

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT	
co-agent		
vendor	Thi Ngoc Hanh Nguyen 1/100 Ford Street IVANHOE VIC 3068	
vendor's solicitor	Greenland Law & Conveyancing 1562 Marsden Park Road LOOMBERAH NSW 2340	Phone: 0438 518 715 Email: rgreenland@greenlandlaw.com.au Ref: RHG:25172
date for completion	28 th day after the contract date	(clause 15)
land (address, plan details and title reference)	4 Burnside Avenue EAST TAMWORTH NSW 2340 Registered Plan: Lot 2 in Deposited Plan 25785 Folio Identifier: 2/25785	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" 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 type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> other: smoke alarm	
exclusions		
purchaser	Duc Hieu Bui & Hoang Oanh Bui 1 Addison Place SEABROOK VIC 3028	
Purchaser's solicitor	Sutton Lawrence King Lawyers Level 3, 405 Collins Street MELBOURNE VIC 3000	Phone: 03 9070 9810 Email: support@home-in.com.au
price	\$550,000.00	
deposit	\$55,000.00	
balance	\$495,000.00	(10% of the price, unless otherwise stated)
contract date		

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

Where there is more than one purchaser **X** JOINT TENANTS

tenants in common in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$ buyer's agent

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

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SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4) PEXA **Manual transaction** (clause 30) NO
 yes

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

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

Land tax is adjustable NO yes

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

If “yes”, the GST inclusive market value of the non-monetary consideration: \$ Other
details (including those required by regulation or the ATO forms):

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List of Documents

General

- 1 property certificate for the land
- 2 plan of the land
- 3 unregistered plan of the land
- 4 plan of land to be subdivided
- 5 document that is to be lodged with a relevant plan
- 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- 7 additional information included in that certificate under section 10.7(5)
- 8 sewerage infrastructure location diagram (service location diagram)
- 9 sewer lines location diagram (sewerage service diagram)
- 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- 11 *planning agreement*
- 12 section 88G certificate (positive covenant)
- 13 survey report
- 14 building information certificate or building certificate given under *legislation*
- 15 occupation certificate
- 16 lease (with every relevant memorandum or variation)
- 17 other document relevant to tenancies
- 18 licence benefiting the land
- 19 old system document
- 20 Crown purchase statement of account
- 21 building management statement
- 22 form of requisitions
- 23 *clearance certificate*
- 24 land tax certificate
- Home Building Act 1989**
- 25 insurance certificate
- 26 brochure or warning
- 27 evidence of alternative indemnity cover
- Swimming Pools Act 1992**
- 28 certificate of compliance
- 29 evidence of registration
- 30 relevant occupation certificate
- 31 certificate of non-compliance
- 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

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

Other

- 60

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

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IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Burnside Avenue EAST TAMWORTH NSW

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.
- 2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
- 3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
- 4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

- 1 Definitions (a term in italics is a defined term)** 1.1 In this contract, these terms (in any form) mean –
- | | |
|--|---|
| <p><i>adjustment date</i> completion;</p> <p><i>adjustment figures</i> 14;</p> <p><i>bank</i></p> <p><i>business day</i></p> <p><i>cheque</i></p> <p><i>completion time</i></p> <p><i>rules</i></p> <p><i>deposit-bond</i></p> | <p>the earlier of the giving of possession to the purchaser or details of the adjustments to be made to the price under clause</p> <p><i>authorised Subscriber</i> a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;</p> <p>the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;</p> <p>any day except a bank or public holiday throughout NSW or a Saturday or Sunday;</p> <p>a cheque that is not postdated or stale;</p> <p>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;</p> <p>the time of day at which completion is to occur; <i>conveyancing</i></p> <p>the rules made under s12E of the Real Property Act 1900;</p> <p>a deposit bond or guarantee with each of the following approved by the vendor –</p> |
|--|---|

	<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</i> ' <i>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> ;

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<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 –

- issued by a *bank* and drawn on itself; or
- if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;

- solicitor* in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice served by the *party*;
- TA Act* Taxation Administration Act 1953;
- terminate* terminate this contract for breach;
- title data* the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
- variation* a variation made under s14-235 of Schedule 1 to the *TA Act*, *within* in relation to a period, at any time before or during the period; and
- work order* a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).
- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President

of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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

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

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

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

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can – 9.1 keep or recover the deposit (to a maximum of 10% of the price);

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

9.2.1 for 12 months after the *termination*; or

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

9.3 sue the purchaser either –

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

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

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

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

- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant – 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price

multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

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

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14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

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

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

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

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

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

23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

• **Adjustments and liability for expenses**

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

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

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

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

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

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

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

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

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

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

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

23.9 However, the purchaser can *rescind* if –

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

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

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

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

• **Notices, certificates and inspections**

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

26 Crown purchase money

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

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7* days after the contract date.
- 27.3 The vendor must apply for consent *within 7* days after *service* of the purchaser's part.

- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* within 7 days after receipt by or service upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 within 42 days after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 within 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered within 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered within that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen within the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.

- 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.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

32

- 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.

Burnside Avenue EAST TAMWORTH NSW

SPECIAL CONDITIONS

33. Agent

- (a) 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 Vendor's 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 including all costs claims and expenses incidental thereto. 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.
- (b) The Vendor warrants that he has not entered into a sole or exclusive agency agreement as at the date of this contract with any other agent other than the agent named on the front page of this contract.

34. Late Completion

Completion shall take place on the day specified on the front page of this contract as "the Completion Date".

- (a) Without prejudice to any other right or remedy of the Vendor against the Purchaser or any other person, if through no fault of the Vendor the Purchaser does not complete on the Completion Date, the Purchaser shall pay to the Vendor in cash on completion an amount being interest calculated on the balance of the purchase price payable hereunder at the rate of eight percent (8%) per annum calculated daily in respect of the period commencing on the day following the Completion Date and ending on completion. The Purchaser shall not be entitled to require the Vendor to complete this contract unless such interest is paid to the Vendor on completion and it is an essential term of this contract that such interest be so paid 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.
- (b) In the event of either party failing to complete this contract by the Completion Date, then the other party shall be entitled at any time after the Completion Date to serve a Notice to Complete making the time for

completion essential. Such a Notice shall require the other party to complete within not less than 14 days from the time and date of the

receipt of such Notice by the other party, and this time period is deemed 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.

35. Death

If any natural person who is a party to this contract dies prior to completion, any other person (whether or not a natural person) being a party to this contract may rescind this contract by notice in writing and thereupon this contract shall be at an end and the provisions of clause 19 shall apply. The same right of rescission shall be available to the legal personal representative of the deceased person. A right of rescission under this clause shall be exercised within 14 days of the right arising.

36. Purchaser acknowledgements

Subject to Section 52A of the Conveyancing Act and the Conveyancing (Sale of Land) Regulation 2022 the Purchaser acknowledges and agrees that:

- (a) The Purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4;
- (b) The Purchaser buys the property relying on the Purchaser's own knowledge, inspection and enquiries and does not rely on any alleged warranties or representations made by or on behalf of the Vendor as to the state of repair or condition of the property or improvements or inclusions;
- (c) Any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any purpose for which any building or improvements which is/are or may be erected on the property can be used are hereby expressly negated; and
- (d) The Purchaser shall take title subject to all existing water, sewerage, drainage, gas, electricity, plumbing and other installations and services and connections in respect of the property and shall not make any objection thereto on the grounds that any connection passes through any other

property or that any connection to any other property passes though the property hereby sold, nor if any water or sewerage main or any underground or surface stormwater pipe pass through, over or under (or should any sewer, manhole or vent be on) the property hereby sold.

The Purchaser shall not make any requisition, objection or claim for compensation nor be entitled to rescind or terminate this contract arising out of any of the matters covered by this clause.

37. Inclusions

The Purchaser must accept the furnishings and chattels in their present condition and state of repair. The Vendor is not liable for any loss (other than loss due to the act or default of the Vendor), mechanical breakdown or fair wear and tear in respect of such items occurring after the date of this contract.

38. Amendments to Printed Conditions

This contract shall be amended as follows:

- (a) Clause 7.1.1 – to be deleted and the words “any amount is claimed” inserted in lieu thereof.

39. Electronic conveyancing

- (a) This contract may be executed in more than one counterpart and by email. Neither party shall require the other to supply them with a contract bearing the original signature of another party hereto.
- (b) An executed counterpart sent by email to a party is deemed to be a validly executed counterpart as if it were the original.
- (c) Pursuant to Section 8(1)(b) of the Electronic Transactions Act 2000 (NSW), the parties agree to receive this contract and associated information by electronic means and to provide information by electronic means if requested and the parties agree that any email versions of the signed and scanned contract shall be binding as if the original had been signed and received by the parties.

40. Deposit by Instalments

This clause applies if the deposit is agreed to be paid by instalments.

Notwithstanding clause 2.2, the Purchaser shall pay the total 10% deposit as specified on the front page of this contract in the amounts and upon the dates as follows:

- (a) 5% upon the date of this contract; and
- (b) 5% upon the first to occur of:
 - (i) Completion of this contract; and
 - (ii) The date upon which the Vendor terminates this contract due to default by the Purchaser.

Notwithstanding clause 2.2, the Purchaser shall pay the instalment of the deposit payable upon completion by bank cheque or if completion is to occur in the

Electronic Workspace then by payment of the deposit instalment electronically. As provided for in clause 2.3, time is essential in the due payment of this instalment of the deposit.

The Purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and, in particular, from the Agent or any representative of the Vendor), the deposit payable pursuant to this contract is equivalent to 10% of the purchase price to secure the Purchaser's obligations pursuant to this contract.

41. Foreign Purchaser

The Purchaser warrants:

- (a) That the Purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or
- (b) That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised in writing that the treasurer has no objection to the acquisition of the property by the Purchaser.

42. Requisitions

Notwithstanding clause 5 of this contract, other than a requisition that is not contained within the form attached, the form of requisitions on title annexed to this contract shall be deemed to be the only requisitions made by the Purchaser

of the Vendor which are deemed to have been served as at the date of this contract.

43. Residential Tenancy Agreement

The Purchaser acknowledges and agrees that the property is being sold subject to the existing tenancy in accordance with the Residential Tenancy Agreement annexed to the Contract. In the event the tenant vacates the property prior to the completion date, the Purchaser shall not make any requisition, objection or claim for compensation nor be entitled to rescind or terminate this contract arising out of any of the matters covered by this clause.

44. Whole agreement

Both parties acknowledge and agree that the provisions of this contract comprise the whole of the agreement between the parties and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.



LAND REGISTRY SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 2/25785 -----

SEARCH DATE	TIME	EDITION NO	DATE
12:16 PM	6	2/9/2018	24/11/2025

LAND --- LOT 2 IN DEPOSITED PLAN 25785 AT TAMWORTH LOCAL
 GOVERNMENT AREA TAMWORTH REGIONAL PARISH OF TAMWORTH COUNTY OF INGLIS
 TITLE DIAGRAM DP25785

FIRST SCHEDULE ----- THI NGOC HANH NGUYEN
 (T AA128382)

SECOND SCHEDULE (3 NOTIFICATIONS) ----- 1 LAND EXCLUDES
 MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE
 CROWN - SEE CROWN GRANT(S) 2 J187836 COVENANT 3 AK817036 MORTGAGE
 TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS -----

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

*** Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title.**

Warning: the information appearing under notations has not been formally recorded in the Register.

Hazlett Information Services hereby certifies that the information contained in this document has been provided electronically by the Registrar-General in accordance with Section 96B(2) of the Real Property Act 1900.

Date and Time of Search: Mon Nov 24 12:16:13 2025

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0.6.52182

Vol. 6762 Fols. 54, 55, 756
Vol. 6763 Fols. 39, 40, 38.

Municipality of City of Tamworth
Shire of

PLAN

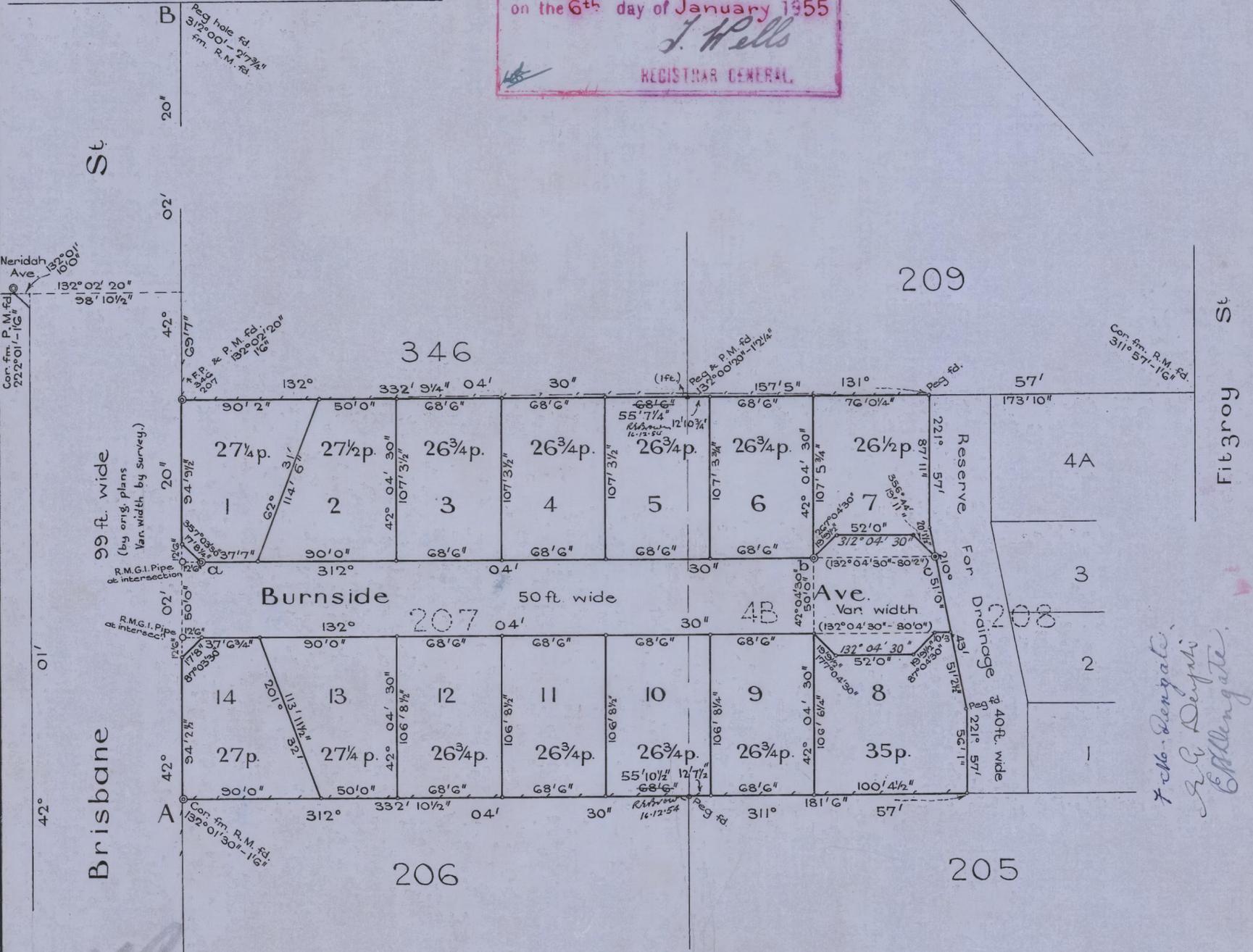
6164981 of a subdivision of Portion 207 and Lot 4B being part of Portion 208
in plan lodged with Tsfr. No. F953367 being part of Portion 208

PARISH OF TAMWORTH COUNTY OF INGLIS

Scale 60 feet to an inch

This is the plan numbered & recorded as
DEPOSITED PLAN No. 25785
on the 6th day of January 1955
J. Wells
REGISTRAR GENERAL.

M.M.



Note:-

It is intended to Dedicate to the Public Burnside Avenue and the splayed corners as shown hereon.

The dedication of the roads as shown is acceptable to the Council

Kenny J. Hanley Mayor
Ed Williams Council Clerk

Permanent Marks

- a 42° 04' 1'6" fm. Conc. Block
- b 42° 04' 1'6" fm. Conc. Block
- c 103° 50' 3'2" fm. Conc. Block

I, **Russell Edward Brown** of Tamworth a Surveyor registered under the Surveyor's Act, 1929, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 (1) by me (2) under my supervision, the character and extent of which was as required by the Survey Practice Regulations, 1933, and was completed on 16th August, 1954, and the reference marks have been placed as shown hereon.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900

(Signature) *R. Brown*
Surveyor registered under the Surveyors Act, 1929.

Approved by Council & Covered by Council Clerk's Certificate

No. 1954/27 of 17th Sept. 1954
Ed Williams
Council Clerk.

Subscribed and declared before me at Sydney Tamworth
this 19th day of August A.D. 1954

O. Conroy
J.P.

Date of Survey August, 1954

Datum line of Azimuth A-B.

*Strike out either (1) or (2). †Insert date of Survey.

0.6.52182

0.6.52182

0.6.52182



CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DPI 25785

FEET	INCHES	METRES
1	-	0.305
1	2 1/4	0.362
1	6	0.457
2	7 3/4	0.806
3	2	0.965
6	-	1.829
9	-	2.743
10	-	3.048
10	3	3.124
12	6	3.810
12	7 1/2	3.848
12	10 3/4	3.931
17	8	5.385
17	8 1/4	5.391
19	9 1/2	6.033
19	11	6.071
19	11 5/8	6.086
20	1 1/2	6.134
37	6 3/4	11.449
37	7	11.455
40	-	12.192
50	-	15.240
51	-	15.545
51	2 1/2	15.608
52	-	15.850
55	7 1/4	16.948
55	10 1/2	17.031
56	1	17.094
68	6	20.879
69	7	21.209
76	0 1/4	23.171
80	-	24.384
80	2	24.435
87	11	26.797
90	-	27.432
90	2	27.483
94	2 1/2	28.715
94	9 1/2	28.893
98	10 1/2	30.137
99	-	30.175
100	4 1/2	30.594
106	6 1/4	32.468
106	8 1/4	32.518
106	8 1/2	32.525
107	3 1/2	32.703
107	3 3/4	32.709
107	5 3/4	32.760
113	11 1/2	34.735
114	6	34.900
157	5	47.981
173	10	52.984
181	6	55.321
332	9 1/4	101.429

AC RD P SQ M

- -	26 1/2	670.3
- -	26 3/4	676.6
- -	27	682.9
- -	27 1/4	689.2
- -	27 1/2	695.6
- -	35	885.2

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. No. **J 187836**



es:— E s. d.
 Lodgment
 Endorsement 2/10
 Certificate

New South Wales
MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

I, WE, EDGAR GEORGE DENGATE of Tamworth, Builder, and
FLORENCE MARY DENGATE his wife, and **EDGAR NORMAN DENGATE** of Tamworth,
 Builder

(herein called transferor)

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **ONE THOUSAND SEVEN HUNDRED AND SEVENTY NINE POUNDS FIVE SHILLINGS** (£779:5:0) (the receipt whereof is hereby acknowledged) paid to us by **THOMAS ALFRED DAVIES** and **NORMA NIVISON DAVIES**

do hereby transfer to

THOMAS ALFRED DAVIES OF TAMWORTH, SOLICITOR, AND NORMA NIVISON DAVIES
HIS WIFE AS JOINT TENANTS

(herein called transferee)

ALL SUCH OUR Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Inglis ✓	Tamworth ✓	part ✓	6762 ✓	54 ✓ 55 ✓ 56 ✓	Lots 2 and 3 in D.P. No. 25785 ✓

(Trusts must not be disclosed in the transfer.)
 Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

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

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

c The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being Lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol. "

Where the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

C.P. Partly cancelled.

6x
 25/10
 25/10/07

N 85540

And the transferees covenant^d with the transferors their Assigns Executors and Administrators:

^d Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

(a) The Transferees covenant with the Transferors for the benefit of the residue of the land comprised in Certificates of Title Volume 6762 Folios 54, 55 and 56 and Volume 6763 Folios 38, 39 and 40, that the Transferees will not erect or permit to be erected on the land hereby sold any dwelling house (which is the first dwelling house to be erected after the date of this instrument) with a roof of any material other than of tiles or such other material as may be approved by the said EDGAR GEORGE DENGATE.

AND for the purpose of complying with the provisions of Section 88 of the Conveyancing Act 1919-1943 IT IS HEREBY AGREED AND DECLARED by and between the Transferors and Transferees as follows:-

- (a) The land to which the benefit of the above-mentioned restrictions is appurtenant is the land comprised in the adjoining lots of the said Deposited Plan.
- (b) The land which is the subject of the burden of the abovementioned restrictions is the land hereby transferred.
- (c) The abovementioned restrictions may be released varied or modified by the Transferors their executors and/or administrators.

ENCUMBRANCES, &c., REFERRED TO.

Reservations and conditions in original grant ✓

* A very short note will suffice.

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

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witnesses should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before
(i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent); (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at Tamworth
Signed in my presence by the transferors
ARE
WHO ARE PERSONALLY KNOWN TO ME
E. J. C. Long
Solicitor
Tamworth

the twenty eighth day of September 1962.
H. G. Dwyer
Transferor
Thomas de Dwyer
Transferor.*
C. M. Lengate
Transferor

Signed in my presence by the transferee
are
WHO ARE PERSONALLY KNOWN TO ME
H. H. Davis
Transferee(s)

WE
† Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.
H. H. Davis
H. H. Davis
Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at _____ the _____ day of _____ 19____
Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

to be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damage recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

No. **J 187836**

LODGED BY _____

FEES.
 The Fees, which are payable on lodgment, are as follows:—

(a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.

(c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____	} Received Docs. Nos. Receiving Clerk.
2 _____	
3 _____	
4 _____	
5 _____	
6 _____	

PARTIAL DISCHARGE OF MORTGAGE.¹
 (N.B.—Before execution read marginal note.)

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

¹ This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

_____ who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
	<i>Covenant</i>
Checked by	Particulars entered in Register Book, Volume <i>6762</i> Folio <i>54, 55 & 56</i> M.P.D.
Passed (in S.D.B.) by	<i>[Signature]</i> the <i>19th</i> day of <i>December</i> 19 <i>62</i> at
Signed by	<i>10</i> minutes past <i>12</i> o'clock in the <i>After</i> noon. <i>[Signature]</i> Registrar

PROGRESS RECORD

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>[Signature]</i>	<i>20/11</i>
Draft examined	<i>[Signature]</i>	<i>20/11/62</i>
Diagram prepared	<i>[Signature]</i>	<i>3-12-62</i>
Diagram examined	<i>[Signature]</i>	<i>4/12/62</i>
Draft forwarded	<i>[Signature]</i>	<i>27/11/62</i>
Supt. of Engrossers		
Cancellation Clerk	<i>[Signature]</i>	<i>17-1</i>

Vol. **8420** Fol. **157**

Certificate No: PC2026-1420
Date: 24 November 2025
Applicants Ref: RHG:25172

PLANNING CERTIFICATE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

Applicant:

Greenland Law & Conveyancing
1562 Marsden Park Road
LOOMBERAH NSW 2340

Owner (as recorded by Council):

Ms TNH Nguyen
C/- Tamworth Property Co
237 Peel Street
TAMWORTH NSW 2340

Land: 4 Burnside Avenue EAST TAMWORTH NSW 2340
Lot 2 DP 25785

This certificate is provided pursuant to Section 10.7(2) of the Act. At the date of this certificate, the subject land is affected by the following matters.

Names of relevant planning instruments and development control plans

Note: Current environmental planning instruments (State environmental planning policies, regional environmental plans and local environmental plans) may be viewed at the NSW Government legislation website – www.legislation.nsw.gov.au.

Names of relevant State Environmental Planning Policies

1. State Environmental Planning Policy (Sustainability Buildings) 2022
2. State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
3. State Environmental Planning Policy (Housing) 2021
4. State Environmental Planning Policy No. 65 – Design Quality of Residential Apartment Development
5. State Environmental Planning Policy (Biodiversity and Conservation) 2021
6. State Environmental Planning Policy (Industry and Employment) 2021
7. State Environmental Planning Policy (Planning Systems) 2021
8. State Environmental Planning Policy (Primary Production) 2021
9. State Environmental Planning Policy (Resilience and Hazards) 2021
10. State Environmental Planning Policy (Resources and Energy) 2021
11. State Environmental Planning Policy (Transport and Infrastructure) 2021
12. State Environmental Planning Policy (Precincts—Regional) 2021

Local Environmental Plan

13. Tamworth Regional Local Environmental Plan 2010

Development Control Plans

14. Tamworth Regional Development Control Plan 2010.

Zoning and land use under relevant LEPs

15. The subject land is affected by the Tamworth Regional Local Environmental Plan 2010. Under this plan, the land is zoned –

R1 General Residential

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2 Permitted without consent

Home-based child care; Home occupations; Moorings; Roads.

3 Permitted with consent

Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Hostels; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4.

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Local distribution premises; Marinas; Mooring pens; Mortuaries; Open cut mining; Passenger transport facilities; Pubs; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Wharf or boating facilities; Wholesale supplies.

Additional permitted uses

16. The land is not subject to additional permissible uses under Schedule 1 of the Tamworth Regional Local Environmental Plan 2010.

Development standards for the erection of a dwelling house

17. There are no development standards that apply to the land with fixed minimum land dimensions for the erection of a dwelling house.

Biodiversity Conservation Act 2016

18. The land is not identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

Heritage Conservation Area

19. The land is not identified in the Tamworth Regional Local Environmental Plan 2010 as being located in a heritage conservation area.

Environmental Heritage Item

20. No environmental planning instrument identifies an item of environmental heritage on the land.

Contributions Plan

21. The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

- Tamworth Regional Council Section 94 (Direct) Development Contributions Plan 2013 applies to the land.
- Tamworth Regional Council Section 94 (Indirect) Development Contributions Plan 2013 applies to the land.

22. The land is not land in a special contributions area under the Act, Division 7.1.

Complying Development

23. Complying Development may be carried out on the land under the following codes contained within the State Environmental Planning Policy (Exempt & Complying Development Codes) 2008:

- Part 3 - Housing Code
- Part 3B - Low Rise Housing Diversity Code
- Part 3C - Greenfield Housing Code
- Part 3D - Inland Code
- Part 4 - Housing Alterations Code
- Part 4A - General Development Code
- Part 5 –Industrial and Business Alterations Code
- Part 5A - Industrial and Business Buildings Code
- Part 5B - Container Recycling Facilities Code
- Part 6 - Subdivisions Code

- Part 7 - Demolition Code
- Part 8 - Fire Safety Code
- Part 9 – Agritourism and Farm Stay Accommodation Code

If complying development may not be carried on the land under the above codes, it is because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3), and (4), 1.18(1)(c3) and 1.19 of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Council does not have sufficient information to ascertain the reason why complying development may not be carried out under the Policy. Contact Councils Development Hub on development@tamworth.nsw.gov.au for any enquiries relating to the reason why complying development may not be carried out on the land.

Exempt development

24. Exempt Development may be carried out on the land under the following codes contained within Part 2 of the State Environmental Planning Policy (Exempt & Complying Development Codes) 2008:

- Division 1 - General Exempt Development Code
- Division 2 - Advertising and Signage Exempt Development Code
- Division 3 - Temporary Uses and Structures Exempt Development Code

Affected building notices and building product rectifications orders

25. Council is not aware of any affected building notice is in force on the land.

26. Council is not aware of any building product rectification order is in force on the land that has not been fully complied with.

27. Council is not aware of any notice of intention to make a building product rectification order on the land which is outstanding.

Note: In this section, 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.

Land reserved for acquisition

28. The land is not subject to acquisition by a public authority under any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument, as referred to in Section 3.15 of the Act.

Road widening and road realignment

29. The subject land is not affected by any road widening or realignment proposal under either Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of Council.

Flood related development control information

30. The land is not within the mapped flood planning area (FPA) or overland flow. Flood related development controls do not apply to this land. However, the land may be subject to flooding in events not include in the identification of the FPA.

Council and other public authority policies on hazard risk restrictions

31. The land is not affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, (other than flooding).

Note: 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.

Note: The land to which this certificate relates is not subject to the matters identified by Section 59(2) of the Contaminated Land Management Act 1997. You should carry out your own investigations to determine if the site forms part of the list of NSW contaminated sites notified to the NSW Environment Protection Agency. Further investigations by others may be required if it is considered the site may be contaminated.

Bushfire Prone Land

32. The land is not identified as “bushfire prone land” on the Bushfire Prone Land Map, certified by the NSW Rural Fire Service on 28 July 2022. Council has not, by resolution, adopted a policy to restrict development on the land in respect to bushfire for that reason.

Information Regarding Loose-Fill Asbestos Insulation

33. Some residential homes located in the Tamworth Regional Council Local Government Area have been identified as containing loose fill asbestos 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 and, if it contains a building constructed prior to 1980, it is strongly recommended that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building’s occupants.

Contact NSW Fair Trading for further information.

Mine subsidence

34. The land has not been proclaimed to be a mine subsidence district within the meaning of Coal Mine Subsidence Compensation Act 2017.

Paper subdivision information

35. a) There is no adopted development plan that applies to this land or that is proposed to be subject to a consent ballot.
b) There is no subdivision order that applies to the land.

Property vegetation plans

36. Council has not been advised that a Property Vegetation Plan under the Native Vegetation Act 2003 applies to the subject land.

Biodiversity stewardship sites

37. Council has not been advised by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act, 2016. Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act, 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act, 2016.

Biodiversity certified land

38. Council has not been advised that the land is biodiversity certified land within the meaning of Part 8 of the Biodiversity Conservation Act, 2016. Note. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995, that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016.

Orders under trees (disputes between neighbours) act 2006

39. No order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

Annual charges under local government act 1993 for coastal protection services that relate to existing coastal protection works

40. Not applicable to the subject land.

Western Sydney aerotropolis

41. Not applicable to the subject land.

Development consent conditions for seniors housing

42. Council is not aware of any current site compatibility certificate that has been issued under Clause 79 of State Environmental Planning Policy (Housing) 2021 in respect of proposed development on the land.

Site Compatibility Certificates and Conditions for Affordable Rental Housing

43. Council is not aware of any valid site compatibility certificate being issued under Part 2 of State Environmental Planning Policy (Housing) 2021 or any former site compatibility certificate being issued under Clause 37 of State Environmental Planning Policy (Affordable Rental Housing) 2009, in respect of development on the land

Special Entertainment Precincts

44. The land is not in a special entertainment precinct within the meaning of the Local Government Act 1993, Section 202B.

Greenland Law & Conveyancing
1562 Marsden Park Road
LOOMBERAH NSW 2340

Dear Sir/Madam

APPLICATION FOR DRAINAGE DIAGRAM

Application No. PC2026-1420
Your Reference. RHG:25172
Location: Lot 2 DP 25785
4 Burnside Avenue EAST TAMWORTH NSW 2340

Please find attached a service plan indicating the location of Council's sewer infrastructure downstream of the point of connection and the drainage plan showing the location of sewer lines on the land upstream of the point of connection to Council's main.

Should you require any further information, please contact Council's Planning & Compliance on 6767 5507.

**Development & Approvals
Tamworth Regional Council**

24 November 2025



LEGEND

-  Manhole
-  Connections
-  Gravity Mains

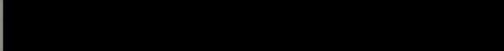
Cadastral Data:
November 2025, Land and Property Information, NSW
Asset Data:
November 2025, Tamworth Regional Council

Disclaimer:
This map has been produced by the GIS and Spatial Services of Tamworth Regional Council using information captured by Tamworth Regional Council and NSW Land and Property Information.
 Tamworth Regional Council accepts no responsibility both in contract or tort (and particularly in negligence) for any errors omissions or inaccuracies whatsoever contained within or arising from these maps.



CITY OF TAMWORTH

PLAN OF SEWERAGE SERVICE



Drainage Plan No. 6225

Situation of Property Lot 2 Burnside Ave.

Detail Sheet No. 33

Fees \$2-50.

REFERENCE:

B.T. Boundary Trap.	G.W.I.P. Galvanised Wrought Iron Pipe.	I.V.P. Induct Vent Pipe.
G.D.T. Gully Disconnecter Trap.	S.G.W.P. Salt Glazed Ware Pipe.	E.V.P. Educt Vent Pipe.
P.O.I. Petrol and Oil Interceptor.	M.H. Manhole.	V.P. Vent Pipe.
D.T. Disconnecter Trap.	C.B. Cleaning Bend.	S.V.P. Soil Vent Pipe.
S.T. Silt Trap.	C.P. Cleaning Pipe.	A.S.V. Anti-Syphonage Vent.
G.I.T. Grease Interceptor Trap.	C.J. Cleaning Junction.	B.V. Back Vent.
C.I.P. Cast Iron Pipes.	V.S. Vertical Shaft.	S.S. Soil Stack.
RED LINES — SEWERS.	BLUE LINES — NEW DRAINS.	BROWN LINES — ALTERATIONS.

SCALE: 40 feet to 1 inch.

Approx. position of sewer junction 58' 0" from M.H. 7B.

Approx depth _____

All drainage and plumbing work must be carried out strictly in accordance with the provisions of the Local Government Act and Ordinances and the requirements of the Council.

This plan is the property of the owner and must be returned to him on completion of the work.

Rain or surface water must not be discharged into the Sewers.

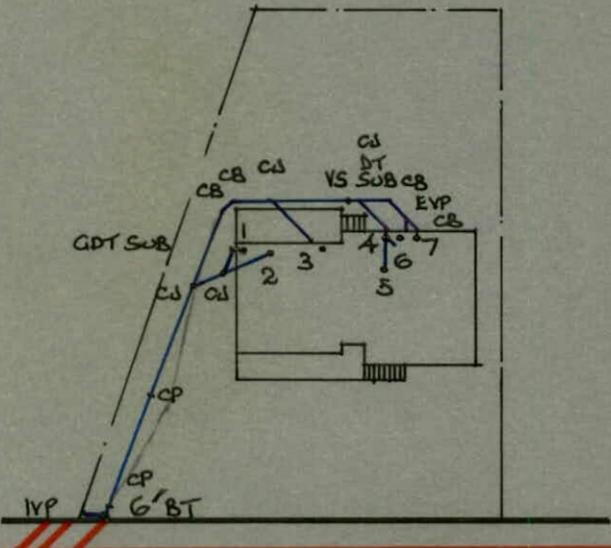
On the satisfactory completion of this work a certificate will be issued by the Council.

Note: Single Pipe Drainage System

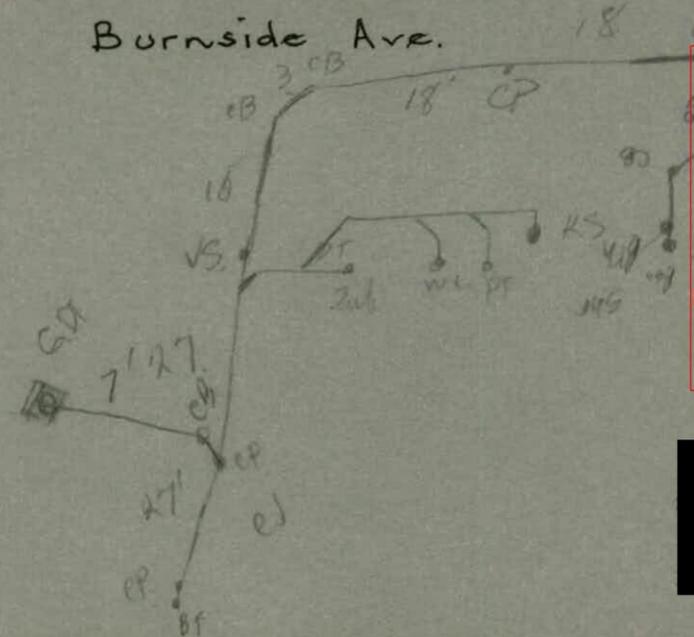
Schedule Of Fittings.

1. Tubs. To sub G.D.T.
2. W.C.
3. Sink. 2" waste to 2" vented stack.
4. Bath. 2" waste to sub D.T.
5. Shower. " " " " "
6. Basin. 1 1/2" " " " "
7. W.C.

Note: Maximum length of waste pipe without backvent is 4' 6" for basin, 6' 6" for other waste fixtures & 6' 0" for W.C.
G.D.T. to be 6" above ground & 6" below floor.



Burnside Ave.



This Document is a copy of records held by Tamworth Regional Council and the recipient should rely on their own quality inspection regarding the internal drainage of the property. Tamworth Regional Council accepts no liability for any third party in contract or in tort for inaccuracy of any kind whatsoever in this document.



**REQUISITIONS ON TITLE
RESIDENTIAL PROPERTY**

Purchaser:

Vendor: Thi Ngoc Hanh Nguyen

Property: 4 Burnside Avenue EAST TAMWORTH NSW 2340

Tenancies and possession

1. Unless the Contract provides otherwise, vacant possession must be given on completion.
2. Is anyone in adverse possession of the property or any part of it?
3. If there is a tenancy or occupancy:
 - (a) What is the nature and terms of it?
 - (b) All relevant documents pertaining to it must be produced and handed over on completion, together with notices of attornment.
 - (c) Are there any existing breaches?
 - (d) All rent must be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If the Rental Bond Board holds any money, the appropriate transfer documentation duly signed should be handed over on completion.
4. If the property is affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenants (Amendment) Act 1948 (NSW)*), please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*, has either the vendor or any predecessor in title or the tenant applied to the NSW Civil and Administrative Tribunal for an order? If so, please provide details of any orders made by the NSW Civil and Administrative Tribunal.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. If there are any proceedings pending or concluded that could result in the recording of any writ on the title to the property or the General Register of Deeds, details must be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. If the inclusions or fixtures are subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in Clause 14.1 of the Contract must be paid up to and including the date of completion.

12. If the vendor is liable to pay land tax or the property is otherwise charged or liable to be charged with land tax:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
-
-

13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and Building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
15. If the vendor is in possession of a survey report and/or a Building Certificate and/or a Final Occupation Certificate and/or Home Warranty Insurance, a copy must be produced for inspection prior to completion and the original(s) handed over on completion.
16. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
18. (a) To whom do the boundary fences belong?
 - (b) If there are any party walls, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement must be assigned to the purchaser on completion.
 - (c) If the vendor is aware of any dispute regarding boundary or dividing fences or party walls, or has received a notice/claim regarding proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*, please provide details.

Affectations/Benefits

19. If the vendor is aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract, please provide details.
20. Is the vendor aware of anything that affects the use of the property that is not immediately apparent to the purchaser on normal inspection?
21. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

Capacity

22. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
23. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then a copy of the registered power of attorney should be produced at least 7 days prior to completion and found in order.

Requisitions and transfer

24. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 25. The purchaser reserves the right to make further requisitions prior to completion.
 26. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.
-

RESIDENTIAL TENANCY AGREEMENT
RESIDENTIAL TENANCIES REGULATION 2010

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 28 / 1 / 2025 at 237 Peel Street, Tamworth 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: Thi Ngoc Hanh Nguyen A.B.N. (if applicable): _____

Landlord telephone number or other contact details: 4burnsideave@gmail.com

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

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

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

Landlord telephone number or other contact details: _____

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/B)

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: Kate Jones

Phone: 0458 257 087 Email: kate.1998.jones@gmail.com

Tenant 2 Name: _____

Phone: _____ Email: _____

Tenant 3 Name: _____

Phone: _____ Email: _____

Tenant 4 Name: _____

Phone: _____ Email: _____

Property Address:

4 Burnside Ave, East Tamworth NSW 2340

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

Licensee O.J. Property Pty Ltd			
Trading as Tamworth Property Co		A.B.N. 39 617 025 546	
Address 237 Peel Street			
TAMWORTH, NSW		Postcode 2340	
Phone 02 6766 1655	Fax	Mobile 0428422235	Email info@propertycotam.com.au

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

Term of agreement

The term of this agreement is:

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

starting on 27 / 3 / 2025 and ending on 26 / 3 / 2026 *[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 4 Burnside Avenue East Tamworth NSW 2340		
Suburb East Tamworth	State NSW	Postcode 2340

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

Double Lock Up 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]*

--

Property Address:

4 Burnside Ave, East Tamworth NSW 2340

Rent

The rent is \$ 430.00 per week payable in advance starting on 27 /3 /2025 .

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 CommBiz at any branch using our bank details below by cash or Electronic Funds Transfer (EFT), or

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

BSB number: 062 000 Account number: 206 88 494

Account name: Tamworth Property Co

Payment reference: 0458257087 , or

(c) by BPAY® in accordance with the biller code and reference number below or as otherwise provided to the tenant for that purpose:

BPAY® Biller Code: Reference Number:

(d) 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 \$1,360.00 must be paid by the tenant on signing this agreement.

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

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.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 (2 x Adults) persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrical repairs: Steeps Electrical (Bill) Telephone: 0415 663 592

Plumbing repairs: Moss Plumbing (Ashley) Telephone: 0401 618 865

Other repairs: Northwest Locksmiths Telephone: 6766 6188

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.

Property Address:

4 Burnside Ave, East Tamworth NSW 2340



Smoke alarms

Hardwired smoke alarm

Battery operated smoke alarm

No

No

No

Property Address:

4 Burnside Ave, East Tamworth NSW 2340



Strata by-laws

Property Address:

4 Burnside Ave, East Tamworth NSW 2340

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

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? If yes, see clauses 28 and 39.

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

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

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No

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.]

Does the landlord give express consent to the electronic service of notices and documents? Yes No

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

Does the tenant give express consent to the electronic service of notices and documents? Yes No

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

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

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019 apply to this agreement. Both the landlord and the tenant

Property Address:



Landlord

If yes, see clause 50.

Tenant

If yes, see clause 50.

Condition report

given to the tenant for signing. **Tenancy**

laws

must comply with these laws.

Property Address:

4 Burnside Ave, East Tamworth NSW 2340

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:**
 - to pay rent on time, and
 - to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 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.
 - 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.
 - 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.
 - not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 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.
 - not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
 - to make a rent receipt available for collection by the tenant or to post it to the residential premises 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
 - 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.

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

- 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 are compulsorily appropriated or acquired by an authority.

CHARGES

10 The landlord agrees to pay:

- 10.1 the cost of water, gas, electricity, sewerage, and other services separately metered, and
- 10.2 the cost of water, gas, electricity, sewerage, and other services under a Regulation 2019 tenancy, and
- 10.3 the cost of water, gas, electricity, sewerage, and other services under a residential premises tenancy, and
- 10.4 the cost of water, gas, electricity, sewerage, and other services under a residential premises tenancy, and
- 10.5 the cost of water, gas, electricity, sewerage, and other services under a residential premises tenancy, and
- 10.6 the cost of water, gas, electricity, sewerage, and other services under a residential premises tenancy, and
- 10.7 the cost of water, gas, electricity, sewerage, and other services under a residential premises tenancy, and
- 10.8 the cost of water, gas, electricity, sewerage, and other services under a residential premises tenancy, and

The landlord and the tenant agree that the rent abates if the

- 3.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 3.2 are compulsorily appropriated or acquired by an authority.

3.3 cease to be lawfully usable as a residence, or are compulsorily appropriated or acquired by an authority.

The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

4. The landlord agrees: PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER

4.1 rates, taxes or charges payable under any Act (other than Regulation 2019) and charges payable by the tenant under this agreement), and

4.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

paid, and all charges for the supply of electricity, non-bottled gas or

4.3 oil to the tenant at the residential premises that are not

4.4

and

4.5

4.6

4.7

4.8

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*

the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the

all charges (other than water usage charges) in connection with a water supply service to separately metered

all charges in connection with a water supply service to residential premises that are not separately metered, and 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

all service availability charges, however described, for the

RENT INCREASES 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

5.

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.

amount equivalent to any rebate received by the landlord for water usage charges payable or paid by the tenant

POSSESSION OF THE PREMISES

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

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

for the supply or hire of gas bottles at the start of the

all charges for pumping out a septic system used for the residential premises, and

any excess garbage charges relating to the tenant's use of the residential premises, and

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

11.5.1 are separately metered, or

11.5.2 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*.

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

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

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

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

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

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

USE OF THE PREMISES BY TENANT

16 The tenant agrees:

16.1 not to use the residential premises, or cause or permit the

16.2

16.3

16.4

16.5

17

17.1

17.2

17.3

17.4

18

18.1

18.2

13. The landlord agrees to give the tenant the benefit of, or an

14.

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

15.

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

tenancy, and

11.4

11.5

11.6

premises:

premises to be used, for any illegal purpose, and

not to cause or permit a nuisance, and not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and not to intentionally or negligently cause or permit any damage to the residential premises, and not to cause or permit more people to reside in the

12.

residential premises than is permitted by this agreement.

The tenant agrees:

12.1

to keep the residential premises reasonably clean, and to notify the landlord as soon as practicable of any damage to the residential premises, and

and

12.2

that the tenant is responsible to the landlord for any act or

12.3

omission by a person who is lawfully on the residential premises if the person is only permitted on the premises

12.4

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

that it is the tenant's responsibility to replace light globes on the residential premises.

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

to remove all the tenant's goods from the residential premises, and to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the

12.4.3 all showerheads have a maximum flow rate of 9

18.3

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

have adequate ventilation, and

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

have adequate plumbing and drainage, and

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

(a) 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

are in a reasonable state of repair, and with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and

with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and are not liable to collapse because they are rotted or otherwise defective.

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

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

not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises, and

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.

commencement of the tenancy, and to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

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

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

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

long as:

20.1

20.2

20.3

20.4

20.5

20.6

(a)

(b)

(e)

(f)

(c)

(d)

(e)

(f)

(a)

(b)

(i)

(i)

(b)

rail

ngs

: (a)

(b)

(c)

(d)

19.2

19.3

19.4

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

the damage was not caused as a result of a breach of this agreement by the tenant, and the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and the tenant gives the landlord a reasonable opportunity to make the repairs, and the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and the repairs are carried out, where appropriate, by licensed or properly qualified persons, and 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 burst water service, 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, a blocked or broken lavatory system, a serious roof leak, a gas leak, a dangerous electrical fault, flooding or serious flood damage, serious storm or fire damage, a failure or breakdown of the gas, electricity or water supply to the premises, a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering, any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

- 21. The landlord agrees:**
- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
- 22. The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
- 23. The landlord and 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

24.5

twice in any period of a week and must give the tenant at least 48 hours notice each time

23

24.6

LANDLORD'S ACCESS TO THE PREMISES

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

from the tenant

24.7

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

24

24.8

if the Civil and Administrative Tribunal so orders

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

PREMISES

24.9

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

20

The tenant agrees:

months),

20.1

24.10

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)

20.2

permission and

to carry out or assess the need for necessary repairs, if the tenant is given at least 7 days notice each time

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 7 days notice each time

20.3

consent and

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)

20.4

and

to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 2

20.5

to the cost of the fixture, and

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

20.6

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)

21

nature

if the tenant agrees

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

qualified person

must not enter the premises on a Sunday or a public premises to potential purchasers not more than

LOCKS AND SECURITY DEVICES

24.

11 25.

agreement:

24. following circumstances:

25.1 holiday, unless the tenant agrees, and

24.1

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

24.2

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

24.3

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.

24.4

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

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

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

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

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

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

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,

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 notify the landlord of any damage caused by removing any fixture attached by the tenant, and to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

The landlord agrees not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor

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

32. The landlord agrees:

32.1 to provide and maintain locks or other security devices necessary to 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 keep the residential premises reasonably

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

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*~~

secure, and

violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

1080

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.

40

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.

RENTAL BOND

MITIGATION OF LOSS

33.2

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

34.

not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

41

The landlord and the tenant agree that:

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

41 1

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

41 2

41 3

premises, and 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

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.

42

42 1

42 2

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

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

42 3

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the

35.1

rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

35.2

details of the amount claimed, and

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

premises, and

a copy of a completed condition report about the residential premises at the end of the residential tenancy

35.3 agreement.

SMOKE ALARMS

35.4

The landlord agrees to:

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 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms

agreements.

are functioning, and

36.

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 **37.**

The landlord agrees:

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install or replace, or engage a person to install or replace a

37.1 if the name and telephone number or contact details of the removable lithium battery in a smoke alarm in the period of 28 days after the landlord change, to give the tenant notice in writing of the specified by the manufacturer of the smoke alarm, and change within 14 days, and

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42.5

engage an authorised electrician to repair or replace a

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



RESIDENTIAL TENANCY AGREEMENT



Development Act 1989 or the Community Land Management Act

UCC 1713
CIVIL 2220

- 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.

~~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.

44. The landlord and the 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]*

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 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
- 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,
- 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

- 50.1** to only serve any notices and any other documents,
- 50. The landlord and the tenant agree:**
- ~~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 authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and~~
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,

51.2 2 weeks rent if 25% or more but less than 50% of the fixed term has expired

ADDITIONAL TERM - MATERIAL FACTS

[Cross out this clause if not applicable]

The landlord advises the tenant of the existence of the following material fact(s) (as prescribed by the Residential Tenancies Regulation 2010 (NSW)) in relation to the premises:

the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if

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

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

The landlord agrees that the tenant may keep the following animal on the residential premises (specify the breed, size etc):

1 x Outside Dog

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

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 - PETS NOT PERMITTED

[Cross out this clause if not applicable]

Except to the extent that another term of this agreement expressly permits the tenant to do so, the tenant must not keep, or permit to be kept, any animals on the residential premises

51.3 2 weeks rent if 50% or more but less than 75% of the fixed

term has expired,

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION

The landlord and tenant:

52.1 agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated 27/03/2020 (insert a date if the landlord and tenant agree to this clause) forms part of this agreement

52.2

52.3

RESIDENTIAL PREMISES

50

the tenant agrees

50.1

only:

50.2

the right to occupy the residential premises for the purpose

50.3

50.4

obstruction or damage;

50.5

50.6

50.7

appliances;

50.8

50.9

residential premises and to ensure that nothing is done on the residential premises which may expose the owner to

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,

REPORT

and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the 58. 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

acknowledge that the tenant's responses in that condition report form part of this agreement, and

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

(a)

Further to clauses 16 and 17 and subject to any applicable by-law,

(b)

to use the residential premises for residential purposes

(c)

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

53.

of a holiday, without the prior written consent of the

landlord where such consent may be refused in the landlord's absolute discretion; to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances; to put nothing down any sink, toilet or drain likely to cause

54.

to wrap up and place garbage in a suitable container; 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; to take special care of the items let with the residential premises including any furniture, furnishings and

55.

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; to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under

56.

any insurance policy held by the landlord in relation to the

any claims or liability or which might give rise to an insurance claim;

59.10 to notify the landlord promptly of any infectious disease or the

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

59.13 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

59.14 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

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 aeriels 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

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

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

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

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

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

presence of rats, cockroaches, fleas or other pests;

59.11 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;

cost of repair or replacement of any bins that become

damaged, lost or stolen (if not repaired or replaced at the when required or otherwise does not comply with this agreement. cost of the relevant authority) whilst the tenant is in

occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

The tenant agrees:

60.1 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

66. 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

The landlord and the tenant agree that:

any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in **60.**

respect of a breach of this agreement; and

the acceptance of or demand for rent or other money by

the landlord after service of a termination notice for breach

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

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

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM

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

the rent will be increased to
€ [] per [] [] / [] / [] and
to € [] per [] [] / [] / [] or

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

Note: The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating

Note: Generally, 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. This extends to an increase in the rent payable under a residential tenancy agreement on renewal of the agreement as if the increase were an increase during the term of the agreement.

ADDITIONAL TERM – RENT INCREASES DURING THE FIXED TERM

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

the rent will be increased to
€ [] per [] [] / [] / [] and
to € [] per [] [] / [] / [] or

71 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

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

For avoidance of doubt:

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

72 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.

72 Clause 72 2 does not apply.

72 1

72 2

74

74 1

74 2

75

75 1

(a)

(b)

(c)

~~69.~~ Unless otherwise agreed by the landlord and tenant in writing, ~~the tenant agrees:~~

~~69.1~~ 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;

~~69.2~~ 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;

~~69.3~~ to keep the water level above the filter inlet at all times;

~~69.4~~ to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool, equipment, safety gate, access door, fence or barrier;

~~69.5~~ not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or open any safety gate or access door, nor leaving ~~72.~~ any item or object near a pool safety gate, access door,

rent is payable.

72.1

~~69.6~~

(for a fixed term of less than 2 years):

70.

70.1

to any matter that could not have reasonably been discovered on a reasonable inspection of the residential premises; or
to any statement in the condition report about which the tenant makes a written dissenting comment on the copy of the report completed by the tenant and retained by the landlord.

ADDITIONAL TERM — ADDITIONAL TENANTS

If an Additional Tenant Annexure is attached to this agreement:

70.2

that document forms part of this agreement; and
the tenant under this agreement includes each person named in that document as a Tenant.

ADDITIONAL TERM — ADDITIONAL TENANT OBLIGATIONS

The tenant agrees:

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

any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to

the increase.

provide access to the residential premises for any reason, preventing the relevant service from taking place; 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

(for a fixed term of 2 years or more):

carried out by the tenant in or on the residential premises (including, without limitation, creating holes 71. in, or attaching hooks to, fire safety doors); and any fine, penalty or costs of any recovery action

71.1

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;

75.2 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

75.3 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

76. 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]

77. 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.

78. 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

79. 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.

80. 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

81. 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.

82. 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

83. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord. The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

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

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

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

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

landlord and (if appointed) 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, unauthorised access, modification or disclosure.

The landlord and (if appointed) the landlord's agent may also use

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 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

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.

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

ADDITIONAL TERM - ACKNOWLEDGEMENTS

The landlord and tenant each acknowledge that:

- 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;
- the additional terms and conditions may be included in this agreement only if:
 - they do not contravene the *Residential Tenancies Act 2010 (NSW)*, the *Residential Tenancies Regulation 2010 (NSW)* or any other Act; and
 - they are not inconsistent with the standard terms and conditions of this agreement; and

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.

this agreement. incomplete

or out-of-date.

84.

84.1

84.2

(a)

(b)

84.3

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

the common area.

(a)

the common area.

(b) invitees:

(i)

(ii)

Condition 5(a).

(a)

(b)

the common area or any other flat.

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.

DRAFT

- (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 of the owner or occupier of another flat or of any person lawfully using

Special Condition 5 - Behaviour of tenants and invitees

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 tenant must take all reasonable steps to ensure that their

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 without limiting paragraph (b)(i), comply with Special

Special Condition 6 - Children playing on common areas 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:

- in an area designated as a smoking area by the landlord, or
- 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

Special Condition 8 - Preservation of fire safety

windows and doors on the boundary of the flat, including so much as is common area.

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) The tenant must:

- 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; 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); 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; comply with the local council's guidelines for the storage, handling, collection and disposal of waste; 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; 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
- (vii) notify the local council of any loss of, or damage to, bins provided by the local council for 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
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 flat)

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;

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

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

comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

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

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

The tenant must notify the landlord if the tenant changes the

Without limiting Special Condition 15(a), the following changes of

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

a change to the use of the flat for short-term or holiday

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

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

(a) The tenant must:

(i)

(ii)

nappy);

(iii)

(iv)

(b)

(c)

notified

(c)

(a) existing use of the flat.

(b) use must be notified:

(i)

(c)

(i)

letting.

NOTES.

requirements

are allowed by law to occupy the flat.

4. Ending a periodic 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:

- the letting of residential premises, or
- the collection of rents payable for any tenancy of residential premises.

LEMI 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*

rental bond means money paid by the tenant as security to carry

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

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

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 2

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

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

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 useable 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 useable 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 30.

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.

1. Definitions

In this agreement:

- (a)
- (b) premises.

Building Act 1989. out

this agreement.

agreement.

sub-tenant of the tenant.

2.

and 4). restrictions.

3.

days notice.

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

Signed by:
Tania Parker
BF21A2BDF6BF462...

(Signature of landlord/landlord's agent)

27/2/2025 | 09:20 AEDT

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

Signed by:
Tania Parker
BF21A2BDF6BF462...

(Signature of landlord/landlord's agent)

27/2/2025 | 09:20 AEDT

(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]
F7D716599DD4436...

(Signature of tenant)

25/2/2025 | 21:28 AEDT

(Date)

(Signature of tenant)

(Date)

(Signature of tenant)

(Date)

(Signature of tenant)

(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]
F7D716599DD4436...

(Signature of tenant)

25/2/2025 | 21:28 AEDT

(Date)

(Signature of tenant)

(Date)

(Signature of tenant)

(Date)

(Signature of tenant)

(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

ANNEXURE

If applicable, include additional Terms and Conditions below

1. The tenant agrees not to smoke inside the property and to only smoke outside
2. The tenant agrees that any change of locks must be reported to the managing agent together with a copy of the new set of keys.
3. The tenant agrees to contact the Property Co Tamworth in writing (via email) within 48 hours of having dealt with an urgent repair direct with a tradesperson.
4. The tenant understands that there is to be no blu-tack, sticky tape or additional picture hooks to be added to the property unless written permission is granted by the landlord
5. The tenant understands that it is their responsibility to change the battery when required on the smoke alarm and report any faults that occur.
6. The tenant acknowledges that all correspondence will be sent via email to all tenants. Correspondence will include general inspections, water accounts and termination notices.
7. Prohibition against swimming pools
 - A. The tenant is prohibited from installing any pool at the premises.
 - B. Definition of a 'pool' includes any vessel that is deeper than 30cm.
 - C. A breach of this clause, is a substantial breach of the residential tenancy agreement and will be cause for the issuing of a 14 day termination notice.
 - D. Where a pool has been installed in contravention of this, the tenants authorise the landlord to remove the property and dispose of the pool. No objection, claim or demand will be made by the tenant in relation to the removal and destruction of the
8. The tenant understands that they are only to park in the designated parking areas. They are not permitted to park any vehicle on the lawn at any time.

A NINE Y I I D E

keys. pool.

A D I U R N C I D A N I O N H E E R C T T A M W O R T H P R O P E R T Y C O
T A M W O R T H N I C I A I K 2 2 7 4

340

Starting a tenancy

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

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

- is planned to be sold
- is subject to court proceedings where the mortgagee is trying to take possession of the property

Make sure you read this information statement before you sign a residential tenancy agreement. Ask questions if there is anything in the strata scheme.

the agreement that you do not understand.

The landlord or agent **must tell** you if they

Remember, you are committing to a legally binding contract with no cooling-off period. You are aware of any of the following facts. If the property:

want to be certain you understand and agree to what you are signing.

- 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

The landlord or agent must:

- ensure the property is vacant, reasonably property is inspected) 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.

- 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

When renting, you must:

- pay the rent on time
- keep the property reasonably clean and combustibile cladding orders) has been issued regarding external

undamaged and leave it in the same condition it was in when you moved in (fair wear and excepted) for rectification has been lodged regarding

- is part of a building where a development or complying development certificate application has been lodged regarding external combustible cladding
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- 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
- 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. That are different to other properties in the council area

- has a driveway or walkway that others can legally use.

fairtrading.nsw.gov.au

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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 as 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.

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

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(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,

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

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

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- 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.

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.

Checklist

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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

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:

-
-
-
-
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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.

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://www.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](https://www.tenants.org.au)

- 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

[fairtrading.nsw.gov.au](https://www.fairtrading.nsw.gov.au) 13 32 20

Language assistance 13 14 50

(ask for an interpreter in your language)

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