

RESIDENTIAL TENANCY AGREEMENT

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).

Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

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

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

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

6. Warning

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

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

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

SIGNED BY THE LANDLORD / LANDLORD'S AGENT

DocuSigned by:

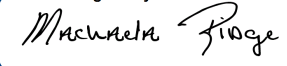
 Fuse Property Pty Ltd
 071464B085FA4AA...
 (Signature of landlord/landlord's agent)

19 January 2023

(Date)

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 information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

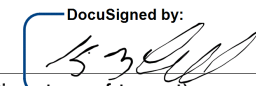
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 Fuse Property Pty Ltd
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 (Signature of landlord/landlord's agent)

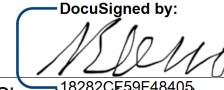
19 January 2023

(Date)

Note: A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

SIGNED BY THE TENANT

DocuSigned by:

 (Signature of tenant)
 19 January 2023
 (Date)

DocuSigned by:

 (Signature of tenant)
 19 January 2023
 (Date)

(Signature of tenant)

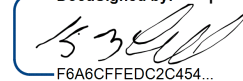
(Signature of tenant)

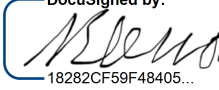
(Date)

(Date)

TENANT INFORMATION STATEMENT

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

DocuSigned by:

 (Signature of tenant)
 19 January 2023
 (Date)

DocuSigned by:

 (Signature of tenant)
 19 January 2023
 (Date)

(Date)

(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

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

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



March 2020

Tenant information statement

What you must know before you start renting

Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

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Penalties apply to landlords or agents if any of the above is not done.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

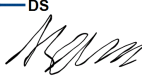
Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

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Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

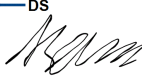
Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

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a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.


Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

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without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.


The tenancy agreement

- ☐ I have read the agreement and asked questions if there were things I did not understand.
- ☐ I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- ☐ I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- ☐ I understand that any additional terms to the agreement can be negotiated before I sign.
- ☐ I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- ☐ I have made sure these have already been done or
- ☐ I have an undertaking in writing (before signing the agreement) that they will be done.

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Upfront costs

- ☐ I am **not** required to pay:
- more than 2 weeks rent in advance
 - more than 4 weeks rent as a rental bond.
- ☐ I am **not** being charged for:
- the cost of preparing the tenancy agreement
 - the initial supply of keys and other opening devices to each tenant named in the agreement
 - being allowed to keep a pet on the property.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

More information

Visit the [Fair Trading website](https://fairtrading.nsw.gov.au) or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at tenants.org.au

fairtrading.nsw.gov.au

13 32 20

Language assistance 13 14 50

(ask for an interpreter in your language)

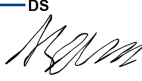
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
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For information: fairtrading.nsw.gov.au/copyright

This publication must not be relied on as legal advice.

For more information about this topic,
refer to the appropriate legislation.

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Residential Tenancy Entry Condition Report

41 Emery Cres, Karabar, NSW 2620

Report completed on Thursday 19/01/2023

Prepared by Machaela Ridge

Schedule 2: Condition report

How to complete this report

- 1 Three copies, or one electronic copy, of this condition report should be completed and signed by the landlord or the landlord's agent.
- 2 Two copies, or one electronic copy, of the report, which have been completed and signed by the landlord or the landlord's agent, must be given to the tenant before or when the tenant signs the agreement. The landlord or landlord's agent keeps the third copy or an electronic copy.
- 3 Before the tenancy begins, the landlord or the landlord's agent must inspect the residential premises and record the condition of the premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example below). Where necessary, comments should be included in the report. The landlord or the landlord's agent must also indicate "yes" or "no" in relation to the matters set out under the headings "Minimum standards", "Health issues", "Smoke alarms", "Other safety issues", "Communications facilities" and "Water usage charging and efficiency devices".
- 4 As soon as possible after the tenant signs the agreement, the tenant must inspect the residential premises and complete the tenant section of the condition report. The tenant indicates agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate column and by making any appropriate comments on the form. The tenant may also comment on the matters under the headings "Minimum standards", "Health issues", "Smoke alarms", "Other safety issues", "Communications facilities" and "Water usage charging and efficiency devices".
- 5 The tenant must return one copy of the completed condition report, or a completed electronic copy, to the landlord or landlord's agent within 7 days after taking possession of the residential premises and is to keep the other copy or a completed electronic copy. The tenant is not required to do this if the landlord or landlord's agent has failed to give the tenant either two copies, or one electronic copy, of the completed condition report (see 2 above).
- 6 If photographs or video recordings are taken at the time the inspection is carried out, it is recommended that all photographs or video recordings are verified and dated by all parties. Any photographs should be attached to this condition report, in hard copy or electronically, under the heading "Photographs/video recordings of the premises". Any video recordings should be attached to this condition report electronically. NOTE: Photographs and/or video recordings are not a substitute for accurate written descriptions of the condition of the premises.
- 7 At, or as soon as practicable after, the termination of the tenancy agreement, both the landlord or the landlord's agent and the tenant should complete the copy of the condition report that the landlord, landlord's agent or the tenant has retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.
- 8 If the residential premises are separately metered for water and if the tenant is required to pay for water usage charges under the residential tenancy agreement, the landlord or landlord's agent must also indicate whether the residential premises has the required water efficiency measures.

Schedule 2: Condition report

Important notes about this report

- (a) It is a requirement that a condition report be completed by the landlord or the landlord's agent and the tenant (see above). This condition report is an important record of the condition of the residential premises when the tenancy begins and may be used as evidence of the state of repair or general condition of the premises at the commencement of the tenancy. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.
- (b) At the end of the tenancy, the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.
- (c) A tenant is not responsible for fair wear and tear to the premises. Fair wear and tear is a general term for anything that occurs through ordinary use, such as the carpet becoming worn in frequently used areas. Intentional damage, or damage caused by negligence, is not fair wear and tear.
- (d) A condition report must be filled out whether or not a rental bond is paid.
- (e) If you do not have enough space on the report you can attach additional pages. All attachments should be signed and dated by all parties to the residential tenancy agreement.
- (f) Call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au for more information about the rights and responsibilities of landlords and tenants or before completing the condition report.

Tenancy Details	
Property Address:	41 Emery Cres, Karabar, NSW 2620
Inspecting Agent:	Machaela Ridge
Inspection Date:	Thursday 19/01/2023
Tenancy Start Date:	Thursday 19/01/2023
Tenant/s:	Kyle Mcleod; Tobi Skerra
Tenant Received Date:	15:00 Thursday 19/01/2023
Report Return Date:	19:53 Thursday 26/01/2023

Tenant initially reviewed at 15:05 Thursday 19/01/2023

Agent section					Tenant section	
Each item has been given a column description of 'clean', 'undamaged', 'working'. Tick each column that applies to the item and make any necessary comments.					If you disagree with the agent's report of an item, make a comment in this section. You should also note anything which seems unsafe or may be an injury risk.	
Entrance/Hall	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 18:20 Thursday 26/01/2023</i>
Front door/screen door/security door	Y	N	Y	Timber doorjamb painted white weathered and dusty footplate and doorjamb White timber door with glass cut out and decorative cut outs to door various paint chips weathered marks and dust to front of door, very paint chips and marks between deadlock and handle on back of door Fixed panel with a decorative cut out and a glass cut out glass intact no visible damage (8 photos, page 15)	Y	
Walls/picture hooks	Y	N	Y	Plastered walls painted cream various chip marks present on edging of walls, One times 15 cm patch mark behind door, various scuff marks above shoe rack, two picture frames attached to bed to walls one being a zebra print and one being a boat print Nip wall facing into lounge area has three cut outs present and three timber pillars present painted white there is paint marks drips present on walls Three chrome picture hooks entering master (37 photos, page 15)	N	We also want to note the following: Scuff marks around garage door (from inside of house) - see attached. also cobwebs left around the house (3 photos, page 113)
Ceiling/light fittings	Y	N	Y	Plastered ceiling and cornices painted white with various scuff marks present to ceiling (10 photos, page 20)	Y	We also want to note the following: We noticed the large paint cracks above the master bedroom. - see image The vent in the hallway is also left dirty with cuff marks on the roof (2 photos, page 113)
Lights/power points/door bell	Y	Y	Y	Two double Light switch four single light switch two double power point One doorbell alarm three downlights (14 photos, page 21)	Y	
Skirting boards	Y	N	Y	White skirting board with various chips and scuff marks present (18 photos, page 22)	Y	
Floor coverings	Y	Y	Y	Slated tiles with brown grout no visible damage to tiles except at door with two being covered with cement Two steps with white and grey vinyl planks intact no visible damage (10 photos, page 24)	Y	
Other	Y	Y	Y	One white IKEA shoe storage unit with three pull out cupboards various scuff marks present to front of cupboards Double Allen white aluminium frame vinyl white sliding doors with full fixed white shelves and brown carpet with in cupboard one single drawer with chrome handle (10 photos, page 25)	Y	

Lounge Room	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 18:52 Thursday 26/01/2023</i>
Walls/picture hooks	Y	N	Y	All walls plastered and painted off cream grey Wall one master – large paint chip present next to NBN boxes due to old TV bracket connection, very scuff marks to bottom section of wall Wall to breakfast bar – no visible markings to this wall Wall three window sliding door – various scuff marks present to lower section of wall below light switch Wall for nib wall - One gold frame Mira present intact no visible damage various scuff marks present to lower section of wall (16 photos, page 25)	Y	
Doors/doorway frames	Y	N	Y	One white aluminium frame sliding door with one glass fixed panel and one diamond patent white aluminium framed fly screen door with one large pull Presents black locking mechanism and handle (6 photos, page 27)	Y	Door tracks were left dirty (1 photo, page 113)
Ceiling/light fittings	Y	Y	Y	\ plastered ceiling and cornicing. Painted white no visible damage (7 photos, page 28)	Y	
Blinds/curtains	Y	Y	Y	Cream Foldable blinds with cord and cord keeper intact no visible markings to blinds back of blind has minor sun markings (5 photos, page 29)	Y	
Lights/power points	Y	Y	Y	Five downlights, one single light switch, One double light switch with brightness control, three double power points, one TV outlet, one triple light switch, One gas point (10 photos, page 29)	Y	
Skirting boards	Y	N	Y	White timber skirting boards with various scuff marks present (16 photos, page 30)	Y	
Floor coverings	Y	Y	Y	To varnish timber stairs No visible damage to stairs, Slated tiled floor with brown grout no visible damage to flooring (10 photos, page 32)	Y	
Other	Y	Y	Y	Fireplace grey ranch rectangle slated tiles with grey grout no visible damage to tiles Black fireplace workable clean and undamaged One clear glass vase present on fireplace mantle One cane basket with fire gloves studies and cleaning products would and fire utensils present (7 photos, page 33)	Y	

Dining Room	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 19:05 Thursday 26/01/2023</i>
Walls/picture hooks	Y	N	Y	Plastered walls painted off white grey there is paint chips and scuff marks present across walls three chrome picture hooks one TV mounted. One blue feature wall present (12 photos, page 33)	Y	
Doors/doorway frames	Y	N	Y	One white aluminium frame sliding door with one glass fixed panel and one diamond patent white aluminium framed fly screen door with one large pull Presents black locking mechanism and handle (6 photos, page 34)	Y	
Windows/screens/window safety devices	Y	N	Y	One small window with two fixed glass aluminium framed, One large white aluminium frame window with four fixed panels and two sliding panels and one aluminium framed fly screen present no visible damage One medium window with three fixed panels one sliding panel and one white aluminium frames fly screen with various pools at in the top section of fly screen (9 photos, page 35)	Y	
Ceiling/light fittings	Y	Y	Y	Plastered ceiling painted white with cornicing no visible damage present (6 photos, page 36)	Y	
Blinds/curtains	Y	Y	Y	Six Cream Foldable blinds with cord and cord keeper intact no visible markings to blinds back of blind has minor sun markings (4 photos, page 37)	Y	
Lights/power points	Y	Y	Y	Three downlights Double light switch with light Troll Full double power points One triple light switch One double light switch 2TV outlet controls One ducted heating control (10 photos, page 37)	Y	
Skirting boards	Y	N	Y	White skirting boards painted with various paint and scuff marks present (8 photos, page 38)	Y	
Floor coverings	Y	Y	Y	Slate tiles with brown grout no visible damage to tiles (7 photos, page 39)	Y	
Other	Y	Y	Y	To ducted heating vents Back of fireplace large grey Slater tiles with grey grout no visible damage and one black fireplace with door no visible damage For bar chairs metal white Which Hesham cushions no visible damage to chair or Panasonic air conditioning agent couldn't inspect filters as unit is too high (6 photos, page 39)	Y	

Kitchen	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 19:06 Thursday 26/01/2023</i>
Walls/picture hooks	Y	Y	Y	Walls painted cream, With tags Westpac that it's patterns and grey grout no visible damage to (10 photos, page 40)	Y	
Doors/doorway frames					Y	
Windows/screens/window safety devices	Y	N	Y	Aluminium frame window with one fixed panel and one sliding panel one aluminium frame fly screen no visible damage, white timber windowsill just minor paint chips along fascia of seal (1 photo, page 41)	Y	
Ceiling/light fittings	Y	Y	Y	Ceiling with cornices painted white no visible damage (4 photos, page 41)	Y	
Blinds/curtains	N	Y	Y	Cream Foldable blinds with cord and cord keeper intact no visible markings to blinds back of blind has minor sun markings Dust is president blinds (2 photos, page 41)	Y	
Lights/power points	N	Y	Y	One hexagon shape dome white shade with visible insect buildup, one data outlet, three double power points, one single power point (4 photos, page 41)	Y	
Skirting boards	Y	Y	Y	Timber skirting board rightly painted white white chick old with various scuff marks and paint chips present (6 photos, page 42)	Y	
Floor coverings	Y	N	Y	Slate tiled flooring with grey brown grout grout is coming loose in areas no visible damage to flooring (4 photos, page 42)	Y	
Cupboards/drawers	Y	N	Y	All doors and drawers have chrome bold handles with painted white with decorative insert there are various chip marks present on all doors Four small drawers Two medium-size drawers under microwave cavity, Nine double door cupboards Five single door cupboards all cupboards have white laminated shelves there in between one and five shelves per cupboard (34 photos, page 42)	Y	
Bench tops/tiling	Y	Y	Y	Black marble benchtop no visible damage or chips present (16 photos, page 45)	Y	
Sink/taps/disposal unit	Y	Y	Y	Double aluminium chrome sink with drainer plug and dry tray attach, mixer tap and chrome spout (3 photos, page 47)	Y	
Stove top/hot plates	Y	Y	Y	Find gas burner euro made stove top clean and undamaged (2 photos, page 47)	Y	
Oven/griller	Y	Y	Y	Single door pyrolux oven oven is reasonably clean with one oven tray and one oven rack (4 photos, page 47)	Y	
Exhaust fan/range hood	N	Y	Y	Brush metal Rangehood, filters are slightly Greasey (1 photo, page 47)	N	The light doesn't work (1 photo, page 113)
Dishwasher	Y	Y	Y	Bosch dishwasher with two drawers Cutlery basket (3 photos, page 47)	Y	
Other				(2 photos, page 48)	Y	

Bedroom 1	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 19:17 Thursday 26/01/2023</i>
Walls/picture hooks	Y	N	Y	Wall one - lounge - coat shelf with hanging rail attached Wall two - pink wall - various scuff marks present Wall three window - no visible damage Wall four ensuite - various scuff and grubby marks present Wall five - various scuff marks present (13 photos, page 48)	Y	
Built-in wardrobe/shelves	Y	N	Y	3 Gold aluminium frame sliding Mira doors - middle door is stiff to pull across Internal of cupboard two large fixed shelves and one chrome coat rack five white shelves with various chip marks flooring is brown carpet no visible staining (14 photos, page 49)	N	A lot of personal items were left from the last tenants. This is consistent throughout the house and backyard (1 photo, page 113)
Doors/doorway frames	Y	N	Y	White timber door jam with visible paint runs and minor paint chips present Timber door painted white with various marks on the front of door and back of door below handle One chrome handle with locking mechanism (12 photos, page 51)	Y	
Windows/screens/window safety devices	Y	Y	Y	White aluminium frame window with one fixed panel and one sliding panel glass intact no visible damage. (4 photos, page 52)	Y	
Ceiling/light fittings	Y	Y	Y	Ceiling painted white with cornicing Cobwebs present (10 photos, page 53)	Y	
Blinds/curtains	Y	Y	Y	venetian shutters white all shutters working and close correctly (6 photos, page 54)	Y	
Lights/power points	Y	Y	Y	Single light switches One fan control One quadruple light switch Two double power points One TV outlet Four bladed fan with light working (6 photos, page 54)	Y	
Skirting boards	Y	N	Y	Timber skirting boards painted white with various chip marks and scuff marks present (13 photos, page 55)	Y	
Floor coverings	Y	Y	Y	White grey timber vinyl planks clean undamaged (5 photos, page 56)	Y	
Other					Y	

Ensuite	Cln	Udg	Wkg	Agent comments <small>Cln = Clean, Udg = Undamaged, Wkg = Working</small>	Tenant agrees	Tenant comments <small>Tenant initially reviewed at 19:19 Thursday 26/01/2023</small>
Walls/tiles	Y	Y	Y	Cream marbled square tiles floor to ceiling with white grout no visible damage to tiles or grout (16 photos, page 56)	Y	
Floor tiles/floor coverings	Y	N	Y	Malcolm cream tiles with grey grout no visible damage to tiles some discolouration to grout (3 photos, page 58)	Y	
Doors/doorway frames	Y	N	Y	Varnished timber door jam no visible damage, varnished timber sliding door no visible damage on external size, 2x20 cm scratch mark due to runs with in cavity no damage (13 photos, page 58)	Y	
Windows/screens/window safety devices	Y	Y	Y	White aluminium framed window with one fixed panel and one sliding panel and one for Ryan aluminium framed fly screen no visible damage, varnished timber windowsills no visible damage present (2 photos, page 59)	Y	
Ceiling/light fittings	Y	N	Y	Plastered ceiling with cornicing some paint peeling above shower recess and some insects spots across ceiling (5 photos, page 59)	Y	
Blinds/curtains					Y	
Lights/power points	N	Y	Y	One double power point for heat lamps and one single lamp Tastic Tastic has dust present (2 photos, page 59)	Y	
Bath/taps					Y	
Shower/screen/taps	Y	N	Y	Single door shower screen with one fixed panel chrome handle, cream marble floor tiles and wall tiles with white grout grout is visibly messy on top section of shower floor grout is grey clean and undamaged, hot and cold chrome taps with chrome shower Rose (11 photos, page 60)	Y	
Wash basin/taps	Y	Y	Y	White ceramic dying basin with mixer tap which is chrome (1 photo, page 61)	Y	
Mirror/cabinet/vanity	Y	Y	Y	Have a door Mira cabinet with two glass shelves intact and no visible damage, vanity has three single drawers and one single door with frosted cut out chrome handles no visible damage present (8 photos, page 61)	Y	
Towel rails	Y	Y	Y	Double Rod towel rail and two towel hooks (2 photos, page 61)	Y	
Toilet/cistern/seat	Y	Y	Y	Plastic cistern with ceramic base white, plastic seat and lid intact no visible damage (4 photos, page 61)	Y	
Toilet roll holder	Y	Y	Y	One single chrome toilet roll holder (1 photo, page 62)	Y	
Heating/exhaust fan/vent	N	Y	Y	Built into Tastic (1 photo, page 62)	Y	
Other					Y	

Bedroom 2	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 19:20 Thursday 26/01/2023</i>
Walls/picture hooks	Y	N	Y	War one painted lime green various scuff marks present one TV mounted attachment to wall and one chrome hook Wall to window one white hook various paint chips around window and there is grubby marks on left-hand side of window Wall three small window three pinholes present no other visible damage noticeable Wall for door various markings below light switch present painted cream (17 photos, page 62)	N	Left with smudges + holes in walls (3 photos, page 113)
Built-in wardrobe/shelves	Y	N	Y	IKEA white shelving unit with four drawers various scuff marks to top of cupboards in front of drawers White aluminium frame sliding Mira doors three sticky marks present across mirrors Internal of cupboard two large fixed shelves and one chrome coat rack with various coathangers present and shoe caddy present three white shelves with various chip marks and three drawers present white with very very chip marks present to fascia internal flooring is brown carpet no visible staining (15 photos, page 64)	Y	
Doors/doorway frames	Y	N	Y	White timber door jam with visible paint runs and minor paint chips present Timber door painted white with various marks on the front of door and back of door below handle One chrome handle with locking mechanism (10 photos, page 66)	Y	
Windows/screens/window safety devices	Y	N	Y	Small window white aluminium frame with two fixed glass panels Large window with seven fixed glass panels and one sliding panel all glass intact and one white aluminium framed fly screen with no damage present (13 photos, page 67)	Y	
Ceiling/light fittings	Y	Y	Y	Plastered ceiling with cornices painted white no visible damage (6 photos, page 68)	Y	
Blinds/curtains	Y	Y	Y	Six venetian shutters white all shutters working and close correctly (15 photos, page 69)	Y	
Lights/power points	Y	Y	Y	4 bladed fan with light two double power points one single light switch with fan control (4 photos, page 70)	Y	
Skirting boards	Y	N	Y	Timber skirting boards with minor chip marks present (10 photos, page 70)	Y	
Floor coverings	Y	Y	Y	White vinyl plants present no visible damage (5 photos, page 71)	Y	
Other	Y	Y	Y	One ducted heating vent clean (1 photo, page 71)	Y	

Bedroom 3	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 19:20 Thursday 26/01/2023</i>
Walls/picture hooks	Y	N	Y	Wall one painted blue with minor scuff marks present one times 1 cm paint chip to lower section of wall Wall to window no visible damage one chrome picture hook Wall three hallway entry no visible damage wall fall door visible scuff marks and pencil lines present above hook connecting to cupboard wall (19 photos, page 71)	Y	
Built-in wardrobe/shelves	Y	Y	Y	IKEA freestanding bookshelf white with five shelves attached clean no visible damage to unit Two aluminium framed Mira is sliding no visible damage to mirrors Internal of cupboard has two large fixed shelves white three medium fixed shelves and three white drawers minor chipping to front of shelving brown carpet with in the Cupboards no visible damage minor scuff marks to back of hanging area one chrome hanging Coat rail (14 photos, page 74)	Y	
Doors/doorway frames	Y	Y	Y	Timber doorjamb painted white. Minor paint chips to left-hand side and top doorjamb White timber door painted noticeable paint runs near door knob chrome door knob with locking mechanism (12 photos, page 75)	Y	
Windows/screens/window safety devices	Y	Y	Y	White aluminium framed windows with seven fixed frames and one sliding frame, glass intact no visible damage line one white aluminium framed fly screen intact no visible damage (8 photos, page 76)	Y	
Ceiling/light fittings	Y	Y	Y	Placid ceiling with cornicing painted white no visible damage (9 photos, page 77)	Y	
Blinds/curtains	Y	Y	Y	White venetian shutters clean undamaged (13 photos, page 78)	Y	
Lights/power points	Y	Y	Y	One single PowerPoint one fan control two double power points (4 photos, page 79)	Y	
Skirting boards	Y	N	Y	White skirting boards with doorstop attached minor scuff marks present (10 photos, page 80)	Y	
Floor coverings	Y	Y	Y	Light grey lino plank flooring no visible damage or marks (5 photos, page 80)	Y	
Other	Y	Y	Y	One ducted heating vent (1 photo, page 81)	Y	

Bathroom	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 19:21 Thursday 26/01/2023</i>
Walls/tiles	Y	Y	Y	Floor-to-ceiling tiles sandstone brown tiles with round circle pebble tiles or with white and brown grout intact no visible damage (22 photos, page 81)	Y	
Floor tiles/floor coverings	Y	Y	Y	Sandstone square brown tiles with brown grout no visible damage to tiles or grout (7 photos, page 83)	Y	
Doors/doorway frames	Y	N	Y	White timber door jam no visible damage timber door painted white with minor paint chips to top of door and lower section of door, back of door painted white no visible damage with one chrome doorstop one chrome door handle with locking mechanism (16 photos, page 84)	Y	
Windows/screens/window safety devices	Y	N	Y	White aluminium framed window with one fixed panel and one sliding panel, one aluminium framed glass with multiple pulls within mesh (3 photos, page 85)	Y	
Ceiling/light fittings	Y	Y	Y	Plastered ceiling and cornices painted white (6 photos, page 86)	Y	
Blinds/curtains					Y	
Lights/power points	Y	Y	Y	For heat lamps and single bulb Tastic Triple light switch and one double power point (3 photos, page 86)	Y	
Bath/taps				White ceramic bath is wrapped with tiles no visible damage to bath, chrome tap and spout (5 photos, page 86)	Y	
Shower/screen/taps	Y	Y	Y	One fixed glass half panel above bath with chrome. Rainfall showerhead and adjustable hand shower (5 photos, page 87)	Y	
Wash basin/taps	Y	Y	Y	Two white round ceramic basins with chrome tap and spout (2 photos, page 87)	Y	
Mirror/cabinet/vanity				One and framed rectangle Mira with around edges no visible damage Vanity with marble top and white cabinetry with two drawers and double door cupboard no visible damage (8 photos, page 87)	Y	
Towel rails	Y	Y	Y	Timber ladder towel rail with four runs, top runner has metal white basket middle run has a small metal white basket and three hooks (3 photos, page 88)	Y	
Toilet/cistern/seat					Y	
Toilet roll holder					Y	
Heating/exhaust fan/vent	Y	Y	Y	Built into Tastic (1 photo, page 88)	Y	
Other					Y	
Bathroom #2	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 19:27 Thursday 26/01/2023</i>
Walls/tiles	Y	Y	Y	What is stealing sandstone brown square tiles. With brown grout no visible damage to tiles or grout (15 photos, page 88)	Y	
Floor tiles/floor coverings	Y	Y	Y	Square sandstone brown tiles with brown grout no visible damage to grout or tails (3 photos, page 90)	Y	
Doors/doorway frames	Y	Y	Y	Timber doorjamb painted white visible paint runs Timber door painted white with visible paint runs present and one chrome doorstop and one chrome door handle with locking mechanism (13 photos, page 90)	Y	
Windows/screens/window safety devices	Y	Y	Y	One white aluminium framed window with one fixed panel and one sliding panel glass all intact one aluminium frame fly screen all intact mesh is intact (4 photos, page 91)	Y	
Ceiling/light fittings	Y	Y	Y	Plastered ceiling painted white with causing no visible (2 photos, page 92)	Y	
Blinds/curtains					Y	
Lights/power points	Y	Y	Y	One oyster White with Dome plastic light shade one single PowerPoint (2 photos, page 92)	Y	
Bath/taps					Y	
Shower/screen/taps					Y	
Wash basin/taps					Y	
Mirror/cabinet/vanity					Y	
Towel rails					Y	

Toilet/cistern/seat	Y	Y	Y	One white ceramic toilet with built in system, twin flashing system. Hard plastic seat and lid all intact no visible damage (4 photos, page 92)	Y	
Toilet roll holder	Y	Y	Y	One chrome toilet roll holder (1 photo, page 93)	Y	
Heating/exhaust fan/vent					Y	
Other					Y	
Laundry	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 19:27 Thursday 26/01/2023</i>
Walls/tiles	Y	Y	Y	Red brick walls with one plaster wall various marks present (10 photos, page 93)	Y	
Floor tiles/floor coverings	Y	Y	Y	Black gloss tiles with grey grout intact no visible damage slightly dusty (4 photos, page 94)	Y	
Doors/doorway frames					Y	
Windows/screens/window safety devices	Y	Y	Y	One white aluminium framed window with one fixed panel one sliding panel and one aluminium framed fly screen intact (1 photo, page 94)	Y	
Ceiling/light fittings	Y	Y	Y	Slated wood ceiling intact no visible damage (4 photos, page 94)	Y	
Blinds/curtains					Y	
Lights/power points	N	Y	Y	Two single light points both dusty and grubby (4 photos, page 94)	Y	
Washing machine/taps	Y	Y	Y	Two chrome washing taps, note washing machine is being removed (1 photo, page 95)	Y	
Exhaust fan/vent					Y	
Washing tub	Y	Y		One aluminium and white washtub with chrome sink to gram chrome handles and spout and one strainer plug (5 photos, page 95)	Y	
Dryer					Y	
Other	Y	Y	Y	Two double door white shelving unit with one fixed shelf various marks on shelves in front of cupboard (3 photos, page 95)	Y	
Security/Safety	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 19:34 Thursday 26/01/2023</i>
External door locks					Y	
Window locks					Y	
Keys/other security devices				as per signed key receipt	Y	
Security/alarm system					Y	
Smoke alarms	Y	Y	Y	Service on the 18th January (1 photo, page 95)	Y	
Electrical safety switches				Located in hallway	Y	
Other					Y	

General	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant agrees	Tenant comments <i>Tenant initially reviewed at 19:36 Thursday 26/01/2023</i>
Heating/Air conditioning	Y	Y	Y	Panasonic air conditioning located in dining area condenser located under deck	Y	
Staircase/handrails	Y	Y	Y	Eight timber stairs painted white with white ballast straight hand rail Nine timber stairs painted red with timber balustrade and handrail weathered but in good condition, red timber decking boards (10 photos, page 96)	Y	
External television antenna/tv points	Y	Y	Y	Located on roof agent could inspect	Y	
Balcony/porch/deck	Y	Y	Y	Timber deck with decking boards all in good condition white timber balustrade with shade cloth attached, one swing attachment attached and one portable bar present (9 photos, page 96)	Y	
Swimming pool					Y	
Swimming pool fence/gate					Y	
Gates/fences	Y	Y	Y	Timber fence or to be in good condition (8 photos, page 97)	Y	
Grounds/garden	Y	Y	Y	All grass and shrubberies and freeze all healthy and in good condition agent notes owners are getting a landscaper in to tidy yards tenant is to maintain yards to this standard once completed (43 photos, page 98)	Y	
garden hose/fittings	Y	Y	Y	Around the property (2 photos, page 101)	Y	
Watering system					Y	
Lawns/edges					Y	
Letter box/street number	Y	Y	Y	Grey rendered letterbox behind the bush with number 41 on it (2 photos, page 102)	Y	
Water tanks/septic tanks					Y	
Garbage bins	Y	Y	Y	Two green one red and one yellow bin (2 photos, page 102)	Y	
Paving/driveways	Y	Y	Y	Pebbled Cement and pathways no visible damage (6 photos, page 102)	Y	
Clothes line	Y	Y	Y	Greenhills (2 photos, page 102)	Y	
Garage/car port/storeroom	Y	N	Y	Doorjamb painted white numerous chip marks present, timber door painted white various scuff marks present on either side one chrome door handle and locking mechanism, Walls – red brick walls and one plastered wall painted white with various scuff marks patch marks and holes present Flooring – concrete floor with various stains present Furniture – 3IKEA steel white shelves with white bags, one steel filing cabinet with four drawers, one bin chrome, one IKEA white cubed unit with five shells, one green mower with catcher clean, one beige steel shelving unit with three shelves various items present including extension cords chemicals they's and car seat covers, one hairdryer clotheshorse with numerous orange pegs External door various marks present white timber white door with key front of door various marks weathered and one weatherstrip present one large chrome handle. (29 photos, page 103)	N	There are left over items that are taking up space in the garage: - x3 fabric shelves - Metal shelf with past tenants items - Filing cabinet - Random shelf (3 photos, page 114)
Garden shed					Y	
Hot water system	Y	Y	Y	Rheem hot water (4 photos, page 106)	Y	
Gutters/downpipe				Agent couldn't inspect if gutters were cleaned	Y	
Other	Y	Y	Y	Gym equipment underneath outdoor deck is for tenant use One netted trampoline tenant can use this - Agent notes some of the net has broken (5 photos, page 106)	N	Can we request to have this removed? At least the trampoline as it seems like it doesn't have any "spring" and it takes up quite a bit of space. We don't have kids here either so it's not needed. (1 photo, page 114)
NBN				Located in lounge room	Y	
Water meter				Reading 346 (2 photos, page 106)	Y	

Agent Inspection Photos (973 photos)

Entrance/Hall: Front door/screen door/security door (photo 1 of 8)



Entrance/Hall: Front door/screen door/security door (photo 2 of 8)



Entrance/Hall: Front door/screen door/security door (photo 3 of 8)



Entrance/Hall: Front door/screen door/security door (photo 4 of 8)



Entrance/Hall: Front door/screen door/security door (photo 5 of 8)



Entrance/Hall: Front door/screen door/security door (photo 6 of 8)



Entrance/Hall: Front door/screen door/security door (photo 7 of 8)



Entrance/Hall: Front door/screen door/security door (photo 8 of 8)



Entrance/Hall: Walls/picture hooks (photo 1 of 37)



Entrance/Hall: Walls/picture hooks (photo 2 of 37)



Entrance/Hall: Walls/picture hooks (photo 3 of 37)



Entrance/Hall: Walls/picture hooks (photo 4 of 37)



Entrance/Hall: Walls/picture hooks (photo 5 of 37)



Entrance/Hall: Walls/picture hooks (photo 6 of 37)



Entrance/Hall: Walls/picture hooks (photo 7 of 37)



Entrance/Hall: Walls/picture hooks (photo 8 of 37)



Entrance/Hall: Walls/picture hooks (photo 9 of 37)



Entrance/Hall: Walls/picture hooks (photo 10 of 37)



Entrance/Hall: Walls/picture hooks (photo 11 of 37)



Entrance/Hall: Walls/picture hooks (photo 12 of 37)



Entrance/Hall: Walls/picture hooks (photo 13 of 37)



Entrance/Hall: Walls/picture hooks (photo 14 of 37)



Entrance/Hall: Walls/picture hooks (photo 15 of 37)



Entrance/Hall: Walls/picture hooks (photo 16 of 37)



Entrance/Hall: Walls/picture hooks (photo 17 of 37)



Entrance/Hall: Walls/picture hooks (photo 18 of 37)



Entrance/Hall: Walls/picture hooks (photo 19 of 37)



Entrance/Hall: Walls/picture hooks (photo 20 of 37)



Entrance/Hall: Walls/picture hooks (photo 21 of 37)



Entrance/Hall: Walls/picture hooks (photo 22 of 37)



Entrance/Hall: Walls/picture hooks (photo 23 of 37)



Entrance/Hall: Walls/picture hooks (photo 24 of 37)



Entrance/Hall: Walls/picture hooks (photo 25 of 37)



Entrance/Hall: Walls/picture hooks (photo 26 of 37)



Entrance/Hall: Walls/picture hooks (photo 27 of 37)



Entrance/Hall: Walls/picture hooks (photo 28 of 37)



Entrance/Hall: Walls/picture hooks (photo 29 of 37)



Entrance/Hall: Walls/picture hooks (photo 30 of 37)



Entrance/Hall: Walls/picture hooks (photo 31 of 37)



Entrance/Hall: Walls/picture hooks (photo 32 of 37)



Entrance/Hall: Walls/picture hooks (photo 33 of 37)



Entrance/Hall: Walls/picture hooks (photo 34 of 37)



Entrance/Hall: Walls/picture hooks (photo 35 of 37)



Entrance/Hall: Walls/picture hooks (photo 36 of 37)



Entrance/Hall: Walls/picture hooks (photo 37 of 37)



Entrance/Hall: Ceiling/light fittings (photo 1 of 10)



Entrance/Hall: Ceiling/light fittings (photo 2 of 10)



Entrance/Hall: Ceiling/light fittings (photo 3 of 10)



Entrance/Hall: Ceiling/light fittings (photo 4 of 10)



Entrance/Hall: Ceiling/light fittings (photo 5 of 10)



Entrance/Hall: Ceiling/light fittings (photo 6 of 10)



Entrance/Hall: Ceiling/light fittings (photo 7 of 10)



Entrance/Hall: Ceiling/light fittings (photo 8 of 10)



Entrance/Hall: Ceiling/light fittings (photo 9 of 10)



Entrance/Hall: Ceiling/light fittings (photo 10 of 10)



Entrance/Hall: Lights/power points/door bell (photo 1 of 14)



Entrance/Hall: Lights/power points/door bell (photo 2 of 14)



Entrance/Hall: Lights/power points/door bell (photo 3 of 14)



Entrance/Hall: Lights/power points/door bell (photo 4 of 14)



Entrance/Hall: Lights/power points/door bell (photo 5 of 14)



Entrance/Hall: Lights/power points/door bell (photo 6 of 14)



Entrance/Hall: Lights/power points/door bell (photo 7 of 14)



Entrance/Hall: Lights/power points/door bell (photo 8 of 14)



Entrance/Hall: Lights/power points/door bell (photo 9 of 14)



Entrance/Hall: Lights/power points/door bell (photo 10 of 14)



Entrance/Hall: Lights/power points/door bell (photo 11 of 14)



Entrance/Hall: Lights/power points/door bell (photo 12 of 14)



Entrance/Hall: Lights/power points/door bell (photo 13 of 14)



Entrance/Hall: Lights/power points/door bell (photo 14 of 14)



Entrance/Hall: Skirting boards (photo 1 of 18)



Entrance/Hall: Skirting boards (photo 2 of 18)



Entrance/Hall: Skirting boards (photo 3 of 18)



Entrance/Hall: Skirting boards (photo 4 of 18)



Entrance/Hall: Skirting boards (photo 5 of 18)



Entrance/Hall: Skirting boards (photo 6 of 18)



Entrance/Hall: Skirting boards (photo 7 of 18)



Entrance/Hall: Skirting boards (photo 8 of 18)



Entrance/Hall: Skirting boards (photo 9 of 18)



Entrance/Hall: Skirting boards (photo 10 of 18)



Entrance/Hall: Skirting boards (photo 11 of 18)



Entrance/Hall: Skirting boards (photo 12 of 18)



Entrance/Hall: Skirting boards (photo 13 of 18)



Entrance/Hall: Skirting boards (photo 14 of 18)



Entrance/Hall: Skirting boards (photo 15 of 18)



Entrance/Hall: Skirting boards (photo 16 of 18)



Entrance/Hall: Skirting boards (photo 17 of 18)



Entrance/Hall: Skirting boards (photo 18 of 18)



Entrance/Hall: Floor coverings (photo 1 of 10)



Entrance/Hall: Floor coverings (photo 2 of 10)



Entrance/Hall: Floor coverings (photo 3 of 10)



Entrance/Hall: Floor coverings (photo 4 of 10)



Entrance/Hall: Floor coverings (photo 5 of 10)



Entrance/Hall: Floor coverings (photo 6 of 10)



Entrance/Hall: Floor coverings (photo 7 of 10)



Entrance/Hall: Floor coverings (photo 8 of 10)



Entrance/Hall: Floor coverings (photo 9 of 10)



Entrance/Hall: Floor coverings (photo 10 of 10)



Entrance/Hall: Other (photo 1 of 10)



Entrance/Hall: Other (photo 2 of 10)



Entrance/Hall: Other (photo 3 of 10)



Entrance/Hall: Other (photo 4 of 10)



Entrance/Hall: Other (photo 5 of 10)



Entrance/Hall: Other (photo 6 of 10)



Entrance/Hall: Other (photo 7 of 10)



Entrance/Hall: Other (photo 8 of 10)



Entrance/Hall: Other (photo 9 of 10)



Entrance/Hall: Other (photo 10 of 10)



Lounge Room: Walls/picture hooks (photo 1 of 16)



Bedroom 1: Built-in wardrobe/shelves (photo 12 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 13 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 14 of 14)



Bedroom 1: Doors/doorway frames (photo 1 of 12)



Bedroom 1: Doors/doorway frames (photo 2 of 12)



Bedroom 1: Doors/doorway frames (photo 3 of 12)



Bedroom 1: Doors/doorway frames (photo 4 of 12)



Bedroom 1: Doors/doorway frames (photo 5 of 12)



Bedroom 1: Doors/doorway frames (photo 6 of 12)



Bedroom 1: Doors/doorway frames (photo 7 of 12)



Bedroom 1: Doors/doorway frames (photo 8 of 12)



Bedroom 1: Doors/doorway frames (photo 9 of 12)



Bedroom 1: Doors/doorway frames (photo 10 of 12)



Bedroom 1: Doors/doorway frames (photo 11 of 12)



Bedroom 1: Doors/doorway frames (photo 12 of 12)



Bedroom 1: Windows/screens/window safety devices (photo 1 of 4)



Bedroom 1: Windows/screens/window safety devices (photo 2 of 4)



Bedroom 1: Windows/screens/window safety devices (photo 3 of 4)



Bedroom 1: Windows/screens/window safety devices (photo 4 of 4)



Bedroom 1: Ceiling/light fittings (photo 1 of 10)



Bedroom 1: Ceiling/light fittings (photo 2 of 10)



Bedroom 1: Ceiling/light fittings (photo 3 of 10)



Bedroom 1: Ceiling/light fittings (photo 4 of 10)



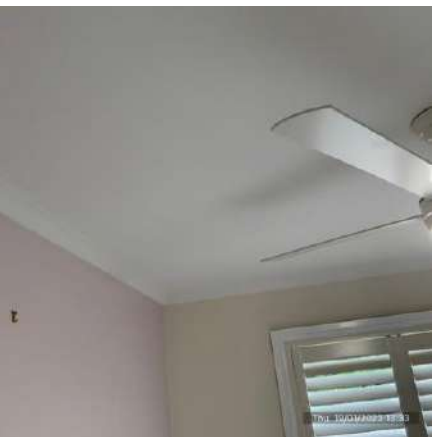
Bedroom 1: Ceiling/light fittings (photo 5 of 10)



Bedroom 1: Ceiling/light fittings (photo 6 of 10)



Bedroom 1: Ceiling/light fittings (photo 7 of 10)



Bedroom 1: Ceiling/light fittings (photo 8 of 10)



Bedroom 1: Ceiling/light fittings (photo 9 of 10)



Bedroom 1: Ceiling/light fittings (photo 10 of 10)



Bedroom 1: Blinds/curtains (photo 1 of 6)



Bedroom 1: Blinds/curtains (photo 2 of 6)



Bedroom 1: Blinds/curtains (photo 3 of 6)



Bedroom 1: Blinds/curtains (photo 4 of 6)



Bedroom 1: Blinds/curtains (photo 5 of 6)



Bedroom 1: Blinds/curtains (photo 6 of 6)



Bedroom 1: Lights/power points (photo 1 of 6)



Bedroom 1: Lights/power points (photo 2 of 6)



Bedroom 1: Lights/power points (photo 3 of 6)



Bedroom 1: Lights/power points (photo 4 of 6)



Bedroom 1: Lights/power points (photo 5 of 6)



Bedroom 1: Lights/power points (photo 6 of 6)



Bedroom 1: Skirting boards (photo 1 of 13)



Bedroom 1: Skirting boards (photo 2 of 13)



Bedroom 1: Skirting boards (photo 3 of 13)



Bedroom 1: Skirting boards (photo 4 of 13)



Bedroom 1: Skirting boards (photo 5 of 13)



Bedroom 1: Skirting boards (photo 6 of 13)



Bedroom 1: Skirting boards (photo 7 of 13)



Bedroom 1: Skirting boards (photo 8 of 13)



Bedroom 1: Skirting boards (photo 9 of 13)



Bedroom 1: Skirting boards (photo 10 of 13)



Bedroom 1: Skirting boards (photo 11 of 13)



Bedroom 1: Skirting boards (photo 12 of 13)



Bedroom 1: Skirting boards (photo 13 of 13)



Bedroom 1: Floor coverings (photo 1 of 5)



Bedroom 1: Floor coverings (photo 2 of 5)



Bedroom 1: Floor coverings (photo 3 of 5)



Bedroom 1: Floor coverings (photo 4 of 5)



Bedroom 1: Floor coverings (photo 5 of 5)



Ensuite: Walls/tiles (photo 1 of 16)



Ensuite: Walls/tiles (photo 2 of 16)



Ensuite: Walls/tiles (photo 3 of 16)



Ensuite: Walls/tiles (photo 4 of 16)



Ensuite: Walls/tiles (photo 5 of 16)



Ensuite: Walls/tiles (photo 6 of 16)



Ensuite: Walls/tiles (photo 7 of 16)



Ensuite: Walls/tiles (photo 8 of 16)



Ensuite: Walls/tiles (photo 9 of 16)



Ensuite: Walls/tiles (photo 10 of 16)



Ensuite: Walls/tiles (photo 11 of 16)



Ensuite: Walls/tiles (photo 12 of 16)



Ensuite: Walls/tiles (photo 13 of 16)



Ensuite: Walls/tiles (photo 14 of 16)



Ensuite: Walls/tiles (photo 15 of 16)



Ensuite: Walls/tiles (photo 16 of 16)



Ensuite: Floor tiles/floor coverings (photo 1 of 3)



Ensuite: Floor tiles/floor coverings (photo 2 of 3)



Ensuite: Floor tiles/floor coverings (photo 3 of 3)



Ensuite: Doors/doorway frames (photo 1 of 13)



Ensuite: Doors/doorway frames (photo 2 of 13)



Ensuite: Doors/doorway frames (photo 3 of 13)



Ensuite: Doors/doorway frames (photo 4 of 13)



Ensuite: Doors/doorway frames (photo 5 of 13)



Ensuite: Doors/doorway frames (photo 6 of 13)



Ensuite: Doors/doorway frames (photo 7 of 13)



Ensuite: Doors/doorway frames (photo 8 of 13)



Ensuite: Doors/doorway frames (photo 9 of 13)



Ensuite: Doors/doorway frames (photo 10 of 13)



Ensuite: Doors/doorway frames (photo 11 of 13)



Ensuite: Doors/doorway frames (photo 12 of 13)



Ensuite: Doors/doorway frames (photo 13 of 13)



Ensuite: Windows/screens/window safety devices (photo 1 of 2)



Ensuite: Windows/screens/window safety devices (photo 2 of 2)



Ensuite: Ceiling/light fittings (photo 1 of 5)



Ensuite: Ceiling/light fittings (photo 2 of 5)



Ensuite: Ceiling/light fittings (photo 3 of 5)



Ensuite: Ceiling/light fittings (photo 4 of 5)



Ensuite: Ceiling/light fittings (photo 5 of 5)



Ensuite: Lights/power points (photo 1 of 2)



Ensuite: Lights/power points (photo 2 of 2)



Ensuite: Shower/screen/taps (photo 1 of 11)



Ensuite: Shower/screen/taps (photo 2 of 11)



Ensuite: Shower/screen/taps (photo 3 of 11)



Ensuite: Shower/screen/taps (photo 4 of 11)



Ensuite: Shower/screen/taps (photo 5 of 11)



Ensuite: Shower/screen/taps (photo 6 of 11)



Ensuite: Shower/screen/taps (photo 7 of 11)



Ensuite: Shower/screen/taps (photo 8 of 11)



Ensuite: Shower/screen/taps (photo 9 of 11)



Ensuite: Shower/screen/taps (photo 10 of 11)



Ensuite: Shower/screen/taps (photo 11 of 11)



Ensuite: Wash basin/taps



Ensuite: Mirror/cabinet/vanity (photo 1 of 8)



Ensuite: Mirror/cabinet/vanity (photo 2 of 8)



Ensuite: Mirror/cabinet/vanity (photo 3 of 8)



Ensuite: Mirror/cabinet/vanity (photo 4 of 8)



Ensuite: Mirror/cabinet/vanity (photo 5 of 8)



Ensuite: Mirror/cabinet/vanity (photo 6 of 8)



Ensuite: Mirror/cabinet/vanity (photo 7 of 8)



Ensuite: Mirror/cabinet/vanity (photo 8 of 8)



Ensuite: Towel rails (photo 1 of 2)



Ensuite: Towel rails (photo 2 of 2)



Ensuite: Toilet/cistern/seat (photo 1 of 4)



Ensuite: Toilet/cistern/seat (photo 2 of 4)



Ensuite: Toilet/cistern/seat (photo 3 of 4)



Ensuite: Toilet/cistern/seat (photo 4 of 4)



Ensuite: Toilet roll holder



Ensuite: Heating/exhaust fan/vent



Bedroom 2: Walls/picture hooks (photo 1 of 17)



Bedroom 2: Walls/picture hooks (photo 2 of 17)



Bedroom 2: Walls/picture hooks (photo 3 of 17)



Bedroom 2: Walls/picture hooks (photo 4 of 17)



Bedroom 2: Walls/picture hooks (photo 5 of 17)



Bedroom 2: Walls/picture hooks (photo 6 of 17)



Bedroom 2: Walls/picture hooks (photo 7 of 17)



Bedroom 2: Walls/picture hooks (photo 8 of 17)



Bedroom 2: Walls/picture hooks (photo 9 of 17)



Bedroom 2: Walls/picture hooks (photo 10 of 17)



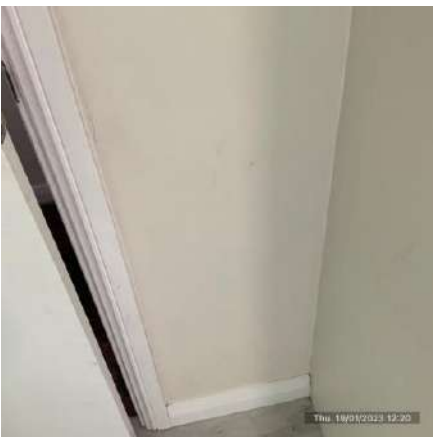
Bedroom 2: Walls/picture hooks (photo 11 of 17)



Bedroom 2: Walls/picture hooks (photo 12 of 17)



Bedroom 2: Walls/picture hooks (photo 13 of 17)



Bedroom 2: Walls/picture hooks (photo 14 of 17)



Bedroom 2: Walls/picture hooks (photo 15 of 17)



Bedroom 2: Walls/picture hooks (photo 16 of 17)



Bedroom 2: Walls/picture hooks (photo 17 of 17)



Bedroom 2: Built-in wardrobe/shelves (photo 1 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 2 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 3 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 4 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 5 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 6 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 7 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 8 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 9 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 10 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 11 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 12 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 13 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 14 of 15)



Bedroom 2: Built-in wardrobe/shelves (photo 15 of 15)



Bedroom 2: Doors/doorway frames (photo 1 of 10)



Bedroom 2: Doors/doorway frames (photo 2 of 10)



Bedroom 2: Doors/doorway frames (photo 3 of 10)



Bedroom 2: Doors/doorway frames (photo 4 of 10)



Bedroom 2: Doors/doorway frames (photo 5 of 10)



Bedroom 2: Doors/doorway frames (photo 6 of 10)



Bedroom 2: Doors/doorway frames (photo 7 of 10)



Bedroom 2: Doors/doorway frames (photo 8 of 10)



Bedroom 2: Doors/doorway frames (photo 9 of 10)



Bedroom 2: Doors/doorway frames (photo 10 of 10)



Bedroom 2: Windows/screens/window safety devices (photo 1 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 2 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 3 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 4 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 5 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 6 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 7 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 8 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 9 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 10 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 11 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 12 of 13)



Bedroom 2: Windows/screens/window safety devices (photo 13 of 13)



Bedroom 2: Ceiling/light fittings (photo 1 of 6)



Bedroom 2: Ceiling/light fittings (photo 2 of 6)



Bedroom 2: Ceiling/light fittings (photo 3 of 6)



Bedroom 2: Ceiling/light fittings (photo 4 of 6)



Bedroom 2: Ceiling/light fittings (photo 5 of 6)



Bedroom 2: Ceiling/light fittings (photo 6 of 6)



Bedroom 2: Blinds/curtains (photo 1 of 15)



Bedroom 2: Blinds/curtains (photo 2 of 15)



Bedroom 2: Blinds/curtains (photo 3 of 15)



Bedroom 2: Blinds/curtains (photo 4 of 15)



Bedroom 2: Blinds/curtains (photo 5 of 15)



Bedroom 2: Blinds/curtains (photo 6 of 15)



Bedroom 2: Blinds/curtains (photo 7 of 15)



Bedroom 2: Blinds/curtains (photo 8 of 15)



Bedroom 2: Blinds/curtains (photo 9 of 15)



Bedroom 2: Blinds/curtains (photo 10 of 15)



Bedroom 2: Blinds/curtains (photo 11 of 15)



Bedroom 2: Blinds/curtains (photo 12 of 15)



Bedroom 2: Blinds/curtains (photo 13 of 15)



Bedroom 2: Blinds/curtains (photo 14 of 15)



Bedroom 2: Blinds/curtains (photo 15 of 15)



Bedroom 2: Lights/power points (photo 1 of 4)



Bedroom 2: Lights/power points (photo 2 of 4)



Bedroom 2: Lights/power points (photo 3 of 4)



Bedroom 2: Lights/power points (photo 4 of 4)



Bedroom 2: Skirting boards (photo 1 of 10)



Bedroom 2: Skirting boards (photo 2 of 10)



Bedroom 2: Skirting boards (photo 3 of 10)



Bedroom 2: Skirting boards (photo 4 of 10)



Bedroom 2: Skirting boards (photo 5 of 10)



Bedroom 2: Skirting boards (photo 6 of 10)



Bedroom 2: Skirting boards (photo 7 of 10)



Bedroom 2: Skirting boards (photo 8 of 10)



Bedroom 2: Skirting boards (photo 9 of 10)



Bedroom 2: Skirting boards (photo 10 of 10)



Bedroom 2: Floor coverings (photo 1 of 5)



Bedroom 2: Floor coverings (photo 2 of 5)



Bedroom 2: Floor coverings (photo 3 of 5)



Bedroom 2: Floor coverings (photo 4 of 5)



Bedroom 2: Floor coverings (photo 5 of 5)



Bedroom 2: Other



Bedroom 3: Walls/picture hooks (photo 1 of 19)



Bedroom 3: Walls/picture hooks (photo 2 of 19)



Bedroom 3: Walls/picture hooks (photo 3 of 19)



Bedroom 3: Walls/picture hooks (photo 4 of 19)



Bedroom 3: Walls/picture hooks (photo 5 of 19)



Bedroom 3: Walls/picture hooks (photo 6 of 19)



Bedroom 3: Walls/picture hooks (photo 7 of 19)



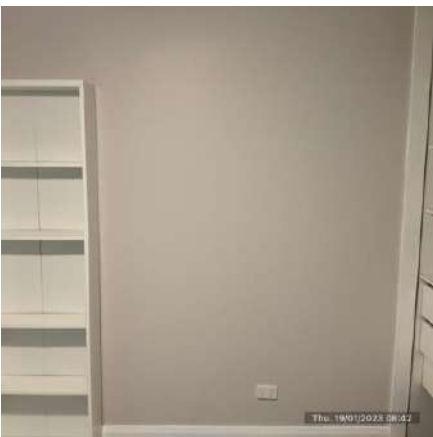
Bedroom 3: Walls/picture hooks (photo 8 of 19)



Bedroom 3: Walls/picture hooks (photo 9 of 19)



Bedroom 3: Walls/picture hooks (photo 10 of 19)



Bedroom 3: Walls/picture hooks (photo 11 of 19)



Bedroom 3: Walls/picture hooks (photo 12 of 19)



Bedroom 3: Walls/picture hooks (photo 13 of 19)



Bedroom 3: Walls/picture hooks (photo 14 of 19)



Bedroom 3: Walls/picture hooks (photo 15 of 19)



Bedroom 3: Walls/picture hooks (photo 16 of 19)



Bedroom 3: Walls/picture hooks (photo 17 of 19)



Bedroom 3: Walls/picture hooks (photo 18 of 19)



Bedroom 3: Walls/picture hooks (photo 19 of 19)



Bedroom 3: Built-in wardrobe/shelves (photo 1 of 14)



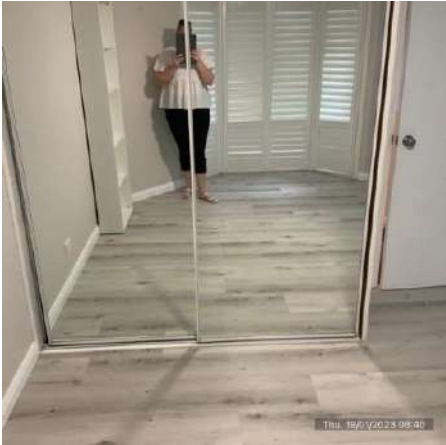
Bedroom 3: Built-in wardrobe/shelves (photo 2 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 3 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 4 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 5 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 6 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 7 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 8 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 9 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 10 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 11 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 12 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 13 of 14)



Bedroom 3: Built-in wardrobe/shelves (photo 14 of 14)



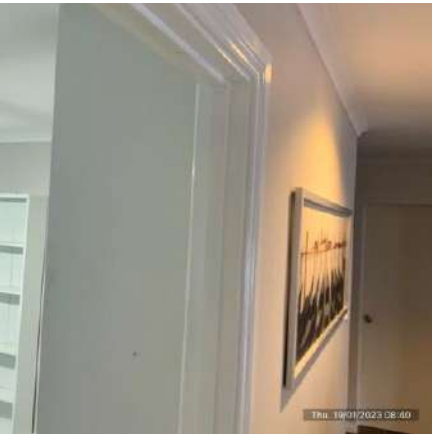
Bedroom 3: Doors/doorway frames (photo 1 of 12)



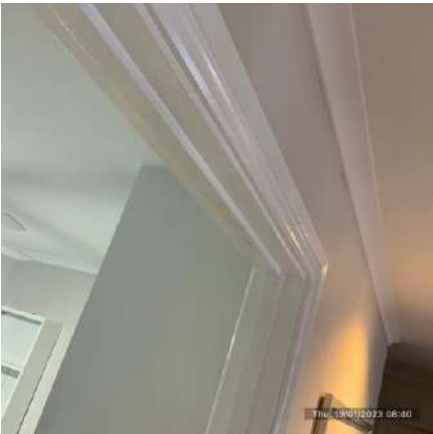
Bedroom 3: Doors/doorway frames (photo 2 of 12)



Bedroom 3: Doors/doorway frames (photo 3 of 12)



Bedroom 3: Doors/doorway frames (photo 4 of 12)



Bedroom 3: Doors/doorway frames (photo 5 of 12)



Bedroom 3: Doors/doorway frames (photo 6 of 12)



Bedroom 3: Doors/doorway frames (photo 7 of 12)



Bedroom 3: Doors/doorway frames (photo 8 of 12)



Bedroom 3: Doors/doorway frames (photo 9 of 12)



Bedroom 3: Doors/doorway frames (photo 10 of 12)



Bedroom 3: Doors/doorway frames (photo 11 of 12)



Bedroom 3: Doors/doorway frames (photo 12 of 12)



Bedroom 3: Windows/screens/window safety devices (photo 1 of 8)



Bedroom 3: Windows/screens/window safety devices (photo 2 of 8)



Bedroom 3: Windows/screens/window safety devices (photo 3 of 8)



Bedroom 3: Windows/screens/window safety devices (photo 4 of 8)



Bedroom 3: Windows/screens/window safety devices (photo 5 of 8)



Bedroom 3: Windows/screens/window safety devices (photo 6 of 8)



Bedroom 3: Windows/screens/window safety devices (photo 7 of 8)



Bedroom 3: Windows/screens/window safety devices (photo 8 of 8)



Bedroom 3: Ceiling/light fittings (photo 1 of 9)



Bedroom 3: Ceiling/light fittings (photo 2 of 9)



Bedroom 3: Ceiling/light fittings (photo 3 of 9)



Bedroom 3: Ceiling/light fittings (photo 4 of 9)



Bedroom 3: Ceiling/light fittings (photo 5 of 9)



Bedroom 3: Ceiling/light fittings (photo 6 of 9)



Bedroom 3: Ceiling/light fittings (photo 7 of 9)



Bedroom 3: Ceiling/light fittings (photo 8 of 9)



Bedroom 3: Ceiling/light fittings (photo 9 of 9)



Bedroom 3: Blinds/curtains (photo 1 of 13)



Bedroom 3: Blinds/curtains (photo 2 of 13)



Bedroom 3: Blinds/curtains (photo 3 of 13)



Bedroom 3: Blinds/curtains (photo 4 of 13)



Bedroom 3: Blinds/curtains (photo 5 of 13)



Bedroom 3: Blinds/curtains (photo 6 of 13)



Bedroom 3: Blinds/curtains (photo 7 of 13)



Bedroom 3: Blinds/curtains (photo 8 of 13)



Bedroom 3: Blinds/curtains (photo 9 of 13)



Bedroom 3: Blinds/curtains (photo 10 of 13)



Bedroom 3: Blinds/curtains (photo 11 of 13)



Bedroom 3: Blinds/curtains (photo 12 of 13)



Bedroom 3: Blinds/curtains (photo 13 of 13)



Bedroom 3: Lights/power points (photo 1 of 4)



Bedroom 3: Lights/power points (photo 2 of 4)



Bedroom 3: Lights/power points (photo 3 of 4)



Bedroom 3: Lights/power points (photo 4 of 4)



Bedroom 3: Skirting boards (photo 3 of 10)



Bedroom 3: Skirting boards (photo 6 of 10)



Bedroom 3: Skirting boards (photo 9 of 10)



Bedroom 3: Floor coverings (photo 2 of 5)



Bedroom 3: Floor coverings (photo 3 of 5)



Bedroom 3: Floor coverings (photo 4 of 5)



Bedroom 3: Floor coverings (photo 5 of 5)



Bedroom 3: Other



Bathroom: Walls/tiles (photo 1 of 22)



Bathroom: Walls/tiles (photo 2 of 22)



Bathroom: Walls/tiles (photo 3 of 22)



Bathroom: Walls/tiles (photo 4 of 22)



Bathroom: Walls/tiles (photo 5 of 22)



Bathroom: Walls/tiles (photo 6 of 22)



Bathroom: Walls/tiles (photo 7 of 22)



Bathroom: Walls/tiles (photo 8 of 22)



Bathroom: Walls/tiles (photo 9 of 22)



Bathroom: Walls/tiles (photo 10 of 22)



Bathroom: Walls/tiles (photo 11 of 22)



Bathroom: Walls/tiles (photo 12 of 22)



Bathroom: Walls/tiles (photo 13 of 22)



Bathroom: Walls/tiles (photo 14 of 22)



Bathroom: Walls/tiles (photo 15 of 22)



Bathroom: Walls/tiles (photo 16 of 22)



Bathroom: Walls/tiles (photo 17 of 22)



Bathroom: Walls/tiles (photo 18 of 22)



Bathroom: Walls/tiles (photo 19 of 22)



Bathroom: Walls/tiles (photo 20 of 22)



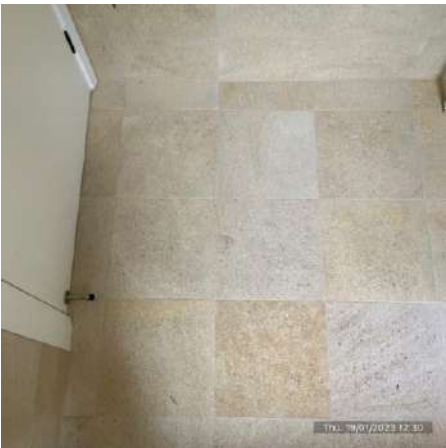
Bathroom: Walls/tiles (photo 21 of 22)



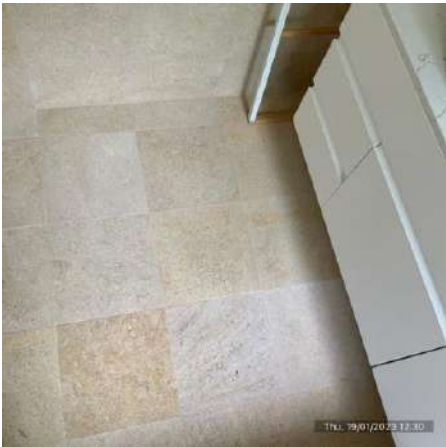
Bathroom: Walls/tiles (photo 22 of 22)



Bathroom: Floor tiles/floor coverings (photo 1 of 7)



Bathroom: Floor tiles/floor coverings (photo 2 of 7)



Bathroom: Floor tiles/floor coverings (photo 3 of 7)



Bathroom: Floor tiles/floor coverings (photo 4 of 7)



Bathroom: Floor tiles/floor coverings (photo 5 of 7)



Bathroom: Floor tiles/floor coverings (photo 6 of 7)



Bathroom: Floor tiles/floor coverings (photo 7 of 7)



Bathroom: Doors/doorway frames (photo 1 of 16)



Bathroom: Doors/doorway frames (photo 2 of 16)



Bathroom: Doors/doorway frames (photo 3 of 16)



Bathroom: Doors/doorway frames (photo 4 of 16)



Bathroom: Doors/doorway frames (photo 5 of 16)



Bathroom: Doors/doorway frames (photo 6 of 16)



Bathroom: Doors/doorway frames (photo 7 of 16)



Bathroom: Doors/doorway frames (photo 8 of 16)



Bathroom: Doors/doorway frames (photo 9 of 16)



Bathroom: Doors/doorway frames (photo 10 of 16)



Bathroom: Doors/doorway frames (photo 11 of 16)



Bathroom: Doors/doorway frames (photo 12 of 16)



Bathroom: Doors/doorway frames (photo 13 of 16)



Bathroom: Doors/doorway frames (photo 14 of 16)



Bathroom: Doors/doorway frames (photo 15 of 16)



Bathroom: Doors/doorway frames (photo 16 of 16)



Bathroom: Windows/screens/window safety devices (photo 1 of 3)



Bathroom: Windows/screens/window safety devices (photo 2 of 3)



Bathroom: Windows/screens/window safety devices (photo 3 of 3)



Bathroom: Ceiling/light fittings (photo 1 of 6)



Bathroom: Ceiling/light fittings (photo 2 of 6)



Bathroom: Ceiling/light fittings (photo 3 of 6)



Bathroom: Ceiling/light fittings (photo 4 of 6)



Bathroom: Ceiling/light fittings (photo 5 of 6)



Bathroom: Ceiling/light fittings (photo 6 of 6)



Bathroom: Lights/power points (photo 1 of 3)



Bathroom: Lights/power points (photo 2 of 3)



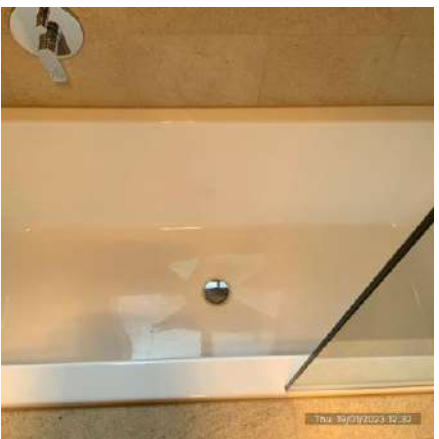
Bathroom: Lights/power points (photo 3 of 3)



Bathroom: Bath/taps (photo 1 of 5)



Bathroom: Bath/taps (photo 2 of 5)



Bathroom: Bath/taps (photo 3 of 5)



Bathroom: Bath/taps (photo 4 of 5)



Bathroom: Bath/taps (photo 5 of 5)



Bathroom: Shower/screen/taps (photo 1 of 5)



Bathroom: Shower/screen/taps (photo 2 of 5)



Bathroom: Shower/screen/taps (photo 3 of 5)



Bathroom: Shower/screen/taps (photo 4 of 5)



Bathroom: Shower/screen/taps (photo 5 of 5)



Bathroom: Wash basin/taps (photo 1 of 2)



Bathroom: Wash basin/taps (photo 2 of 2)



Bathroom: Mirror/cabinet/vanity (photo 1 of 8)



Bathroom: Mirror/cabinet/vanity (photo 2 of 8)



Bathroom: Mirror/cabinet/vanity (photo 3 of 8)



Bathroom: Mirror/cabinet/vanity (photo 4 of 8)



Bathroom: Mirror/cabinet/vanity (photo 5 of 8)



Bathroom: Mirror/cabinet/vanity (photo 6 of 8)



Bathroom: Mirror/cabinet/vanity (photo 7 of 8)



Bathroom: Mirror/cabinet/vanity (photo 8 of 8)



Bathroom: Towel rails (photo 1 of 3)



Bathroom: Towel rails (photo 2 of 3)



Bathroom: Towel rails (photo 3 of 3)



Bathroom: Heating/exhaust fan/vent



Bathroom #2: Walls/tiles (photo 1 of 15)



Bathroom #2: Walls/tiles (photo 2 of 15)



Bathroom #2: Walls/tiles (photo 3 of 15)



Bathroom #2: Walls/tiles (photo 4 of 15)



Bathroom #2: Walls/tiles (photo 5 of 15)



Bathroom #2: Walls/tiles (photo 6 of 15)



Bathroom #2: Walls/tiles (photo 7 of 15)



Bathroom #2: Walls/tiles (photo 8 of 15)



Bathroom #2: Walls/tiles (photo 9 of 15)



Bathroom #2: Walls/tiles (photo 10 of 15)



Bathroom #2: Walls/tiles (photo 11 of 15)



Bathroom #2: Walls/tiles (photo 12 of 15)



Bathroom #2: Walls/tiles (photo 13 of 15)



Bathroom #2: Walls/tiles (photo 14 of 15)



Bathroom #2: Walls/tiles (photo 15 of 15)



Bathroom #2: Floor tiles/floor coverings (photo 1 of 3)



Bathroom #2: Floor tiles/floor coverings (photo 2 of 3)



Bathroom #2: Floor tiles/floor coverings (photo 3 of 3)



Bathroom #2: Doors/doorway frames (photo 1 of 13)



Bathroom #2: Doors/doorway frames (photo 2 of 13)



Bathroom #2: Doors/doorway frames (photo 3 of 13)



Bathroom #2: Doors/doorway frames (photo 4 of 13)



Bathroom #2: Doors/doorway frames (photo 5 of 13)



Bathroom #2: Doors/doorway frames (photo 6 of 13)



Bathroom #2: Doors/doorway frames (photo 7 of 13)



Bathroom #2: Doors/doorway frames (photo 8 of 13)



Bathroom #2: Doors/doorway frames (photo 9 of 13)



Bathroom #2: Doors/doorway frames (photo 10 of 13)



Bathroom #2: Doors/doorway frames (photo 11 of 13)



Bathroom #2: Doors/doorway frames (photo 12 of 13)



Bathroom #2: Doors/doorway frames (photo 13 of 13)



Bathroom #2: Windows/screens/window safety devices (photo 1 of 4)



Bathroom #2: Windows/screens/window safety devices (photo 2 of 4)



Bathroom #2: Windows/screens/window safety devices (photo 3 of 4)



Bathroom #2: Windows/screens/window safety devices (photo 4 of 4)



Bathroom #2: Ceiling/light fittings (photo 1 of 2)



Bathroom #2: Ceiling/light fittings (photo 2 of 2)



Bathroom #2: Lights/power points (photo 1 of 2)



Bathroom #2: Lights/power points (photo 2 of 2)



Bathroom #2: Toilet/cistern/seat (photo 1 of 4)



Bathroom #2: Toilet/cistern/seat (photo 2 of 4)



Bathroom #2: Toilet/cistern/seat (photo 3 of 4)



Bathroom #2: Toilet/cistern/seat (photo 4 of 4)



Bathroom #2: Toilet roll holder



Laundry: Walls/tiles (photo 1 of 10)



Laundry: Walls/tiles (photo 2 of 10)



Laundry: Walls/tiles (photo 3 of 10)



Laundry: Walls/tiles (photo 4 of 10)



Laundry: Walls/tiles (photo 5 of 10)



Laundry: Walls/tiles (photo 6 of 10)



Laundry: Walls/tiles (photo 7 of 10)



Laundry: Walls/tiles (photo 8 of 10)



Laundry: Walls/tiles (photo 9 of 10)



Laundry: Walls/tiles (photo 10 of 10)



Laundry: Floor tiles/floor coverings (photo 1 of 4)



Laundry: Floor tiles/floor coverings (photo 2 of 4)



Laundry: Floor tiles/floor coverings (photo 3 of 4)



Laundry: Floor tiles/floor coverings (photo 4 of 4)



Laundry: Windows/screens/window safety devices



Laundry: Ceiling/light fittings (photo 1 of 4)



Laundry: Ceiling/light fittings (photo 2 of 4)



Laundry: Ceiling/light fittings (photo 3 of 4)



Laundry: Ceiling/light fittings (photo 4 of 4)



Laundry: Lights/power points (photo 1 of 4)



Laundry: Lights/power points (photo 2 of 4)



Laundry: Lights/power points (photo 3 of 4)



Laundry: Lights/power points (photo 4 of 4)



Laundry: Washing machine/taps



Laundry: Washing tub (photo 1 of 5)



Laundry: Washing tub (photo 2 of 5)



Laundry: Washing tub (photo 3 of 5)



Laundry: Washing tub (photo 4 of 5)



Laundry: Washing tub (photo 5 of 5)



Laundry: Other (photo 1 of 3)



Laundry: Other (photo 2 of 3)



Laundry: Other (photo 3 of 3)



Security/Safety: Smoke alarms



General: Staircase/handrails (photo 1 of 10)



General: Staircase/handrails (photo 2 of 10)



General: Staircase/handrails (photo 3 of 10)



General: Staircase/handrails (photo 4 of 10)



General: Staircase/handrails (photo 5 of 10)



General: Staircase/handrails (photo 6 of 10)



General: Staircase/handrails (photo 7 of 10)



General: Staircase/handrails (photo 8 of 10)



General: Staircase/handrails (photo 9 of 10)



General: Staircase/handrails (photo 10 of 10)



General: Balcony/porch/deck (photo 1 of 9)



General: Balcony/porch/deck (photo 2 of 9)



General: Balcony/porch/deck (photo 3 of 9)



General: Balcony/porch/deck (photo 4 of 9)



General: Balcony/porch/deck (photo 5 of 9)



General: Balcony/porch/deck (photo 6 of 9)



General: Balcony/porch/deck (photo 7 of 9)



General: Balcony/porch/deck (photo 8 of 9)



General: Balcony/porch/deck (photo 9 of 9)



General: Gates/fences (photo 1 of 8)



General: Gates/fences (photo 2 of 8)



General: Gates/fences (photo 3 of 8)



General: Gates/fences (photo 4 of 8)



General: Gates/fences (photo 5 of 8)



General: Gates/fences (photo 6 of 8)



General: Gates/fences (photo 7 of 8)



General: Gates/fences (photo 8 of 8)



General: Grounds/garden (photo 1 of 43)



General: Grounds/garden (photo 2 of 43)



General: Grounds/garden (photo 3 of 43)



General: Grounds/garden (photo 4 of 43)



General: Grounds/garden (photo 5 of 43)



General: Grounds/garden (photo 6 of 43)



General: Grounds/garden (photo 7 of 43)



General: Grounds/garden (photo 8 of 43)



General: Grounds/garden (photo 9 of 43)



General: Grounds/garden (photo 10 of 43)



General: Grounds/garden (photo 11 of 43)



General: Grounds/garden (photo 12 of 43)



General: Grounds/garden (photo 13 of 43)



General: Grounds/garden (photo 14 of 43)



General: Grounds/garden (photo 15 of 43)



General: Grounds/garden (photo 16 of 43)



General: Grounds/garden (photo 17 of 43)



General: Grounds/garden (photo 18 of 43)



General: Grounds/garden (photo 19 of 43)



General: Grounds/garden (photo 20 of 43)



General: Grounds/garden (photo 21 of 43)



General: Grounds/garden (photo 22 of 43)



General: Grounds/garden (photo 23 of 43)



General: Grounds/garden (photo 24 of 43)



General: Grounds/garden (photo 25 of 43)



General: Grounds/garden (photo 26 of 43)



General: Grounds/garden (photo 27 of 43)



General: Grounds/garden (photo 28 of 43)



General: Grounds/garden (photo 29 of 43)



General: Grounds/garden (photo 30 of 43)



General: Grounds/garden (photo 31 of 43)



General: Grounds/garden (photo 32 of 43)



General: Grounds/garden (photo 33 of 43)



General: Grounds/garden (photo 34 of 43)



General: Grounds/garden (photo 35 of 43)



General: Grounds/garden (photo 36 of 43)



General: Grounds/garden (photo 37 of 43)



General: Grounds/garden (photo 38 of 43)



General: Grounds/garden (photo 39 of 43)



General: Grounds/garden (photo 40 of 43)



General: Grounds/garden (photo 41 of 43)



General: Grounds/garden (photo 42 of 43)



General: Grounds/garden (photo 43 of 43)



General: garden hose/fitings (photo 1 of 2)



General: garden hose/fitings (photo 2 of 2)



General: Letter box/street number (photo 1 of 2)



General: Letter box/street number (photo 2 of 2)



General: Garbage bins (photo 1 of 2)



General: Garbage bins (photo 2 of 2)



General: Paving/driveways (photo 1 of 6)



General: Paving/driveways (photo 2 of 6)



General: Paving/driveways (photo 3 of 6)



General: Paving/driveways (photo 4 of 6)



General: Paving/driveways (photo 5 of 6)



General: Paving/driveways (photo 6 of 6)



General: Clothes line (photo 1 of 2)



General: Clothes line (photo 2 of 2)



General: Garage/car port/storeroom (photo 1 of 29)



General: Garage/car port/storeroom (photo 2 of 29)



General: Garage/car port/storeroom (photo 3 of 29)



General: Garage/car port/storeroom (photo 4 of 29)



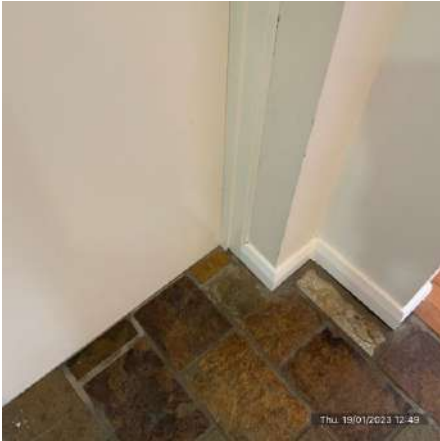
General: Garage/car port/storeroom (photo 5 of 29)



General: Garage/car port/storeroom (photo 6 of 29)



General: Garage/car port/storeroom (photo 7 of 29)



General: Garage/car port/storeroom (photo 8 of 29)



General: Garage/car port/storeroom (photo 9 of 29)



General: Garage/car port/storeroom (photo 10 of 29)



General: Garage/car port/storeroom (photo 11 of 29)



General: Garage/car port/storeroom (photo 12 of 29)



General: Garage/car port/storeroom (photo 13 of 29)



General: Garage/car port/storeroom (photo 14 of 29)



General: Garage/car port/storeroom (photo 15 of 29)



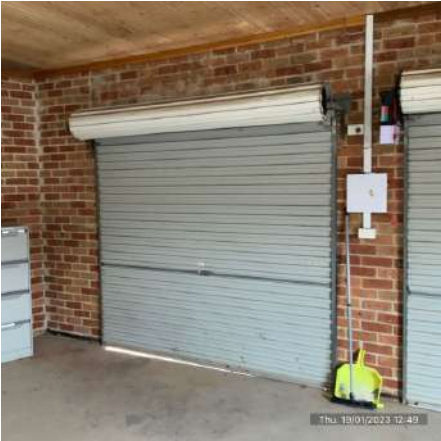
General: Garage/car port/storeroom (photo 16 of 29)



General: Garage/car port/storeroom (photo 17 of 29)



General: Garage/car port/storeroom (photo 18 of 29)



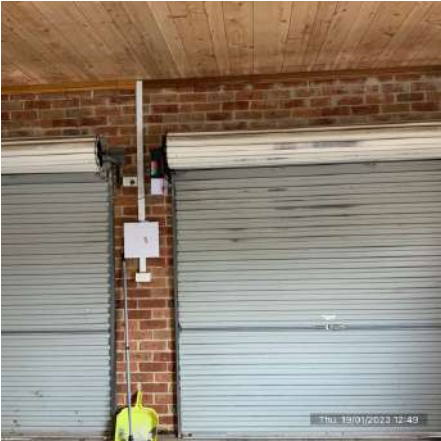
General: Garage/car port/storeroom (photo 19 of 29)



General: Garage/car port/storeroom (photo 20 of 29)



General: Garage/car port/storeroom (photo 21 of 29)



General: Garage/car port/storeroom (photo 22 of 29)



General: Garage/car port/storeroom (photo 23 of 29)



General: Garage/car port/storeroom (photo 24 of 29)



General: Garage/car port/storeroom (photo 25 of 29)



General: Garage/car port/storeroom (photo 26 of 29)



General: Garage/car port/storeroom (photo 27 of 29)



General: Garage/car port/storeroom (photo 28 of 29)



General: Garage/car port/storeroom (photo 29 of 29)



General: Hot water system (photo 1 of 4)



General: Hot water system (photo 2 of 4)



General: Hot water system (photo 3 of 4)



General: Hot water system (photo 4 of 4)



General: Other (photo 1 of 5)



General: Other (photo 2 of 5)



General: Other (photo 3 of 5)



General: Other (photo 4 of 5)



General: Other (photo 5 of 5)



General: Water meter (photo 1 of 2)



General: Water meter (photo 2 of 2)



MINIMUM STANDARD

The landlord must indicate whether the following apply to the premises:

1. Are the premises structurally sound? ☒ Yes ☐ No

Note. Premises are structurally sound if the

- floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings are
- (i) in a reasonable state of repair, and
- (ii) are not liable to collapse because they are rotted or otherwise defective, and
- floors, ceiling, walls and supporting structures are not subject to significant dampness, and
- roof, ceilings and windows do not allow water penetration into the premises.

2. Does the premises have adequate:

- a) Natural or artificial lighting in each room (excluding storage rooms or garages)? ☒ Yes ☐ No
- b) Ventilation? ☒ Yes ☐ No
- c) Electricity outlet sockets or gas outlet sockets for the supply of lighting and heating premises, and for the use of appliances in the premises? ☒ Yes ☐ No
- d) Plumbing and drainage? ☒ Yes ☐ No

Utilities

3. Are the premises:

- a) Supplied with electricity? ☒ Yes ☐ No
- b) Supplied with gas? ☒ Yes ☐ No
- c) 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? ☒ Yes ☐ No

4. Does the premises contain bathroom facilities, including toilet and washing facilities that allow privacy for the user? ☒ Yes ☐ No

5. Does the tenant agree with all of the above? ☒ Yes ☐ No

If no, specify which items:

HEALTH ISSUES

The landlord must indicate whether the following apply to the premises:

- a) Are there any signs of mould and dampness? ☐ Yes ☒ No
- b) Are there any pests and vermin? ☐ Yes ☒ No
- c) Has any rubbish been left on the premises? ☐ Yes ☒ No
- d) Are the premises listed on the Loose-Fill Asbestos Insulation Register? ☐ Yes ☒ No

SMOKE ALARMS

The landlord must indicate the following:

1. Have smoke alarms been installed in the residential premises in accordance with the Environmental Planning and Assessment Act 1979(including any regulations made under the Act)? ☒ Yes ☐ No
2. Have all the smoke alarms installed on the residential premises been checked and found to be in working order? ☒ Yes ☐ No

Date last checked:

3. Have the removable batteries in all the smoke alarms been replaced within the last 12 months, except for removable lithium batteries? ☒ Yes ☐ No
☐ N/A

Date batteries were last changed:

4. Have the batteries in all the smoke alarms that have a removable lithium battery been replaced in the period specified by the manufacturer of the smoke alarm? ☐ Yes ☐ No
☒ N/A

Date batteries were last changed:

Note. Section 64A of the Residential Tenancies Act 2010 provides that repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

OTHER SAFETY ISSUES

The landlord must indicate whether the following apply to the residential premises:

1. Are there any visible signs of damaged appliances(if appliances are included as part of the tenancy)? ☐ Yes ☒ No
2. Are there any visible hazards relating to electricity(e.g. a loose or damaged electricity outlets socket, loose wiring or sparking power points)? ☐ Yes ☒ No
3. Are there any visible hazards relating to gas(e.g. a loose or damaged gas outlet socket or an open-ended gas pipe or valve)? ☐ Yes ☒ No
4. Does the tenant agree with all of the above? ☒ Yes ☐ No

If no, specify which item:

COMMUNICATION FACILITIES

The landlord must indicate whether the following facilities are available:

- a) a telephone line is connected to the residential premises ☒ Yes ☐ No
- b) an internet line is connected to the residential premises ☒ Yes ☐ No

WATER USAGE CHARGING AND EFFICIENCY DEVICES

[only applicable if tenant pays water usage charges for the residential premises]

1. Are the residential premises separately metered? ☒ Yes ☐ No
2. The landlord must indicate the following:
- a) all showerheads have a maximum flow rate of 9 litres per minute ☒ Yes ☐ No

- b) on and from 23 March 2025, all toilets are dual flush toilets with a minimum 3 star rating in accordance with the WELS scheme, ☒ Yes ☐ No ☐ N/A
- c) all internal cold water taps and single mixer taps in kitchen or bathroom hand basins have a maximum flow rate of 9 litres per minute ☒ Yes ☐ No
- d) the premises have been checked and any leaking taps or toilets on the residential premises have been fixed ☒ Yes ☐ No

Date the premises were last checked to see if it is compliant with the water efficiency measures:

Wednesday 19/10/2022

Water meter reading at START of tenancy: lph Date of reading:

Water meter reading at END of tenancy: lph Date of reading:

ADDITIONAL COMMENTS / INFORMATION

Additional comments on minimum standards, health issues, smoke alarms, other safety issues, communication facilities, water usage charging and efficiency devices [may be added by landlord or tenant, or both]

Tenant Comments:

The only comment would be the amount of items left behind the the past tenant.
A lot of these are random/personal items that were left there which we with to have removed.
Otherwise, everything else is good and we're happy.

Approximate dates when work last done on residential premises

Installation of water efficiency measures:

Painting of premises (external):

Painting of premises (internal):

Flooring laid/replaced/cleaned:

Landlord's promise to undertake work: [Delete if not required] Note. Further items and comments may be added on additional pages signed by the landlord/agent and the tenant and attached to this report.

The landlord agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

Landlord agrees that the yard will be attending to before Wednesday 25th January and tenant to then maintain yard from then

The landlord agrees to complete that work by:

Wednesday
25/01/2023

Landlord/agent's signature:



Date:

Tenant initially reviewed at 19:50 Thursday 26/01/2023

Thursday 19/01/2023

Agent Signature at the START of the Tenancy

Print Name: Machaela Ridge

Signature:



Date: Thursday 19/01/2023

Tenant's Acknowledgement & Signature

I/we have received and read the Condition Report for the above property and understand that it must be returned within 7 days.

Main Tenant

Print Name: Kyle Mcleod

Signature:



Signing Device: Mac OS X 10.15.7 Mac Safari 16.1

Date:

19:53 Thursday
26/01/2023**Tenant 2**

Print Name: Tobi Skerra

Signature:



Signing Device: Mac OS X 10.15.7 Mac Safari 16.1

Date:

19:52 Thursday
26/01/2023**DISCLAIMER:**

This tenancy inspection report is a visual one carried out by us to assess the manner in which the tenant is maintaining your property. As your property manager, our role is to manage the tenancy; we are not qualified to assess the structural aspects of areas including but not limited to staircases, decking and balconies orto ensure that plumbing, electrical or gas fixtures or fittings, glass windows, doors and balustrades, smoke alarms, asbestos, swimming pool safety barriers (and associated fittings) comply and operate in accordance with applicable building/council codes and/or laws and regulations. The inspection does not include the moving of furniture, lifting of floor coverings, inspecting the interiors of roof spaces, under flooring, inside of cupboards, tenants goods or other belongings. It is recommended that all landlords have regular inspections carried out by suitably qualified, licensed and insured contractors and experts in the appropriate areas when necessary. It is also recommended that all landlords hold adequate insurance, including landlords insurance. To comply with legislation we also recommend landlords outsource the management of smoke alarms to reduce the risk and liability in case of a house fire.

Tenant Uploaded Photos (15 photos)

Entrance/Hall: Walls/picture hooks (photo 1 of 3)



Entrance/Hall: Walls/picture hooks (photo 2 of 3)



Entrance/Hall: Walls/picture hooks (photo 3 of 3)



Entrance/Hall: Ceiling/light fittings (photo 1 of 2)



Entrance/Hall: Ceiling/light fittings (photo 2 of 2)



Lounge Room: Doors/doorway frames



Kitchen: Exhaust fan/range hood



Bedroom 1: Built-in wardrobe/shelves



Bedroom 2: Walls/picture hooks (photo 1 of 3)



Bedroom 2: Walls/picture hooks (photo 2 of 3)



Bedroom 2: Walls/picture hooks (photo 3 of 3)



General: Garage/car port/storeroom (photo 1 of 3)



General: Garage/car port/storeroom (photo 2 of 3)



General: Garage/car port/storeroom (photo 3 of 3)



General: Other



Keys Supplied to Tenants

41 Emery Cres, Karabar, NSW 2620



Notes: 3 key 2 remotes

Tenant's Acknowledgement

1. I/we hereby agree that I/we have been supplied with the above keys/remote(s).
2. All keys/remote(s) must be returned to office upon vacating the premises and if we do not return any items a locksmith will be engaged at my/our cost.
3. Rent will be charged until all keys/remote(s) are returned to the office at the end of the tenancy.
4. Receipt of email containing link to paperless condition report to be completed electronically.
5. I understand that the email link to the paperless condition report will expire after 7 days.
6. Receipt of the tenancy agreement.

Name:
Print Name: Kyle Mcleod

Signature:

Kyle Mcleod
Signing Device: Android 12 Pixel 5 Chrome Mobile 109.0.0

Date: 15:05 Thursday
19/01/2023

Paperless Condition Report Audit Trail

Kyle Mcleod (Main Tenant)
Tobi Skerra (Tenant)

- Thu, 19/01/2023 15:00 - Invitation email sent to Kyle Mcleod
- Thu, 19/01/2023 15:00 - Invitation email **delivered**
- Thu, 19/01/2023 15:03 - Kyle Mcleod **viewed** Invitation email from (IP: 66.249.84.8)
- Thu, 19/01/2023 15:04 - Kyle Mcleod **clicked** Review & sign Key Form from (IP: 120.18.64.172)
- Thu, 19/01/2023 15:04 - Key Form 'start' button was **clicked** by Kyle Mcleod from (Android 12 Pixel 5 Chrome Mobile 109.0.0, IP: 120.18.64.172)
- Thu, 19/01/2023 15:05 - Kyle Mcleod **signed & submitted** the Key Form from (Android 12 Pixel 5 Chrome Mobile 109.0.0, IP: 120.18.64.172)
- Thu, 19/01/2023 15:05 - Kyle Mcleod **clicked** Review, amend & sign this condition report from (IP: 120.18.64.172)
- Thu, 19/01/2023 15:05 - Kyle Mcleod **clicked** 'start' button to view the Entry Condition Report from (Android 12 Pixel 5 Chrome Mobile 109.0.0, IP: 120.18.64.172)
- Mon, 23/01/2023 09:12 - Reminder Email sent to Kyle Mcleod
- Tue, 24/01/2023 17:01 - Kyle Mcleod **viewed** Invitation email from (IP: 66.249.84.2)
- Wed, 25/01/2023 09:13 - Reminder Email sent to Kyle Mcleod
- Wed, 25/01/2023 20:34 - Kyle Mcleod **clicked** 'start' button to view the Entry Condition Report from (Android 12 Pixel 5 Chrome Mobile 109.0.0, IP: 120.17.146.90)
- Thu, 26/01/2023 09:00 - Reminder Email sent to Kyle Mcleod
- Thu, 26/01/2023 18:18 - Kyle Mcleod **clicked** 'start' button to view the Entry Condition Report from (Mac OS X 10.15.7 Mac Safari 16.1, IP: 104.28.125.11)
- Thu, 26/01/2023 19:53 - Kyle Mcleod & Tobi Skerra **signed & submitted** the Paperless Condition Report from (Mac OS X 10.15.7 Mac Safari 16.1, IP: 146.75.190.38)

Lounge Room: Walls/picture hooks (photo 2 of 16)



Lounge Room: Walls/picture hooks (photo 3 of 16)



Lounge Room: Walls/picture hooks (photo 4 of 16)



Lounge Room: Walls/picture hooks (photo 5 of 16)



Lounge Room: Walls/picture hooks (photo 6 of 16)



Lounge Room: Walls/picture hooks (photo 7 of 16)



Lounge Room: Walls/picture hooks (photo 8 of 16)



Lounge Room: Walls/picture hooks (photo 9 of 16)



Lounge Room: Walls/picture hooks (photo 10 of 16)



Lounge Room: Walls/picture hooks (photo 11 of 16)



Lounge Room: Walls/picture hooks (photo 12 of 16)



Lounge Room: Walls/picture hooks (photo 13 of 16)



Lounge Room: Walls/picture hooks (photo 14 of 16)



Lounge Room: Walls/picture hooks (photo 15 of 16)



Lounge Room: Walls/picture hooks (photo 16 of 16)



Lounge Room: Doors/doorway frames (photo 1 of 6)



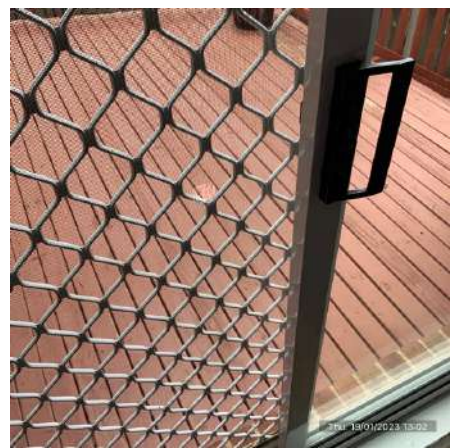
Lounge Room: Doors/doorway frames (photo 2 of 6)



Lounge Room: Doors/doorway frames (photo 3 of 6)



Lounge Room: Doors/doorway frames (photo 4 of 6)



Lounge Room: Doors/doorway frames (photo 5 of 6)



Lounge Room: Doors/doorway frames (photo 6 of 6)



Lounge Room: Ceiling/light fittings (photo 1 of 7)



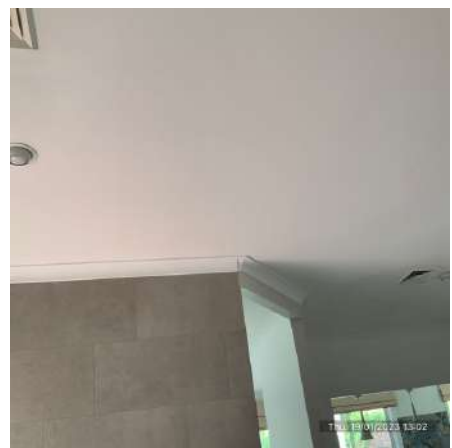
Lounge Room: Ceiling/light fittings (photo 2 of 7)



Lounge Room: Ceiling/light fittings (photo 3 of 7)



Lounge Room: Ceiling/light fittings (photo 4 of 7)



Lounge Room: Ceiling/light fittings (photo 5 of 7)



Lounge Room: Ceiling/light fittings (photo 6 of 7)



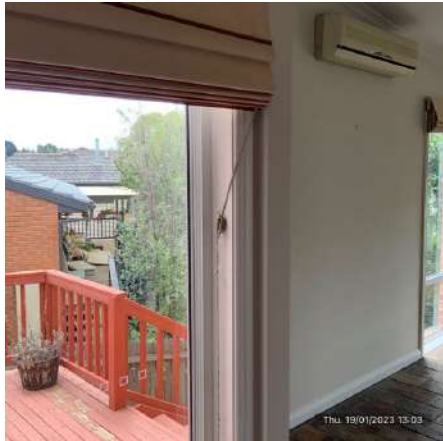
Lounge Room: Ceiling/light fittings (photo 7 of 7)



Lounge Room: Blinds/curtains (photo 1 of 5)



Lounge Room: Blinds/curtains (photo 2 of 5)



Lounge Room: Blinds/curtains (photo 3 of 5)



Lounge Room: Blinds/curtains (photo 4 of 5)



Lounge Room: Blinds/curtains (photo 5 of 5)



Lounge Room: Lights/power points (photo 1 of 10)



Lounge Room: Lights/power points (photo 2 of 10)



Lounge Room: Lights/power points (photo 3 of 10)



Lounge Room: Lights/power points (photo 4 of 10)



Lounge Room: Lights/power points (photo 5 of 10)



Lounge Room: Lights/power points (photo 6 of 10)



Lounge Room: Lights/power points (photo 7 of 10)



Lounge Room: Lights/power points (photo 8 of 10)



Lounge Room: Lights/power points (photo 9 of 10)



Lounge Room: Lights/power points (photo 10 of 10)



Lounge Room: Skirting boards (photo 1 of 16)



Lounge Room: Skirting boards (photo 2 of 16)



Lounge Room: Skirting boards (photo 3 of 16)



Lounge Room: Skirting boards (photo 4 of 16)



Lounge Room: Skirting boards (photo 5 of 16)



Lounge Room: Skirting boards (photo 6 of 16)



Lounge Room: Skirting boards (photo 7 of 16)



Lounge Room: Skirting boards (photo 8 of 16)



Lounge Room: Skirting boards (photo 9 of 16)



Lounge Room: Skirting boards (photo 10 of 16)



Lounge Room: Skirting boards (photo 11 of 16)



Lounge Room: Skirting boards (photo 12 of 16)



Lounge Room: Skirting boards (photo 13 of 16)



Lounge Room: Skirting boards (photo 14 of 16)



Lounge Room: Skirting boards (photo 15 of 16)



Lounge Room: Skirting boards (photo 16 of 16)



Lounge Room: Floor coverings (photo 1 of 10)



Lounge Room: Floor coverings (photo 2 of 10)



Lounge Room: Floor coverings (photo 3 of 10)



Lounge Room: Floor coverings (photo 4 of 10)



Lounge Room: Floor coverings (photo 5 of 10)



Lounge Room: Floor coverings (photo 6 of 10)



Lounge Room: Floor coverings (photo 7 of 10)



Lounge Room: Floor coverings (photo 8 of 10)



Lounge Room: Floor coverings (photo 9 of 10)



Lounge Room: Floor coverings (photo 10 of 10)



Lounge Room: Other (photo 1 of 7)



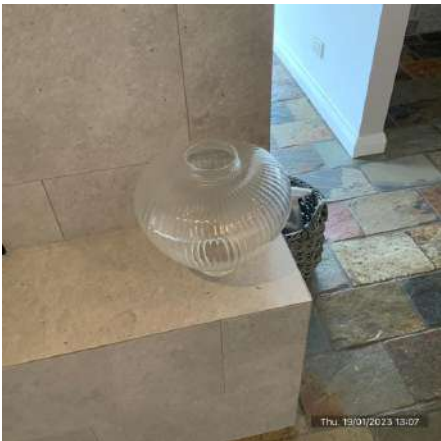
Lounge Room: Other (photo 2 of 7)



Lounge Room: Other (photo 3 of 7)



Lounge Room: Other (photo 4 of 7)



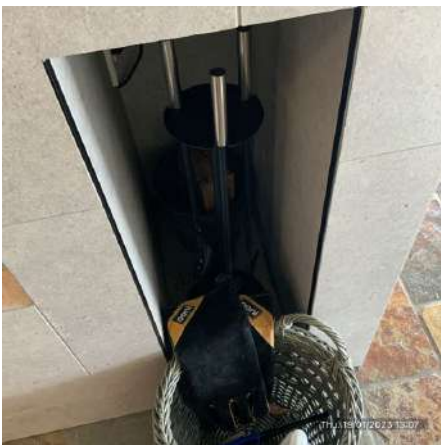
Lounge Room: Other (photo 5 of 7)



Lounge Room: Other (photo 6 of 7)



Lounge Room: Other (photo 7 of 7)



Dining Room: Walls/picture hooks (photo 1 of 12)



Dining Room: Walls/picture hooks (photo 2 of 12)



Dining Room: Walls/picture hooks (photo 3 of 12)



Dining Room: Walls/picture hooks (photo 4 of 12)



Dining Room: Walls/picture hooks (photo 5 of 12)



Dining Room: Walls/picture hooks (photo 6 of 12)



Dining Room: Walls/picture hooks (photo 7 of 12)



Dining Room: Walls/picture hooks (photo 8 of 12)



Dining Room: Walls/picture hooks (photo 9 of 12)



Dining Room: Walls/picture hooks (photo 10 of 12)



Dining Room: Walls/picture hooks (photo 11 of 12)



Dining Room: Walls/picture hooks (photo 12 of 12)



Dining Room: Doors/doorway frames (photo 1 of 6)



Dining Room: Doors/doorway frames (photo 2 of 6)



Dining Room: Doors/doorway frames (photo 3 of 6)



Dining Room: Doors/doorway frames (photo 4 of 6)



Dining Room: Doors/doorway frames (photo 5 of 6)



Dining Room: Doors/doorway frames (photo 6 of 6)



Dining Room: Windows/screens/window safety devices (photo 1 of 9)



Dining Room: Windows/screens/window safety devices (photo 2 of 9)



Dining Room: Windows/screens/window safety devices (photo 3 of 9)



Dining Room: Windows/screens/window safety devices (photo 4 of 9)



Dining Room: Windows/screens/window safety devices (photo 5 of 9)



Dining Room: Windows/screens/window safety devices (photo 6 of 9)



Dining Room: Windows/screens/window safety devices (photo 7 of 9)



Dining Room: Windows/screens/window safety devices (photo 8 of 9)



Dining Room: Windows/screens/window safety devices (photo 9 of 9)



Dining Room: Ceiling/light fittings (photo 1 of 6)



Dining Room: Ceiling/light fittings (photo 2 of 6)



Dining Room: Ceiling/light fittings (photo 3 of 6)



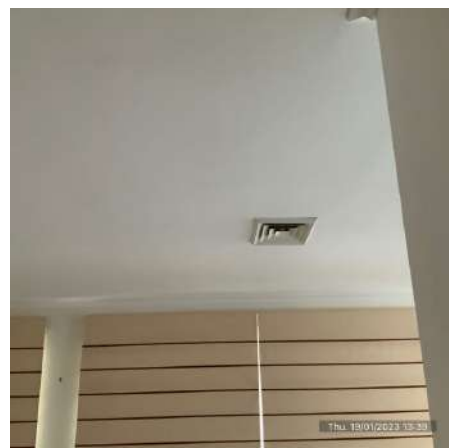
Dining Room: Ceiling/light fittings (photo 4 of 6)



Dining Room: Ceiling/light fittings (photo 5 of 6)



Dining Room: Ceiling/light fittings (photo 6 of 6)



Dining Room: Blinds/curtains (photo 1 of 4)



Dining Room: Blinds/curtains (photo 2 of 4)



Dining Room: Blinds/curtains (photo 3 of 4)



Dining Room: Blinds/curtains (photo 4 of 4)



Dining Room: Lights/power points (photo 1 of 10)



Dining Room: Lights/power points (photo 2 of 10)



Dining Room: Lights/power points (photo 3 of 10)



Dining Room: Lights/power points (photo 4 of 10)



Dining Room: Lights/power points (photo 5 of 10)



Dining Room: Lights/power points (photo 6 of 10)



Dining Room: Lights/power points (photo 7 of 10)



Dining Room: Lights/power points (photo 8 of 10)



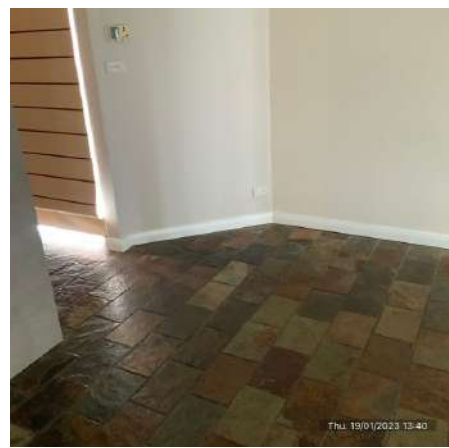
Dining Room: Lights/power points (photo 9 of 10)



Dining Room: Lights/power points (photo 10 of 10)



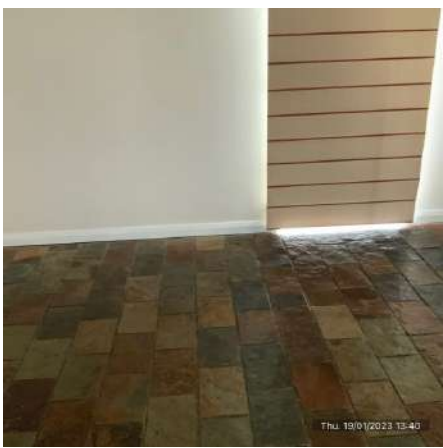
Dining Room: Skirting boards (photo 1 of 8)



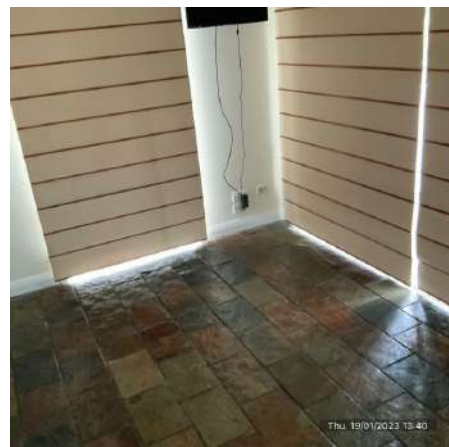
Dining Room: Skirting boards (photo 2 of 8)



Dining Room: Skirting boards (photo 3 of 8)



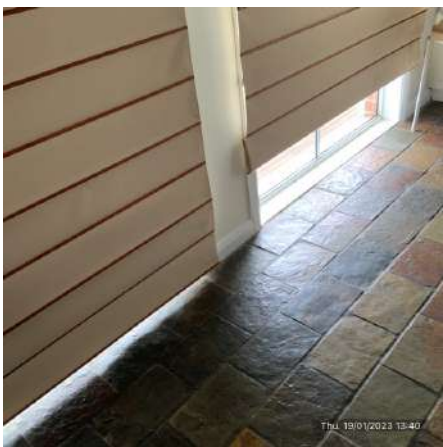
Dining Room: Skirting boards (photo 4 of 8)



Dining Room: Skirting boards (photo 5 of 8)



Dining Room: Skirting boards (photo 6 of 8)



Dining Room: Skirting boards (photo 7 of 8)



Dining Room: Skirting boards (photo 8 of 8)



Dining Room: Floor coverings (photo 1 of 7)



Dining Room: Floor coverings (photo 2 of 7)



Dining Room: Floor coverings (photo 3 of 7)



Dining Room: Floor coverings (photo 4 of 7)



Dining Room: Floor coverings (photo 5 of 7)



Dining Room: Floor coverings (photo 6 of 7)



Dining Room: Floor coverings (photo 7 of 7)



Dining Room: Other (photo 1 of 6)



Dining Room: Other (photo 2 of 6)



Dining Room: Other (photo 3 of 6)



Dining Room: Other (photo 4 of 6)



Dining Room: Other (photo 5 of 6)



Dining Room: Other (photo 6 of 6)



Kitchen: Walls/picture hooks (photo 1 of 10)



Kitchen: Walls/picture hooks (photo 2 of 10)



Kitchen: Walls/picture hooks (photo 3 of 10)



Kitchen: Walls/picture hooks (photo 4 of 10)



Kitchen: Walls/picture hooks (photo 5 of 10)



Kitchen: Walls/picture hooks (photo 6 of 10)



Kitchen: Walls/picture hooks (photo 7 of 10)



Kitchen: Walls/picture hooks (photo 8 of 10)



Kitchen: Walls/picture hooks (photo 9 of 10)



Kitchen: Walls/picture hooks (photo 10 of 10)



Kitchen: Windows/screens/window safety devices



Kitchen: Ceiling/light fittings (photo 1 of 4)



Kitchen: Ceiling/light fittings (photo 2 of 4)



Kitchen: Ceiling/light fittings (photo 3 of 4)



Kitchen: Ceiling/light fittings (photo 4 of 4)



Kitchen: Blinds/curtains (photo 1 of 2)



Kitchen: Blinds/curtains (photo 2 of 2)



Kitchen: Lights/power points (photo 1 of 4)



Kitchen: Lights/power points (photo 2 of 4)



Kitchen: Lights/power points (photo 3 of 4)



Kitchen: Lights/power points (photo 4 of 4)



Kitchen: Skirting boards (photo 1 of 6)



Kitchen: Skirting boards (photo 2 of 6)



Kitchen: Skirting boards (photo 3 of 6)



Kitchen: Skirting boards (photo 4 of 6)



Kitchen: Skirting boards (photo 5 of 6)



Kitchen: Skirting boards (photo 6 of 6)



Kitchen: Floor coverings (photo 1 of 4)



Kitchen: Floor coverings (photo 2 of 4)



Kitchen: Floor coverings (photo 3 of 4)



Kitchen: Floor coverings (photo 4 of 4)



Kitchen: Cupboards/drawers (photo 1 of 34)



Kitchen: Cupboards/drawers (photo 2 of 34)



Kitchen: Cupboards/drawers (photo 3 of 34)



Kitchen: Cupboards/drawers (photo 4 of 34)



Kitchen: Cupboards/drawers (photo 5 of 34)



Kitchen: Cupboards/drawers (photo 6 of 34)



Kitchen: Cupboards/drawers (photo 7 of 34)



Kitchen: Cupboards/drawers (photo 8 of 34)



Kitchen: Cupboards/drawers (photo 9 of 34)



Kitchen: Cupboards/drawers (photo 10 of 34)



Kitchen: Cupboards/drawers (photo 11 of 34)



Kitchen: Cupboards/drawers (photo 12 of 34)



Kitchen: Cupboards/drawers (photo 13 of 34)



Kitchen: Cupboards/drawers (photo 14 of 34)



Kitchen: Cupboards/drawers (photo 15 of 34)



Kitchen: Cupboards/drawers (photo 16 of 34)



Kitchen: Cupboards/drawers (photo 17 of 34)



Kitchen: Cupboards/drawers (photo 18 of 34)



Kitchen: Cupboards/drawers (photo 19 of 34)



Kitchen: Cupboards/drawers (photo 20 of 34)



Kitchen: Cupboards/drawers (photo 21 of 34)



Kitchen: Cupboards/drawers (photo 22 of 34)



Kitchen: Cupboards/drawers (photo 23 of 34)



Kitchen: Cupboards/drawers (photo 24 of 34)



Kitchen: Cupboards/drawers (photo 25 of 34)



Kitchen: Cupboards/drawers (photo 26 of 34)



Kitchen: Cupboards/drawers (photo 27 of 34)



Kitchen: Cupboards/drawers (photo 28 of 34)



Kitchen: Cupboards/drawers (photo 29 of 34)



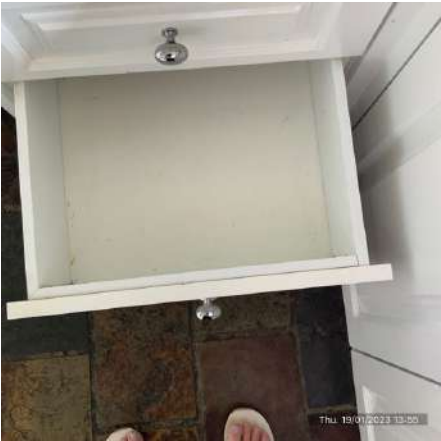
Kitchen: Cupboards/drawers (photo 30 of 34)



Kitchen: Cupboards/drawers (photo 31 of 34)



Kitchen: Cupboards/drawers (photo 32 of 34)



Kitchen: Cupboards/drawers (photo 33 of 34)



Kitchen: Cupboards/drawers (photo 34 of 34)



Kitchen: Bench tops/tiling (photo 1 of 16)



Kitchen: Bench tops/tiling (photo 2 of 16)



Kitchen: Bench tops/tiling (photo 3 of 16)



Kitchen: Bench tops/tiling (photo 4 of 16)



Kitchen: Bench tops/tiling (photo 5 of 16)



Kitchen: Bench tops/tiling (photo 6 of 16)



Kitchen: Bench tops/tiling (photo 7 of 16)



Kitchen: Bench tops/tiling (photo 8 of 16)



Kitchen: Bench tops/tiling (photo 9 of 16)



Kitchen: Bench tops/tiling (photo 10 of 16)



Kitchen: Bench tops/tiling (photo 11 of 16)



Kitchen: Bench tops/tiling (photo 12 of 16)



Kitchen: Bench tops/tiling (photo 13 of 16)



Kitchen: Bench tops/tiling (photo 14 of 16)



Kitchen: Bench tops/tiling (photo 15 of 16)



Kitchen: Bench tops/tiling (photo 16 of 16)



Kitchen: Sink/taps/disposal unit (photo 1 of 3)



Kitchen: Sink/taps/disposal unit (photo 2 of 3)



Kitchen: Sink/taps/disposal unit (photo 3 of 3)



Kitchen: Stove top/hot plates (photo 1 of 2)



Kitchen: Stove top/hot plates (photo 2 of 2)



Kitchen: Oven/griller (photo 1 of 4)



Kitchen: Oven/griller (photo 2 of 4)



Kitchen: Oven/griller (photo 3 of 4)



Kitchen: Oven/griller (photo 4 of 4)



Kitchen: Exhaust fan/range hood



Kitchen: Dishwasher (photo 1 of 3)



Kitchen: Dishwasher (photo 2 of 3)



Kitchen: Dishwasher (photo 3 of 3)



Kitchen: Other (photo 1 of 2)



Kitchen: Other (photo 2 of 2)



Bedroom 1: Walls/picture hooks (photo 1 of 13)



Bedroom 1: Walls/picture hooks (photo 2 of 13)



Bedroom 1: Walls/picture hooks (photo 3 of 13)



Bedroom 1: Walls/picture hooks (photo 4 of 13)



Bedroom 1: Walls/picture hooks (photo 5 of 13)



Bedroom 1: Walls/picture hooks (photo 6 of 13)



Bedroom 1: Walls/picture hooks (photo 7 of 13)



Bedroom 1: Walls/picture hooks (photo 8 of 13)



Bedroom 1: Walls/picture hooks (photo 9 of 13)



Bedroom 1: Walls/picture hooks (photo 10 of 13)



Bedroom 1: Walls/picture hooks (photo 11 of 13)



Bedroom 1: Walls/picture hooks (photo 12 of 13)



Bedroom 1: Walls/picture hooks (photo 13 of 13)



Bedroom 1: Built-in wardrobe/shelves (photo 1 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 2 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 3 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 4 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 5 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 6 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 7 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 8 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 9 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 10 of 14)



Bedroom 1: Built-in wardrobe/shelves (photo 11 of 14)



SPECIAL CONDITIONS

1. Notice to complete

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

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

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

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

5. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this

contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchaser's 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

The property has smoke alarms installed.

7. Swimming pool

The property does not have a swimming pool.

8. Deposit bond

- (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.

9. Electronic settlement

- (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.

10. Adjustment of rates

Clauses 14.1 and 14.2 are varied insofar as the Vendor will not be required to make an adjustment of water rates unless the Purchaser, prior to completion tenders a Section 603 certificate including a special water meter reading.

11. Requisitions

In recognition of the Purchaser's agreement not to make any requisitions as to Title, the Vendor warrants that, except as disclosed in this Contract, at the Contract date:

- (a) the Vendor has capacity to enter into and observe the terms of this Contract;
- (b) there is no current litigation by any persons affecting the land;
- (c) there is no Court Order which affects the Vendor or the Land; and
- (d) the Vendor will be, or will be entitled to be, the registered owner of the Land on Completion.

12. Keys

On completion, the vendor will supply all keys, remotes, FOBS or Swipe Passes held in the vendors' possession or control that exist at the date of this Contract for Sale in respect of the property. The purchases will make no objection, requisition, or claim for compensation, or delay Completion in relation to any keys, remotes, FOBS or Swipe Passes provided or not provided by the vendor for the property.



FOLIO: 219/776663

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/9/2023	2:15 PM	10	4/11/2022

LAND

LOT 219 IN DEPOSITED PLAN 776663

AT QUEANBEYAN

LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL

PARISH OF QUEANBEYAN COUNTY OF MURRAY

TITLE DIAGRAM DP776663

FIRST SCHEDULE

TEODORA MITKOVA GORANOVA

NIKOLAY NIKOLAEV GORANOV

AS JOINT TENANTS

(T AK866493)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP771021 RESTRICTION(S) ON THE USE OF LAND
- 3 DP776663 RESTRICTION(S) ON THE USE OF LAND
- 4 G395345 EASEMENT FOR TRANSMISSION LINE 45.72 WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
2099960 EASEMENT NOW VESTED IN NEW SOUTH WALES
ELECTRICITY TRANSMISSION AUTHORITY
AK3357 EASEMENT NOW VESTED IN ESSENTIAL ENERGY
- 5 DP776663 EASEMENT TO DRAIN WATER AND SEWAGE 3 WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP776663 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AS607105 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

[illegible]

[illegible]

When Drawing only to appear in this space

(a) LATWA - N 34.142
COVENANT - S+40780

(b) LATWA - N 197099

(c) LATWA - N 652695

LOT 206
POSITIVE REFERENCE

Queanbeyan River

TRANSMISSION LINE
WIDE WIDE PH. CABLES

EASEMENT

206
30.30 ha
(BY DEED)
(72.93 aca)

LOT 206
POSITIVE REFERENCE

Queanbeyan River

TRANSMISSION LINE
WIDE WIDE PH. CABLES

EASEMENT

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(BY DEED)
(72.93 aca)

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WIDE WIDE PH. CABLES

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(BY DEED)
(72.93 aca)

LOT 206
POSITIVE REFERENCE

Queanbeyan River

TRANSMISSION LINE
WIDE WIDE PH. CABLES

EASEMENT

206
30.30 ha
(BY DEED)
(72.93 aca)

FORM 21

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1999

Sheet 1 of 2 sheets

Plan: DP776663 Subdivision covered by Council Clerk's Certificate number 19/1988 and dated 18th June, 1988

Lengths are in metres

PART 1

Full name and address of Proprietor of Land:

COLUMBIA DEVELOPMENTS PTY. LIMITED, FAIRLANE CAMBERRA PTY. LIMITED and DERWENT DEVELOPMENTS PTY. LIMITED 315 of Hardwicke, Whingham & Driver Pty. Level 2, 97 Northbourne Avenue, Turner in the Australian Capital Territory

1. Identity of easement or restriction firstly referred to in above-mentioned plan.

Easement to drain water and sewage 3 wide

Schedule of Lots etc. Affected

Lots Burdened

210, 211, 214, 215, 217, 218, 219

Lots or Authority Benefited

The Queanbeyan City Council

2. Identity of easement or restriction secondly referred to in above-mentioned plan.

Easement to drain water & sewage variable width

Schedule of Lots etc. Affected

Lots Burdened

205, 207, 208, 209, 214, 215, 216

Lots or Authority Benefited

The Queanbeyan City Council

3. Identity of easement or restriction thirdly referred to in above-mentioned plan.

Easement to drain water 2 wide

Schedule of Lots etc. Affected

Lots Burdened

212

Lots or Authority Benefited

The Queanbeyan City Council

4. Identity of easement or restriction fourthly referred to in above-mentioned plan.

Easement to drain water variable width

Schedule of Lots etc. Affected

Lots Burdened

214, 217, 218, 219

Lots or Authority Benefited

The Queanbeyan City Council

ERICH FRANZ DOEBERL - ATTORNEY

REGISTERED



18-24-8-1988

FORM 21

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1999

Sheet 2 of 2 Sheets

Plan: DP776663

Subdivision covered by Council Clerk's Certificate number 19/1988 and dated 18th June, 1988

Restriction as to User

5. Identity of easement or restriction firstly referred to in above-mentioned plan.

Schedule of Lots etc. Affected

Lots Burdened

Each lot in the Subdivision except Lot 221

Lots or Authority Benefited

Every other Lot

PART 2

1. TERMS OF EASEMENT TO DRAIN WATER AND SEWAGE FIRSTLY AND SECONDLY REFERRED TO IN THE ABOVE-MENTIONED PLAN

Easement to drain water as defined in Part III of Schedule IVA of the Conveyancing Act 1919 and Easement to drain sewage as defined in Part IV of Schedule IVA of the said Act.

2. TERMS OF RESTRICTIONS AS TO USER FIRSTLY REFERRED TO IN THE ABOVE-MENTIONED PLAN

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by any one or more of the beforementioned Registered Proprietors without the consent of the Registered Proprietor but such consent shall not be withheld if such fence is erected without expense to any of the said Registered Proprietors provided that this restriction shall be binding only during the period of time when any of the beforementioned Registered Proprietors remains as either registered proprietor of any land in the Plan or of any land immediately adjoining any land in the Plan.

SIGNED in my presence by the said ERICH FRANZ DOEBERL who is personally known to me:

Signature of Witness

ALAN DUNN.....

Name of Witness

Solicitor, Canberra, A.C.T.

Address & Occupation of Witness

SIGNED by ERICH FRANZ DOEBERL Attorney for COLUMBIA DEVELOPMENTS PTY. LIMITED, FAIRLANE CAMBERRA PTY. LIMITED and DERWENT DEVELOPMENTS PTY. LIMITED who state that HE HAS NO NOTICE OF REVOCATION of the respective Powers of Attorney Registered No. 810 Book 3609 No. 923 Book 3621 and No. 1183 Book 3631 under the authority of which he has executed this instrument.

REGISTERED



18-24-8-1988

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 25th August, 1988



FORM 21

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

Sheet 1 of 2 sheets

Subdivision covered by Council Clerk's
Certificate number 46/1987 and dated
15th October, 1987

Lengths are in metres

Full name and address of
Proprietor of Land:

COLUMBIA DEVELOPMENTS PTY. LIMITED,
FAIRLANE CAMBERRA CITY LIMITED AND
DEWEY DEVELOPMENTS PTY. LIMITED
all c/- Harrowick Whidman & Driver
Pty. Level 2, 97 Northbourne Avenue,
Turton in the Australian Capital
Territory

1. Identity of easement or
restriction firstly
referred to in above-
mentioned plan.

Easement to drain water and
sewage 3 wide

Schedule of Lots etc. Affected

Lots Burdened

168, 189, 190, 191

Lots or Authority benefited

The Queanbeyan City Council

2. Identity of easement or
restriction secondly
referred to in above-
mentioned plan.

Easement to drain water 2.5 wide

Schedule of Lots etc. Affected

Lots Burdened

187, 188

Lots or Authority benefited

The Queanbeyan City Council

3. Identity of easement or
restriction thirdly
referred to in above-
mentioned plan.

Easement to drain sewage varying
width

Schedule of Lots etc. Affected

Lots Burdened

203

Lots or Authority benefited

The Queanbeyan City Council

Signed by the
Proprietor of the Land
and the
Attorney

REGISTERED 14-8-12-1987

FORM 21

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

Sheet 2 of 2 sheets

Subdivision covered by Council Clerk's
Certificate number 46/1987 and dated
15th October, 1987

4. Identity of easement or
restriction fourthly
referred to in above-
mentioned plan.

Easement to drain water
2.7 wide

Schedule of Lots etc. Affected

Lots Burdened

204

Lots or Authority benefited

The Queanbeyan City Council

5. Identity of easement or
restriction firstly
referred to in above-
mentioned plan.

Restrictions as to User

Schedule of Lots etc. Affected

Lots Burdened

Each lot in the Subdivision

Lots or Authority benefited

Every other lot

1. TERMS OF EASEMENT TO DRAIN WATER AND SEWAGE FIRSTLY REFERRED
TO IN THE ABOVE-MENTIONED PLAN

Easement to drain water as defined in Part 111 of Schedule 11A
of the Conveyancing Act 1919 and Easement to drain sewage as defined
in Part 111 of Schedule 11A of the said Act.

2. TERMS OF RESTRICTIONS AS TO USER SIMILARLY REFERRED TO IN THE
ABOVE-MENTIONED PLAN

No fence shall be erected on each lot burdened to divide it from
any adjoining land owned by the before-mentioned Registered
Proprietors or any one or more of them without the consent of
the said Registered Proprietors but such consent shall not be
withheld if such fence is erected without expenditure and if the
said Registered Proprietors provided that such expenditure shall
shall remain in force only during such period as any of the said
Registered Proprietors is the registered proprietor of any land
in the plan or any land immediately adjoining the land in
the plan whichever is the longer.

SIGNED by the Proprietor of the said
LANDS AND THE ATTORNEY
AND THE
PROPRIETOR OF THE LAND
AND THE
ATTORNEY
AND THE
PROPRIETOR OF THE LAND
AND THE
ATTORNEY

Signed by the
Proprietor of the Land
and the
Attorney

Signed by the
Proprietor of the Land
and the
Attorney

REGISTERED 14-8-12-1987

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day.

10th December, 1987



CONVEYANCING ACTS, 1919-1953
REAL PROPERTY ACT, 1900

Notice of Resumption of Land subject to the provisions
of Real Property Act, 1900.

Office
F G 395345 OCT 28 10 37 AM '55
Jan 25-10
140/inf-25
113-52-10
28/10/14

I, ARTHUR HERIOT SIMPSON State Crown Solicitor's Office DO HEREBY CERTIFY that the copy Gazette Notification hereunto annexed is a true copy of the Gazette Notification contained in the Government Gazette of the Twelfth day of August one thousand nine hundred and fiftyfive, declaring that the land therein described, being the land mentioned in the Schedule hereunder written, has been resumed. AND I REQUEST that you will deal with and give effect to the said Notification, as if the same were a Memorandum of Transfer of the land therein described duly executed under the Real Property Act, 1900, and I, the said ARTHUR HERIOT SIMPSON HEREBY CERTIFY that this instrument is correct for the purposes of the Real Property Act, 1900, AND I FURTHER CERTIFY that I was appointed by writing dated the Fifth day of September one thousand nine hundred and fortysix under his hand and official seal by THE MINISTER FOR PUBLIC WORKS to sign this Certificate on behalf of the said Minister and that I have received no notice or information of the revocation of such appointment.

SCHEDULE

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Volume	Folio
Pt. of Lots 1089, 1090, 1091 and 1111		Deposited Plan 15368	Part C.T.	3800	179
Being the land delineated on the plan hereunto annexed marked "A".					
Pt. of Lot 1		Deposited Plan 19800	Part C.T.	6880	234
" " " 5		do 19800	" C.T.	6304	9
Being the land delineated on the plan hereunto annexed marked "B".					
Lot 498		Deposited Plan 13991	Part C.T.	4599	149
" 535		do 13991	" C.T.	4414	17
Lots 133, 132, 131, 80, 30, 26, 25, 143 and 144		do 13991	" C.T.	5323	169
Lots 536, 447, 368, 369, 421, 422, 370, 420, 295, 335, 329, 330, 331, 332, 333, 334 and 336		do 13991	" C.T.	5323	170
Being the land delineated on the plan hereunto annexed marked "C".					

DATED this day of , in the year of Our Lord
one thousand nine hundred and fifty-

SIGNED by the said

in the presence of

THE REGISTRAR GENERAL
SYDNEY.

Plans filed in Vanc.

(2)

SCHEDULE (Contd.)

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Vol.	Fol.
Pt. of Por. 5	Parish Queanbeyan	County Murray	Part C.T.	6078	196 ✓
Being the land delineated on the plan hereunto annexed marked "D" ✓					
Pt. of Pors. 44, 47, } 95, 114, 115 and 4 }	Parish Googong	County Murray	Part C.T.	5564	136 ✓
Pt. Por. 98	"	"	" C.T.	6489	49 ✓
Pt. " 62	"	"	" C.T.	5986	27 ✓
Pt. Pors. 42 and 88	"	"	" C.T.	2143	128 ✓
Pt. Por. 62 (Parish)	"	"	" C.T.	6014	84 ✓
" " 62 (Parish)	"	"	" C.T.	2438	24 ✓
Being the land delineated on the plan hereunto annexed marked "E" ✓					
Pt. of Por. 198	Parish Tuggerawong	County Murray	Part C.C.	1891	214 ✓
Being the land delineated on plan hereunto annexed marked "F".					
	Parish	County			
Pt. of Pors. 175 and 176	Burra	Murray	Part C.T.	3934	37 ✓
" " " 175, 176 and } 177 }	"	"	" C.T.	3854 3854	68 69 ✓
Being the land delineated on plan hereunto annexed marked "G". ✓					
Pt. of Pors. 82	Parish Burra	County Murray	Part C.G.	2535	152 ✓
" " " 85	"	"	" C.G.	1300	56 ✓
" " " 86	"	"	" C.T.	4067	211 ✓
" " " 201	Keewong	"	" C.G.	2057	176 ✓
" " " 134	"	"	" C.G.	1839	99 ✓
" " " 144	"	"	" C.T.	6530	52 ✓
" " " 132	"	"	" C.G.	4143	90 ✓
" " " 117	"	"	" C.G.	2809	28 ✓
" " " 171	"	"	" C.G.	2821	245 ✓
" " " 200	"	"	" C.G.	2815	166 ✓
" " " 140	Monkellian	"	" C.G.	2892	76 ✓
" " Pors 129, 146 } 160 and 165 }	Keewong	"	" C.T.	6530	53 ✓
Being the land delineated on the plan hereunto annexed marked "H". ✓					
Pt. Pors. 40, 41 } 48 and 63 }	Parish Monkellian	County Murray	Part C.T.	5833	186 ✓
Pt. of Pors 59 } and 43 }	"	"	" C.T.	6878	191 ✓
Lots 13 & 14	DEPOSITED PLAN 11175				
Being the land delineated on the plan hereunto annexed marked "J" ✓					
Part of Lots 7, 8 } and 9 }	Deposited Plan	11175	{ Part C.T.	5763	10 ✓
			" C.T.	5763	11 ✓
			" C.T.	5763	12 ✓

Consent reference
to 6978/11/1

Atkinson

SCHEDULE (Contd.)

Lot	Section	Deposited Plan or Name of Estate	Part or Whole	Vol.	Fol.
Pt. Lots 25 and 26		Deposited Plan 11158	Part C.T.	✓ 5088	136
" Lot 24		do 11158	" C.T.	✓ 3449	128
" Lot 23		do 11158	" C.T.	✓ 3791	106
" Lot 21 and 22		do 11158	" C.T.	3790	200
Being the land delineated on the plan hereunto annexed marked "K" ✓					
Pt. of Por. 1	Parish Micaligo	County Beresford	Part C.T.	4888	217
" " Pors. 1, 34 and 16 (of Parish)	"	"	" C.T.	✓ 4766	178
Pt. of Por. 34	"	"	" C.T.	4319	166
" " " 36	"	"	" C.G.	3277	85
" " " 25	"	"	" C.G.	✓ 3315	110
" " " 131	"	"	" C.G.	1741	84
" " " 130 and 128	"	"	" C.G.	3315	112
Part of Por. 127	"	"	" C.G.	1588	26
" " " 29 and 50 (30 of Parish))	"	"	" C.T.	✓ 5046	132
Pt. of Pors. 139 170 and 54	"	"	" C.G.	✓ 3315	111
Pt. of Por. 99	"	"	" C.G.	✓ 1401	51
" " " 179	"	"	" C.G.	✓ 3315	208
" " " 115	"	"	" C.G.	✓ 1737	229
" " Pors. 45 and 46	"	"	" C.T.	✓ 35433 3339	154
Pt. Por. 35	"	"	" C.G.	✓ 1453	214
" " 132	"	"	" Cs. T.	{ 3899 3899	32 40
Pt. of Por. 90	"	"	" C.G.	2860	44
Pt. of Pors. 61, 87 88 and 89	"	"	" C.G.	✓ 2966 2966	227
Being the land delineated on the plan hereunto annexed "L" ✓					
Pt. of Por. 16	Parish Colinton	County Beresford	Part C.G.	6791	9
" " " 70	"	"	" C.T.	✓ 5008	21
" " " 7	"	"	" C.T.	4833	43
" " Pors 20 to 25 incl.	"	"	" C.T.	4979	45
" " Pors. 14, 21 and 31	Gungahandra	"	" C.T.	4657	216
Pt. Pors. 39, 40 12 & Por. 1	"	"	" C.T.	4766	23
Being the land delineated on the plan hereunto annexed marked "M" ✓					

R. A. L. L. L.

See page 5

SCHEDULE (Contd.)

Lot	Section	Deposited Plan and Name of Estate	Part or Whole	Vol.	Fol.
✓ Pt. of Por. 33		Parish Bransby	County Beresford	Part C.T. ✓ 4343	140.0
✓ " " " 94, 95, 72, 32, 60, 59, 45, 44 and 33		"	"	" C.T. ✓ 4422	209.0
✓ Pt. of Por. 28, 26, 1, 189 and 2		"	"	" C.T. ✓ 6682	115.0
✓ Pt. of Por. 1		"	"	" C.T. ✓ 1070	36.0

Being the land delineated on the plan hereunto annexed marked "N" φ

✓ Pt. of Por. 25	Parish Billingtona	County Beresford	Part C.G. ✓ 4895	245.0
✓ " " " 26	"	"	" C.G. ✓ 1560	45.0
✓ " " " 31	"	"	" C.G. ✓ 1716	56.0
✓ " " Pors. 39, 40, 29, 28, 1 and 1a	"	"	" C.T. ✓ 6834	138.0
✓ Pt. of Pors. 10, 11, 55, 78 and 113	Callaghan	"	" C.T. ✓ 6833	90.0

Being the land delineated on the plan hereunto annexed marked "P" φ

✓ Pt. of Pors. 69, 24, 77, 70 and 97	Parish Callaghan	County Beresford	Part C.T. ✓ 4412	10.0
✓ Pt. of Pors. 13 and 37	"	"	" C.T. ✓ 4631	98.0
✓ Pt. of Pors. 22, 1 and 70	"	"	" C.T. ✓ 4630	70.0

Being the land delineated on the plan hereunto annexed marked "Q" φ

✓ Pt. of Por. 14	Parish Woolumla	County Beresford	Part C.G. ✓ 685	243.0
✓ " " " 15	"	"	" C.G. ✓ 654	14.0
✓ " " " 36	"	"	" C.G. ✓ 1135	51.0
✓ " " " 28	"	"	" C.G. ✓ 681	16.0
✓ " " " 29	"	"	" C.G. ✓ 182	237.0
✓ " " " 102	"	"	" C.G. ✓ 1547	38.0
✓ " " " 105	"	"	" C.G. ✓ 1643	98.0
✓ " " " 97	"	"	" C.G. ✓ 1135	53.0
✓ " " " 100	"	"	" C.G. ✓ 1545	136.0
✓ " " " 59	"	"	" C.G. ✓ 2870	169.0
✓ " " " 58	"	"	" C.G. ✓ 2870	168.0
✓ " " " 110	"	"	" C.G. ✓ 1248	51.0
Closed Roads	"	"	" C.G. ✓ 4608	185.0

Being the land delineated on the plan hereunto annexed marked "R" φ

R. Thompson

SCHEDULE (Contd).

Lot	Section	Deposited Plan and Name of Estate	Part or Whole	Vol.	Fol.
✓ Pt. of Pors. 138 and 139 and part of 56		Parish Binjura	County Beresford	Part C.T. ¹⁵³⁰⁶ 5806	81 ¹⁵³⁰⁶ 81 ⁿⁿ
✓ Pt. of Por. 55		Woolumla	"	" C.G. ✓4911	86 86
✓ Pt. of Pors. 4 } and } Part of lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100		Bunyan Woolumla	"	" C.G. ✓1510	136 136
✓ Pt. Por. 27		Binjura	"	" C.G. ¹⁵³⁰⁶ 3124	81 81
✓ " " 100		"	"	" C.G. ✓3119	12 12
✓ " " 59		"	"	" C.T. ✓4584	196 196
✓ Pors. 60 and 61		"	"	" C.T. ✓5420	130 130
✓ " Por. 21		"	"	" C.T. ✓4660	240 240
✓ " " 58		"	"	" C.G. ✓2016	160 160
✓ " " 57		"	"	" C.G. ✓3880	208 208
✓ " " 56		"	"	" C.G. ✓3880	143 143
✓ Pors. 331 and 332		Cooma	"	" C.G. ✓5187	207 207

Being the land delineated on the plan hereunto annexed marked "S" ^{See below}

DATED the 28th day of October in the year of Our Lord
 One thousand nine hundred and fiftyfive.

SIGNED by the said ARTHUR HERIOT }
 SIMPSON in the presence of: }

Roach Smith

A. H. Simpson

THE REGISTRAR GENERAL,
SYDNEY.

Plans A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S
 65231 (L)
 65232 (L)
 65233 (L)
 65234 (L)
 65235 (L)
 65236 (L)
 65237 (L)
 65238 (L)
 65239 (L)
 65240 (L) ***
 65241 (L)
 65242 (L)

38 links north-westerly from the southernmost corner of that Reserve, but excluding thereout the site of the reserved road 30 links wide along the northern boundary of the said portion 60 and the Goulburn to Cooma Railway lands,—and said to be in the possession of The Bredbo Pastoral Co. Pty. Ltd. and others.

Also, all that piece or parcel of land situate in the Shire of Monaro, parish of Billilunga and county of Beresford, being that part of Travelling Stock Reserve No. 991, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said Travelling Stock Reserve No. 991, at a point bearing 90 degrees 30 minutes and distant 22 chains 22 links from the southernmost south-western corner of that Reserve and bears 24 degrees 56 minutes through a point on the left bank of the Bredbo River.

Also, all that piece or parcel of land situate in the Shire of Monaro, parishes of Billilunga and Callaghan, county of Beresford, being that part of portions 35, 26, 31, 40, 39, 29, 28, 1 and 1A, parish of Billilunga, and that part of portions 8, 9, 14, 101, 10, 12, 55, 78 and 113, parish of Callaghan, lying within strips of land 75 feet on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 25 at a point bearing 90 degrees 20 minutes and distant 23 chains 22 links from the northernmost north-western corner of that portion and bears generally south-easterly through a point on the northern boundary of portion 60, parish of Callaghan, distant 24 chains 75 links westerly from the north-eastern corner of that portion, but excluding thereout the sites of the reserved roads 1 chain wide through portions 40 and 28, parish of Billilunga,—and said to be in the possession of F. W. Gaggip and others.

Also, all that piece or parcel of land situate in the Shire of Monaro, parish of Callaghan and county of Beresford, being that part of portions 60, 97, 24 Rem., 77 Rem., 79, 29, 1 and that part of Water Reserve No. 31, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 60 at a point distant 24 chains 75 links westerly from the north-eastern corner of that portion and bears generally southerly through a point on the southern boundary of the said Water Reserve No. 31 bearing 270 degrees and distant 34 chains 55 links from the north-eastern corner of portion 13,—and said to be in the possession of F. and M. I. Redden and the Crown.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 13 and 27 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern bound-

dary of the said portion 13 at a point bearing 270 degrees and distant 34 chains 55 links from the north-eastern corner of that portion and bears 187 degrees 8 minutes through a point on the right bank of Umaralla River,—and said to be in the possession of F. and M. I. Redden.

Also, all that piece or parcel of land situate in the Shire of Monaro, parish of Woolmulla and county of Beresford, being that part of portion 14, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the southern boundary of the said portion 14 at a point bearing 90 degrees and distant 23 links from the south-western corner of that portion, and bears 7 degrees 3 minutes through a point on the left bank of Umaralla River, but excluding thereout the site of the reserved road 1 chain wide through that portion,—and said to be in the possession of New Zealand and Australian Land Co. Ltd.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 15, 26, 28, 29, 102, 105, 97, 100, 58, 59, 110, that part of the land comprised in Crown Grant, volume 4,608, folio 135 and that part of Travelling Stock and Camping Reserve No. 50,341, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 15 at a point distant 23 links easterly from the north-western corner of that portion and bears generally southerly through a point on the southern boundary of the said Travelling Stock and Camping Reserve No. 50,341 distant 17 chains westerly from the south-eastern corner of that Reserve,—and said to be in the possession of New Zealand and Australian Land Co. Ltd. and the Crown.

And also, all that piece or parcel of land situate in the Shire of Monaro, parishes of Woolmulla, Binjura, Bunyan and Cooma, county of Beresford, being that part of portions 120, 56 and 55, parish of Woolmulla, that part of portions 37, 100, 138, 139, 59, 60, 61, 81, 54, 57 and 58, parish of Binjura, that part of sections 16 and 17, village of Bunyan, parish of Bunyan and that part of portions 332 and 331, parish of Cooma, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 139, parish of Woolmulla, at a point distant 17 chains westerly from the north-eastern corner of that portion and bears generally southerly through a point on the generally south-western boundary of the said portions 331 distant 9 chains 32.5 links measured along that boundary north-westerly from the south-eastern corner of that portion, but excluding thereout the sites of the reserved roads within the said portions 138 and 58, parish of Binjura,—and said to be in the possession of L. J. Smith and others. (Misc. 55-5,518) (2194)

This is the copy Gazette Notification referred to in the annexed Certificate. (Three pages).

Witness

Joseph Smith

A. H. Simpson

G 395345

No. _____

LODGED by

State Crown Solicitor,
 237 Macquarie Street,
 Sydney.

NOTICE OF RESUMPTION

of easement for Transmission Line

17 Plans (Pulled) Recd 23/11/55

8/6/3

SCHEDULE REFERRED TO

Vol	Fol		Vol	Fol	
152	239	P	4148	90	P
154	12	P	4319	106	P
155	16	P	4412	10	P
156	243	P	4414	17	P
157	36	P	4432	209	P
158	6	P	4510	196	P
159	63	P	4591	24	P
160	56	P	4605	15	P
161	51	P	4630	70	P
162	24	P	4631	91	P
163	136	P	4657	246	P
164	36	P	4660	260	P
165	36	P	4726	23	P
166	45	P	4766	17	P
167	26	P	4833	43	P
168	9	P	4881	217	P
169	91	P	4895	205	P
170	12	P	4901	16	P
171	229	P	5008	21	P
172	14	P	5066	131	P
173	57	P	5071	136	P
174	24	P	5187	207	P
175	237	P	5306	81	P
176	260	P	5323	64	P
177	76	P	5325	170	P
178	23	P	5420	130	P
179	2	P	5501	136	P
180	15	P	5702	10	P
181	24	P	5703	1	P
182	166	P	5703	17	P
183	215	P	5713	156	P
184	40	P	5913	37	P
185	45	P	6010	196	P
186	49	P	6076	9	P
187	76	P	6208	150	P
188	15	P	6233	44	P
189	25	P	6234	57	P
190	20	P	6239	53	P
191	11	P	6250	15	P
192	11	P	6251	9	P
193	209	P	6254	138	P
194	124	P	6333	90	P
195	260	P	6350	230	P
196	106	P	6411	191	P
197	174	P	6419	44	P
198	61	P			
199	49	P			
200	143	P			
201	201	P			
202	29	P			
203	40	P			
204	37	P			
205	21	P			

Particulars entered in Register Book,

Vol. _____ Fol. _____

AS PER SCHEDULE OPERATIVE

the
 16 day of March 1956
 at _____ minutes 12
 o'clock in the _____ noon.

J. H. Pelt
 Registrar-General.

He

[Published in Government Gazette No. 82 of 12th August, 1955.]

**ELECTRICITY COMMISSION ACT, 1950-1954.—PUBLIC
WORKS ACT, 1912.**

CANBERRA-COOMA ELECTRICITY TRANSMISSION LINE.

Acquisition of Easement.

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the surface and the subsoil or undersurface of the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of an electricity transmission line, IT IS HEREBY NOTIFIED AND DECLARED by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912, for the purpose aforesaid; AND IT IS HEREBY FURTHER NOTIFIED that the said easement or right is vested in The Electricity Commission of New South Wales.

Dated at Sydney, this 3rd day of August, 1955:

J. NORTHCOTT, Governor.

J. B. RENSHAW, Minister for Local Government.

SCHEDULE.

All that piece or parcel of land situate in the Municipality of Queanbeyan, parish of Queanbeyan and county of Murray, being part of lots 1,089, 1,090, 1,091 and 1,111, deposited plan 15,368: Commencing on the south-eastern side of The Ridgeway at the north-western corner of the said lot 1,091; and bounded thence on the north-east by part of the north-eastern boundary of that lot bearing 100 degrees 21 minutes 26 seconds 67 feet 11½ inches; on the east by a line bearing 182 degrees 45 minutes 55 seconds 258 feet 6 inches to the southern boundary of the said lot 1,111; on the south by part of that boundary bearing 268 degrees 52 minutes 15 seconds 104 feet 2½ inches to the aforesaid south-eastern side of The Ridgeway; and on the north-west by that side of The Ridgeway bearing 10 degrees 21 minutes 25 seconds 276 feet 11½ inches to the point of commencement,—and said to be in the possession of The Gates of Canberra.

Also, all that piece or parcel of land situate as aforesaid being those parts of lots 1 and 5, deposited plan 19,800, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northernmost northern boundary of the said lot 1 at a point distant 18 chains 14 links easterly from the northernmost north-western corner of that lot and bears southerly through a point on the southernmost southern boundary of the said lot 5 distant 21 chains 21 links easterly from the southernmost south-western corner of that lot, but excluding thereout the site of the reserved road 1 chain wide through the said lot 5,—and said to be in the possession of M. P. Morrison and U. H. Williams.

Also, all that piece or parcel of land situate as aforesaid, being lots 498 and 535, deposited plan 13,991,—and said to be in the possession of J. Telfer and A. L. Latham. Also, all that piece or parcel of land situate as aforesaid, being lots 536, 447, 133, 132, 131, 86, 30, 26 and 25, deposited plan 13,991,—and said to be in the possession of T. H. O'Neill.

Also, all that piece or parcel of land situate as aforesaid, being lots 368, 369, 421 and 422 and part of lots 370 and 430, deposited plan 13,991: Commencing on the generally southern side of Tennyson-avenue at the north-eastern corner of the said lot 423; and bounded thence on the east by the western boundary of that lot and the said lot 368 bearing 180 degrees 300 feet to the generally north-western side of Northcliffe-avenue; generally on the south-east by the said generally north-western side of that avenue, being lines successively bearing 270 degrees 23 feet 3½ inches and 242 degrees 15 minutes 131 feet 10½ inches to the southernmost corner of the said lot 370; on the west by part of the western boundary of that lot bearing 300 degrees 90 feet ½ inch; again on the west by a line bearing 3 degrees 1 minute 30 seconds 256 feet 5 inches to the aforesaid generally southern side of Tennyson-avenue; and generally on the north by the said generally southern side of that avenue, being lines successively bearing 62 degrees 15 minutes 32 feet 9½ inches and 90 degrees 107 feet 4½ inches to the point of commencement,—and said to be in the possession of H. T. O'Neill.

Also, all that piece or parcel of land situate as aforesaid, being lots 295 and 335, part of lots 329 to 334 inclusive and part of lot 336, deposited plan 13,991: Commencing on the generally south-eastern side of Northcliffe-avenue at the north-eastern corner of the said lot 336; and bounded thence on the

south-east by lines successively bearing 188 degrees 41 minutes 40 seconds 160 feet 10½ inches, 183 degrees 1 minute 30 seconds 250 feet 4½ inches and 194 degrees 51 feet 6½ inches to the north-eastern corner of the said lot 295; on the east by the eastern boundary of that lot bearing 180 degrees 150 feet to the northern side of Dudley-avenue; on the south and south-west by that side of that avenue and its played intersection with the eastern side of Fisher-avenue, being lines respectively bearing 270 degrees 40 feet and 315 degrees 14 feet 1½ inches; on the west by that side of Fisher-avenue bearing 360 degrees 538 feet ½ inch; and on the north-west by the played intersection of that side of that avenue with the aforesaid generally south-eastern side of Northcliffe-avenue and that side of Northcliffe-avenue, being lines successively bearing 81 degrees 7 minutes 17 feet 1½ inches, 62 degrees 15 minutes 99 feet 0½ inches and 90 degrees 3 feet ½ inch to the point of commencement,—and said to be in the possession of T. H. O'Neill.

Also, all that piece or parcel of land situate as aforesaid, being part of lots 143 and 144, deposited plan 13,991: Commencing at the north-western corner of the said lot 144; and bounded thence on the north-east by part of the north-eastern boundary of that lot bearing 195 degrees 30 seconds 79 feet 8½ inches; on the east by a line bearing 183 degrees 1 minute 30 seconds 165 feet 11½ inches to the south-western boundary of the said lot 143; on the south-west by part of that boundary of that lot and the south-western boundary of the said lot 144, being 73 feet 3½ inches of the arc of a circle having a radius of 316 feet, the centre lying towards the south-west of the chord which bears 291 degrees 7 minutes for a distance of 73 feet 1½ inches, to the south-western corner of the said lot 144; and on the west by the western boundary of that lot bearing 360 degrees 160 feet to the point of commencement,—and said to be in the possession of T. H. O'Neill.

Also, all that piece or parcel of land situate in the Municipality of Queanbeyan and the Shire of Yarrawulmulla, parish of Queanbeyan and county of Murray, being that part of portions 32, 5, 11 and 50, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 32 at a point distant 19 chains easterly from the south-western corner of the land comprised in deposited plan 13,991, and bears south-westerly through a point on the southernmost southern boundary of the said portion 50, distant 10 chains 4 links easterly from the southernmost south-western corner of that portion,—and said to be in the possession of Y. D. Andonakos and others.

Also, all that piece or parcel of land situate in the Shire of Yarrawulmulla, parish of Googong and county of Murray, being that part of portions 44, 47, 95, 114, 115, 4, 99, 62 and 42, those parts of portion 58 comprised within Certificate of Title, volume 2,143, folio 128, those parts of portion 44 comprised within Certificates of Title, volume 6,014, folio 84 and volume 2,438, folio 54, and that part of Camping and Water Reserve No. 27, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 44 at a point distant 9 chains 88 links easterly from the north-western corner of that portion and bears south-westerly through a point on the southern boundary of the said part of portion 44 comprised within Certificate of Title, volume 2,438, folio 24, distant 6 chains 90 links easterly from the north-eastern corner of the land secondly described in Deed, registered Book 2,033, No. 000,—and said to be in the possession of A. J. Reid and others.

Also, all that piece or parcel of land situate in the Shire of Yarrawulmulla, parishes of Googong and Tuggeranong, county of Murray, being that part of portions 48 and 49, parish of Googong, and that part of portion 198, parish of Tuggeranong, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 48, at a point distant 6 chains 90 links easterly from the north-eastern corner of the land secondly described in Deed, registered Book 2,033, No. 000 and bears south-westerly through a point on the southern boundary of the said portion 198, bearing 90 degrees 25 minutes and distant 58 chains 78 links from the south-western corner of that portion,—and said to be in the possession of J. W. Gibbs and others.

Also, all that piece or parcel of land situate in the Shire of Yarrawulmulla, parish of Burra and county of Murray, being that part of portions 172, 174, 175, 176 and 177, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 173 at a point distant 59 chains 2 links easterly from the intersection of that boundary with a south-eastern side of the road from Queanbeyan to Cooma, shown on plan catalogued R. 626-1,603 R. and bears south-westerly and south-easterly through a point on the southern boundary of

Agrees with Gazette
Folios 2285/6/7

Attest

the said portion 177 and distant 9 chains 31 links easterly from the north-western corner of portion 82,—and said to be in the possession of F. P. Povey and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 82, 83 and 86, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 82 at a point distant 9 chains 31 links easterly from the north-western corner of that portion, and bears south-easterly through a point on the southern boundary of the said portion 86 distant 4 chains 25 links easterly from the south-western corner of that portion, but excluding thereout the site of the reserved road 1 chain wide through the said portion 86,—and said to be in the possession of M. P. Morrison.

Also, all that piece or parcel of land situate in the Shire of Yarrawonga, parishes of Keewong and Monkellian, county of Murray, being that part of portions 134, 201, 200, 171, 117, 132, 144, 146, 160, 129 and 185, parish of Keewong, that part of portion 140 and that part of Travelling Stock and Camping Reserve 10,943, parish of Monkellian, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northernmost northern boundary of the said portion 134 at a point distant 4 chains 25 links easterly from the south-western corner of portion 86, parish of Barra, and bears south-easterly through a point on the northern boundary of portion 40, parish of Monkellian, distant 12 chains 54 links westerly from the north-eastern corner of that portion,—and said to be in the possession of V. K. Smith and others.

Also, all that piece or parcel of land situate in the Shire of Yarrawonga, parish of Monkellian and county of Murray, being that part of portions 40, 41, 48, 63, 64, 67, 50, 73, 39, 60, 43, 61, 23, 22, 21, 34, 33 and that part of lots 13 and 14, deposited plan 11,175, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said portion 40 at a point distant 12 chains 64 links westerly from the north-eastern corner of that portion and bears generally southerly through a point on the southern boundary of the said lot 13, distant 15 chains 53 links westerly from the south-eastern corner of that lot, but excluding thereout the site of the reserved roads 1 chain wide through the said portions 73 and 63, the site of the road 1 chain wide shown in plan catalogued R. 1,121-1,603 R., that part of portion 33 described in Deed, registered Book 1,794, No. 880 and the Goulburn to Cooma Railway lands,—and said to be in the possession of T. A. Lawler and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of lots 9, 8 and 7, deposited plan 11,175, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the northern boundary of the said lot 9 at a point distant 1 chain 20 links easterly from the north-western corner of that lot and bears southerly through a point on the south-western boundary of the said lot 8, distant 9.2 links north-westerly from the southernmost corner of that lot,—and said to be in the possession of J. Kelly and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of lots 26, 25, 24 and 23, deposited plan 11,158 and that part of the Public School site shown in plan catalogued Ms. 600 Gbn., lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the easternmost north-eastern boundary of the said lot 26 at a point distant 7 chains 23 links north-westerly from the easternmost corner of the said lot 25 and bears south-easterly through a point on the south-eastern boundary of the said lot 23 bearing 227 degrees 48 minutes and distant 9 chains 39 links from the easternmost corner of that lot,—and said to be in the possession of T. C. Byrne and A. St. J. Kaye.

Also, all that piece or parcel of land situate as last aforesaid, being that part of lot 22, deposited plan 11,158, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the north-western boundary of the said lot 22 at a point bearing 227 degrees 48 minutes and distant 9 chains 39 links from the northernmost corner of that lot and bears 171 degrees 7 minutes through a point on the right bank of Micaligo Creek,—and said to be in the possession of A. M. Ryan.

Also, all that piece or parcel of land situate in the Shire of Monaro, parish of Micaligo and county of Beresford, being that part of portion 1, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the generally western boundary of the land shown in plan annexed to Transfer A. 862,041 at a point bearing 183 degrees 57 minutes and distant 4 chains 10 links from the northernmost corner of that land and bears 351 degrees 3 minutes through a point on the left bank of Micaligo Creek, but excluding thereout the road 1 chain wide shown in plan catalogued R. 8,497-1,603,—and said to be in the possession of G. J. Cotter.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 1, 16, 34, 36, 132, 25, 131, 130, 128, 127, 29, 30, 50, 89, 58, 87, 01, 139, 170, 54, 99, 176, 115, 45, and 46, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the generally western boundary of the land shown in plan annexed to Transfer A. 862,041 at a point bearing 183 degrees 57 minutes and distant 4 chains 10 links from the northernmost corner of that land and bears south-easterly through a point on the eastern boundary of the said portion 45 bearing 186 degrees and distant 52 chains 42 links from the north-eastern corner of that portion, but excluding thereout the road 1 chain wide shown in plan catalogued R. 8,497-1,603, the site of the reserved roads 1 chain wide through portions 132 and 54, and the Goulburn to Cooma Railway lands,—and said to be in the possession of G. J. Cotter and others.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portion 35, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the western boundary of the said portion 35 at a point bearing 180 degrees and distant 52 chains 42 links from the north-western corner of that portion and bears 146 degrees 12 minutes through a point on the right bank of Ingalar Creek,—and said to be in the possession of J. A. G. Ryrie and M. S. Ryrie.

Also, all that piece or parcel of land situate in the Shire of Monaro, parish of Colinton and county of Beresford, being that part of portion 16 lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the western boundary of that portion at a point bearing 360 degrees and distant 13 chains 14 links from the south-eastern corner of portion 70 and bears 26 degrees 26 minutes for a distance of 37 chains 38 links; and thence 325 degrees 26 minutes through a point on the left bank of Ingalar Creek, but excluding thereout the site of the reserved road 1 chain wide through the said portion 16,—and said to be in the possession of E. J. Povey.

Also, all that piece or parcel of land situate in the Shire of Monaro, parishes of Colinton and Gungahdra, county of Beresford, being that part of portions 70, 7 Rem., 24, 21, 22, 23, 25, 20 and 89, parish of Colinton and that part of portions 14, 21 and 31, parish Gungahdra lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the eastern boundary of the said portion 70 at a point distant 13 chains 14 links northerly from the south-eastern corner of that portion and bears generally southerly through a point on the generally north-eastern side of the road 1 chain wide shown in plan catalogued R. 1,074-1,603 bearing 344 degrees 20 minutes and distant 5 chains 04 links from the angle formed in that side of that road by lines bearing 344 degrees 26 minutes and 345 degrees 29 minutes 30 seconds, but excluding thereout the sites of the reserved roads 1 chain wide through the said portions 89 and 14,—and said to be in the possession of H. Povey and others.

Also, all that piece or parcel of land situate in the Shire of Monaro, parish of Gungahdra and county of Beresford, being that part of portions 89, 40, 12 and 1, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the generally eastern boundary of the said portion 39 at a point bearing 165 degrees 29 minutes 30 seconds and distant 7 chains 48 links from the north-eastern corner of that portion and bears 173 degrees 5 minutes 30 seconds for a distance of 88 chains 50 links; and thence 186 degrees 30 minutes 30 seconds through a point on the right bank of Gungahdra Creek,—and said to be in the possession of G. J. Cotter.

Also, all that piece or parcel of land situate in the Shire of Monaro, parish of Bransby and county of Beresford, being that part of portion 33 comprised in Certificate of Title, volume 4,543, folio 140, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the generally western side of the road 1 chain 50 links wide from Goulburn to Cooma at a point bearing 201 degrees 33 minutes and distant 2 chains 84 links south-westerly from the intersection of that side of that road with the eastern boundary of the said portion 33 and bears 6 degrees 17 minutes through a point on the left bank of Gungahdra Creek,—and said to be in the possession of T. R. Povey.

Also, all that piece or parcel of land situate as last aforesaid, being that part of portions 33, 94, 95, 72, 32, 60, 59, 45 and 44, shown in plan annexed to Dealing B. 980,596, that part of portions 215, 28 Rem., 26, 189, 1, 2 and that part of R. 7,479 for Public Recreation, lying within strips of land 75 feet wide on both sides of the centre line of the transmission line which intersects the generally western boundary of the land shown in the said plan annexed to Dealing B. 980,596 at a point bearing 21 degrees 33 minutes and distant 14 chains 9 links from the angle formed in the south-eastern side of the road 1 chain 50 links wide from Goulburn to Cooma, by lines bearing 21 degrees 33 minutes and 12 degrees 29 minutes shown on the said plan annexed to Dealing B. 980,596 and bears generally southerly through a point on the south-western boundary of the said R. 7,479 for Public Recreation, distant

A. H. Simpson

97-11R



REQUEST

Real Property Act 1900



2099960 H

y

(A) **STAMP DUTY**

If applicable.

Office of State Revenue use only

(B) **TITLE**

Show no more than 20.

SEE SCHEDULE

(C) **REGISTERED DEALING**

If applicable.

SEE SCHEDULE

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
354L	STATE SEARCH Box A909 Sydney South 2000 Ph. 456-2207	
REFERENCE (max 15 characters):		ETA

(E) **APPLICANT**

THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY

(F) **REQUEST**

The Registrar-General pursuant to Section 46C of the Real Property Act 1900, to record the NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Act, 1994.

RONALD BRUCE SMITH
Authorised Agent of the New South Wales
Electricity Transmission Authority.

CHECKED BY (office use only)

CT10/0170

2099960

ROYALLA - COOMA NO.1 132KV TRANSMISSION LINE

INDEX	PLAN	LOT	DP/CP	TITLE REF.	DEALING
5	P1276	217	776663	217/776663	G395345
		218	776663	218/776663	G395345
		219	776663	219/776663	G395345
		2	835568	2/835568	G395345
		239	803621	239/803621	G395345
		240	803621	240/803621	G395345
		241	803621	241/803621	G395345
		20	818066	20/818066	G395345
		2	818066	2/818066	G395345
		8	818066	8/818066	G395345
		17	818066	17/818066	G395345
		19	818066	19/818066	G395345
		1	830567	1/830567	G395345
		2	830567	2/830567	G395345
		50	835313	50/835313	G395345
		100	727522	100/727522	GG 12-8-55 F2285
6	P1277	3	218719	3/218719	G395345
		4	218719	4/218719	G395345

27
VA

AB

EA

2099960.

(G)

STANDARD EXECUTION

Certified correct for the purposes of the Real Property Act 1900.

DATE 17 - 7 - 96

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

M. D. Smith

Signature of Witness

MARILYN DAWN SMITH

Name of Witness (BLOCK LETTERS)

9 ELIZABETH ST. BEROWRA HTS 2082

Address of Witness

R. S. Smith

Signature of Applicant

**Authorised Agent of the New South
Wales Electricity Transmission Authority**

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19 in the presence of

.....
Signature of Witness

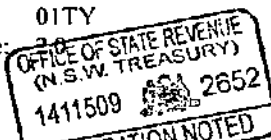
.....
Name of Witness (BLOCK LETTERS)

.....
Address and Qualification of Witness

.....
Signature of Applicant

Form: 01TY

Release: 20



612
**TRANSFER OF
EASEMENT IN GROSS**
New South Wales
Section 88A Conveyancing Act 1919



AK3357N

PRIVACY NOTICE Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

NEW SOUTH WALES DUTY

STAMP DUTY

Office of State Revenue use only

02-11-2015

0008333111-001

SECTION 18(2)

DUTY

\$ *****10.00

(A) TORRENS TITLE

See Annexure A

(B) EASEMENT IN GROSS

Number

Description

See Annexure A

See Annexure A

(C) LODGED BY

Document
Collection
Box
28A

Name, Address or DX, Telephone, and Customer Account Number if any

LLPN:
124247U

SAI GLOBAL Property
DX 885 SYDNEY
02 9210 0700

CODE

TY

Reference:

ESSE-SIS38847

(D) TRANSFEROR

TransGrid

(E) TRANSFEE

Essential Energy

(F) The transferor acknowledges receipt of the consideration of \$
abovementioned easement in gross.

and transfers to the transferee the

DATE **13/11/2015**

(G) I certify that I am an eligible witness and that an authorised
officer of the transferor signed this dealing in my presence.
[See note* below].

Signature of witness:

[Signature]

Full name of witness: **KENSON - Ho**

Address of witness: **180 THOMAS STREET
SYDNEY N.S.W 2000**

I certify that I am an eligible witness and that an authorised
officer of the transferee signed this dealing in my presence.
[See note* below].

Signature of witness:

Full name of witness:

Address of witness:

* Initial

A

Certified correct for the purposes of the Real Property
Act 1900 by an authorised officer of the transferor.

Signature of authorised officer:

[Signature]

Full name of authorised officer:

GERALD REITER

Position of authorised officer:

EGM/ASSET MANAGEMENT

Certified correct for the purposes of the Real Property
Act 1900 by an authorised officer of the transferee.

Signature of authorised officer:

**See
Annexure**

Full name of authorised officer:

"B"

Position of authorised officer:

Annexure A: Transfer of Easement in Gross from TransGrid to Essential Energy dated 13/11/2015

Doc #	(A) Title Reference	(B) EASEMENT IN GROSS	
		Number of DP or registered dealing	Description of Easement
1	89/8732	DEALING H335813	EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN IN PLAN LODGED WITH H335813
2	53/700921	NOTIFICATION IN GOVERNMENT GAZETTE DATED 12.8.1955 FOLIO 2285	EASEMENT FOR TRANSMISSION LINE AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
3	112/709217	NOTIFICATION IN GOVERNMENT GAZETTE DATED 12.8.1955 FOLIO 2285	EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
4	86/8732	DEALING H335813	EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN IN PLAN WITH H335813
5	5/800542	DEALING G395345	EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY: G395345 -FOR TRANSMISSION LINE
6	3/826105	DEALING G395345	EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
7	5/219695	DEALING G395345	EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8	2/874067 <u>102/1213713</u>	DEALING G395345	EASEMENT FOR TRANSMISSION LINE 45.72 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
9	981/548456	DEALING G395345	EASEMENT AFFECTING THE LAND 150 FEET WIDE SHOWN IN DP548456
10	17/818066	DEALING G395345	EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY: G395345 EASEMENT FOR TRANSMISSION LINE 45.72 WIDE
11	126/709217	NOTIFICATION IN GOVERNMENT GAZETTE DATED 12.8.1955 FOLIO 2285	EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
12	219/776663	DEALING G395345	EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY: G395345 EASEMENT FOR TRANSMISSION LINE 45.72 WIDE
13	3/219695	DEALING G395345	EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
14	100/727522	NOTIFICATION IN GOVERNMENT GAZETTE DATED 12.8.1955, FOL 2285	EASEMENT FOR TRANSMISSION LINE 45.72 WIDE AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM

High speed to make alterations
 11/12/2016
 Nicky Murray
 OFFICE OF THE REGISTRAR-GENERAL
 (NSW) TREASURY
 1411509
 ALTERATION

Initial for TRANSGRID: [Signature]

WITNESS: [Signature]

ESSENTIAL ENERGY: [Signature]

WITNESS: [Signature]


Doc #	(A) Title Reference	(B) EASEMENT IN GROSS	
		Number of DP or registered dealing	Description of Easement
15	44/8732	DEALING H335813	EASEMENT FOR TRANSMISSION LINE AFFECTING THE LAND SHOWN IN PLAN "A" WITH H335813
16	153/718941	NOTIFICATION IN GOVERNMENT GAZETTE DATED 12.8.1955 FOLIO 2285	EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
17	88/8732	DEALING H335813	EASEMENT FOR TRANSMISSION LINE AFFECTING THE LAND SHOWN 150' WIDE IN PLAN WITH H335813
18	194/771021	DEALING G395345	EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM CREATED BY: G395345 EASEMENT FOR TRANSMISSION LINE
19	205/771021	NOTIFICATION IN GOVERNMENT GAZETTE DATED 12.8.1955, FOLS 2285/6/7	EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN THE TITLE DIAGRAM
20	84/8732	DEALING H335813	EASEMENT FOR TRANSMISSION LINE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN IN PLAN LODGED WITH H335813

2 x fees

Initial for TRANSGRID: 

WITNESS: 

ESSENTIAL ENERGY: 

WITNESS: 

**THIS IS ANNEXURE 'B' TO THE TRANSFER OF EASEMENT IN GROSS BETWEEN TRANSGRID
AS TRANSFEROR AND ESSENTIAL ENERGY AS TRANSFEREE AND DATED 13 | 11 | 2015**

(G)

I certify I am an eligible witness and that
the transferee's attorney signed this
dealing in my presence:

Certified correct for the purpose of the
Real Property Act 1900 by the persons
named below who signed this
instrument pursuant to the power of
attorney specified.


.....
Witness

RAELENE MYERS

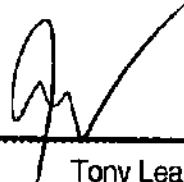
JP202504

35 Grant Street

.....
Port Macquarie 2444

Print full name of Witness

.....
Print full address of Witness


.....
Tony Leahy
Manager Property, Fleet, Procurement & Logistics
Essential Energy

.....
Print full name of Attorney

Signing on behalf of: ESSENTIAL ENERGY
ABN 37 428 185 226
Power of Attorney Book: 4693 No: 330

STATUTORY DECLARATION

New South Wales

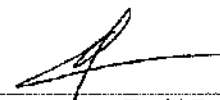
I, David Fayyad, General Counsel, of c/- TransGrid at Level 3, 180 Thomas Street, Sydney, New South Wales, do solemnly and sincerely declare as follows:

1. I am General Counsel of TransGrid and have access to its records of information received in the course of its business.
2. Until 22 May 1950, electricity generated in New South Wales was transmitted along easements owned by:
 - 2.1. the Minister for Public Works (later, the Minister for Commerce) who had acquired them for electricity purposes under the *Public Works Act 1912*,
 - 2.2. the Electric Light and Power Supply Corporation Limited (also known as the Balmain Electric Light Company),
 - 2.3. the Parramatta and Granville Electric Supply Company Limited,
 - 2.4. the Sydney County Council,
 - 2.5. the Commissioner for Railways or
 - 2.6. the Southern Electricity Supply of New South Wales.
3. On 22 May 1950, the Electricity Commission of New South Wales (the "ECNSW")
 - 3.1. was constituted by the *Electricity Commission Act 1950*,
 - 3.2. took over the supply of electricity generation and bulk transmission in New South Wales,
 - 3.3. acquired all the rights and assets previously owned by the companies and statutory authorities mentioned in paragraph 2 of this declaration by virtue of that statute and
 - 3.4. was known by the registered business name or style of "Pacific Power" from 1992 to 1995.
4. The New South Wales Electricity Transmission Authority (NSWETA)
 - 4.1. was constituted on 1 February 1995 by the *Electricity Transmission Authority Act 1994*
 - 4.2. took over the function of transmitting electricity within NSW,
 - 4.3. acquired all the rights and assets previously owned by the ECNSW by virtue of that statute,
 - 4.4. traded under its own name from 1 February 1995 until 10 March 1995,
 - 4.5. was known by the registered business name or style of "TransGrid" from 10 March 1995 until it was dissolved,
 - 4.6. was dissolved on 30 June 1995 by the *Electricity Legislation Amendment Act 1995*.

5. In 1995, functions and assets related to the generation and supply of electricity within NSW were re-assigned to another entity having the name or style of Pacific Power which
 - 5.1. was constituted by an amendment to the *Electricity (Pacific Power) Act 1950*,
 - 5.2. acquired the generation assets previously owned by the ECNSW by virtue of that statute, and
 - 5.3. was dissolved on 1 July 2003 by the *Pacific Power (Dissolution) Act 2003*.
6. On 14 December 1998, TransGrid
 - 6.1. was constituted as a State-owned corporation by an amendment to the *Energy Services Corporations Act 1995* (the "Corporatisation Act")
 - 6.2. took over the function of transmitting electricity within NSW,
 - 6.3. acquired all the rights and assets previously owned by the NSWETA by virtue of that statute,
 - 6.4. is deemed to be a continuation of, and the same legal entity as, the NSWETA by virtue of clause 13F(3) of Schedule 5 to that statute,
 - 6.5. acquired the assets, rights and liabilities of NSWETA by virtue of the *Energy Services Corporations (TransGrid Corporatisation) Order 1998* made by the Minister pursuant to the Corporatisation Act and published in the Government Gazette on 11 December 1998 at page 9665.

And I make this solemn declaration, conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at Level 3, 180 Thomas Street,
Sydney, in the State of New South Wales on 7 May
2015 before me:



David Fayyad


[signature of authorised witness]

Jenny Cruz
[name of authorised witness]

Solicitor
[qualification of authorised witness]

I,


Jenny Cruz
[name of authorised witness]

Solicitor
[qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it:

*I saw the face of the person * ~~I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.~~

* ~~I have known the person for at least 12 months~~ *I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was a current New South Wales driver licence


[signature of authorised witness]

7 May 2015
[date]

QUEANBEYAN-PALERANG REGIONAL COUNCIL SECTION 10.7(2) PLANNING CERTIFICATE

issued under
Environmental Planning and Assessment Act 1979

Infotrack
GPO Box 4029
SYDNEY NSW 2001

Certificate No.: PL.2023.2053
Your Reference: 234376

ecertificates@infotrack.com.au

Subject Land:

Property Number:	157410
Property Address:	41 Emery Crescent KARABAR NSW 2620
Legal Description:	Lot 219 DP 776663

This certificate is provided under Section 10.7(2) of the Act. At the date of this certificate, the subject land is affected by the following matters:

1. Names of relevant instruments and development control plans

- 1.1. The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

1.1.1 Local Environmental Plan

Queanbeyan-Palerang Regional Local Environmental Plan 2022

<https://legislation.nsw.gov.au/view/html/inforce/current/epi-2022-0600>

1.1.2 State Environmental Planning Policies (SEPPs):

- *SEPP (Biodiversity and Conservation) 2021*
- *SEPP (Building Sustainability Index: BASIX) 2004*
- *SEPP (Exempt and Complying Development Codes) 2008*
- *SEPP (Housing) 2021*
- *SEPP (Industry and Employment) 2021*
- *SEPP (Planning Systems) 2021*
- *SEPP (Precincts - Regional) 2021*
- *SEPP (Primary Production) 2021*
- *SEPP (Resilience and Hazards) 2021*
- *SEPP (Resources and Energy) 2021*
- *SEPP (Sustainable Buildings) 2022 commences 1 October 2023*
- *SEPP (Transport and Infrastructure) 2021*
- *SEPP No 65 - Design Quality of Residential Apartment Development*

www.legislation.nsw.gov.au/browse/inforce#/epi/title/s

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E: council@qprc.nsw.gov.au
W: www.qprc.nsw.gov.au

ABN 95 933 070 982

1.1.3 Development Control Plan

Lot 219 DP 776663

Queanbeyan Development Control Plan 2012

www.gprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-3

- 1.2. The name of each proposed environmental planning instrument and draft development control plan, which is subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

Proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

1.2.1. Draft Local Environmental Plans

Application No	Description
----------------	-------------

Not applicable.

www.planningportal.nsw.gov.au/ppr

1.2.2. Draft State Environmental Planning Policies (SEPPs):

- Standard Instrument - Principal Local Environmental Plan
- SEPP (Building Sustainability Index: BASIX) 2004
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (Housing) 2021
- SEPP (Planning Systems) 2021
- SEPP (Precincts - Regional) 2021
- SEPP (Primary Production and Rural Development) 2021
- SEPP (Resilience and Hazards) 2021
- SEPP (Transport and Infrastructure) 2021
- Proposed SEPP (Regional Infrastructure Contributions) 2022

www.planningportal.nsw.gov.au/draftplans

Yes. Changes to Business and industrial zones in Local Environmental Plans

On 26 April 2023, Business and Industrial zones were replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the NSW Planning Portal.

www.planningportal.nsw.gov.au/employment-zones

1.2.3. Draft Development Control Plans (DCPs):

Lot 219 DP 776663

No.

2. Zoning and land use under relevant LEPs

2.1. Identity of the zone:

Lot 219 DP 776663

R2 Low Density Residential

2.2 **R2 Low Density Residential - *Queanbeyan-Palerang Regional LEP 2022***

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 new development complements the scale, density and form of existing development.**
- **To encourage development that is consistent with the low density amenity of existing and future residents.**
- **To encourage development that is designed to recognise the bushland character of the locality, where appropriate, and to minimise the impact of urban development, particularly on the edge of the urban area.**

2. Permitted without consent

Home businesses; Home occupations.

3. Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home industries; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems.

4. Prohibited

Any other development not specified in item 2 or 3.

Note: Demolition of a building or work requires consent under clause 2.7 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*.

2.3. Listed below are additional site specific permitted uses (only with development consent) from Schedule 1 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*.

Lot 219 DP 776663

There are no additional uses permitted on this land.

- 2.4. Minimum land dimensions for the erection of a dwelling house on the land fixed by development standards applying to the land:

Lot 219 DP 776663

R2 - Low Density Residential

The minimum lot size for the erection of a dwelling house is 600 square metres, unless the lot:

(a) is a lot created in accordance with clause 4.1, 4.1AA, 4.1A, 4.1D, 4.1E, 7.24, 7.25 or 7.26 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*, or

(b) is a lot created before the commencement of *Queanbeyan-Palerang Regional Local Environmental Plan 2022* and on which the erection of a dwelling was permissible immediately before that commencement, or

(c) is a lot resulting from a subdivision for which development consent (or equivalent) was granted before the commencement of *Queanbeyan-Palerang Regional Local Environmental Plan 2022* and on which the erection of a dwelling would have been permissible if the plan of subdivision had been registered before that commencement, or

(d) an existing holding, or

(e) would have been a lot or a holding specified in paragraphs (a) - (d) had it not been affected by:

(i) a minor realignment of boundaries that did not create an additional lot, or

(ii) a subdivision creating or widening a public road or public reserve or for another public purpose, or

(iii) a consolidation with an adjoining public road or public reserve, or for another public purpose.

- 2.5. Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Lot 219 DP 776663

No.

- 2.6. Whether the land is in a conservation area:

Lot 219 DP 776663

No.

- 2.7. Whether an item of environmental heritage is located on the land:

Lot 219 DP 776663

No.

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

Whether the land is within any zone under:

- 2A.1 Part 3 of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or
- 2A.2 A Precinct Plan (within the means of the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* or
- 2A.3 A proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

Not applicable.

3. Contributions plans

- 3.1. The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

Lot 219 DP 776663

Queanbeyan Section 7.12 Fixed Levy Development Contributions Plan 2019.

Lot 219 DP 776663

Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014.

www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6

- 3.2. If the land is in a special contributions area under the Act, Division 7.1, the name of the area:

Lot 219 DP 776663

No.

4. Complying Development

- 4.1. If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A (1) (c)-(e), (2), (3) or (4), 1.18 (1) (c3) or 1.19.

Zone R2 Low Density Residential Lot 219 DP 776663	Land on which complying development may be carried out
Part 3 Housing Code	Not Applicable
Part 3A Rural Housing Code	Not Applicable
Part 3B Low Rise Housing Diversity Code	Yes
Part 3C Greenfield Housing Code	Not Applicable
Part 3D Inland Code	Yes
Part 4 Housing Alterations Code	Yes
Part 4A General Development Code	Yes
Part 5 Industrial and Business Alterations Code	Yes
Part 5A Industrial and Business Buildings Code	Not Applicable
Part 5B Container Recycling Facilities Code	Not Applicable
Part 6 Subdivisions Code	Yes
Part 7 Demolition Code	Yes
Part 8 Fire Safety Code	Yes
Part 9 Agritourism and Farm Stay Accommodation Code	Not Applicable

- 4.2. If complying development may not be carried out on that land because of one of those clauses, the reasons why it may not be carried out under the clause.

Not Applicable.

- 4.3. If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Lot 219 DP 776663

No.

5. Exempt development

- 5.1. If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

Does the land meet the requirements under Clause 1.16(1)(b1)-(d) as land on which exempt development may be carried out for the following exempt development codes:

5.1.1. Division 1 General Exempt Development Code

Lot 219 DP 776663 **Yes.**

5.1.2. Division 2 Advertising and Signage Exempt Development Code

Lot 219 DP 776663 **Yes.**

5.1.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 219 DP 776663 **Yes.**

Refer also to Part 3 and Schedule 2 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*. This Schedule contains additional exempt development not specified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. Note that exempt development may be carried out without the need for development consent under the Act, however, such development is not exempt from any approval, licence, permit or authority that is required under any other Act and adjoining owners' property rights and the common law still apply.

- 5.2. If exempt development may not be carried out on that land because of one of those clauses, the reasons why it may not be carried out under the clause.

5.2.1. Division 1 General Exempt Development Code

Lot 219 DP 776663 **Not applicable.**

5.2.2. Division 2 Advertising and Signage Exempt Development Code

Lot 219 DP 776663 **Not applicable.**

5.2.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 219 DP 776663 **Not applicable.**

- 5.3. If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Not applicable.

6. Affected building notices and building product rectification orders

Affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*

- 6.1. Is there any affected building notice of which the council is aware that is in force in respect of the land?

No.

- 6.2. Is there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

No.

- 6.3. Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

No.

7. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

Lot 219 DP 776663 No.

8. Road widening and road realignment

- 8.1. Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

Lot 219 DP 776663 No.

- 8.2. Is the land affected by any road widening or road realignment under any environmental planning instrument?

Lot 219 DP 776663 No.

- 8.3. Is the land affected by any road widening or road realignment under any resolution of the Council?

Lot 219 DP 776663 No.

9. Flood related development controls information

Flood planning area has the same meaning as in the *Floodplain Development Manual*.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

Probable maximum flood has the same meaning as in the *Floodplain Development Manual*.

- 9.1. Whether the land or part of the land is within the flood planning area and is subject to flood related development controls.

Lot 219 DP 776663 **No.**

- 9.2. Whether the land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls.

Lot 219 DP 776663 **No.**

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

Is the land affected by a policy adopted by council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or any other risk (other than flooding)?

Adopted policy means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

- 10.1. Tidal inundation, subsidence, acid sulphate soils, coastal hazards and sea level rise:

No.

- 10.2. Bushfire:

All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of bushfire. Refer to Clause 11 of this certificate to check if the land is bushfire prone.

- 10.3. Contamination:

All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of contamination. Refer to Clause 12 of this certificate to check if the land has been identified in the Loose-Fill Asbestos Insulation Register.

Lot 219 DP 776663

The land has not been assessed for the likelihood of contamination by Council considering past uses or results of systematic testing. It is not known if Contaminated Land provisions of the Development Control Plan or the relevant State legislation, apply.

- 10.4. Salinity:

Lot 219 DP 776663

No.

10.5. Highly erodible soils:

Lot 219 DP 776663 **No.**

10.6. Slopes over 18 degrees:

Lot 219 DP 776663 **No.**

10.7. Aircraft noise:

Lot 219 DP 776663 **No.**

<https://www.canberraairport.com.au/corporate/community/aircraft-noise/>

10.8. Land near Cooma Road Quarry:

Lot 219 DP 776663 **No.**

10.9. Land near Hume Industrial Area and Goulburn to Bombala Railway Line:

Lot 219 DP 776663 **No.**

11. Bush fire prone land

Is the land bush fire prone?

Lot 219 DP 776663 **No.**

12. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

No.

Council is not aware of any residential premises on the land that are affected by loose-fill asbestos insulation (Division 1A of Part 8 of the *Home Building Act 1989*) and that are listed on the NSW register that is required to be maintained under that Division.

NSW Fair Trading maintains a NSW Register of homes that are affected by loose-fill asbestos insulation: www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register

Some buildings located in the Queanbeyan-Palerang local government area have been identified as containing loose-fill asbestos insulation (sometimes referred to as “Mr Fluffy” insulation), for example, in the roof space. You should make your own enquiries as to the age of the buildings on the land to which this certificate relates.

If the land contains a building constructed prior to 1980, Queanbeyan-Palerang Regional Council strongly recommends that any potential purchaser obtains advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land; and, if so, the health risks (if any) this may pose for the building’s occupants.

Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting that may have been used at this site.

Contact NSW Fair Trading for further information:

<https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation>

13. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No.

14. Paper subdivision information

The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

No.

15. Property Vegetation Plans

Whether Council has been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land.

Lot 219 DP 776663 No.

16. Biodiversity stewardship sites

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

Lot 219 DP 776663 No.

17. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

Lot 219 DP 776663 No.

18. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether Council has been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

No.

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Not applicable.

20. Western Sydney Aerotropolis

For land to which *State Environmental Planning Policy (Precincts-Western Parkland City) 2021* applies, whether the land is:

- 20.1. in an ANEF or ANEC contour of 20 or greater as referred to in that Chapter, section 4.17, or
- 20.2. shown on the Lighting Intensity and Wind Shear Map, or
- 20.3. shown on the Obstacle Limitation Surface Map, or
- 20.4. in the “public safety area” on the Public Safety Area Map, or
- 20.5. in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Not applicable.

21. Development consent for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2)? Section 88(2) restricts who may occupy seniors housing accommodation.

Application No	Description
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Not applicable.

22. Site compatibility certificates and conditions for affordable rental housing

- 22.1. Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land:

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

No.

- 22.2. If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1)? Section 21(1) or 40(1) specify certain conditions to be met for a period of at least 15 years commencing on the day an occupation certificate is issued.

Application No	Description
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Not applicable.

- 22.3. Are there any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1)? Section 17(1) or 38(1) specify certain conditions to be met for a period of at least 10 years commencing on the day an occupation certificate is issued.

Application No	Description
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Not applicable.

Matters prescribed by section 59(2) Contaminated Land Management Act 1997

- (a) Whether there is land to which a certificate relates regarding significantly contaminated land within the meaning of that Act.

Lot 219 DP 776663 No.

- (b) Whether there is land to which a certificate relates regarding being subject to a management order within the meaning of that Act.

Lot 219 DP 776663 No.

- (c) Whether there is land to which a certificate relates regarding the subject of an approved voluntary management proposal within the meaning of that Act.

Lot 219 DP 776663 No.

- (d) Whether there is land to which a certificate relates regarding being subject to an ongoing maintenance order within the meaning of that Act.

Lot 219 DP 776663 No.

- (e) Whether there is land to which a certificate relates regarding being the subject of a site audit statement within the meaning of that Act.

Lot 219 DP 776663 No.

Additional notes

No additional notes.

Notes and disclaimer

1. The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
2. The NSW *Environmental Planning and Assessment Act 1979* is referred to in this Certificate as 'the Act'.
3. This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

Checked: ML

Ruth Ormella
Director
Development and Environment
Queanbeyan-Palerang Regional Council


Per.....

12 September 2023

QPRC: CM

Certificate Number: ENG.2023.2302

11 September 2023

Infotrack
GPO Box 4029
SYDNEY NSW 2001

Dear Sir/Madam

RE: Application for Sewer Drainage Diagram

41 EMERY CRESCENT KARABAR NSW 2620
LOT 219 DP 776663

Thank you for your request for a sewer diagram for the above mentioned property.

The attached diagram is indicative of the location of the internal drains that connect the building to the Council's sewer. However the actual location of the drains should be accurately determined on site.

The attached diagram also indicates the location of a Council sewer that services this property. However the actual location of the main should be accurately determined on site.

You are also advised that there may be other drains, services and easements affecting this property and that further investigation may be necessary to determine the location of all such facilities.

Yours faithfully

Ruth Ormella

Director
Development and Environment

PER 

Enc

OFFICES

144 Wallace St, Braidwood
13 Gibraltar St, Bungendore
256 Crawford St, Queanbeyan

POSTAL

PO Box 90, Queanbeyan NSW 2620

PHONE

P: 1300 735 025

EMAIL/WEB

E: council@qprc.nsw.gov.au
W: www.qprc.nsw.gov.au

ABN 95 933 070 982

PLAN OF SEWERAGE CONNECTION

FOR

Drainage Plan No. 9886.....

Detail Plan No. N10.....

Street 41 EMERY CRES.....

Lot 219..... Sec

Fee \$47.00

Amendment Fee

Ms JULIE KALOS.....

26 CHRISTOPHER CRES QBN.....

Scale — 1:500

This diagram is the property of the proprietor and is to be returned to him on completion of the work.

RAIN OR SURFACE WATER IS NOT TO BE CONNECTED TO SEWER.

All plumbing and drainage work shown on diagram in connection with this plan must be executed in accordance with Ordinance No. 46 of the Local Government Act, 1919, and to the satisfaction of the Council and no responsibility will be taken for same unless official certificates are obtained by licensed plumbers and drainers.

PERMITS must be obtained from Council prior to the commencement of work.

No alteration to drainage to be made unless previous consent is given.

All drainage work must be tested before covering in.

Junction 17.1 m. from downstream manhole. Depth (approx) 1.2 m.

NOTES

BT	Boundary Trap	Y.S.	Yard Sink	1. W.C.
CT	Chimney	G.T.	Grease Trap	2. Kitchen Sink
IP	Inspection Pipe	M.H.	Manhole	3. Laundry Tubs
VP	Vent Pipe	S.V.P.	Soil Vent Pipe	4. Bath
E.V.P.	Educt Vent Pipe	W.S.	Waste Stack	5. Basin
D.T.	Disconnecter Trap	W.G.T.B.	Water and Gas	6. Sink
S.T.	Silt Trap		Tight Box	7. Floor Waste
I.O.	Inspection Opening	C.I.B.	Cast Iron	8. Shower
			Inspection Box	9.

