

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Real Estate 185 Lords Place, Orange, NSW 2800	Phone: 02 7903 0753 Ref: Scott Petersen
co-agent		
vendor	Denae Elise Young 7 Wurringulla Place, Orange, NSW 2800	
vendor's solicitor	Rickards Whiteley 65 Sale Street, ORANGE NSW 2800 PO Box 380, Orange NSW 2800	Phone: 02 6361 9532 Email: camilla@rwlaw.com.au Ref: Camilla Davidson
date for completion land (address, plan details and title reference)	42nd day after the contract date 272 Byng Street, Orange, New South Wales 2800 Registered Plan: Lot 1 Plan DP 199038 Folio Identifier 1/199038	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" 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"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> other: air conditioner; garden shed
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	_____ (if not stated, the date this contract was made)

_____	_____	_____
vendor	<div style="border: 1px dashed black; padding: 5px;"> GST AMOUNT (optional) The price includes GST of: \$ </div>	witness
_____	_____	_____
purchaser	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	witness

Choices

- Vendor agrees to accept a *deposit-bond* (clause 3) NO yes
- Nominated *Electronic Lodgment Network (ELN)* (clause 30) PEXA
- Electronic transaction* (clause 30) no YES

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

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

- Land tax is adjustable NO yes
- GST: Taxable supply NO yes in full yes to an extent
- Margin scheme will be used in making the taxable supply NO yes
- This sale is not a taxable supply because (one or more of the following may apply) the sale is:
- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
 - by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
 - GST-free because the sale is the supply of a going concern under section 38-325
 - GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
 - input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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*.
- 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 *servicing* 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 *servicing* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 14 Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
 • the person who owned the land owned no other land;
 • the land was not subject to a special trust or owned by a non-concessional company; and
 • if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
 The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
 • **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* 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 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within* 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve the certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

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

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

31.2 The purchaser must –

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

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

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

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

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

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

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

32 Residential off the plan contract

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

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

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

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

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

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

**ANNEXURE TO CONTRACT FOR THE SALE AND PURCHASE OF LAND
VENDOR: DENAE ELISE YOUNG
PURCHASER:**

Dated:

ADDITIONAL CLAUSES

33. AMENDMENTS TO STANDARD FORM CONTRACT CLAUSES

33.1 The following printed clauses are amended as follows:

33.1.1 **clause 1:** insert the following additional definition:
"*restricted action* means make any objection, requisition, claim for compensation or exercise any right to rescind or terminate this contract or seek to delay completion;"

33.1.2 **clause 14.7:** insert the following at the end of the clause:
"unless either party has obtained a water meter reading from the water supply authority or the vendor or his representative has obtained a reading from the water meter(s) on the property, in which case that reading will be used as the basis for adjustment of water usage between the parties for the period since the last bill issued by the water supply authority".

33.1.3 **clause 25:** this clause is deleted.

34. NOTICE TO COMPLETE

34.1 If a party is entitled to serve a notice to complete, then the party may:

34.1.1 at any time serve a notice requiring completion on a specified date (being not less than 14 days after the date of service of that notice); and

34.1.2 specify a time of day between 11am and 4pm as the time for completion.

34.2 The parties agree that any such notice given by one party to the other shall be reasonable and sufficient as to time if a period of not less than 14 days after the date of service of that notice is allowed for completion.

34.3 The party serving a notice to complete reserves the right to:

34.3.1 withdraw the notice; and

34.3.2 issue further notices to complete.

35. DELAY INTEREST

35.1 If completion does not occur on or before the date for completion, the purchaser must pay to the vendor on completion simple interest calculated daily:

- 35.1.1 at the rate of 8% per annum; and
- 35.1.2 on the balance of the purchase price payable under this contract, in respect of the period from and excluding the date for completion to and including the date of completion.
- 35.2 Clause 35.1 does not apply in respect of any period during which completion has been delayed solely due to the fault of the vendor.
- 35.3 The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that the interest due is paid on completion. Interest payable pursuant to this condition is a genuine pre-estimate of the vendor's loss as a result of the purchaser's failure to complete on or before the date for completion.

36. REAL ESTATE AGENT

- 36.1 The purchaser warrants to the vendor that the purchaser has not been introduced to the property through or by any real estate agent other than the vendor's agent referred to on the front page of this contract (if any). The purchaser indemnifies the vendor against any claim for commission, charges, costs or expenses in relation to the sale of the property caused by a breach of this warranty. The vendor's rights under this clause continue after completion.

37. PRESENT CONDITION

- 37.1 Subject to Section 52A of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*, the purchaser acknowledges that it is purchasing the property as a result of its own inspections and inquiries and in the condition and state of repair as at the date of this contract and subject to any existing water, sewerage (except sewers belonging to a registered sewerage authority), drainage, gas, electricity, telephone and other installations (*Services*) and cannot take any *restricted action* in respect of:
- 37.1.1 the condition, state of repair, dilapidation or infestation (if any) of the property;
- 37.1.2 any latent or patent defect in the property;
- 37.1.3 any environmental hazard or contamination;
- 37.1.4 the nature, location, availability or non-availability of the *Services* or defects in the *Services*;
- 37.1.5 whether or not the property is subject to or has the benefit of any rights or easements in respect of the *Services*;
- 37.1.6 any underground or surface stormwater drain passing through or over the property or any manhole vent on the property;
- 37.1.7 any rainwater downpipe being connected to the sewer;
- 37.1.8 any failure to comply with the *Swimming Pools Act 1992 (NSW)*; or

- 37.1.9 whether or not the property complies with the regulations under the *Environmental Planning and Assessment Act 1979 (NSW)* relating to the installation of smoke alarms.

38. PURCHASER'S WARRANTIES AND ACKNOWLEDGMENTS

- 38.1 The purchaser represents and warrants that:
- 38.1.1 the purchaser has not relied on or been induced to enter into this contract by any representation or warranty, including those concerning the potential or present use or development of the property (made by the vendor, its agent or solicitor);
 - 38.1.2 the purchaser has relied entirely on its own independent investigations and enquiries about the property in entering into this contract; and
 - 38.1.3 the purchaser has obtained its own independent professional advice on the nature of the property and its permitted uses and the purchaser's rights and obligations under this contract;
 - 38.1.4 if the purchaser purports to enter into the contract by serving by facsimile or email transmission a copy of the signed contract, that the copy so served is a full and complete copy of all of the contract pages that were attached to the contract at the time that the purchaser signed the contract; and
 - 38.1.5 the purchaser does not require finance to purchase the property or the purchaser has obtained approval for finance to purchase this property on terms reasonable to the purchaser and the purchaser acknowledges that as a result of making this disclosure the purchaser cannot terminate this contract pursuant to section 134, 135 and 137 of the National Credit Code, being Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth).
- 38.2 The purchaser acknowledges that in entering into this contract the vendor has relied on the warranties given by the purchaser in this clause 38.

39. COUNTERPARTS AND EXCHANGE

- 39.1 The parties agree that:-
- 39.1.1 this Contract may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same Contract;
 - 39.1.2 exchange of contracts may be effected by serving by facsimile or email transmission, a full copy of the original executed counterpart of the Contract; and
 - 39.1.3 if applicable, the parties shall use their best endeavours to serve on each other the originally signed counterparts of the contract as soon as practicable after exchange of contracts pursuant to clause 39.1.2 but failure to so do for any reason does not affect the fact that the contract is validly made on the date that the exchange of counterparts is effected pursuant to clause 39.1.2.

39.2 DOCUSIGN

- 39.2.1 The parties acknowledge and agree that prior to the signing of this Contract both the vendor and the purchaser consented to the Contract being electronically signed using DocuSign;
- 39.2.2 This Contract may be validly created by counterparts electronically signed by each party using DocuSign and shall together be deemed to constitute one and the same instrument;
- 39.2.3 It is agreed that the delivery of a counterpart of the Contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented;
- 39.2. 4 For the avoidance of doubt, no witnessing of a party's signature is required;
- 39.2.5 The parties agree to be bound by copies of this Contract which has been electronically signed using DocuSign in accordance with this clause;
- 39.2.6 The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000, in relation to the execution of this Contract.
- 39.2.7 In this clause 39.2.1, DocuSign means the secure electronic signature technology system operated by DocuSign Inc.

40. SURVEY REPORT

- 40.1 The purchaser acknowledges that the purchaser has inspected the copy Survey Report dated 15 December 2005 attached hereto and accepts title to the property subject to all matters noted therein. No objection requisition or claim for compensation shall be made by the purchaser in respect of any matter noted in such report. The vendor makes no warranty as to the current accuracy or otherwise of the Survey Report or Certificate.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/199038

SEARCH DATE	TIME	EDITION NO	DATE
24/2/2022	3:28 PM	9	2/9/2018

LAND

LOT 1 IN DEPOSITED PLAN 199038
AT ORANGE
LOCAL GOVERNMENT AREA ORANGE
PARISH OF ORANGE COUNTY OF BATHURST
TITLE DIAGRAM DP199038

FIRST SCHEDULE

DENAE ELISE YOUNG (CN AI902765)


SECOND SCHEDULE (3 NOTIFICATIONS)

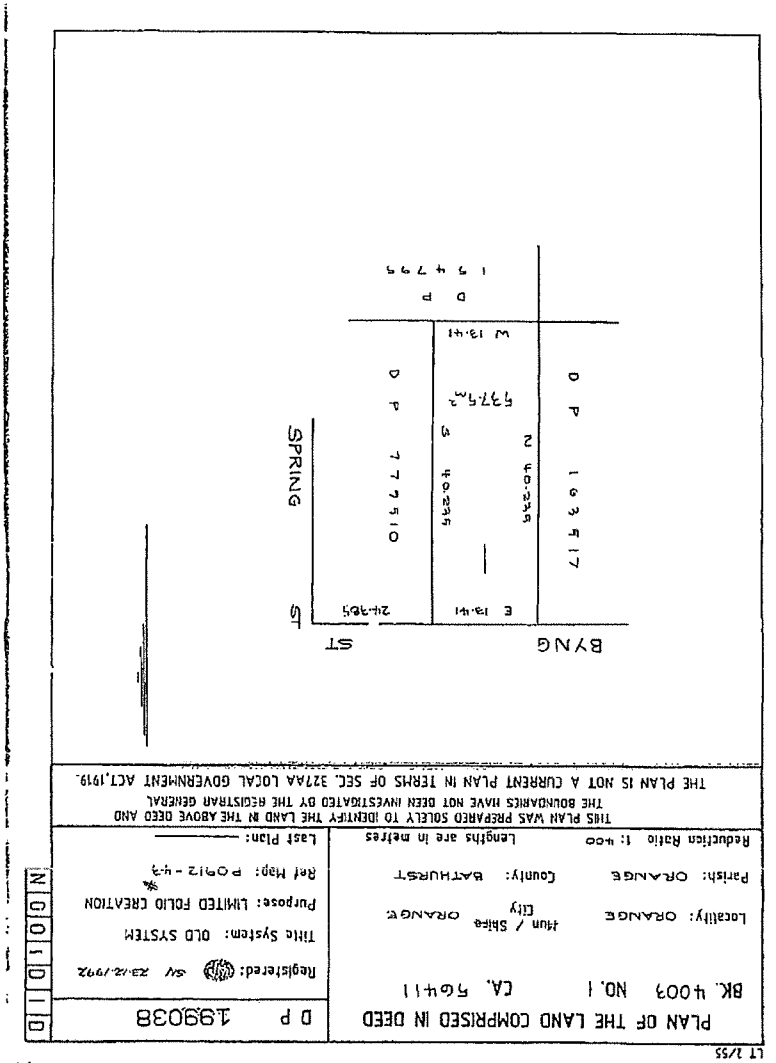
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.
- 3 AK908483 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

 <p>This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 6th January 1993</p>	<p>10 20 30 40 50 60 70 80 90 100 110 120 130 140</p>
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LT 2/55



Civic Centre, Byng Street, Orange
PO Box 35 Orange NSW 2800

**Certificate under section 10.7
Environmental Planning and Assessment Act 1979
(Planning Certificate)**

Certificate No 968/21
Applicant Ref 154560

To InfoTrack
GPO Box 4029
SYDNEY NSW 2001

Assessment No 1936 (PR2040)

Street Address 272 Byng Street, Orange

Property Description Lot 1 DP 199038

Owner Denae Elise YOUNG

Pursuant to section 10.7(2) of the Act, the Council certifies that at the date of this certificate, the matters described below apply to the subject land.

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

Local Environmental Plan

Orange Local Environmental Plan 2011.

State Environmental Planning Policies (SEPPs)

- SEPP No 33 – Hazardous and Offensive Development
- SEPP No 55 – Remediation of Land
- SEPP No 64 – Advertising and Signage
- SEPP No 65 – Design Quality of Residential Flat Development
- SEPP (Building Sustainability Index: BASIX) 2004
- SEPP (Infrastructure) 2007
- SEPP (Mining, Petroleum Production and Extractive Industries) 2007
- SEPP (Miscellaneous Consent Provisions) 2007
- SEPP (Exempt and Complying Development Codes) 2008
- SEPP (State and Regional Development) 2011
- SEPP (Vegetation in Non-Rural Areas) 2017
- SEPP (Educational Establishments and Child Care Facilities) 2017
- SEPP (Concurrences) 2018
- SEPP (Housing) 2021

(2) Name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

There are no draft environmental planning instruments that apply to the subject land.

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

Orange Development Control Plan 2004 – adopted by Council at its meeting of 7 September 2021 and operative from 17 September 2021.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

(a) Identity of Zone

Zone R1 General Residential

(b) Permitted Without Consent

Environmental protection works; home-based child care; home occupations.

(c) Permitted with consent

Attached dwellings; boarding houses; building identification signs; business identification signs; camping grounds; caravan parks; centre-based child care facilities; community facilities; dwelling houses; electricity generating works; environmental facilities; exhibition homes; exhibition villages; group homes; home businesses; home industries; hostels; information and education facilities; kiosks; multi dwelling housing; neighbourhood shops; oyster aquaculture; places of public worship; pond-based aquaculture; recreation areas; recreation facilities (indoor); recreation facilities (outdoor); residential accommodation; residential flat buildings; respite day care centres; roads; semi-detached dwellings; seniors housing; shop top housing; tank-based aquaculture; tourist and visitor accommodation; veterinary hospitals; water supply systems. **Restaurants or cafes - subject to LEP listing 3 of Schedule 1 Additional Permitted Uses.**

(d) Prohibited

Farm stay accommodation; rural workers' dwellings; any other development not specified in item (b) or (c).

(e) Development Standard

The subject land is not affected by any development standard relating to the land's dimensions that does not permit the erection of a dwelling house.

(f) Critical Habitat

The land does not include or comprise critical habitat.

(g) Heritage Conservation Area

The land is located within a Heritage Conservation Area included in Part 2 of Schedule 5 and shown on the Heritage Map of Orange Local Environmental Plan 2011.

(h) Heritage Item

A heritage item as listed in Part 1 of Schedule 5 and shown on the Heritage Map of Orange Local Environmental Plan 2011 is not situated on the land.

Note The above information is subject to the further provisions of the instrument.

3 COMPLYING DEVELOPMENT

The provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* do not prevent complying development under each of the codes for complying development from being carried out on the land.

Notwithstanding this, the land is within a heritage conservation area and development specified for the Housing Code, the Inland Code, the Low Rise Medium Density Housing Code, the Rural Housing Code or the Greenfield Housing Code must not be carried out unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool.

4B ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Not affected.

5 MINES SUBSIDENCE DISTRICT

The land is not proclaimed to be a Mines Subsidence District.

6 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment proposal.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Council has not by resolution or been notified by any public authority that they have adopted a policy to restrict development of the subject land because of the likelihood of landslip, bushfire, subsidence, acid sulphate soils or any other risk from hazards.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

7A(1):

Development on the land or part of the land is not within the flood planning area and is not subject to flood related development controls. (see Flooding Fact Sheet at [Plans and Policies - Orange City Council \(nsw.gov.au\)](#) for further information)

7A(2):

Development on the land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls. (see Flooding Fact Sheet at [Plans and Policies - Orange City Council \(nsw.gov.au\)](#) for further information)

8 LAND RESERVED FOR ACQUISITION

The land is not subject to acquisition by a public authority under an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument.

9 CONTRIBUTIONS PLAN

Orange Development Contributions Plan 2017 was adopted by Council at its meeting of 4 July 2017 and applies to this land.

9A BIODIVERSITY CERTIFIED LAND

Council has not been notified that the land is biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act 2016*.

10 BIODIVERSITY STEWARDSHIP SITES

Council has not been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

10A NATIVE VEGETATION CLEARING SET ASIDES

Council has not been notified that land contains a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11 BUSH FIRE PRONE LAND

The subject land is not bush fire prone land.

12 PROPERTY VEGETATION PLANS

The land is not land to which a property vegetation plan under the *Native Vegetation Act 2003* applies.

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Council has not received notification of an order made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

14 DIRECTION UNDER PART 3A

Council has not received a direction by the Minister in force under section 75P(2)(c1) of the *Environmental Planning and Assessment Act 1979* that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of that Act does not have effect.

15 CONDITIONS FOR SENIORS HOUSING

The land is land to which State Environmental Planning Policy (Housing) 2021 applies.

Council is not aware whether any terms issued under clause 88(2) of that Policy have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

Council is not aware that there is a valid site compatibility certificate issued under State Environmental Planning Policy (Infrastructure) 2007 or State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017 in respect of proposed development on the land.

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

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

18 PAPER SUBDIVISION INFORMATION

Council has not received notice of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

Council has not received notice that a subdivision order applies to the land.

19 SITE VERIFICATION CERTIFICATES

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

20 LOOSE-FILL ASBESTOS INSULATION

Council has not been advised that a residential dwelling erected on this land has been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

Council is not aware that there is an affected building notice in force in respect of the land.

Council is not aware that there is a building rectification order in force in respect of the land.

Council is not aware of any notice of intention to make a building product rectification order in respect of the land.

MATTERS PRESCRIBED BY SECTION 59(2) OF THE *CONTAMINATED LAND MANAGEMENT ACT 1997*

Council has not received notice under the *Contaminated Land Management Act 1997*:

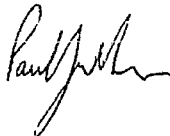
- (a) that the land is significantly contaminated land within the meaning of that Act
- (b) that the land is subject to a management order within the meaning of that Act
- (c) that the land is the subject of an approved voluntary management proposal within the meaning of that Act
- (d) that the land is subject to an ongoing maintenance order within the meaning of that Act
- (e) that the land is the subject of a site audit statement within the meaning of that Act.

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

Date received by Council	23 February 2022	Fee	\$53
Date of certificate	25 February 2022	Receipt number	3380645

David Waddell
CHIEF EXECUTIVE OFFICER

Per



Any request for further information in connection with the above should be marked for the attention of Council's Manager Development Assessments, Mr Paul Johnston - (02) 6393 8260.

For information on matters other than those pertaining to this certificate, contact Council's Customer Service number - (02) 6393 8000.

Some information contained within this certificate has been provided by Land and Property NSW. If that information is vital for the end use, that information should be verified by the applicant for the certificate with Land and Property NSW.

(enclosure: asbestos information fact sheet)

ASBESTOS INFORMATION FACT SHEET (attachment for 10.7 certificates)

Naturally Occurring Asbestos

Some rocks and associated soils in the Orange City Local Government Area naturally contain asbestos minerals. When disturbed, these materials have the potential to release asbestos fibres into the air.

Mapping of these potential deposits has been released by the NSW Government - Trade & Investment NSW. These maps can be found on the SafeWork NSW website - see:
<https://trade.maps.arcgis.com/apps/PublicInformation/index.html?appid=87434b6ec7dd4aba8cb664d8e646fb06>

Orange City Council also has some more detailed information on naturally occurring asbestos - see:

Asbestos Management Plan:

www.orange.nsw.gov.au/wp-content/uploads/2018/08/Asbestos-Management-Plan.pdf

Strategic Policy ST001 – Asbestos Management

www.orange.nsw.gov.au/wp-content/uploads/2018/07/Asbestos-Management-ST001.pdf

Asbestos products in buildings and other infrastructure

Asbestos was commonly used in the manufacture of building products until the mid-1980s, after which it was gradually phased out. Many buildings constructed prior to a total ban on the use of asbestos in 2003 are likely to have asbestos containing materials. Table 1 provides a 'general rule' of the likelihood that a building would contain asbestos materials.

Table 1
General Likelihood of a Building Containing Asbestos
(Source: Office of Local Government - *Model Asbestos Policy for NSW Councils*)

Date of Construction	Likelihood Structure Contains Asbestos
before the mid-1980s	Highly likely to contain asbestos containing materials;
between the mid 1980s and 1990	Likely to contain asbestos containing materials;
between 1990 and 31 December 2003	Unlikely to contain asbestos containing materials;
after 31 December 2003	Very unlikely to contain asbestos containing materials as a total ban on any activity involving asbestos products became effective on that date.

Asbestos contamination resulting from disturbance of either of the above

Contamination may be the result of illegal dumping of asbestos containing materials, from incidents such as building fires or prior uncontrolled placement of asbestos containing materials.

Loose Fill Asbestos Insulation

Finally, it is noted that in the 1960s and 1970s a loose fill asbestos ceiling insulation material was installed in commercial and residential premises by an ACT-based company trading as 'Mr Fluffy'. It is also understood that other companies may have installed similar insulation materials. This product was made of crushed, loose asbestos and was either pumped or spread by hand into the ceiling space. This material may be very easily disturbed, generating airborne asbestos fibres that may cause health risks if inhaled or ingested. Additionally, the material can migrate from the ceiling to other areas of the building, such as walls and subfloor areas.

There is increasing evidence to suggest that this loose fill asbestos insulation material was installed not only in the ACT, but also in many areas of NSW, including Orange. Residents are encouraged to make their own enquiries to determine the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980. Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether or not loose fill asbestos is present in the building and if so, the health risks (if any) this may pose for the building's occupants.

The NSW Government administers the "Loose Fill Asbestos Insulation Register" which lists properties that have been positively identified as containing loose fill asbestos insulation. This register may be accessed by the public using the NSW Fair Trading Website http://www.fairtrading.nsw.gov.au/ftw/Tenants_and_home_owners/Loose_fill_asbestos_insulation/Public_Search/LFAI_Public_Register.page

Additional information regarding the loose fill asbestos insulation may be obtained from NSW Fair Trading on telephone 13 77 88.



ORANGE CITY COUNCIL SEWERAGE DIAGRAM

LOCAL GOVERNMENT (GENERAL) REGULATIONS 2005

Owner : I. LONGMORE File No : P46.1540 PR2040 Plan No. :
 Premises : 272 BYNG STREET LOT/DP No. : 1/199038 Locality : 10. BOWEN

REFERENCE

- | | | | | |
|--------------------|----------------------|---------------------|----------------|-----------------|
| ☒ Inlet Gully Trap | Ⓜ Inspection Opening | ● Sewer Man Hole | 1. W.C. | 5. Bath |
| ☒ Grease Trap | Ⓜ Inspection Chamber | ▭ Absorption Trench | 2. Floor Waste | 6. Kitchen Sink |
| ⊕ Boundary Trap | ○ Educt Vent | ○ Septic Tank | 3. Basin | 7. Laundry Tub |
| ⊕ Inspection Shaft | ○ Induct Vent | | 4. Shower | 8. Urinal |

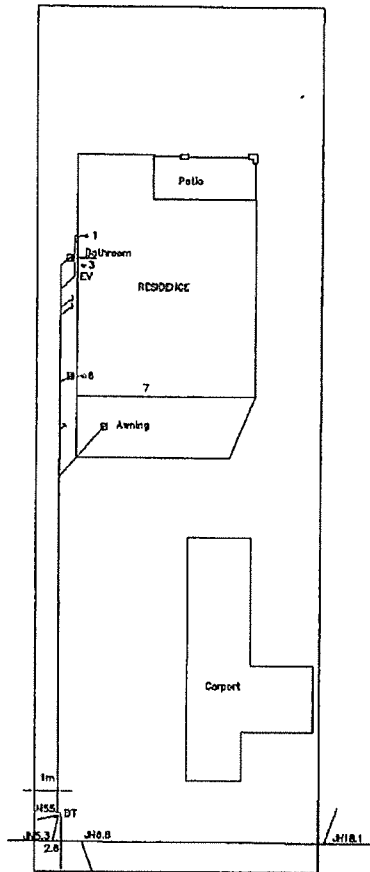
RED LINES: Council Sewer Mains

BLUE LINES: House Drainage Lines

NOTE: Information shown on Orange City Council's plans and records, especially as regards sewer and associated levels is not a guarantee as to the accuracy, correctness or completeness of such information, makes no representations, gives no warranties and accepts no responsibility as to the accuracy, correctness or completeness of any such information, and shall not be liable for any loss or damage occasioned directly or indirectly through the use of or reliance on, the information contained on the plan. Persons excavating must exercise care and will be held responsible for any damage to Council's infrastructure. Only licensed plumbers and drainers are permitted to carry out any plumbing and drainage work. This diagram **MUST NOT** be taken to infer any approvals.



BYNG STREET



Date: 23 MARCH 2004

Scale 1:300

AT

Mark Hodges
 Manager Building and Environment

PLUMBER.....BOOK.....PAGE.....



STERNDALE SERVICES PTY. LIMITED, T/A
JOHN C. DUMBRELL M.L.S. AUST

Registered Surveyor

A.B.N. 41 069 864 982

P.O. Box 728,
(68 McNamara Street),
ORANGE. N.S.W. 2800

Phone: 02 6362 8788 (W)
02 6362 4061 (H)
Mobile 0429 455 391
Fax: 02 6361 8544
Email: dumbrell@netwit.net.au

CONSULTING SURVEYOR, SUBDIVISION DESIGN, CITY & RURAL SUBDIVISION, STRATA & COMMUNITY PLANS

OUR REF:
YOUR REF:

05/070
GB:EB:3873

DATE: 14th December, 2005

SURVEY REPORT

RE: LONGMORE from KIHO & AMIES

54/070 JCD:SD

GBB:EB:3873

14th December, 2005

GRAHAM BILLING & CO,
SOLICITORS
SUITE 10 1st FLOOR
230 SUMMER STREET,
ORANGE 2800

RE: LONGMORE from KIEHO & AMIES

Dear Sir,

As requested by you, I have surveyed the land in Limited Certificate of Title Folio Identifier 1/199038 being Lot 1 D. P.199038 having a frontage of 13.41 metres to Byng Street, Bowen, City of Orange as shown edged red on the sketch opposite.

Upon the land and within the boundaries stand:

1. A permalum clad cottage with galvanised iron roof known as No.272 Byng Street, Bowen.
2. Two galvanised iron carports
3. Two galvanised iron sheds. The positions of these buildings in relation to the Title boundaries are as indicated on the sketch.

The property is partly fenced as shown on the sketch with discrepancies as indicated.

It should be noted that the gutter attached the western wall of the garage standing on adjoining D.P. 779510 overhangs the eastern boundary of the subject land as indicated on the sketch.

The zoning of the land is Urban Residential.

There is to my knowledge no easement affecting the property.

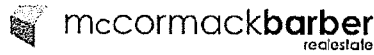
Full Certificate of Title dimensions are available as shown on the sketch.

Subject to the above and with exceptions mentioned and shown on the sketch I am of the opinion that the property is free from further encroachment.

Yours Faithfully,



JOHN DUMBRELL
REGISTERED SURVEYOR.



Standard Form Agreement

Standard form residential tenancy agreement

Schedule 1

Important information

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

- 1 This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms and conditions carefully.
- 2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 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

04 May 2021 at Orange, 2800

between **Jason James Duffy, Stacey Louise Stone and Denae Elise Young**

Landlord

Denae Elise Young
denae33@icloud.com

Tenants

Jason James Duffy
p: +61 404 079 832
e: jduffman3@gmail.com

Stacey Louise Stone
p: +61 421 867 974
e: staceystone997@gmail.com

Landlord's Agent Details

McCormack Barber
184-186 Lords Place, ORANGE NSW 2800
p: +61 263 600 002, e: rentals@mbrealestate.com.au

Tenant's Agent Details

Not Applicable

Term of Agreement

The term of this agreement is -

- 6 months
- 12 months
- 2 years
- 3 years
- 5 years
- Other (please specify) 52 weeks
- Periodic (No End Date)

Starting on the 7th of May 2021 and ending on the 5th of May 2022

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

272 Byng Street, Orange, NSW 2800

The residential premises include:

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

Off street parking

JJ Duffy

Rent

The rent is **\$440.00 per week**, payable in advance starting on the **7th of May 2021**

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(s) by which the rent must be paid:

a. BPAY

Billers code	4481
Customer reference number	0042450064

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 **\$1760.00** 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.

Occupants

No more than **2 person(s)**

No more than 2 person(s) may ordinarily live in the premises at any one time

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrician - Trevor Roberts
Trevor Roberts, Trevor Roberts Electrical
p: 0438 238 070

Plumber - Anything Plumbing
Jeremy Lindfield, Anything Plumbing
p: 0423 619 994

Electrician - Tilstons
Adrian Bond, Tilstons Electrical
p: 02 6362 4249

Plumber - Adam Swain Plumbing
Adam Swain, Adam Swain Plumbing
p: 0449 704 376

Plumber - Terry Board
Terry Board, Terry Board Plumbing
p: 02 6361 7257

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.

Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

Yes No

AMJ S. Dene

Smoke alarms

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

Hardwired smoke alarm

Battery operated smoke alarm

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

Yes No

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

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

Yes No

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

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

Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

Yes No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional]

[Cross out if not applicable]

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

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

Landlord

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

Yes No

If yes, see clauses 50.

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

Email: rentals@mbrealestate.com.au

Tenant

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

Yes No

If yes, see clause 50.

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

Email: jdduffman3@gmail.com, slaceystone997@gmail.com

Condition report

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

Tenancy laws

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

The Agreement

Right to occupy the premises

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

Copy of agreement

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

Rent

3 The tenant agrees:

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

4 The landlord agrees:

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

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

Rent increases

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

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

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

7 The landlord and the tenant agree:

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

Rent reductions

- 8 The landlord and the tenant agree that the rent abates if the residential premises:

- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.

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

Payment of council rates, land tax, water and other charges

10 The landlord agrees to pay:

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

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

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

- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a

- water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.
- 11 The tenant agrees to pay:**
- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
- Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.
- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
- 11.6.1 are separately metered, or
- 11.6.2 are not connected to a water supply service and water is delivered by vehicle.
- Note.** *Separately metered* is defined in the Residential Tenancies Act 2010.
- 12 The landlord agrees that the tenant is not required to pay water usage charges unless:**
- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the
- water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
- 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.
- 13 The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.**
- Possession of the premises**
- 14 The landlord agrees:**
- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.
- Tenant's right to quiet enjoyment**
- 15 The landlord agrees:**
- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.
- Use of the premises by tenant**
- 16 The tenant agrees:**
- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
- 17 The tenant agrees:**
- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the

residential premises, and

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

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

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

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

Landlord's general obligations for residential premises

19. The landlord agrees:

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

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

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

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

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

- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

Urgent repairs

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

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

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

- (a) a burst water service,

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

Sale of the premises

21 The landlord agrees:

- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

23 The landlord and the tenant agree:

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

Landlord's access to the premises

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

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

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

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25 The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

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

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

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

Publishing photographs or visual recordings

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

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

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

Fixtures, Alterations, additions or renovations to the premises

30 The tenant agrees:

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

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

Locks and security devices

32 The landlord agrees:

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

33 The tenant agrees:

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

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

Transfer of tenancy or sub-letting by tenant

35 The landlord and the tenant agree that:

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

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

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



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

Change in details of landlord or landlord's agent

37 The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.
- 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

Initialled by Jason James Duffy the 5th of May 2021		Initialled by Stacey Louise Stone the 5th of May 2021	
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[Cross out if not applicable]

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

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

Mitigation of loss

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

Rental bond

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

41 The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42 The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

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

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

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

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

43 The tenant agrees

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

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

44 The landlord and 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]

Initialed by Jason James
Duffy
the 5th of May 2021

Initialed by Stacey Louise
Stone
the 5th of May 2021

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

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

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

- 46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

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

Loose-fill asbestos insulation

47 The landlord agrees:

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Combustible cladding

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

- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
- 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

Significant health or safety risks

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

Electronic service of notices and other documents

50 The landlord and the tenant agree:

- 50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or

otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

Break fee for fixed term of not more than 3 years

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

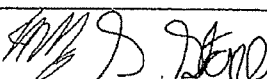
- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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



Additional Terms

Initialed by Jason James
Duffy
the 5th of May 2021

Initialed by Stacey Louise
Stone
the 5th of May 2021

[Additional terms may be included in this agreement if:

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

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

Additional term -- pets

[Cross out this clause if not applicable]

Initialed by Jason James
Duffy
the 5th of May 2021

Initialed by Stacey Louise
Stone
the 5th of May 2021

- 53 The landlord agrees that the tenant may keep the following animal on the residential premises
[specify the breed, size etc]
Dog x 1
- 54 The tenant agrees:
 - 54.1 to supervise and keep the animal within the premises, and
 - 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
 - 54.3 to ensure that the animal is registered and micro-chipped if required under law, and
 - 54.4 to comply with any council requirements.
- 55 The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.
- 56 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

Additional term - Rent increases during the fixed term

- 57 If the details in this clause 57 have been completed, then the parties agree to increase rent during the fixed term of the agreement as follows
57) on ___/___/___, rent is to be increased to \$___ per ___.
- 58 If the details in this clause 58 have been completed, then the parties agree to increase rent during the fixed term of the agreement using the following method: [insert method of calculation]

[For a Fixed Term of less than 2 years]

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 the increase.

[For a Fixed Term of 2 years or more]

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

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 specifies the increased rent or the method of calculating the increase.

Additional term - No set off

- 59 Without the written approval of the landlord, the tenant must not set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord

Additional term - Smoking

- 60 The tenant must not smoke or allow others to smoke in the premises.
- 61 If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.
- 62 If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

Additional term - Tenancy Databases

- 63 The landlord may list the tenant's personal information in a residential tenancy database if:
 - 63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;
 - 63.2 the tenant breached this agreement;
 - 63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and
 - 63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Condition Report

- 64 If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, the parties agree that:
- 64.1 it forms part of this agreement; and
 - 64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.
- 65 If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:
- 65.1 form part of this agreement; and
 - 65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

- 66 the parties agree that the condition report dated ____/____/____ and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

- 67 The tenant must
- 67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;
 - 67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;
 - 67.3 ensure that the premises are free of any pests and vermin; and
 - 67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

Additional term - Telecommunication Facilities

- 68 The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

Additional term - Repairs

- 69 The tenant may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.
- 70 If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

Additional term - Procedure on Termination

- 71 Upon termination of this agreement, the tenant must vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.
- 72 If the tenant fails to comply with clause 71, the tenant must continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:
- 72.1 all the keys, security cards and other opening devices are returned

to the landlord or the landlord's agent; or

- 72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.
- 73 The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.
- 74 The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover
- 74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and
 - 74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

Additional term - Dishonoured Payments

- 75 If any payment by the tenant to the landlord is dishonoured upon presentation to a financial institution, then the tenant is liable to pay a \$20 dishonour fee to the landlord. The tenant must pay the dishonour fee within 7 days' notice from the landlord notifying the tenant of the dishonoured payment.

Additional term - Gardens

- 76 The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. The tenant agrees to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.

Additional term - care of swimming pool

- 77 If there is a swimming pool located on the premises, the tenant must:
- 77.1 keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;
 - 77.2 regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;
 - 77.3 regularly clean the pool filters and empty out the leaf baskets;
 - 77.4 maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;
 - 77.5 maintain the water level above the filter inlet at all times;
 - 77.6 promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;
 - 77.7 ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;
 - 77.8 not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and
 - 77.9 take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.

Additional term - electronic signatures

- 78 Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.
- 79 Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

Additional term - Asbestos

80 The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

Additional term - Consent to publish photographs of residential premises

- 81** The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.
- 82** The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

AM S. Dene

Special Conditions and Terms

Signed by Jason James
Duffy
the 5th of May 2021



Signed by Stacey Louise
Stone
the 5th of May 2021



Short Stay or Holiday Letting

The tenant agrees that they are not permitted to license the property out to other for commercial gain on websites such as AirBnB, Stayz etc.

Keys & Access Devices

The tenant agrees not to change locks or install additional locks throughout the premises without consent of the landlord or the landlords agent. If approved, the tenant is to provide the landlord or the landlords agent with a copy of all keys. The cost to change/install locks is at the tenant expense. All keys, remotes and access devices for the premises must be returned on the date of vacating the property, otherwise additional rent will be due as retaining keys constitutes occupation. Keys not returned will require the locks to be changed at the tenants expense.

Repairs & Service Calls

The tenant agrees that the cost of any service calls or repairs undertaken without prior authorisation by the landlord or the landlords agent, unless deemed urgent as per clause 19. The tenant agrees that all requests for non-urgent repairs must be given to the landlord or the landlords agent in writing or via McCormack Barber MaintenanceTracker website www.mbfix.com.au

Property Maintenance

The tenant agrees: - to maintain the premises in a neat, clean and tidy manner at all times - to clear any blocked drains or toilets caused through own negligence - to take care when cooking and to repair/replace any damage caused by overflowing, cooking splashes and strong aromas - to be responsible for ensuring floors, where applicable, are not scratched or damaged by furniture - that all appliances are regularly cleaned and maintained to ensure correct operation, including dishwasher, rangehood and dryer filters, ovens, stovetops, tastic light covers etc. - to regularly clean and maintain heating and air-conditioning filters and vents. If a fault is found to be caused by blocked filter on such appliances, the tenant agrees to reimburse the landlord the cost incurred for the repair. - to park only in the designated parking space or driveway and refrain from parking on any grassed areas - to remove the garbage bins from the curb side in a timely manner after the council collection

Garage Storage

The tenant agrees that the garage is to house motor vehicles only and the storage of personal possessions is done so at the tenants own risk.

Insurance

The tenant understands that they must rely on their own insurance and that the landlord's insurance will not cover the tenant's possessions in any way. The tenant shall not do or allow anything to be done which would invalidate other insurance on the premises.

Routine Inspections

Inspections will be regularly conducted during the tenancy. The landlord may be present at inspections, either in person or via video link. The tenant agrees to allow the landlord or the landlords agent to take internal property photos or videos during these inspections.

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

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

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

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

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

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

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

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

6. Warning

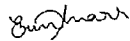
It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

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
Erin Marr
the 5th of May 2021



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.

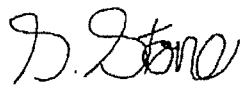
Landlord's agent
Erin Marr
the 5th of May 2021



SIGNED BY THE TENANT

Tenant #1
Jason James Duffy
the 5th of May 2021

Tenant #2
Stacey Louise Stone
the 5th of May 2021



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.

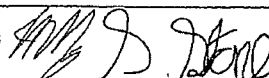
Tenant #1
Jason James Duffy
the 5th of May 2021

Tenant #2
Stacey Louise Stone
the 5th of May 2021



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.



Confirmations

Tenant

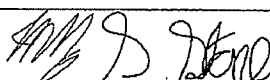
I confirm I am the named tenant on this agreement as identified by documents provided to McCormack Barber. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by Jason James Duffy

Agreed by Stacey Louise Stone

Audit Trail

04 May 2021	The NSW Residential Tenancy documents: NSW Tenant info statement (NSW_tenant_info_statement.pdf), have been sent to Jason James Duffy (jdduffman3@gmail.com), Stacey Louise Stone (staceystone997@gmail.com)	
04 May 2021	Residential Tenancy agreement is sent to Jason James Duffy	120.29.68.125
04 May 2021	Residential Tenancy agreement is sent to Stacey Louise Stone	120.29.68.125
04 May 2021	Viewed by Stacey Louise Stone	49.180.121.157
05 May 2021	Viewed by Jason James Duffy	1.129.104.14
05 May 2021	Jason James Duffy Initialled the by-laws clause	1.129.104.14
05 May 2021	Jason James Duffy Initialled the swimming pool clause	1.129.104.14
05 May 2021	Jason James Duffy Initialled the additional terms	1.129.104.14
05 May 2021	Jason James Duffy Initialled the pets clause	1.129.104.14
05 May 2021	Jason James Duffy Initialled the bottom of each page	1.129.104.14
05 May 2021	Jason James Duffy signed the special conditions and terms	1.129.104.14
05 May 2021	Tenant Jason James Duffy has confirmed their identity	1.129.104.14
05 May 2021	Tenant Jason James Duffy has confirmed their identity	1.129.104.14
05 May 2021	Signed by Jason James Duffy	1.129.104.14
05 May 2021	Jason James Duffy has sent the agreement back to the agent	1.129.104.14
05 May 2021	Viewed by Stacey Louise Stone	49.180.121.157
05 May 2021	Stacey Louise Stone Initialled the by-laws clause	49.180.121.157
05 May 2021	Stacey Louise Stone Initialled the swimming pool clause	49.180.121.157
05 May 2021	Stacey Louise Stone Initialled the additional terms	49.180.121.157
05 May 2021	Stacey Louise Stone Initialled the pets clause	49.180.121.157
05 May 2021	Stacey Louise Stone Initialled the bottom of each page	49.180.121.157
05 May 2021	Stacey Louise Stone signed the special conditions and terms	49.180.121.157
05 May 2021	Tenant Stacey Louise Stone has confirmed their identity	49.180.121.157
05 May 2021	Signed by Stacey Louise Stone	49.180.121.157
05 May 2021	Stacey Louise Stone has sent the agreement back to the agent	49.180.121.157
05 May 2021	All signatures received, Contract is sent back to the agent	49.180.121.157
05 May 2021	Signed by agent Erin Marr	1.157.180.232
05 May 2021	Residential Tenancy agreement has been sent to: jdduffman3@gmail.com, staceystone997@gmail.com, erin.m@mbrealestate.com.au	





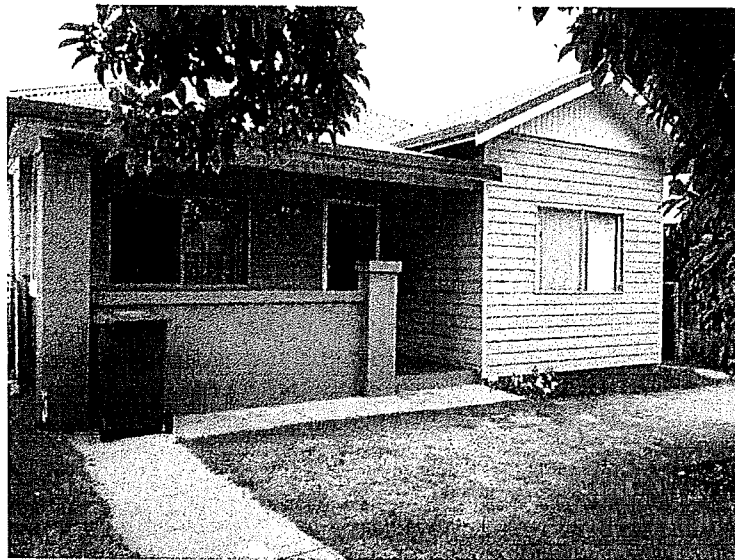
mccormackbarber
realestate

McCormack Barber
184-186 Lords Place
Orange NSW 2800

T: 02 6360 0002
E: rentals@mccormackbarber.com.au

Residential Tenancy Entry Condition Report

272 Byng St, Orange Nsw 2800 Orange, NSW 2800



Report completed on Friday 07/05/2021

Prepared by Alex D'Amico

McCormack Barber

Powered by Inspection Express

How to complete this report

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

Schedule 2: Condition report

Important notes about this report

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

Tenancy Details	
Property Address:	272 Byng St, Orange Nsw 2800 Orange, NSW 2800
Inspecting Agent:	Alex D'Amico
Inspection Date:	Friday 07/05/2021
Tenancy Start Date:	Friday 07/05/2021
Tenant/s:	Jason Duffy; Stacey Stone
Tenant Received Date:	17:31 Friday 07/05/2021
Report Return Date:	21:22 Friday 14/05/2021

Agent section				Tenant section		
Each item has been given a column description of 'clean', 'undamaged', 'working'. Tick each column that applies to the item and make any necessary comments.				If you disagree with the agent's report of an item, make a comment in this section. You should also note anything which seems unsafe or may be an injury risk.		
Entrance Hallway	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant Agrees	Tenant comments <i>Tenant initially reviewed at 19:59 Friday 14/05/2021</i>
Overall				(1 photo, page 9)		
Doors/doorway frames	Y	Y	Y	White Timber door, lock handle, chain lock & stopper intact. Scuffs & chips to door & frames. Back weatherstrip come off. Screen intact, no holes to mesh. White paint to frames. Handle intact. No gas strut. (9 photos, page 9)	Y	Small slit in screen right hand side as enter premises. (1 photo, page 51)
Door Step	Y	Y		Many paint chips. (1 photo, page 10)	Y	
Walls/picture hooks	Y	Y		Cream, clean. Faint scuffing, few small patches, 1x screw, 1x hook, 1x 3m hook. (9 photos, page 10)	Y	Screw hook good has picture Hook has picture other hook fell off when i hung a picture. (1 photo, page 51)
Ceiling/ Cornices	Y	Y		White, no webs. Spot mark above door. Smoke alarm installed. (4 photos, page 10)	Y	
Floor coverings	Y	Y		Timber boards clean, 1x Dint, few scratches. (5 photos, page 11)	Y	
Lights/power points/door bell	Y	Y	Y	Hanging shade clean, bulb working. Switch clean. (3 photos, page 11)	Y	
Skirting boards	Y	Y		White, clean, scuffed & chipped. (5 photos, page 11)	Y	
Built-in wardrobe/shelves	Y	Y	Y	2x cream doors, handles intact. Minor scuffing but clean inside and out. (3 photos, page 12)	Y	
Living Room	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant Agrees	Tenant comments <i>Tenant initially reviewed at 20:08 Friday 14/05/2021</i>
Overall				(1 photo, page 12)		
Walls/picture hooks	Y	Y		Cream, clean. Rub marks, few pin holes, 2x hooks, 2x small patch marks, 1x chip near doorway. (12 photos, page 12)	Y	
Doors/doorway frames	Y	Y	Y	Old Glass sliding door with lock latch. Glass & tracks clean. Screen door intact, no holes to mesh. (3 photos, page 13)	Y	Screen door old weathered away from side (1 photo, page 51)
Ceiling/ Cornices	Y	Y		White, no webs. Few ting spot marks. Smoke alarm installed. (3 photos, page 13)	Y	
Floor coverings	Y	Y		Timber boards, clean, few scratches. (4 photos, page 13)	Y	
Lights/Switches/Powerpoints	Y	Y	Y	Light shade has spots, bulb working. Switch, tv port & powerpoint covers clean and intact. (5 photos, page 14)	Y	
Skirting boards	Y	Y		White, clean but scuffed & chipped. (6 photos, page 14)	Y	
Blinds/curtains	Y	Y	Y	2 sheer curtain & 4 brown curtain, no stains or rips. (2 photos, page 15)	Y	

Kitchen/Dining	Cln	Udg	Wkg	Agent comments	Tenant Agrees	Tenant comments
				<i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>		<i>Tenant Initially reviewed at 20:20 Friday 14/05/2021</i>
Overall				(2 photos, page 15)		
Walls/picture hooks	Y	Y		Cream, clean. Scuffs throughout. Multiple small dint & paint chips next to external door. Chip under window. 2x nails, 2x screws, 2x hooks. Tiles clean & secure, no chips. (19 photos, page 15)	Y	
Doors/doorway frames	Y	Y	Y	White frame clean, paint chips, 2x nails in top. White timber external door, handle intact. Minor marks to door but no damage. (10 photos, page 16)	Y	
Windows/screens/window safety devices	Y	Y	Y	2x old slider windows with lock & latch. Dining screen frame bent, kitchen screen has large holes in mesh. Key in dining lock. Tracks dirty but glass& sills all clean. (8 photos, page 17)	Y	
Ceiling/ Cornices	Y	Y		White, no webs or marks, no food/oil splatters. Early signs of paint beginning to flake. (4 photos, page 18)	Y	Crack between skit board (1 photo, page 51)
Floor coverings	Y	Y		Timber boards, clean but scratched & scuffed. Tiles clean & secure, chips near laundry. Grout discoloured. (9 photos, page 18)	Y	
Lights/Switches/Powerpoints	Y	Y	Y	2x double spot lights, shades clean, bulbs working. Switch, phone port & powerpoint covers clean and intact. (7 photos, page 19)	Y	
Skirtings/Kickboards	Y	Y	Y	White, clean. Heavily scuffed & chipped. (9 photos, page 19)	Y	
Blinds/curtains	N	Y	Y	1x set sheer curtains, no stains or rips. 1x Roller blind, cords intact, oil stains, no rips. Good working condition. (4 photos, page 20)	Y	
Cupboards/drawers	Y	Y	Y	Laminated cupboards and drawers, all handles intact, clean inside and out. Chips to edges. smoke Internal laminate peeling. Paint chips & baby latch to pantry door. (15 photos, page 20)	Y	All 3 draws in kitchen loose handles in tack but frame fronts are loose.. (3 photos, page 51)
Sink/taps/disposal unit	Y	Y	Y	Double stainless sink with flick tap & 2x waste plugs intact. Clean, no damages. (2 photos, page 22)	Y	1 x sink plug not sealing Rubber perished (1 photo, page 51)
Bench tops/tiling	Y	N	Y	Bench clean. Scratches throughout. 1x dent, faint wear marks throughout. (8 photos, page 22)	Y	
Stove top/hot plates	Y	N	Y	Westinghouse Electric flat glass stove, knobs intact, baked on heat marks all over, 1x crack at lower left. (3 photos, page 22)	Y	
Oven/griller	Y	Y	Y	Westinghouse electric oven, knobs intact, drip mark inside glass, all clean inside and out. 2 x silver racks, 1x grill tray and rack. (4 photos, page 23)	Y	
Exhaust fan/range hood	Y	Y	Y	Platinum rangehood. Top, side & filters clean, fan & bulbs working. (2 photos, page 23)	Y	1 x bulb not working (1 photo, page 51)
Dishwasher	Y	Y	Y	Westinghouse Dishwasher clean inside and out. Drawers and cutlery basket intact. No damages. (4 photos, page 23)	Y	
AC	Y	Y	Y	Inverter Kelvinator AC with remote. Unit & filter clean. (2 photos, page 24)	Y	

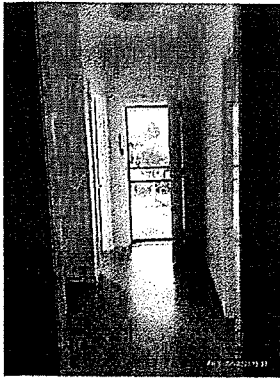
Bedroom 1 (Right)	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant Agrees	Tenant comments <i>Tenant Initially reviewed at 20:23 Friday 14/05/2021</i>
Overall				(1 photo, page 24)		
Walls/picture hooks	Y	Y		Cream, clean. Rub marks under window, 1x large paint chip, few tiny chips, 1x patch mark, 2x screws. (10 photos, page 24)	Y	
Doors/doorway frames	Y	Y	Y	White timber door, handle intact. Few minor patch marks. (4 photos, page 25)	Y	
Windows/screens/window safety devices	Y	Y	Y	Old slider windows with lock & latch. Scratches to sill. Screen intact, no holes in mesh. Tracks, glass & sills all clean. (5 photos, page 25)	Y	
Blinds/curtains	Y	Y	Y	Set brown curtains, no stains or rips. (1 photo, page 25)	Y	Stain on curtains Mark on window sill (2 photos, page 52)
Floor coverings	Y	N		Carpet clean, many bleach spots, no rips. (6 photos, page 25)	Y	
Ceiling/ Cornices	Y	Y		White, no webs. Faint discolouring. (3 photos, page 26)	Y	
Lights/Switches/Powerpoints	Y	Y	Y	3x downlights clean & working. Switch & powerpoint covers clean and intact. (2 photos, page 26)	Y	1 bulb not working (1 photo, page 52)
Skirting boards	Y	Y		Black, clean, minor scuffs, no damage. (5 photos, page 26)	Y	
Built-in wardrobe/shelves	Y	Y	Y	Slider mirror doors, wipe marks to glass. Clean inside and out. Minor scuffs inside. Tracks clean. (7 photos, page 27)	Y	
Bedroom 2 (Left)	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant Agrees	Tenant comments <i>Tenant Initially reviewed at 20:27 Friday 14/05/2021</i>
Overall				(2 photos, page 27)		
Walls/picture hooks	Y	Y		Cream, clean. Few paint chips, red scribble, 1x dint. Few scuffs. (8 photos, page 27)	Y	
Doors/doorway frames	Y	Y	Y	White timber door, handle intact. Few minor patch marks. (5 photos, page 28)	Y	
Windows/screens/window safety devices	Y	Y	Y	Old slider windows with lock & latch. Scratches to sill. Screen intact, no holes in mesh. Tracks, glass & sills all clean. (4 photos, page 28)	Y	
Blinds/curtains	Y	Y	Y	Set brown curtains, no stains or rips. (1 photo, page 29)	Y	
Ceiling/ Cornices	Y	Y		White, no webs. Faint discolouring. (2 photos, page 29)	Y	
Floor coverings	Y	N		Carpet clean, many bleach & red spots, no rips. (5 photos, page 29)	Y	
Lights/power points	Y	Y	Y	Light shade clean, bulb working. Switch & powerpoint covers clean and intact. (3 photos, page 29)	Y	
Skirting boards	Y	Y		Black, clean, minor scuffs, no damage. (5 photos, page 30)	Y	
Bedroom 3 (Back)	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant Agrees	Tenant comments <i>Tenant Initially reviewed at 20:29 Friday 14/05/2021</i>
Overall				(1 photo, page 30)		
Walls/picture hooks	Y	N		Chips throughout, paint chips, patch mark, paint cracking in corner. (10 photos, page 30)	Y	
Doors/doorway frames	Y	Y	Y	White slider door, handle intact. Few chips & tiny patches. (5 photos, page 31)	Y	
Windows/screens/window safety devices	Y	N		Old slider window with lock & latch. Few chips to sill. 1x crack to glass. Screen intact, 1x rip in mesh. Tracks, glass & sills all clean. (6 photos, page 31)	Y	
Blinds/curtains	Y	Y	Y	Cream curtain, no stains or rips. (1 photo, page 32)	Y	
Ceiling/ Cornices	Y	Y		White. No mould, webs or marks. (1 photo, page 32)	Y	
Floor coverings	Y	Y		Carpet clean. Discoloured marks, line burn marks, end corner chunk missing. (5 photos, page 32)	Y	
Lights/power points	Y	Y	Y	Light shade clean, bulb working. Switch, phone port & powerpoint covers clean and intact. (3 photos, page 32)	Y	
Skirting boards	Y	Y		White clean but scuffed & chipped. (4 photos, page 33)	Y	

Bathroom	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant Agrees	Tenant comments <i>Tenant initially reviewed at 20:35 Friday 14/05/2021</i>
Overall				(1 photo, page 33)		
Walls/tiles	Y	Y		Cream, clean, no marks, 2x 3m hooks. Tiles clean & secure, no chips. (8 photos, page 33)	Y	
Doors/doorway frames	Y	Y	Y	White Timber door, handle intact, no stopper. Minor chip scuff to lower door & frame. (4 photos, page 34)	Y	Switch to light loose or pushed in.. (1 photo, page 52)
Windows/screens/window safety devices	Y	Y	Y	Old slider window with latch. Sill chipping, ring marks in paint, track but sill & glass clean. (5 photos, page 34)	Y	
Floor tiles/floor coverings	Y	Y		Tiles clean & secure, no chips. Drain clean & unblocked (3 photos, page 35)	Y	
Ceiling/ Cornices	Y	Y		White, no mould or webs. 1x Man hole, 1x dent/hole, few tiny black spots. (4 photos, page 35)	Y	
Lights/Switches/Powerpoints	Y	Y	Y	Fluorescent & 3x bulb Tastic both clean & working. Switch & powerpoint covers clean and intact. (4 photos, page 35)	Y	
Heating/exhaust fan/vent	Y	Y	Y	In tastic. Cover clean. Fan working. All heat bulbs working.	Y	
Mirror/cabinet/vanity	Y	Y	Y	Mirror clean & secure. Laminated cupboards and drawers, all handles intact. Chipping along edges, few minor stains inside otherwise clean inside and out. (7 photos, page 35)	Y	
Shower/screen/taps	Y	Y	Y	Tiles clean, no chips/cracks. Flick taps & shower head clean & intact. No chips to ceramic dish. Glass clean, no chips/cracks. Drain clean & unblocked. (9 photos, page 36)	Y	
Wash basin/taps	Y	Y	Y	Basin clean but a little discoloured, faint burns/cracks to sides. Taps, built in plug & spout intact. (4 photos, page 37)	Y	
Towel rails	Y	Y	Y	2x single rails clean & secure. (1 photo, page 37)	Y	
Toilet/cistern/seat	Y	Y	Y	Plastic dual flush cistern, bowl clean, seat and lid intact. No stains or damages. (3 photos, page 37)	Y	
Toilet roll holder	Y	Y	Y	Chrome roll holder clean & secure. (1 photo, page 37)	Y	
Other				1x plastic bin, 1x toilet brush. (1 photo, page 38)	Y	
Laundry	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant Agrees	Tenant comments <i>Tenant initially reviewed at 21:03 Friday 14/05/2021</i>
Overall				(1 photo, page 38)		
Walls/tiles	Y	N	Y	White, cleaned but Scuffed & chipped. 1x hook, 1x Timber shelf clean & secure. Tiles clean, no cracks. (10 photos, page 38)	Y	
Doors/doorway frames	Y	Y	Y	2x White slider doors, handles intact, chips to edges. Door clean but tracks marked/dirty. (3 photos, page 39)	Y	
Windows/screens/window safety devices	Y	Y	Y	Old d-hung window with latch. No chips to tiled sill. All clean. No holes to screen. (2 photos, page 39)	Y	
Ceiling/ Cornices	Y	Y		White, minor discolouring but no mould or webs. (2 photos, page 39)	Y	
Exhaust fan/vent				Nil, please ventilate when in use.	Y	
Floor tiles/floor coverings	Y	Y		Tiles clean & secure, no chips. Grout discoloured. (2 photos, page 39)	Y	
Lights/Switches/Powerpoints	Y	Y	Y	No light. Powerpoint clean. (1 photo, page 39)	Y	
Washing tub/ Taps/ Spout	Y	Y	Y	Sink clean, taps & spout Intact. 1x plug. White tub clean inside and out, no damages. (4 photos, page 39)	Y	
Washing machine/taps	Y	Y	Y	Clean & secure. (1 photo, page 40)	Y	

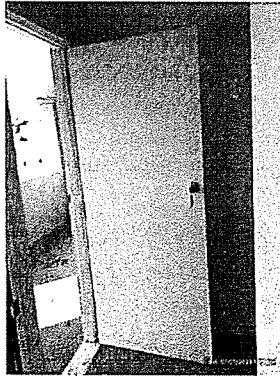
External/General	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant Agrees	Tenant comments <i>Tenant Initially reviewed at 21:09 Friday 14/05/2021</i>
Overall				(2 photos, page 40)		
Front Porch	Y	Y		Leaves on floor, no webs to ceiling, few chips to corners of rendered wall. (8 photos, page 40)	Y	
Letterbox / Street number	Y	Y	Y	Metal, secure, no damages. (2 photos, page 40)	Y	
Heating/Air conditioning	Y	Y	Y	Kelvinator inverter AC with remote. (2 photos, page 41)	Y	
Roof	Y	Y		Colourbond roofing. Appears in good condition. No signs of roof leaks. (2 photos, page 41)	Y	
Gutters/downpipe	Y	Y	Y	All guttering appears secure and undamaged. (10 photos, page 41)	Y	Pipe to bathroom hanging off (1 photo, page 52)
External Walls	Y	Y		Paint all chipping away. Back corner appears chewed. Chip/crack to front rendered corner. (13 photos, page 41)	Y	
Windows/screens/window safety devices	Y	Y	Y	Screens installed on all windows (1 photo, page 43)	Y	No bathroom screen (1 photo, page 52)
External lights/Powerpoint	N	Y	Y	All external lights dusty but working. (1 photo, page 43)	Y	
External television antenna/tv points	Y	Y	Y	Sighted, appears secure. Tv ports installed. (1 photo, page 43)	Y	
Hot water system	Y	Y		Dux pro flo, electric hot water system, installed 2014 (3 photos, page 43)	Y	
Clothes line	Y	Y		Fold put clothes line, secure, no damage. (1 photo, page 43)	Y	
Paving/driveways	Y	Y		Old cement. (2 photos, page 43)	Y	
Lawns/edges	Y	Y		Lawns & edges short & tidy. No rubbish. (4 photos, page 43)	Y	
Grounds/garden	Y	Y		Tidy. No weeds. (5 photos, page 44)	Y	
Outside taps/hoses	Y	Y	Y	Taps intact, back tap upside down.	Y	
Gates/fences	Y	Y	Y	Colourbond fencing, all secure, no damages. Metal side gate with latch (8 photos, page 44)	Y	
Garbage bins	Y	Y	Y	1x green, 1x red, 1x yellow. Empty. (1 photo, page 44)	Y	
Back Patto	Y	Y	Y	Area tidy & swept. No webs. Beams a have paint peeling, corner of timber appears chewed & another corner bending away. (10 photos, page 45)	Y	
Garden shed	Y	Y	Y	Cleared out. No damage. Latch intact. (6 photos, page 45)	Y	
Security/Safety/Utili	Cln	Udg	Wkg	Agent comments <i>Cln = Clean, Udg = Undamaged, Wkg = Working</i>	Tenant Agrees	Tenant comments <i>Tenant Initially reviewed at 21:11 Friday 14/05/2021</i>
Fire/ Smoke Alarms	Y	Y	Y	Smoke alarm installed.	Y	
Keys/other security devices	Y	Y	Y	Keys provided to tenant at beginning of tenancy. (Keys in lockbox due to Covid. Please leave box out for agent to collect in the coming week)	Y	
Window locks	Y	Y	Y	Latches on all windows	Y	
External door locks	Y	Y	Y	All external doors have locks.	Y	
Electricity Meter	Y	Y	Y	53529 (3 photos, page 46)	Y	
Other	Y	Y	Y	Located near front tap. Reading 1770 (1 photo, page 46)	Y	

Agent Inspection Photos (470 photos)

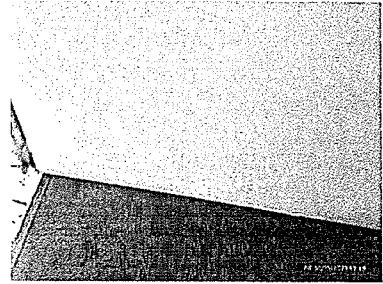
Entrance Hallway: Overall



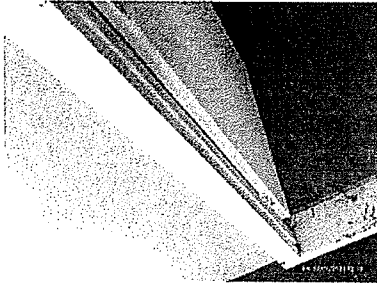
Entrance Hallway: Doors/doorway frames (photo 1 of 9)



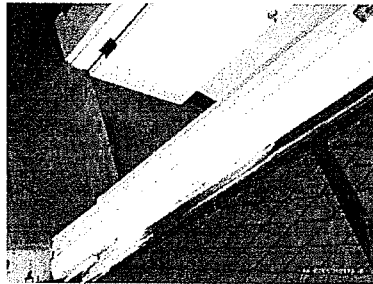
Entrance Hallway: Doors/doorway frames (photo 2 of 9)



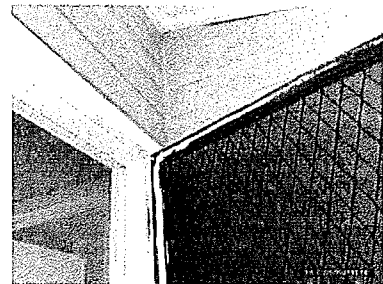
Entrance Hallway: Doors/doorway frames (photo 3 of 9)



Entrance Hallway: Doors/doorway frames (photo 4 of 9)



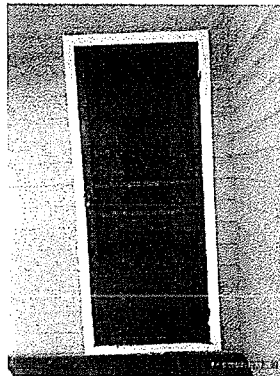
Entrance Hallway: Doors/doorway frames (photo 5 of 9)



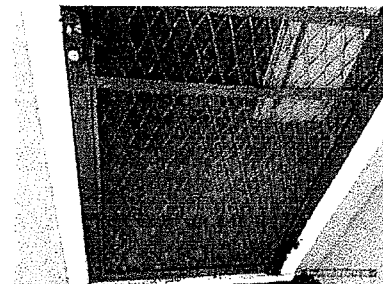
Entrance Hallway: Doors/doorway frames (photo 6 of 9)



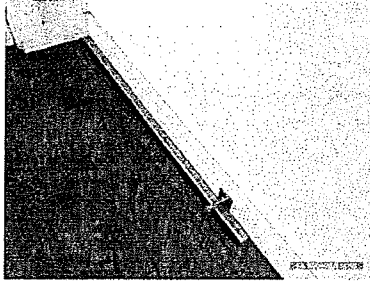
Entrance Hallway: Doors/doorway frames (photo 7 of 9)



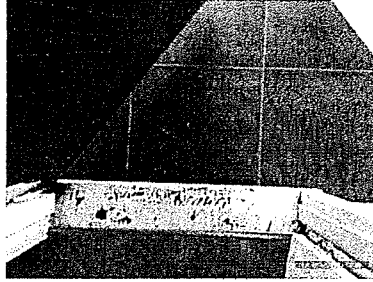
Entrance Hallway: Doors/doorway frames (photo 8 of 9)



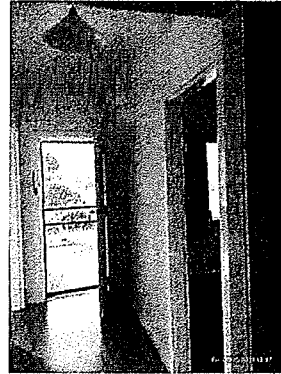
Entrance Hallway: Doors/doorway frames (photo 9 of 9)



Entrance Hallway: Door Step



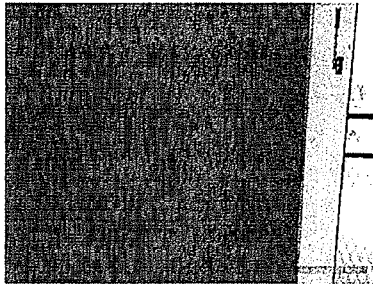
Entrance Hallway: Walls/picture hooks (photo 1 of 9)



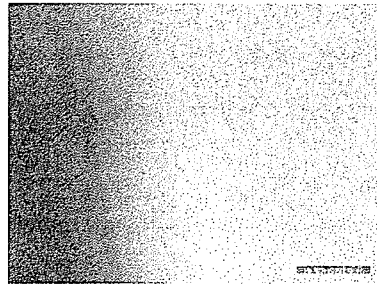
Entrance Hallway: Walls/picture hooks (photo 2 of 9)



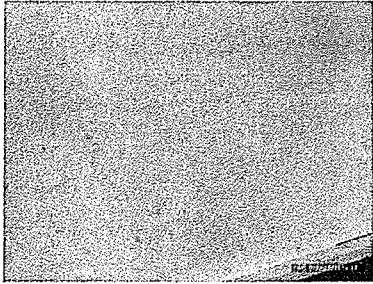
Entrance Hallway: Walls/picture hooks (photo 3 of 9)



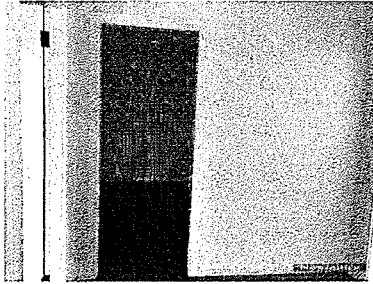
Entrance Hallway: Walls/picture hooks (photo 4 of 9)



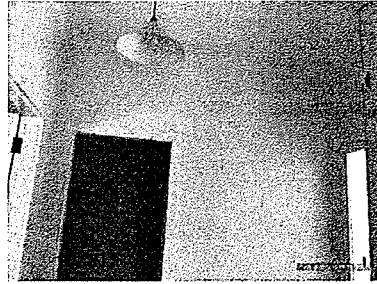
Entrance Hallway: Walls/picture hooks (photo 5 of 9)



Entrance Hallway: Walls/picture hooks (photo 6 of 9)



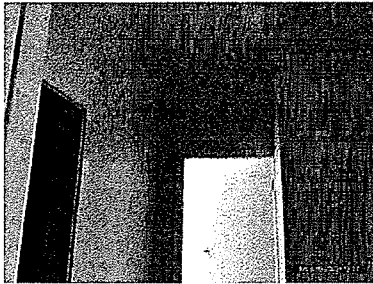
Entrance Hallway: Walls/picture hooks (photo 7 of 9)



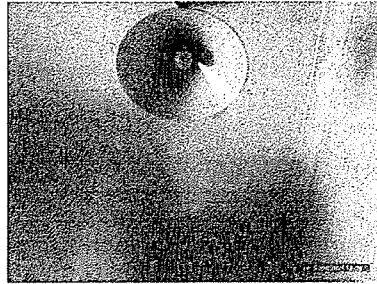
Entrance Hallway: Walls/picture hooks (photo 8 of 9)



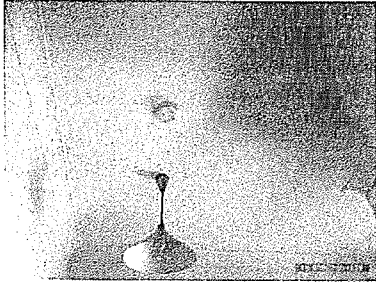
Entrance Hallway: Walls/picture hooks (photo 9 of 9)



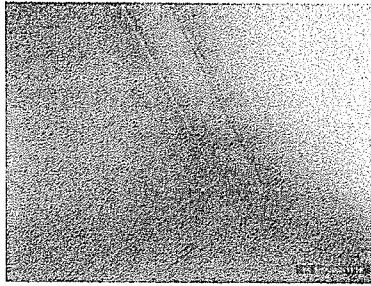
Entrance Hallway: Ceiling/ Cornices (photo 1 of 4)



Entrance Hallway: Ceiling/ Cornices (photo 2 of 4)



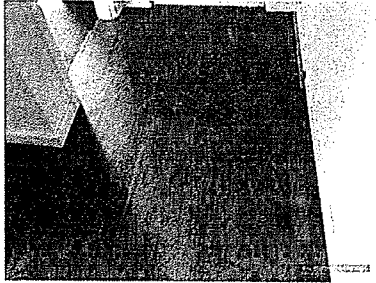
Entrance Hallway: Ceiling/ Cornices (photo 3 of 4)



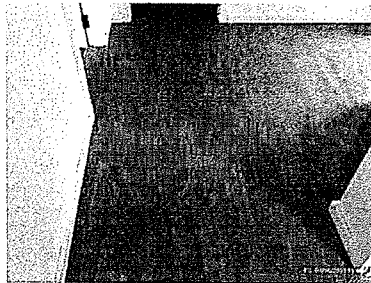
Entrance Hallway: Ceiling/ Cornices (photo 4 of 4)



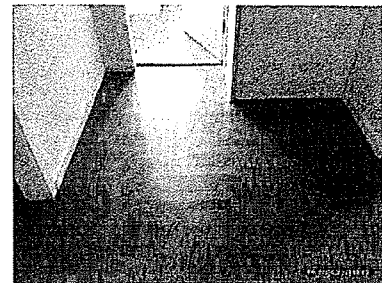
Entrance Hallway: Floor coverings (photo 1 of 5)



Entrance Hallway: Floor coverings (photo 2 of 5)



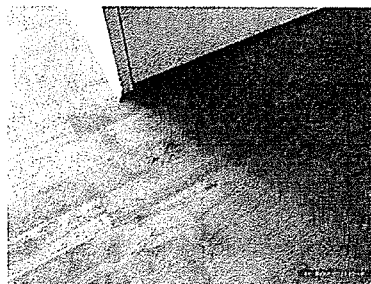
Entrance Hallway: Floor coverings (photo 3 of 5)



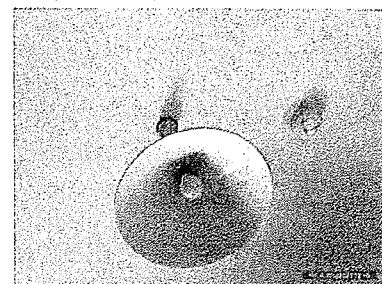
Entrance Hallway: Floor coverings (photo 4 of 5)



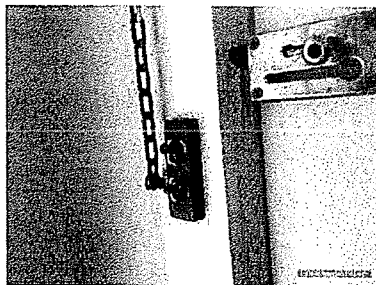
Entrance Hallway: Floor coverings (photo 5 of 5)



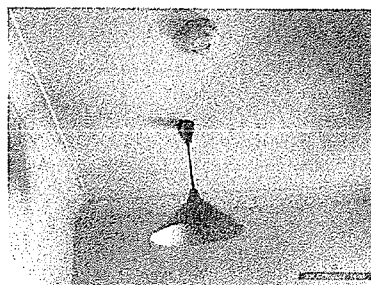
Entrance Hallway: Lights/power points/door bell (photo 1 of 3)



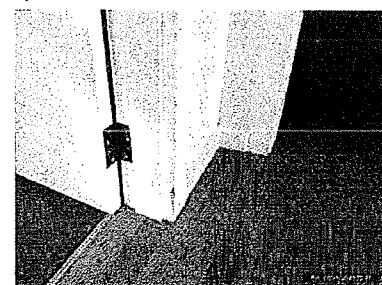
Entrance Hallway: Lights/power points/door bell (photo 2 of 3)



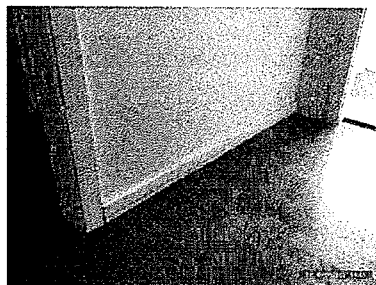
Entrance Hallway: Lights/power points/door bell (photo 3 of 3)



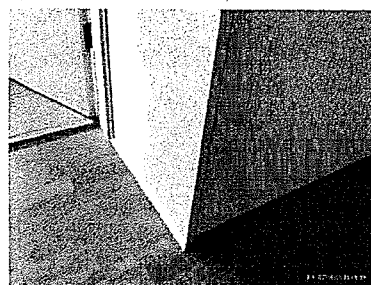
Entrance Hallway: Skirting boards (photo 1 of 5)



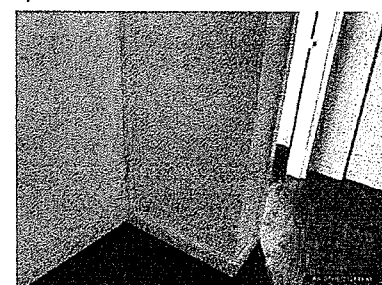
Entrance Hallway: Skirting boards (photo 2 of 5)



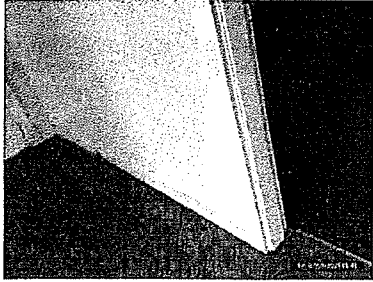
Entrance Hallway: Skirting boards (photo 3 of 5)



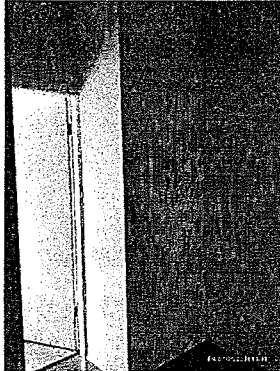
Entrance Hallway: Skirting boards (photo 4 of 5)



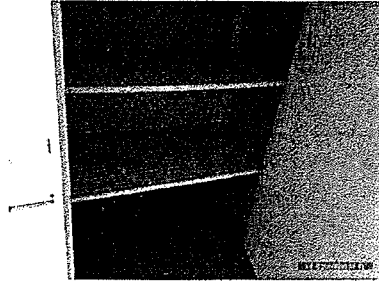
Entrance Hallway: Skirting boards (photo 5 of 5)



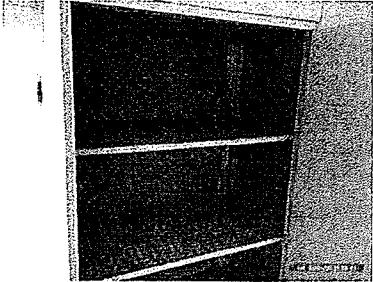
Entrance Hallway: Built-in wardrobe/shelves (photo 1 of 3)



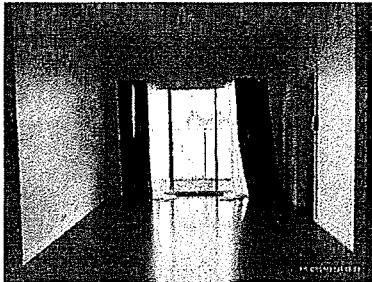
Entrance Hallway: Built-in wardrobe/shelves (photo 2 of 3)



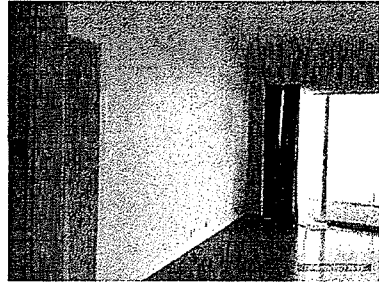
Entrance Hallway: Built-in wardrobe/shelves (photo 3 of 3)



Living Room: Overall



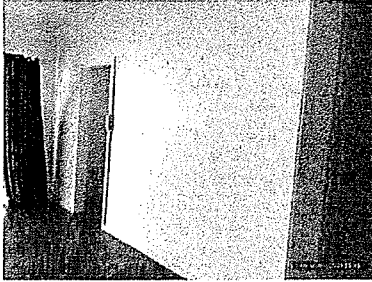
Living Room: Walls/picture hooks (photo 1 of 12)



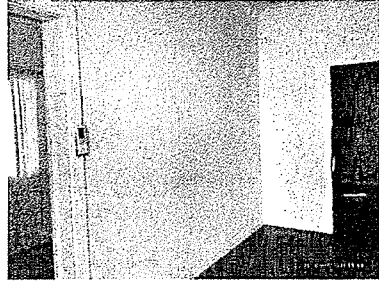
Living Room: Walls/picture hooks (photo 2 of 12)



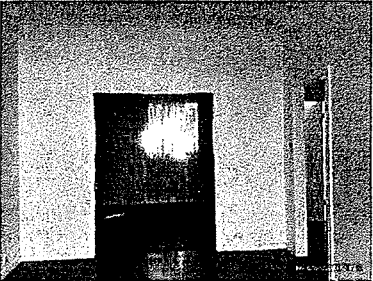
Living Room: Walls/picture hooks (photo 3 of 12)



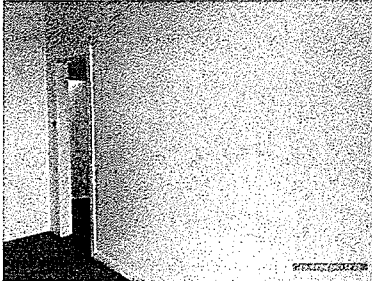
Living Room: Walls/picture hooks (photo 4 of 12)



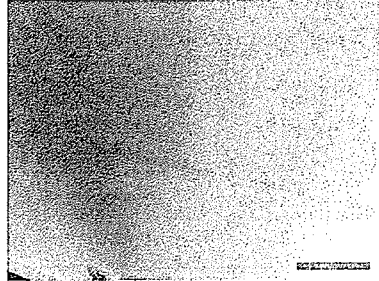
Living Room: Walls/picture hooks (photo 5 of 12)



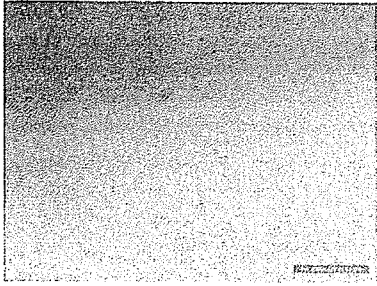
Living Room: Walls/picture hooks (photo 6 of 12)



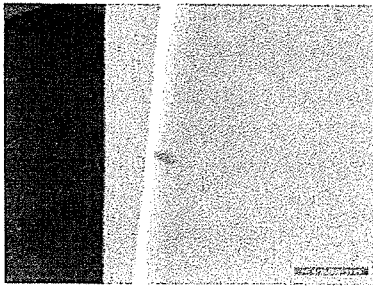
Living Room: Walls/picture hooks (photo 7 of 12)



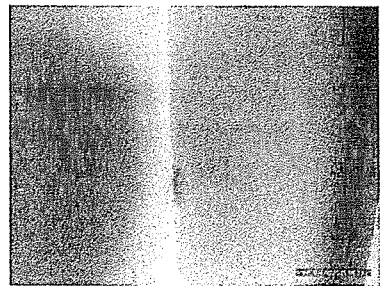
Living Room: Walls/picture hooks (photo 8 of 12)



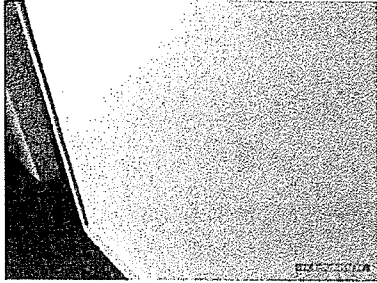
Living Room: Walls/picture hooks (photo 9 of 12)



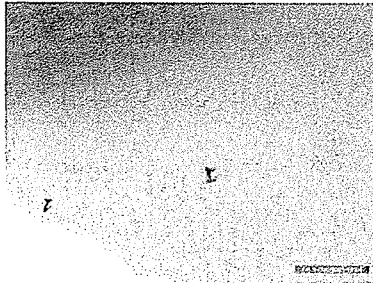
Living Room: Walls/picture hooks (photo 10 of 12)



Living Room: Walls/picture hooks (photo 11 of 12)



Living Room: Walls/picture hooks (photo 12 of 12)



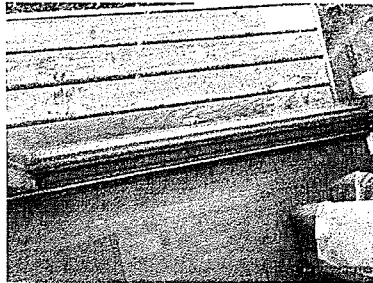
Living Room: Doors/doorway frames (photo 1 of 3)



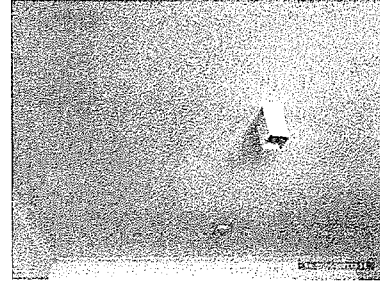
Living Room: Doors/doorway frames (photo 2 of 3)



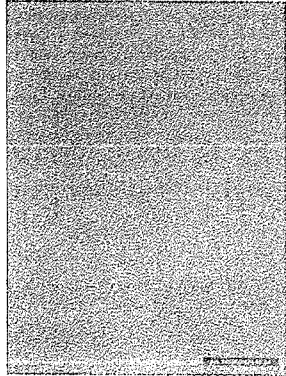
Living Room: Doors/doorway frames (photo 3 of 3)



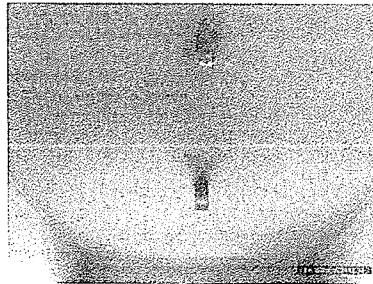
Living Room: Ceiling/ Cornices (photo 1 of 3)



Living Room: Ceiling/ Cornices (photo 2 of 3)



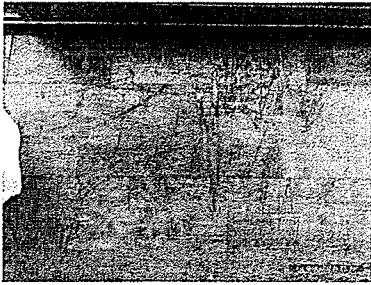
Living Room: Ceiling/ Cornices (photo 3 of 3)



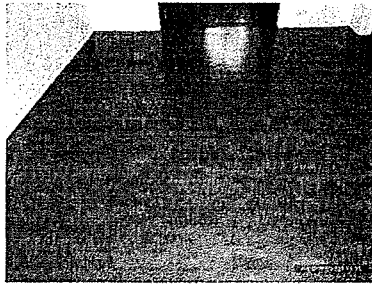
Living Room: Floor coverings (photo 1 of 4)



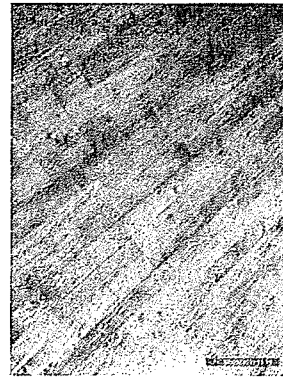
Living Room: Floor coverings (photo 2 of 4)



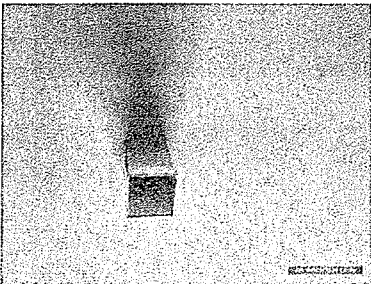
Living Room: Floor coverings (photo 3 of 4)



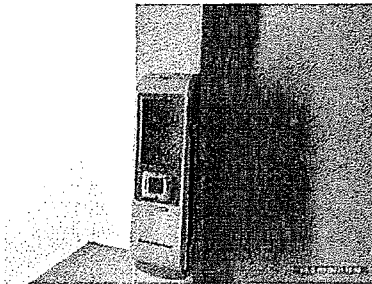
Living Room: Floor coverings (photo 4 of 4)



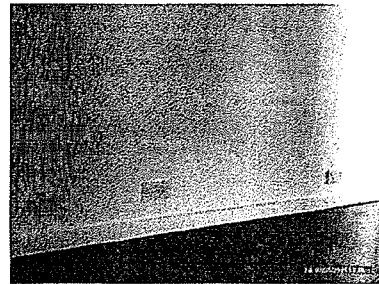
Living Room: Lights/Switches/Powerpoints (photo 1 of 5)



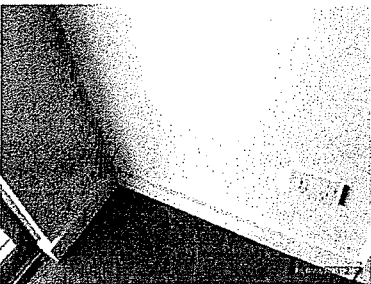
Living Room: Lights/Switches/Powerpoints (photo 2 of 5)



Living Room: Lights/Switches/Powerpoints (photo 3 of 5)



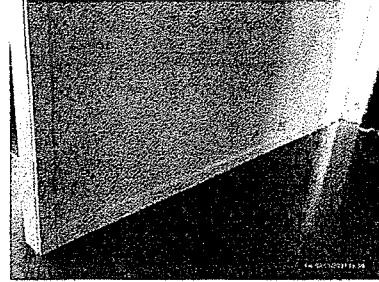
Living Room: Lights/Switches/Powerpoints (photo 4 of 5)



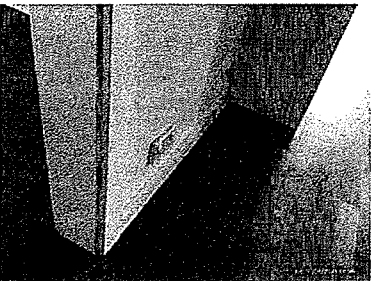
Living Room: Lights/Switches/Powerpoints (photo 5 of 5)



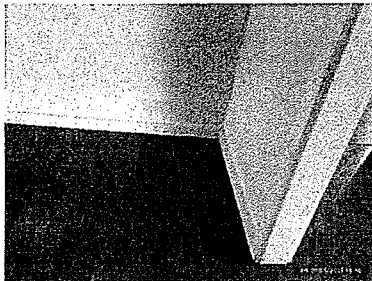
Living Room: Skirting boards (photo 1 of 6)



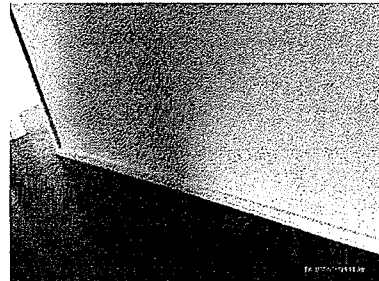
Living Room: Skirting boards (photo 2 of 6)



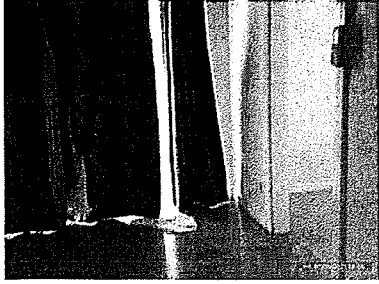
Living Room: Skirting boards (photo 3 of 6)



Living Room: Skirting boards (photo 4 of 6)



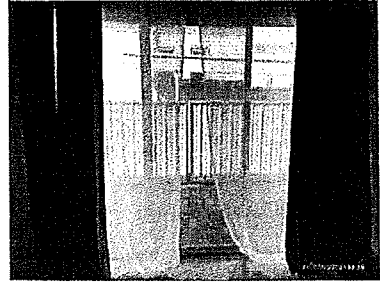
Living Room: Skirting boards (photo 5 of 6)



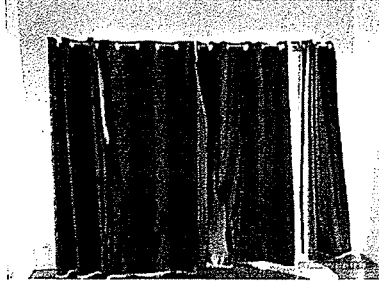
Living Room: Skirting boards (photo 6 of 6)



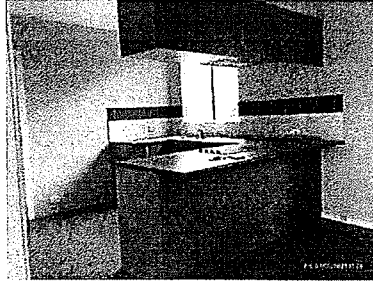
Living Room: Blinds/curtains (photo 1 of 2)



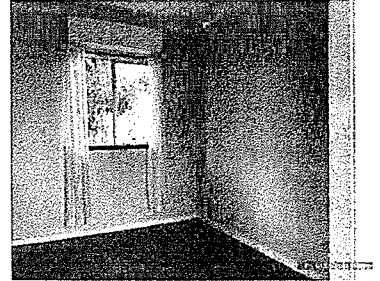
Living Room: Blinds/curtains (photo 2 of 2)



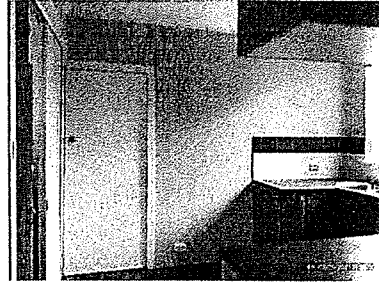
Kitchen/Dining: Overall (photo 1 of 2)



Kitchen/Dining: Overall (photo 2 of 2)



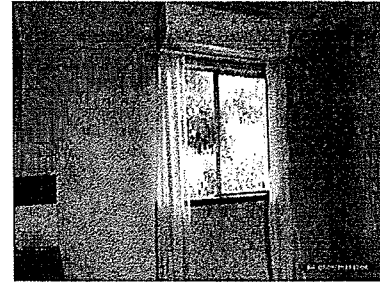
Kitchen/Dining: Walls/picture hooks (photo 1 of 19)



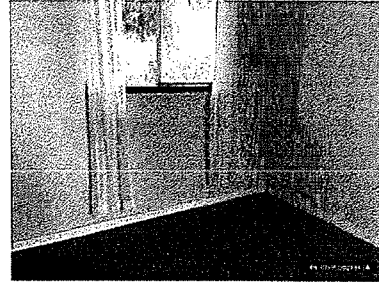
Kitchen/Dining: Walls/picture hooks (photo 2 of 19)



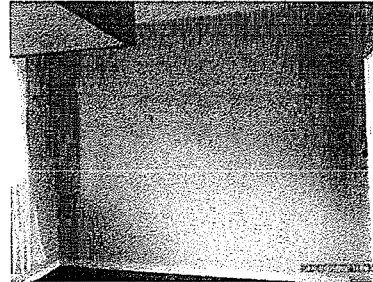
Kitchen/Dining: Walls/picture hooks (photo 3 of 19)



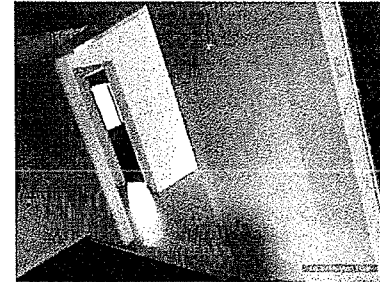
Kitchen/Dining: Walls/picture hooks (photo 4 of 19)



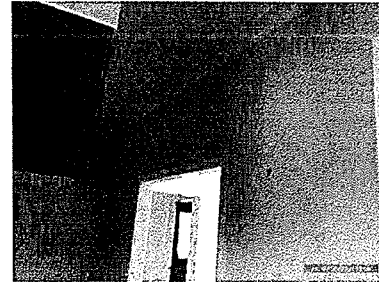
Kitchen/Dining: Walls/picture hooks (photo 5 of 19)



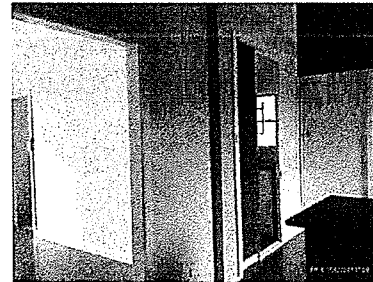
Kitchen/Dining: Walls/picture hooks (photo 6 of 19)



Kitchen/Dining: Walls/picture hooks (photo 7 of 19)



Kitchen/Dining: Walls/picture hooks (photo 8 of 19)



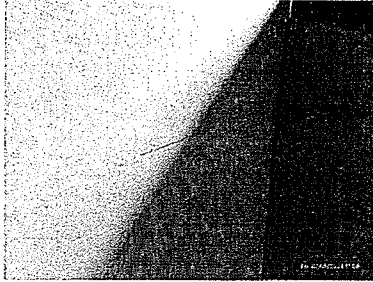
Kitchen/Dining: Walls/picture hooks (photo 9 of 19)



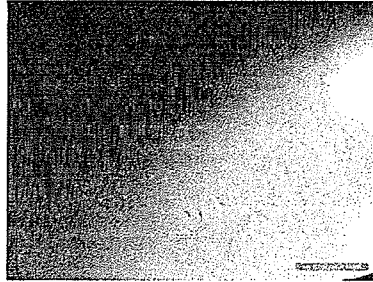
Kitchen/Dining: Walls/picture hooks (photo 10 of 19)



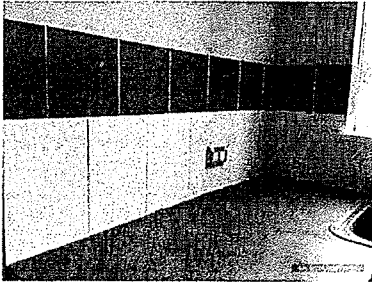
Kitchen/Dining: Walls/picture hooks (photo 11 of 19)



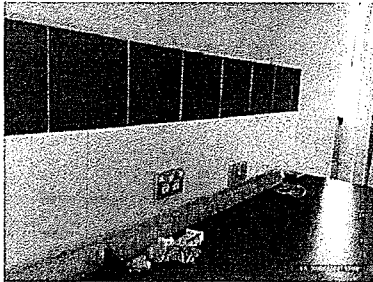
Kitchen/Dining: Walls/picture hooks (photo 12 of 19)



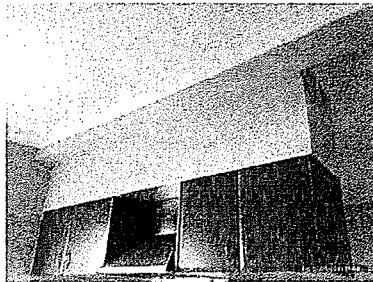
Kitchen/Dining: Walls/picture hooks (photo 13 of 19)



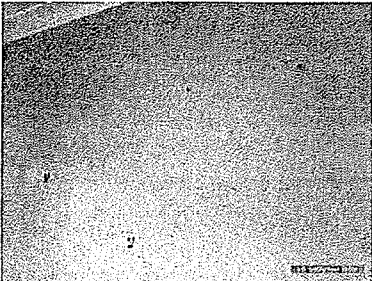
Kitchen/Dining: Walls/picture hooks (photo 14 of 19)



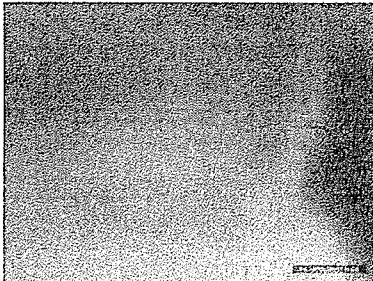
Kitchen/Dining: Walls/picture hooks (photo 15 of 19)



Kitchen/Dining: Walls/picture hooks (photo 16 of 19)



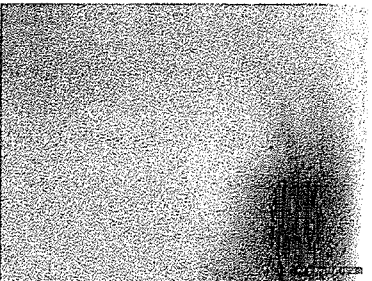
Kitchen/Dining: Walls/picture hooks (photo 17 of 19)



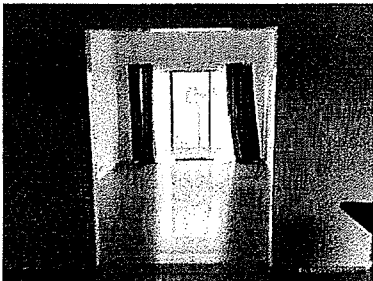
Kitchen/Dining: Walls/picture hooks (photo 18 of 19)



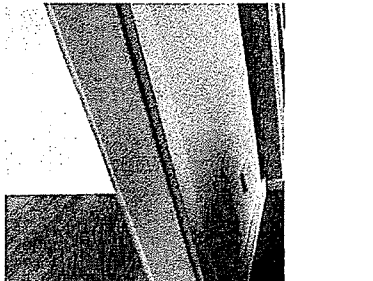
Kitchen/Dining: Walls/picture hooks (photo 19 of 19)



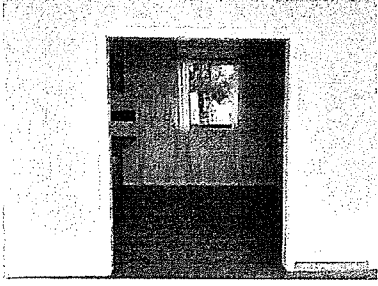
Kitchen/Dining: Doors/doorway frames (photo 1 of 10)



Kitchen/Dining: Doors/doorway frames (photo 2 of 10)



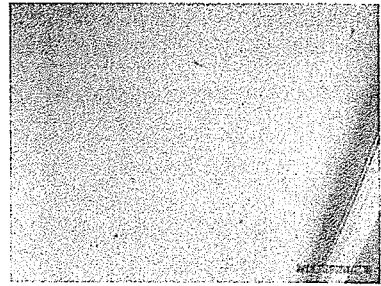
Kitchen/Dining: Doors/doorway frames (photo 3 of 10)



Kitchen/Dining: Doors/doorway frames (photo 4 of 10)



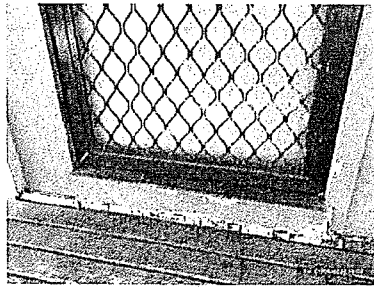
Kitchen/Dining: Doors/doorway frames (photo 5 of 10)



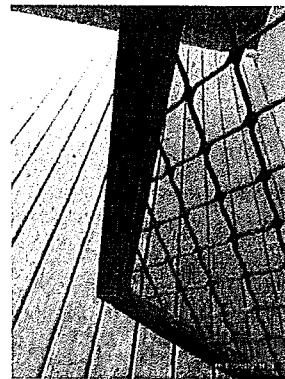
Kitchen/Dining: Doors/doorway frames (photo 6 of 10)



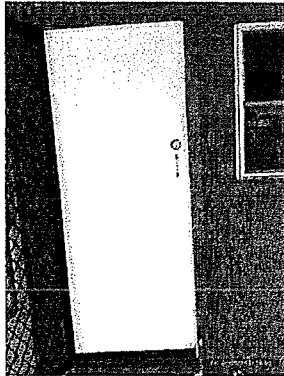
Kitchen/Dining: Doors/doorway frames (photo 7 of 10)



Kitchen/Dining: Doors/doorway frames (photo 8 of 10)



Kitchen/Dining: Doors/doorway frames (photo 9 of 10)



Kitchen/Dining: Doors/doorway frames (photo 10 of 10)



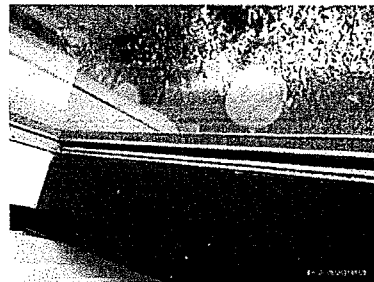
Kitchen/Dining: Windows/screens/window safety devices (photo 1 of 8)



Kitchen/Dining: Windows/screens/window safety devices (photo 2 of 8)



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



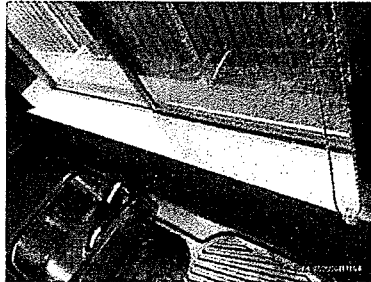
Kitchen/Dining: Windows/screens/window safety devices (photo 4 of 8)



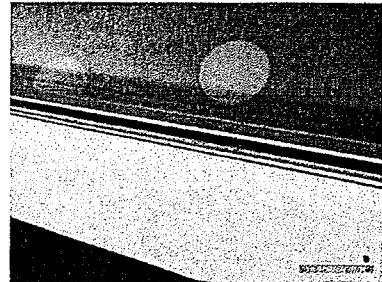
Kitchen/Dining: Windows/screens/window safety devices (photo 5 of 8)



Kitchen/Dining: Windows/screens/window safety devices (photo 6 of 8)



Kitchen/Dining: Windows/screens/window safety devices (photo 7 of 8)



Kitchen/Dining: Windows/screens/window safety devices (photo 8 of 8)



Kitchen/Dining: Ceiling/ Cornices (photo 1 of 4)



Kitchen/Dining: Ceiling/ Cornices (photo 2 of 4)



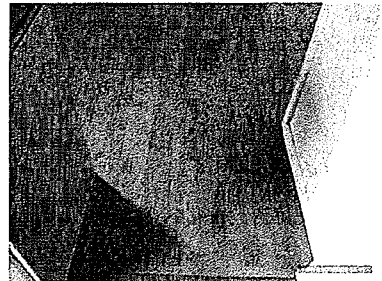
Kitchen/Dining: Ceiling/ Cornices (photo 3 of 4)



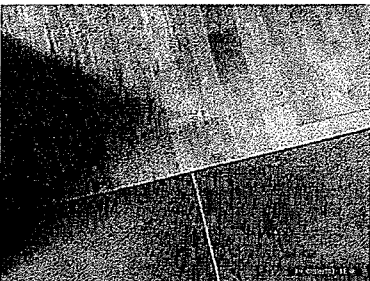
Kitchen/Dining: Ceiling/ Cornices (photo 4 of 4)



Kitchen/Dining: Floor coverings (photo 1 of 9)



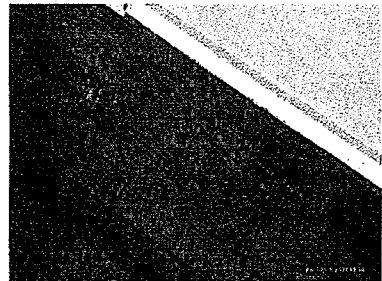
Kitchen/Dining: Floor coverings (photo 2 of 9)



Kitchen/Dining: Floor coverings (photo 3 of 9)



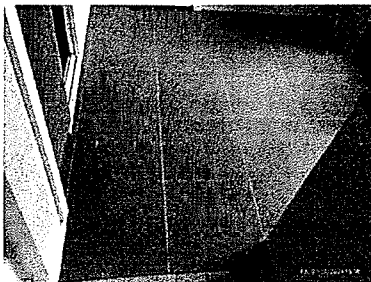
Kitchen/Dining: Floor coverings (photo 4 of 9)



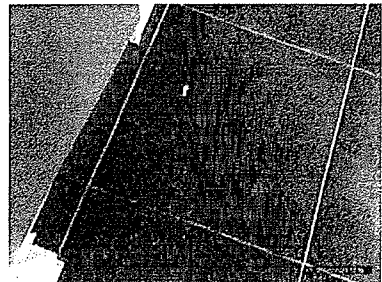
Kitchen/Dining: Floor coverings (photo 5 of 9)



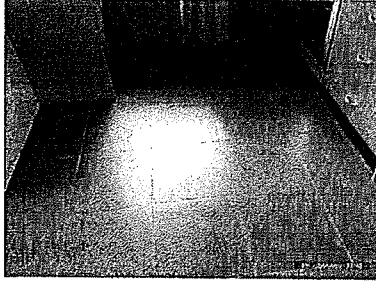
Kitchen/Dining: Floor coverings (photo 6 of 9)



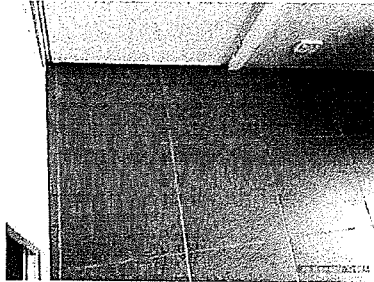
Kitchen/Dining: Floor coverings (photo 7 of 9)



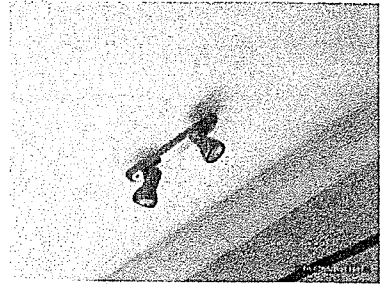
Kitchen/Dining: Floor coverings (photo 8 of 9)



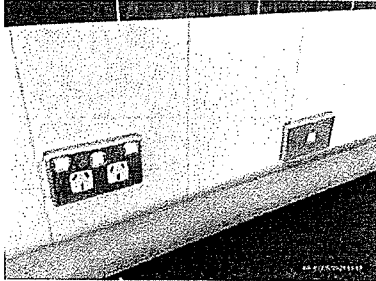
Kitchen/Dining: Floor coverings (photo 9 of 9)



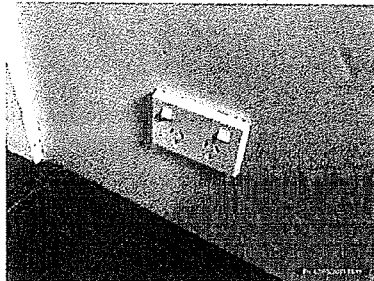
Kitchen/Dining: Lights/Switches/Powerpoints (photo 1 of 7)



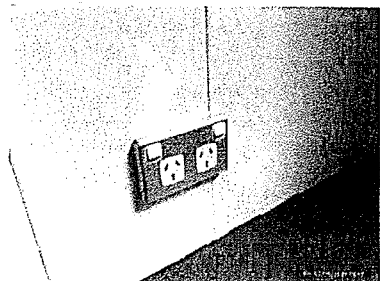
Kitchen/Dining: Lights/Switches/Powerpoints (photo 2 of 7)



Kitchen/Dining: Lights/Switches/Powerpoints (photo 3 of 7)



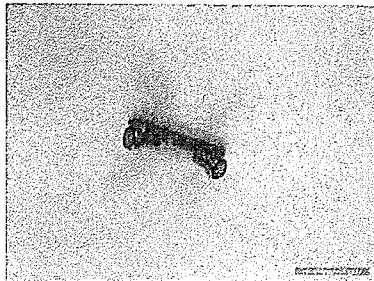
Kitchen/Dining: Lights/Switches/Powerpoints (photo 4 of 7)



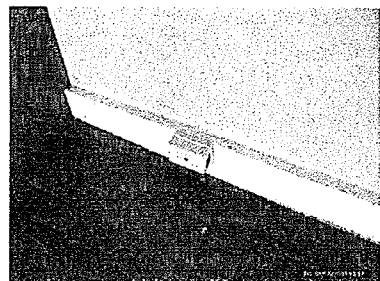
Kitchen/Dining: Lights/Switches/Powerpoints (photo 5 of 7)



Kitchen/Dining: Lights/Switches/Powerpoints (photo 6 of 7)



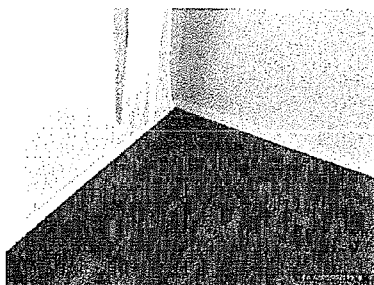
Kitchen/Dining: Lights/Switches/Powerpoints (photo 7 of 7)



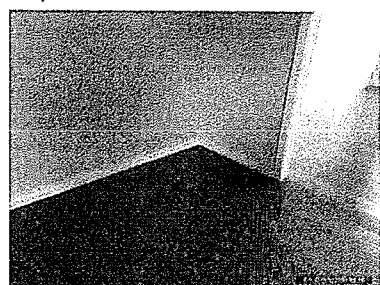
Kitchen/Dining: Skirtings/Kickboards (photo 1 of 9)



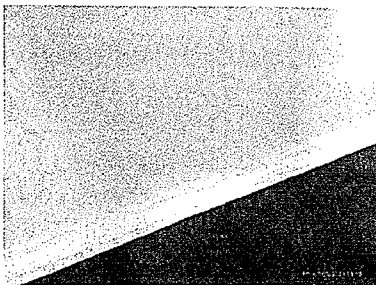
Kitchen/Dining: Skirtings/Kickboards (photo 2 of 9)



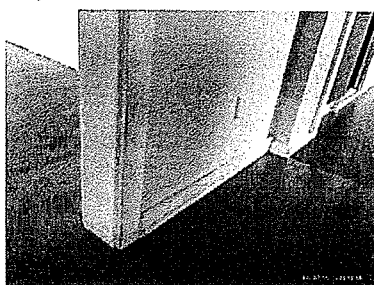
Kitchen/Dining: Skirtings/Kickboards (photo 3 of 9)



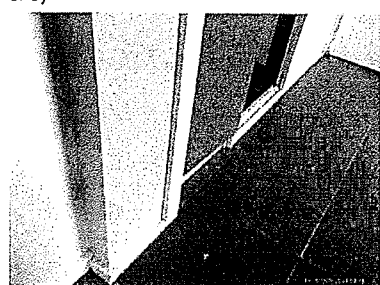
Kitchen/Dining: Skirtings/Kickboards (photo 4 of 9)



Kitchen/Dining: Skirtings/Kickboards (photo 5 of 9)



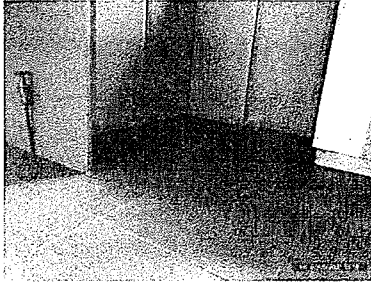
Kitchen/Dining: Skirtings/Kickboards (photo 6 of 9)



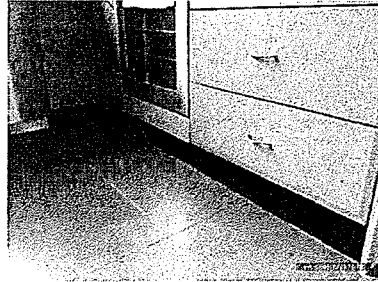
Kitchen/Dining: Skirtings/Kickboards (photo 7 of 9)



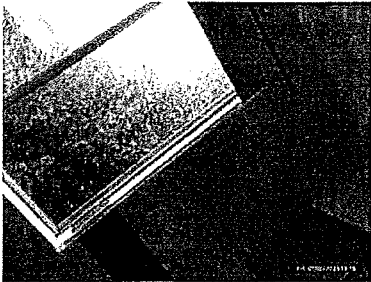
Kitchen/Dining: Skirtings/Kickboards (photo 8 of 9)



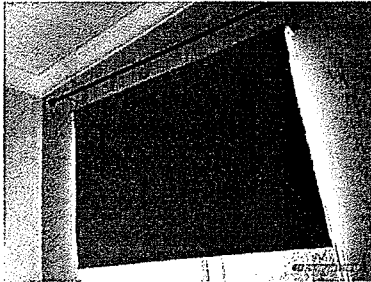
Kitchen/Dining: Skirtings/Kickboards (photo 9 of 9)



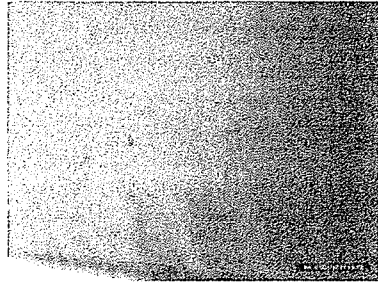
Kitchen/Dining: Blinds/curtains (photo 1 of 4)



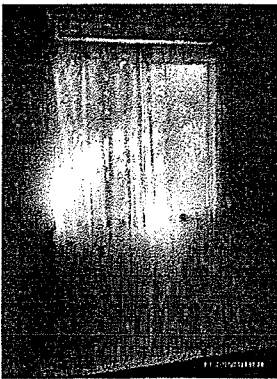
Kitchen/Dining: Blinds/curtains (photo 2 of 4)



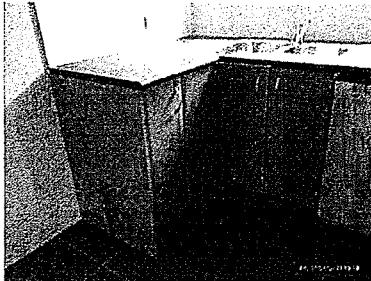
Kitchen/Dining: Blinds/curtains (photo 3 of 4)



Kitchen/Dining: Blinds/curtains (photo 4 of 4)



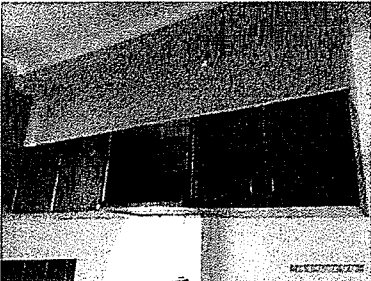
Kitchen/Dining: Cupboards/drawers (photo 1 of 15)



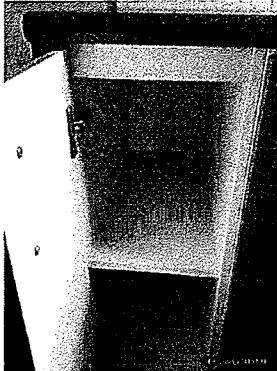
Kitchen/Dining: Cupboards/drawers (photo 2 of 15)



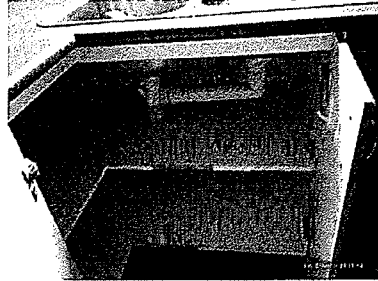
Kitchen/Dining: Cupboards/drawers (photo 3 of 15)



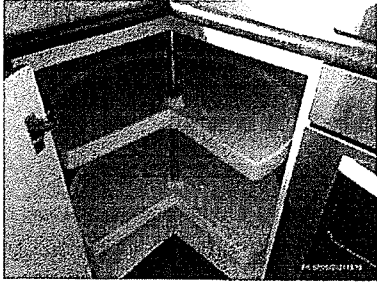
Kitchen/Dining: Cupboards/drawers (photo 4 of 15)



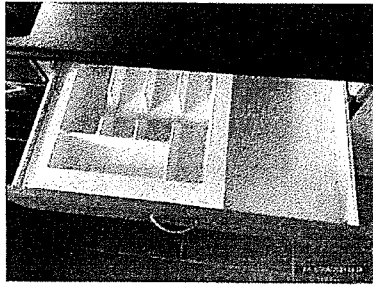
Kitchen/Dining: Cupboards/drawers (photo 5 of 15)



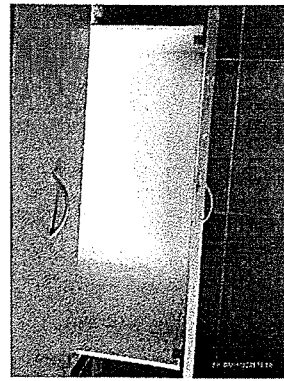
Kitchen/Dining: Cupboards/drawers (photo 6 of 15)



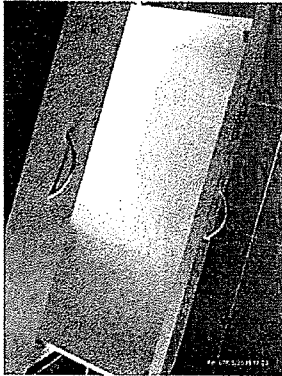
Kitchen/Dining: Cupboards/drawers (photo 7 of 15)



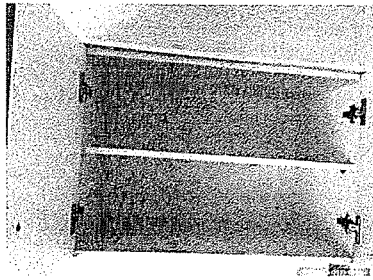
Kitchen/Dining: Cupboards/drawers (photo 8 of 15)



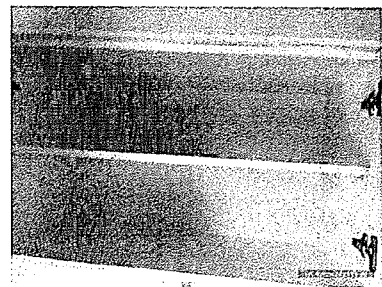
Kitchen/Dining: Cupboards/drawers (photo 9 of 15)



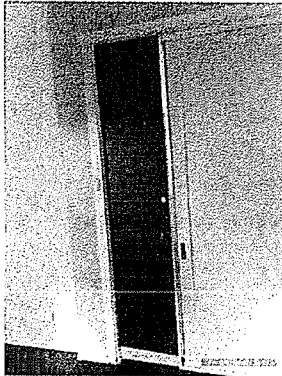
Kitchen/Dining: Cupboards/drawers (photo 10 of 15)



Kitchen/Dining: Cupboards/drawers (photo 11 of 15)



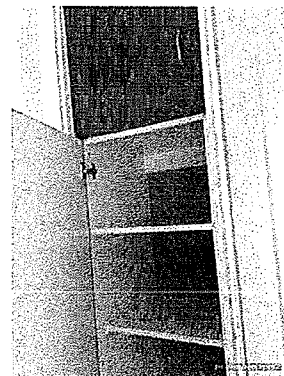
Kitchen/Dining: Cupboards/drawers (photo 12 of 15)



Kitchen/Dining: Cupboards/drawers (photo 13 of 15)



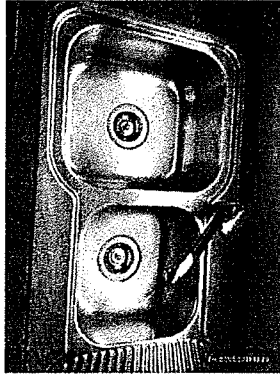
Kitchen/Dining: Cupboards/drawers (photo 14 of 15)



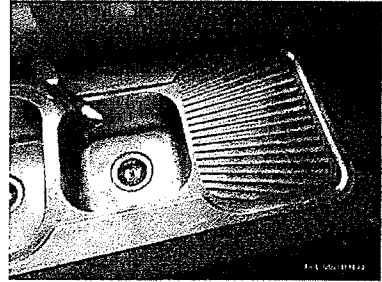
Kitchen/Dining: Cupboards/drawers (photo 15 of 15)



Kitchen/Dining: Sink/taps/disposal unit (photo 1 of 2)



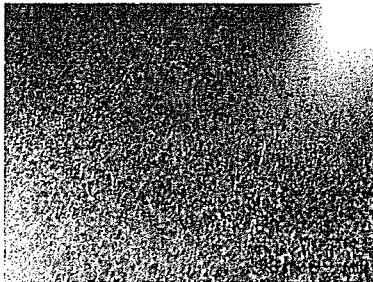
Kitchen/Dining: Sink/taps/disposal unit (photo 2 of 2)



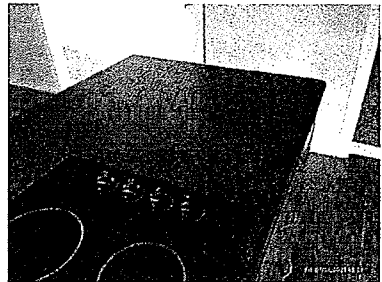
Kitchen/Dining: Bench tops/tiling (photo 1 of 8)



Kitchen/Dining: Bench tops/tiling (photo 2 of 8)



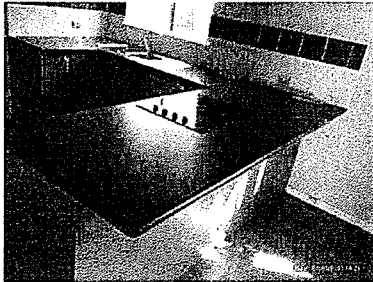
Kitchen/Dining: Bench tops/tiling (photo 3 of 8)



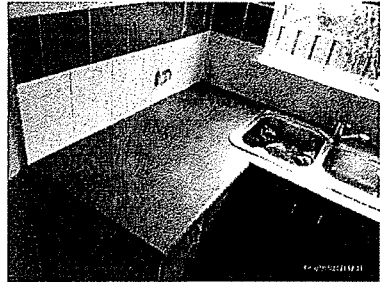
Kitchen/Dining: Bench tops/tiling (photo 4 of 8)



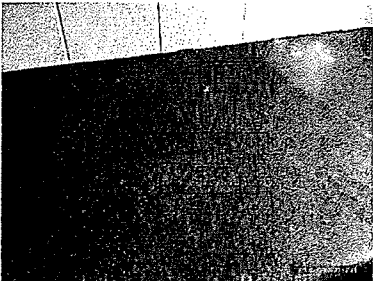
Kitchen/Dining: Bench tops/tiling (photo 5 of 8)



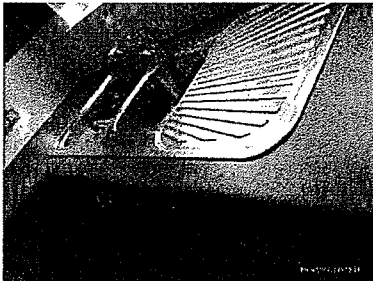
Kitchen/Dining: Bench tops/tiling (photo 6 of 8)



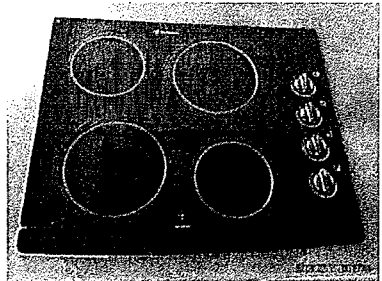
Kitchen/Dining: Bench tops/tiling (photo 7 of 8)



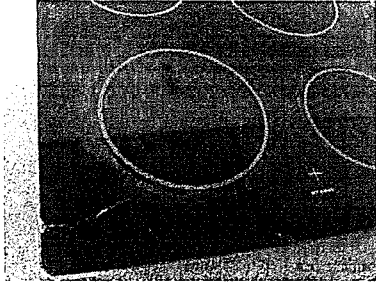
Kitchen/Dining: Bench tops/tiling (photo 8 of 8)



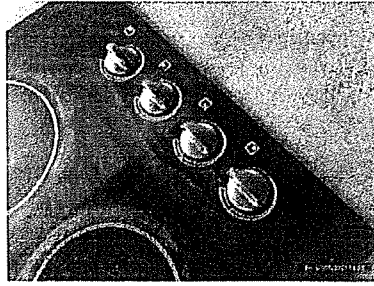
Kitchen/Dining: Stove top/hot plates (photo 1 of 3)



Kitchen/Dining: Stove top/hot plates (photo 2 of 3)



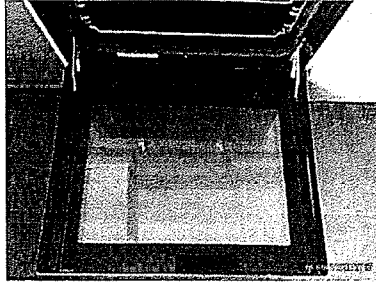
Kitchen/Dining: Stove top/hot plates (photo 3 of 3)



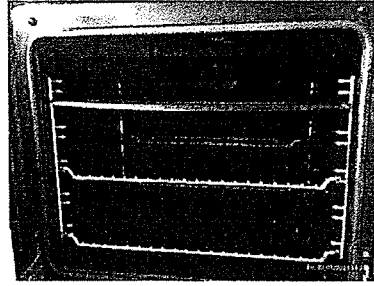
Kitchen/Dining: Oven/griller (photo 1 of 4)



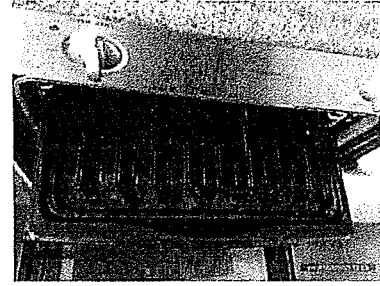
Kitchen/Dining: Oven/griller (photo 2 of 4)



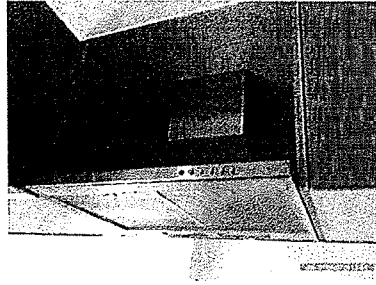
Kitchen/Dining: Oven/griller (photo 3 of 4)



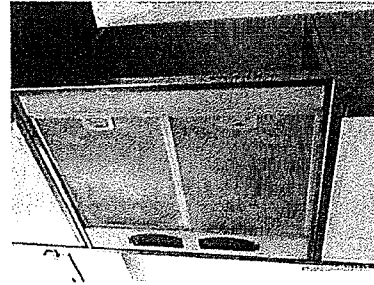
Kitchen/Dining: Oven/griller (photo 4 of 4)



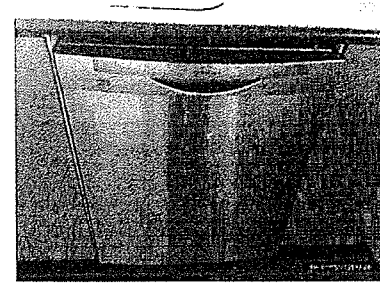
Kitchen/Dining: Exhaust fan/range hood (photo 1 of 2)



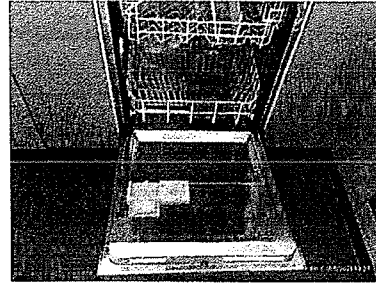
Kitchen/Dining: Exhaust fan/range hood (photo 2 of 2)



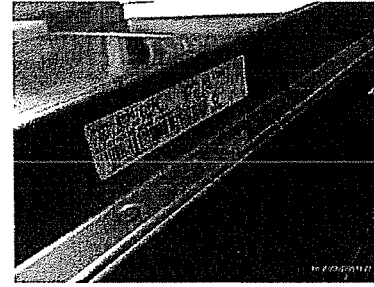
Kitchen/Dining: Dishwasher (photo 1 of 4)



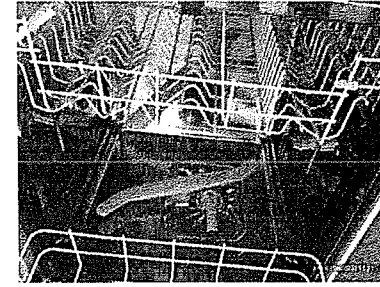
Kitchen/Dining: Dishwasher (photo 2 of 4)



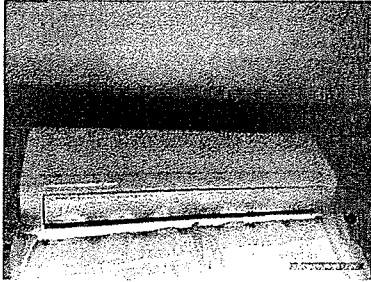
Kitchen/Dining: Dishwasher (photo 3 of 4)



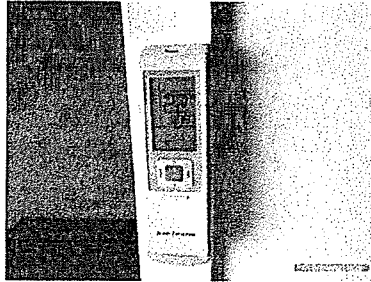
Kitchen/Dining: Dishwasher (photo 4 of 4)



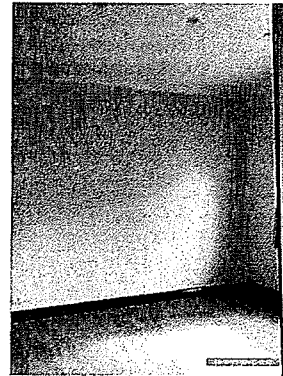
Kitchen/Dining: AC (photo 1 of 2)



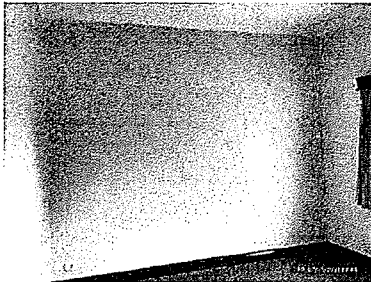
Kitchen/Dining: AC (photo 2 of 2)



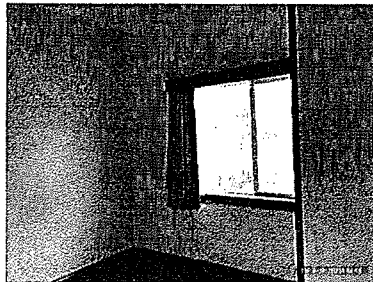
Bedroom 1 (Right): Overall



Bedroom 1 (Right): Walls/picture hooks (photo 1 of 10)



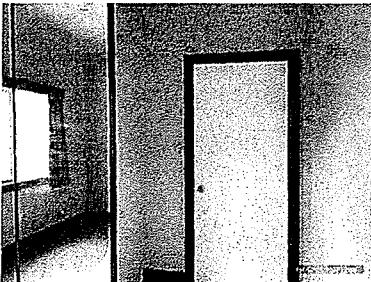
Bedroom 1 (Right): Walls/picture hooks (photo 2 of 10)



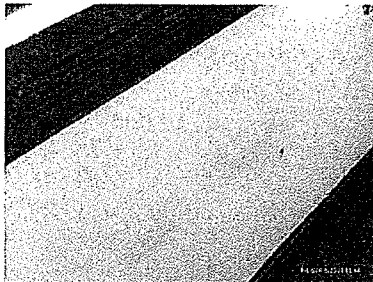
Bedroom 1 (Right): Walls/picture hooks (photo 3 of 10)



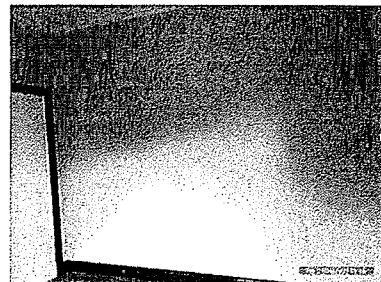
Bedroom 1 (Right): Walls/picture hooks (photo 4 of 10)



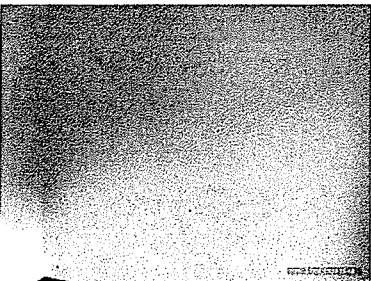
Bedroom 1 (Right): Walls/picture hooks (photo 5 of 10)



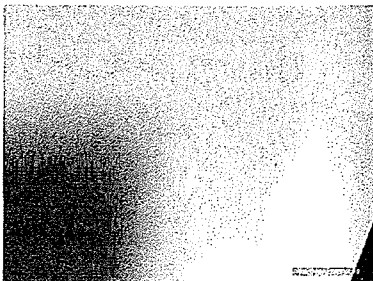
Bedroom 1 (Right): Walls/picture hooks (photo 6 of 10)



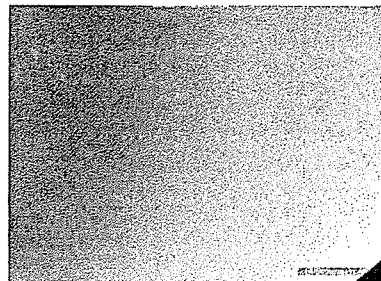
Bedroom 1 (Right): Walls/picture hooks (photo 7 of 10)



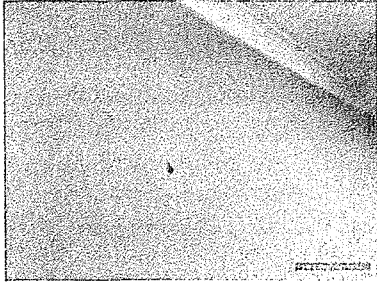
Bedroom 1 (Right): Walls/picture hooks (photo 8 of 10)



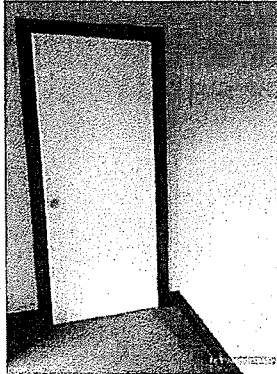
Bedroom 1 (Right): Walls/picture hooks (photo 9 of 10)



Bedroom 1 (Right): Walls/picture hooks (photo 10 of 10)



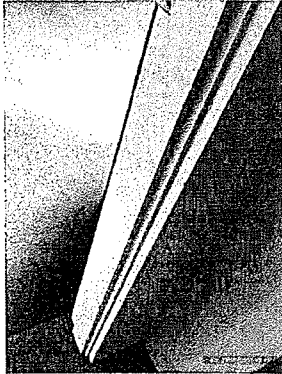
Bedroom 1 (Right): Doors/doorway frames (photo 1 of 4)



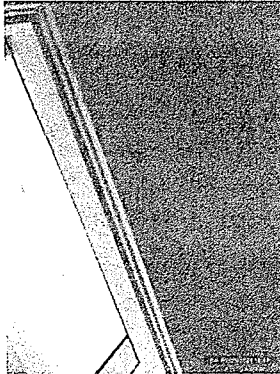
Bedroom 1 (Right): Doors/doorway frames (photo 2 of 4)



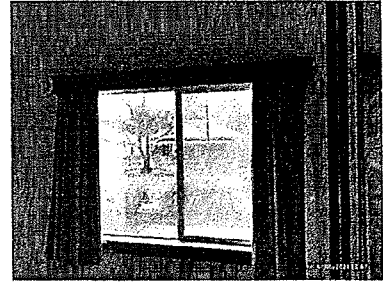
Bedroom 1 (Right): Doors/doorway frames (photo 3 of 4)



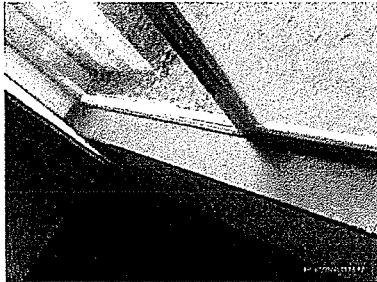
Bedroom 1 (Right): Doors/doorway frames (photo 4 of 4)



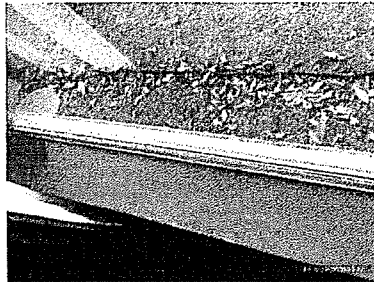
Bedroom 1 (Right): Windows/screens/window safety devices (photo 1 of 5)



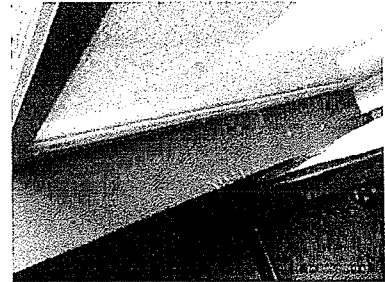
Bedroom 1 (Right): Windows/screens/window safety devices (photo 2 of 5)



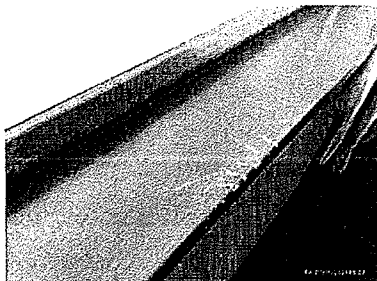
Bedroom 1 (Right): Windows/screens/window safety devices (photo 3 of 5)



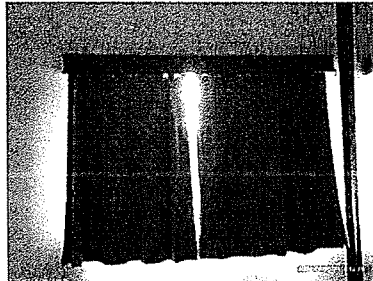
Bedroom 1 (Right): Windows/screens/window safety devices (photo 4 of 5)



Bedroom 1 (Right): Windows/screens/window safety devices (photo 5 of 5)



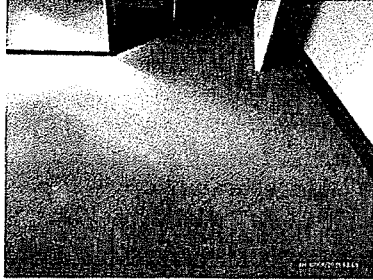
Bedroom 1 (Right): Blinds/curtains



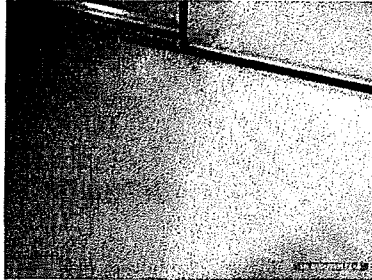
Bedroom 1 (Right): Floor coverings (photo 1 of 6)



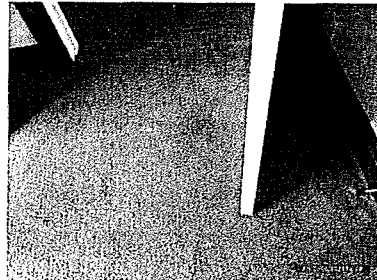
Bedroom 1 (Right): Floor coverings (photo 2 of 6)



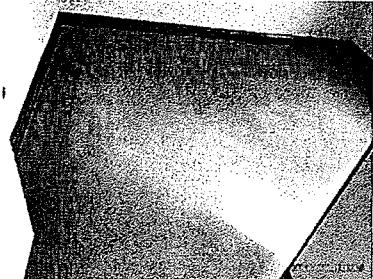
Bedroom 1 (Right): Floor coverings (photo 3 of 6)



Bedroom 1 (Right): Floor coverings (photo 4 of 6)



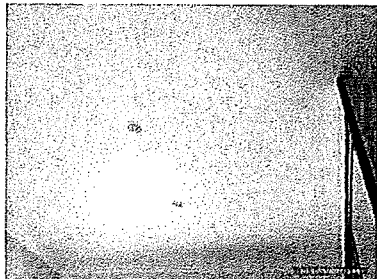
Bedroom 1 (Right): Floor coverings (photo 5 of 6)



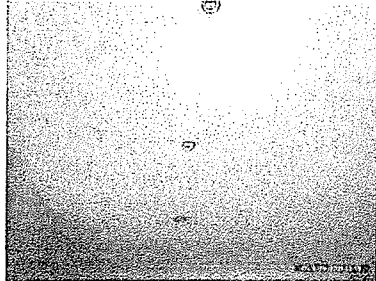
Bedroom 1 (Right): Floor coverings (photo 6 of 6)



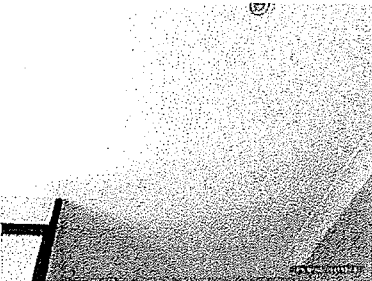
Bedroom 1 (Right): Ceiling/ Cornices (photo 1 of 3)



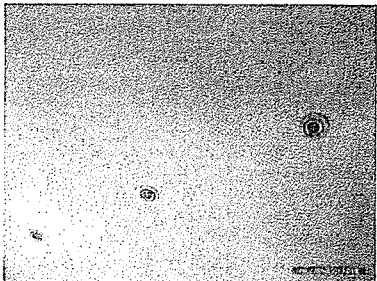
Bedroom 1 (Right): Ceiling/ Cornices (photo 2 of 3)



Bedroom 1 (Right): Ceiling/ Cornices (photo 3 of 3)



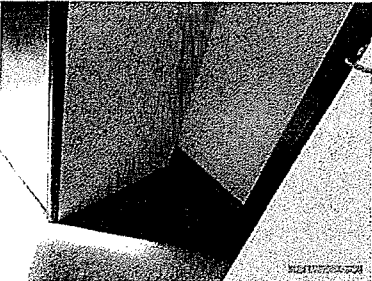
Bedroom 1 (Right): Lights/Switches/Powerpoints (photo 1 of 2)



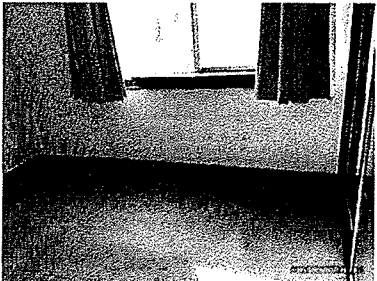
Bedroom 1 (Right): Lights/Switches/Powerpoints (photo 2 of 2)



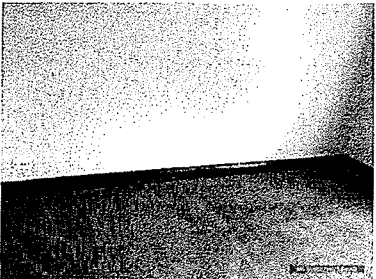
Bedroom 1 (Right): Skirting boards (photo 1 of 5)



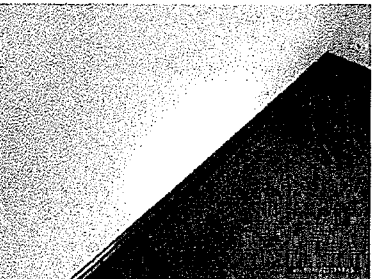
Bedroom 1 (Right): Skirting boards (photo 2 of 5)



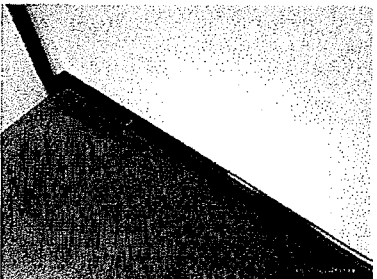
Bedroom 1 (Right): Skirting boards (photo 3 of 5)



Bedroom 1 (Right): Skirting boards (photo 4 of 5)



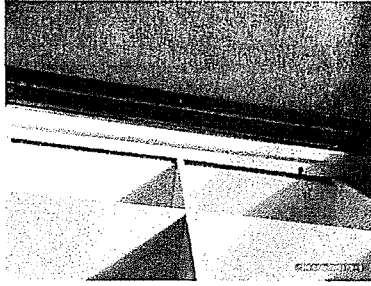
Bedroom 1 (Right): Skirting boards (photo 5 of 5)



Bedroom 1 (Right): Built-in wardrobe/shelves (photo 1 of 7)



Bedroom 1 (Right): Built-in wardrobe/shelves (photo 2 of 7)



Bedroom 1 (Right): Built-in wardrobe/shelves (photo 3 of 7)



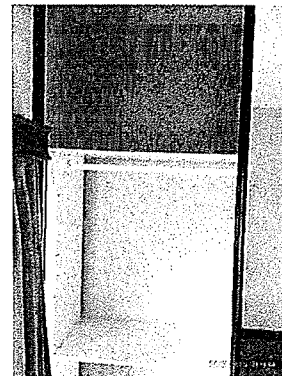
Bedroom 1 (Right): Built-in wardrobe/shelves (photo 4 of 7)



Bedroom 1 (Right): Built-in wardrobe/shelves (photo 5 of 7)



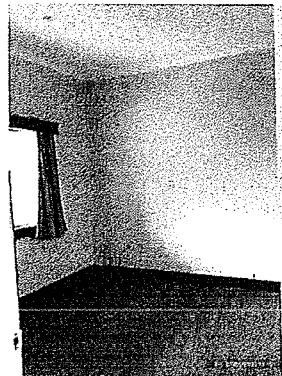
Bedroom 1 (Right): Built-in wardrobe/shelves (photo 6 of 7)



Bedroom 1 (Right): Built-in wardrobe/shelves (photo 7 of 7)



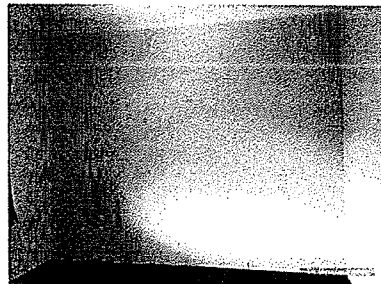
Bedroom 2 (Left): Overall (photo 1 of 2)



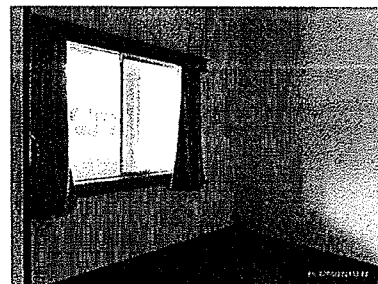
Bedroom 2 (Left): Overall (photo 2 of 2)



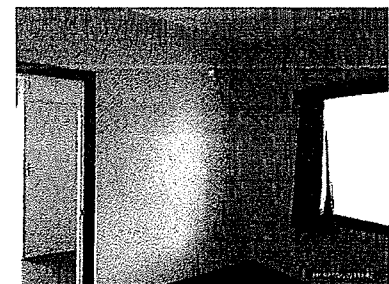
Bedroom 2 (Left): Walls/picture hooks (photo 1 of 6)



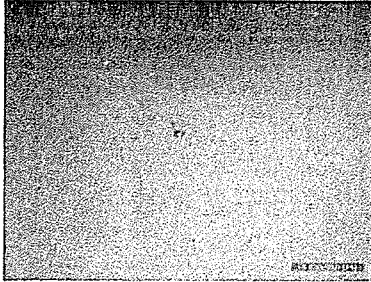
Bedroom 2 (Left): Walls/picture hooks (photo 2 of 8)



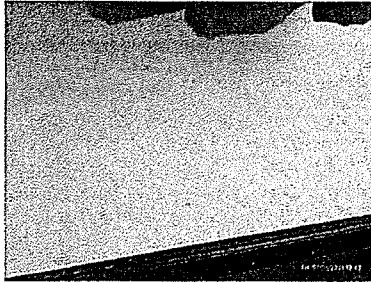
Bedroom 2 (Left): Walls/picture hooks (photo 3 of 8)



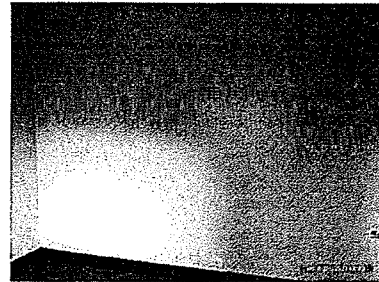
Bedroom 2 (Left): Walls/picture hooks (photo 4 of 8)



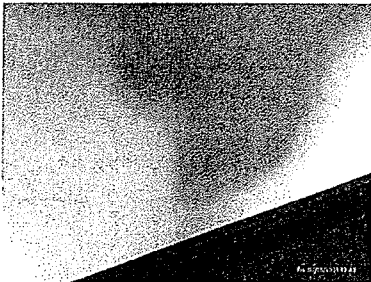
Bedroom 2 (Left): Walls/picture hooks (photo 5 of 8)



Bedroom 2 (Left): Walls/picture hooks (photo 6 of 8)



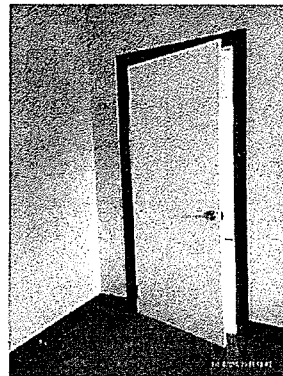
Bedroom 2 (Left): Walls/picture hooks (photo 7 of 8)



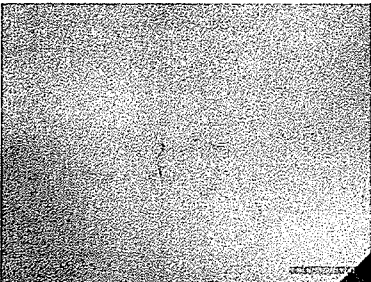
Bedroom 2 (Left): Walls/picture hooks (photo 8 of 8)



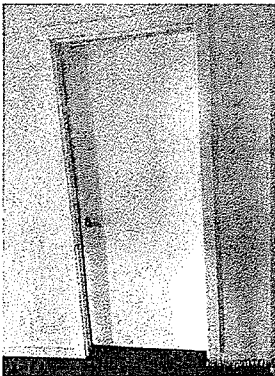
Bedroom 2 (Left): Doors/doorway frames (photo 1 of 5)



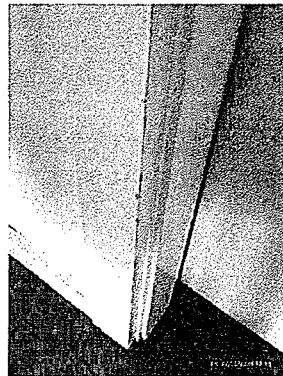
Bedroom 2 (Left): Doors/doorway frames (photo 2 of 5)



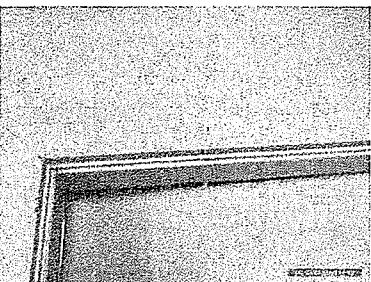
Bedroom 2 (Left): Doors/doorway frames (photo 3 of 5)



Bedroom 2 (Left): Doors/doorway frames (photo 4 of 5)



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



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



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



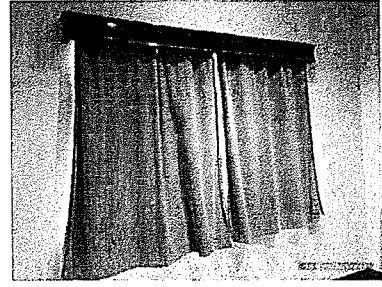
Bedroom 2 (Left): Windows/screens/window safety devices (photo 3 of 4)



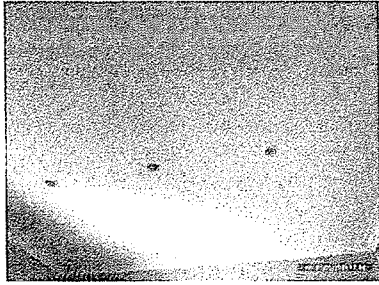
Bedroom 2 (Left): Windows/screens/window safety devices (photo 4 of 4)



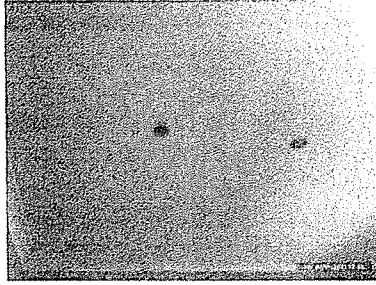
Bedroom 2 (Left): Blinds/curtains



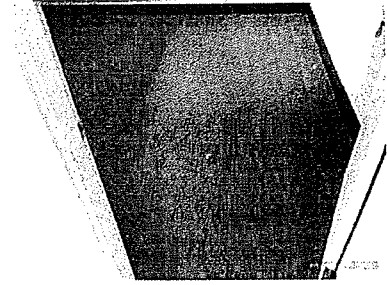
Bedroom 2 (Left): Ceiling/ Cornices (photo 1 of 2)



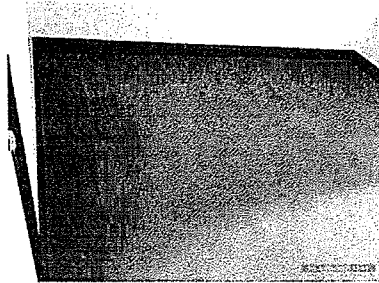
Bedroom 2 (Left): Ceiling/ Cornices (photo 2 of 2)



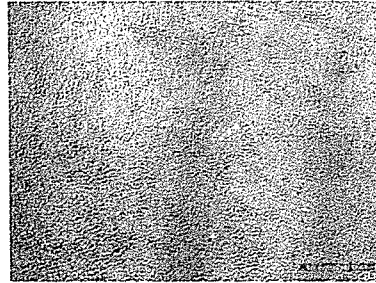
Bedroom 2 (Left): Floor coverings (photo 1 of 5)



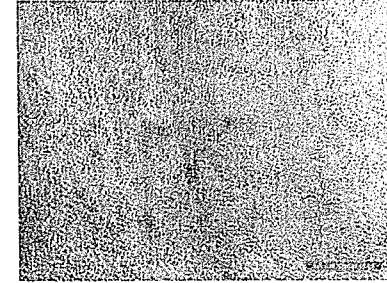
Bedroom 2 (Left): Floor coverings (photo 2 of 5)



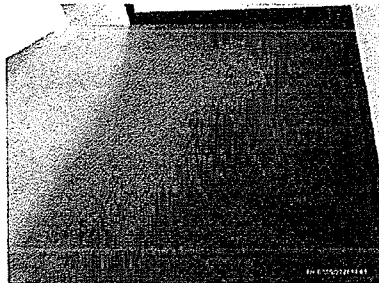
Bedroom 2 (Left): Floor coverings (photo 3 of 5)



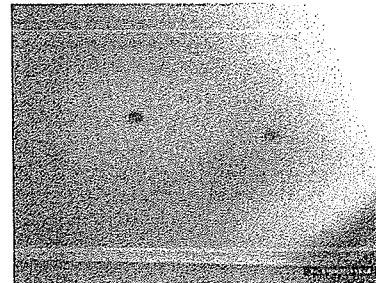
Bedroom 2 (Left): Floor coverings (photo 4 of 5)



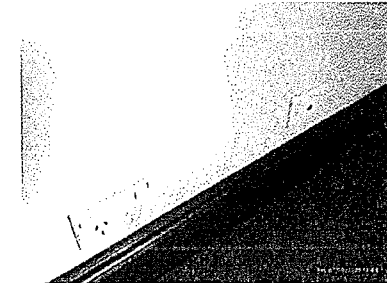
Bedroom 2 (Left): Floor coverings (photo 5 of 5)



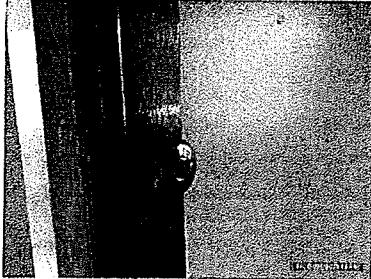
Bedroom 2 (Left): Lights/power points (photo 1 of 3)



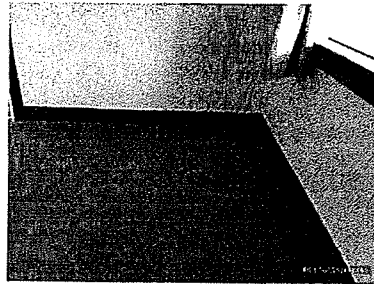
Bedroom 2 (Left): Lights/power points (photo 2 of 3)



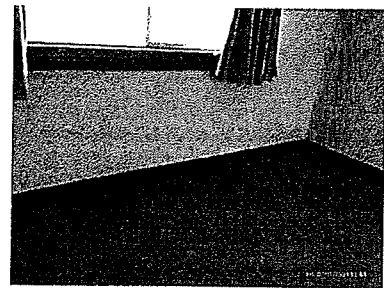
Bedroom 2 (Left): Lights/power points (photo 3 of 3)



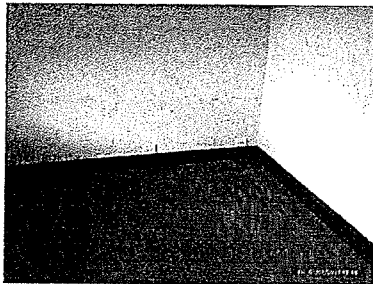
Bedroom 2 (Left): Skirting boards (photo 1 of 5)



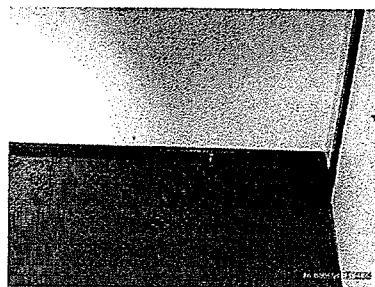
Bedroom 2 (Left): Skirting boards (photo 2 of 5)



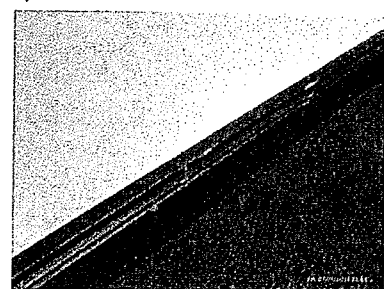
Bedroom 2 (Left): Skirting boards (photo 3 of 5)



Bedroom 2 (Left): Skirting boards (photo 4 of 5)



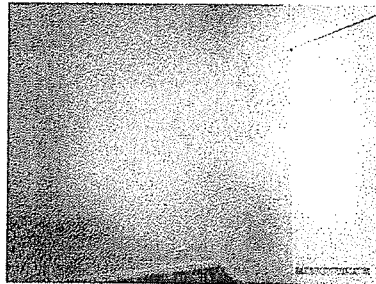
Bedroom 2 (Left): Skirting boards (photo 5 of 5)



Bedroom 3 (Back): Overall



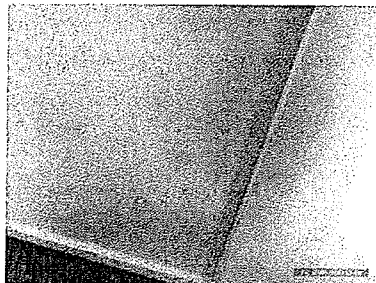
Bedroom 3 (Back): Walls/picture hooks (photo 1 of 10)



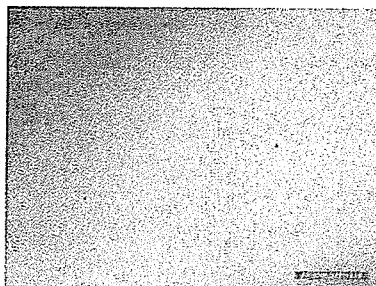
Bedroom 3 (Back): Walls/picture hooks (photo 2 of 10)



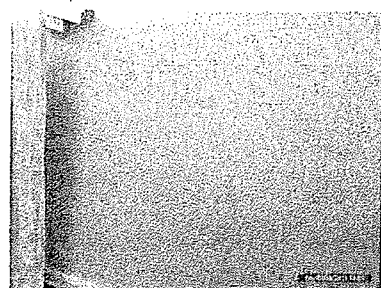
Bedroom 3 (Back): Walls/picture hooks (photo 3 of 10)



Bedroom 3 (Back): Walls/picture hooks (photo 4 of 10)



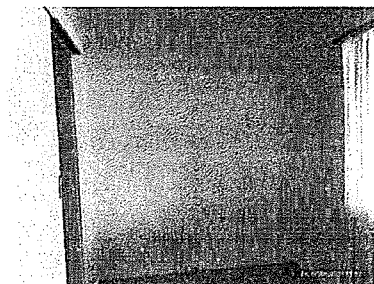
Bedroom 3 (Back): Walls/picture hooks (photo 5 of 10)



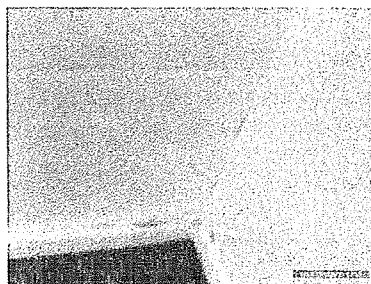
Bedroom 3 (Back): Walls/picture hooks (photo 6 of 10)



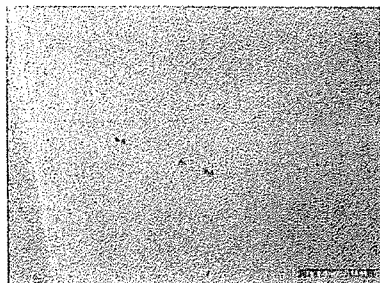
Bedroom 3 (Back): Walls/picture hooks (photo 7 of 10)



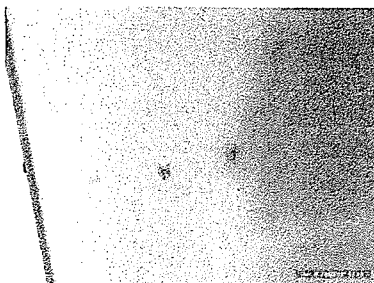
Bedroom 3 (Back): Walls/picture hooks (photo 8 of 10)



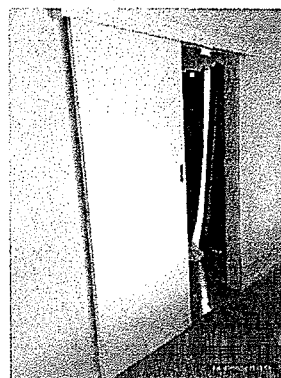
Bedroom 3 (Back): Walls/picture hooks (photo 9 of 10)



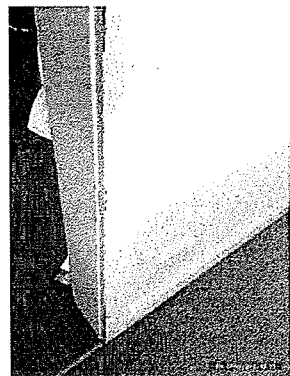
Bedroom 3 (Back): Walls/picture hooks (photo 10 of 10)



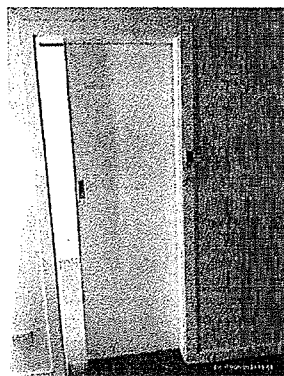
Bedroom 3 (Back): Doors/doorway frames (photo 1 of 5)



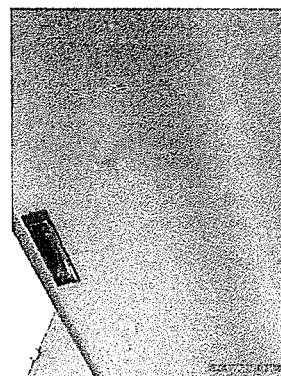
Bedroom 3 (Back): Doors/doorway frames (photo 2 of 5)



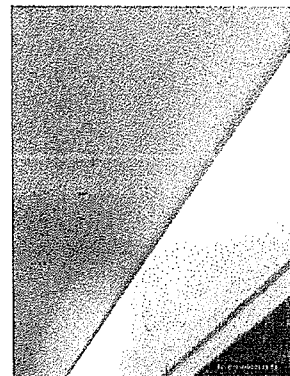
Bedroom 3 (Back): Doors/doorway frames (photo 3 of 5)



Bedroom 3 (Back): Doors/doorway frames (photo 4 of 5)



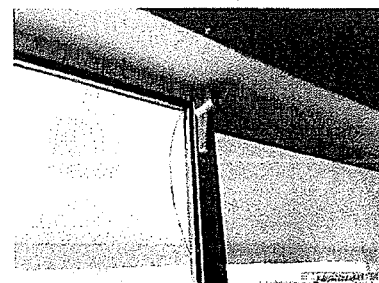
Bedroom 3 (Back): Doors/doorway frames (photo 5 of 5)



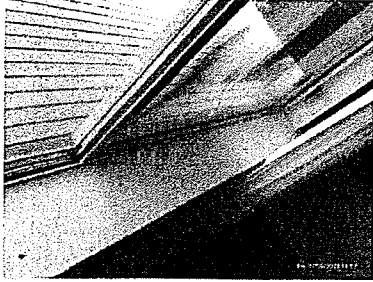
Bedroom 3 (Back): Windows/screens/window safety devices (photo 1 of 6)



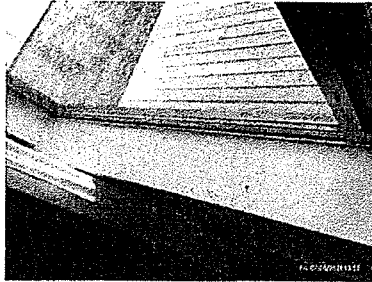
Bedroom 3 (Back): Windows/screens/window safety devices (photo 2 of 6)



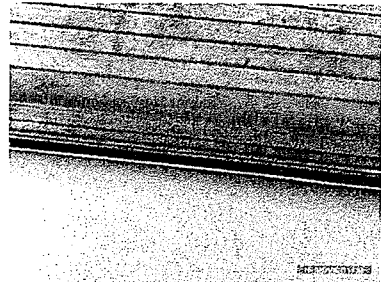
Bedroom 3 (Back): Windows/screens/window safety devices (photo 3 of 6)



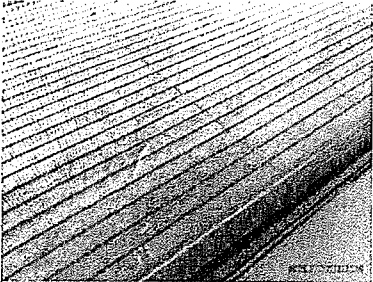
Bedroom 3 (Back): Windows/screens/window safety devices (photo 4 of 6)



Bedroom 3 (Back): Windows/screens/window safety devices (photo 5 of 6)



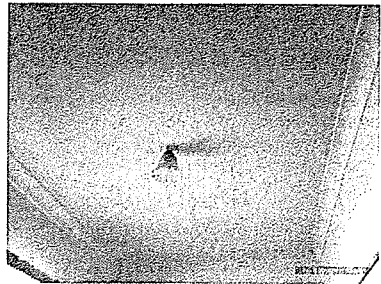
Bedroom 3 (Back): Windows/screens/window safety devices (photo 6 of 6)



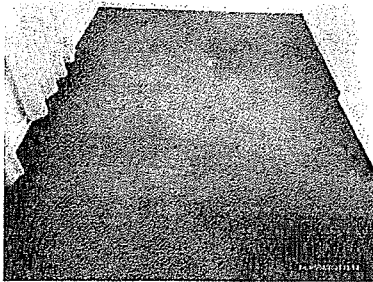
Bedroom 3 (Back): Blinds/curtains



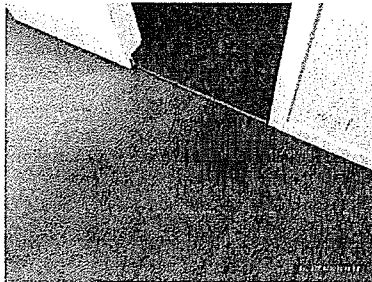
Bedroom 3 (Back): Ceiling/ Cornices



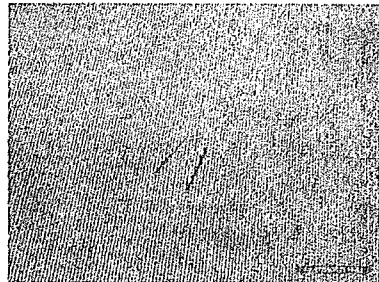
Bedroom 3 (Back): Floor coverings (photo 1 of 5)



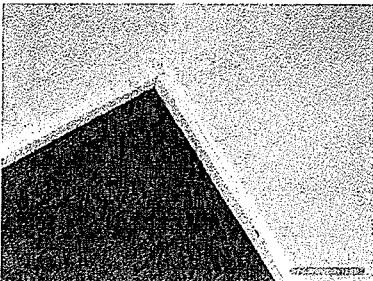
Bedroom 3 (Back): Floor coverings (photo 2 of 5)



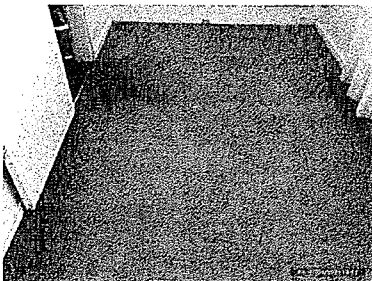
Bedroom 3 (Back): Floor coverings (photo 3 of 5)



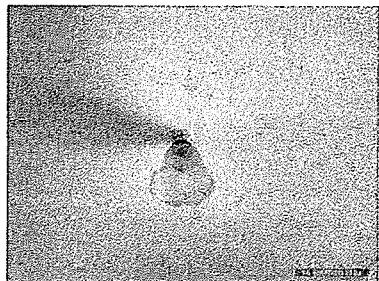
Bedroom 3 (Back): Floor coverings (photo 4 of 5)



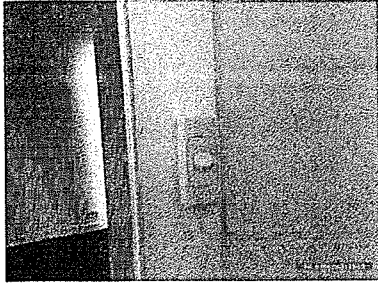
Bedroom 3 (Back): Floor coverings (photo 5 of 5)



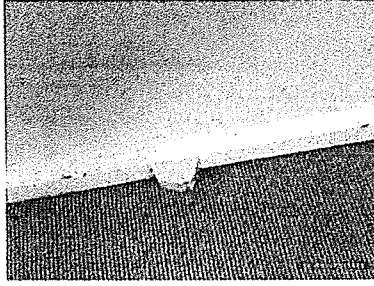
Bedroom 3 (Back): Lights/power points (photo 1 of 3)



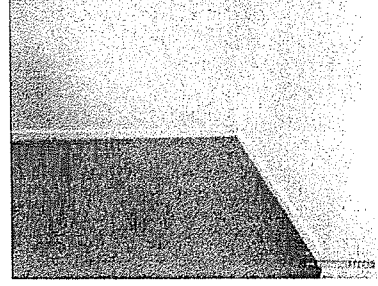
Bedroom 3 (Back): Lights/power points (photo 2 of 3)



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



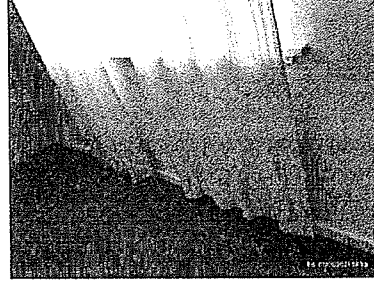
Bedroom 3 (Back): Skirting boards (photo 1 of 4)



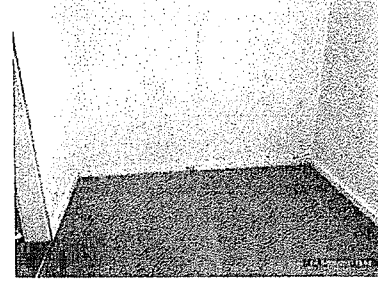
Bedroom 3 (Back): Skirting boards (photo 2 of 4)



Bedroom 3 (Back): Skirting boards (photo 3 of 4)



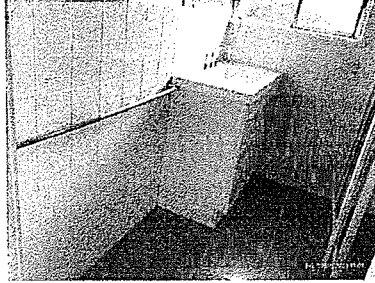
Bedroom 3 (Back): Skirting boards (photo 4 of 4)



Bathroom: Overall



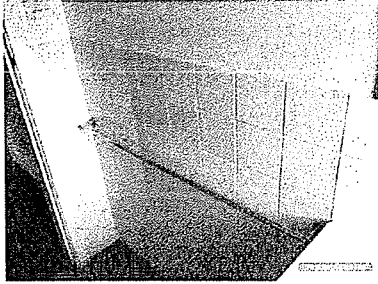
Bathroom: Walls/tiles (photo 1 of 8)



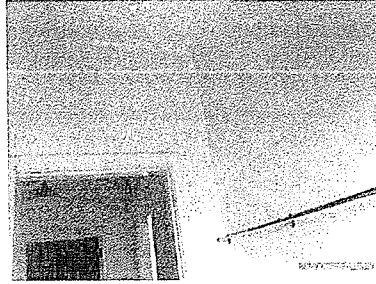
Bathroom: Walls/tiles (photo 2 of 8)



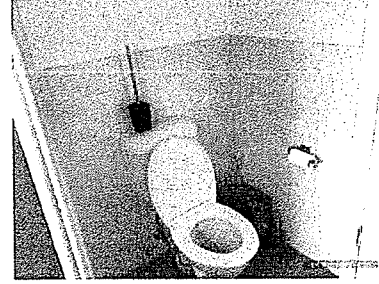
Bathroom: Walls/tiles (photo 3 of 8)



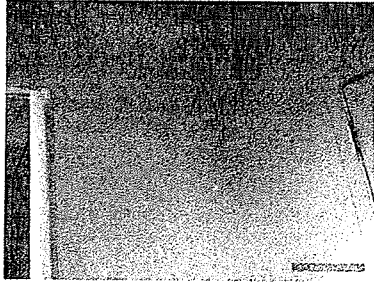
Bathroom: Walls/tiles (photo 4 of 8)



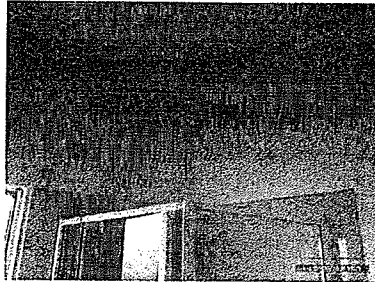
Bathroom: Walls/tiles (photo 5 of 8)



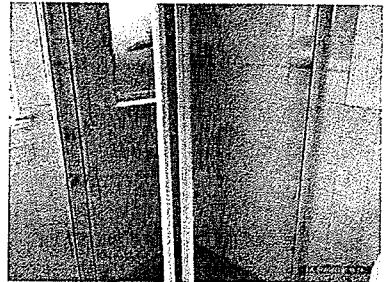
Bathroom: Walls/tiles (photo 6 of 8)



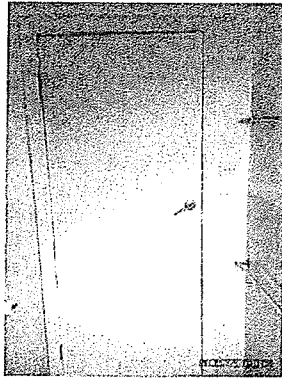
Bathroom: Walls/tiles (photo 7 of 8)



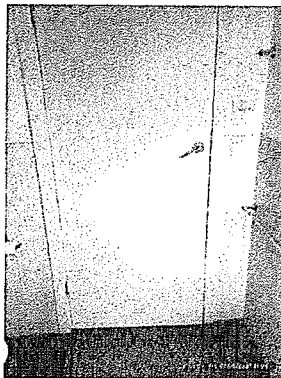
Bathroom: Walls/tiles (photo 8 of 8)



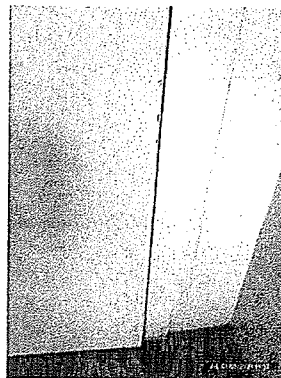
Bathroom: Doors/doorway frames (photo 1 of 4)



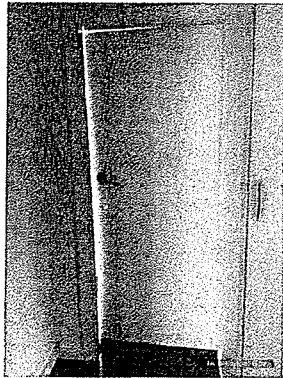
Bathroom: Doors/doorway frames (photo 2 of 4)



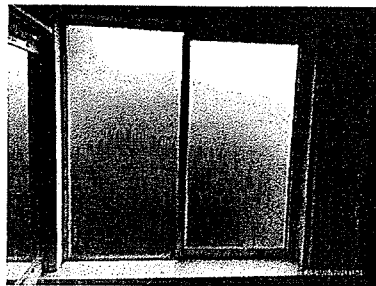
Bathroom: Doors/doorway frames (photo 3 of 4)



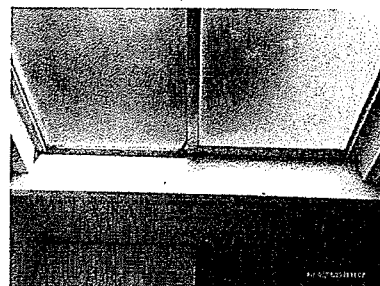
Bathroom: Doors/doorway frames (photo 4 of 4)



Bathroom: Windows/screens/window safety devices (photo 1 of 5)



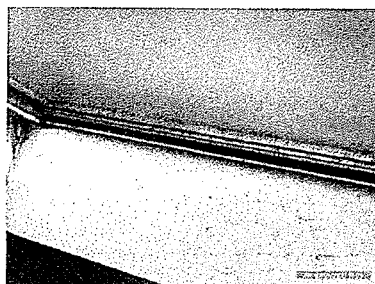
Bathroom: Windows/screens/window safety devices (photo 2 of 5)



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



Bathroom: Windows/screens/window safety devices (photo 4 of 5)



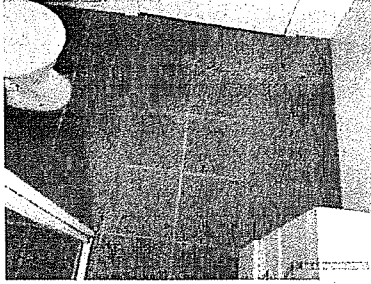
Bathroom: Windows/screens/window safety devices (photo 5 of 5)



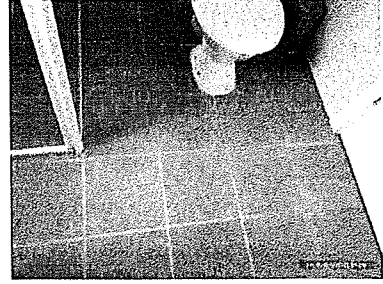
Bathroom: Floor tiles/floor coverings (photo 1 of 3)



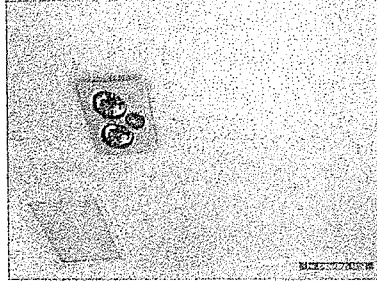
Bathroom: Floor tiles/floor coverings (photo 2 of 3)



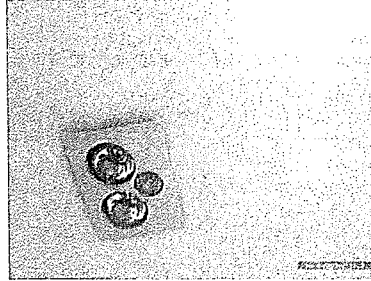
Bathroom: Floor tiles/floor coverings (photo 3 of 3)



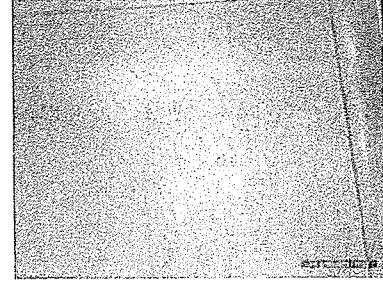
Bathroom: Ceiling/ Cornices (photo 1 of 4)



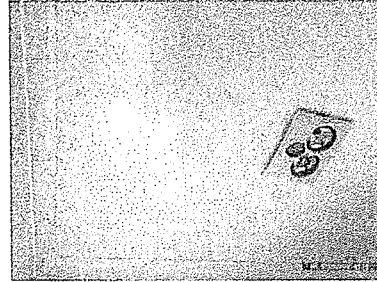
Bathroom: Ceiling/ Cornices (photo 2 of 4)



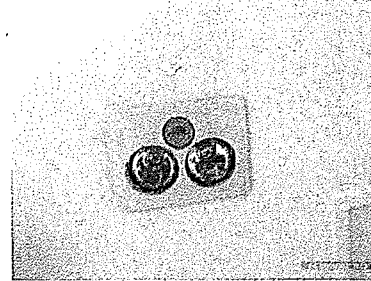
Bathroom: Ceiling/ Cornices (photo 3 of 4)



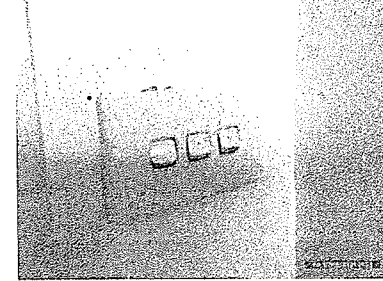
Bathroom: Ceiling/ Cornices (photo 4 of 4)



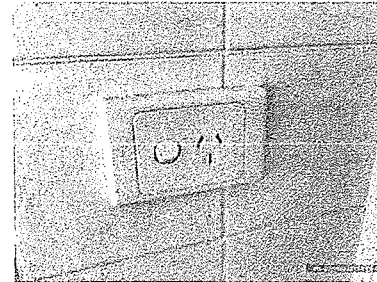
Bathroom: Lights/Switches/Powerpoints (photo 1 of 4)



Bathroom: Lights/Switches/Powerpoints (photo 2 of 4)



Bathroom: Lights/Switches/Powerpoints (photo 3 of 4)



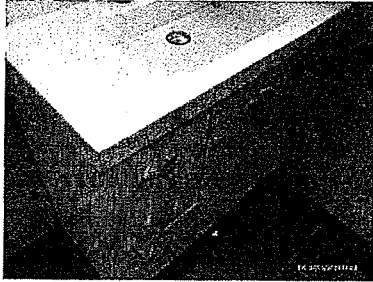
Bathroom: Lights/Switches/Powerpoints (photo 4 of 4)



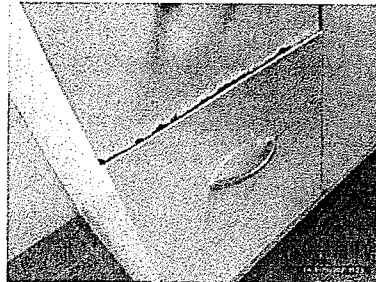
Bathroom: Mirror/cabinet/vanity (photo 1 of 7)



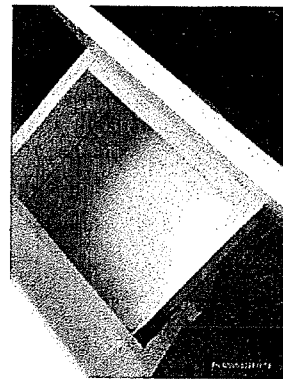
Bathroom: Mirror/cabinet/vanity (photo 2 of 7)



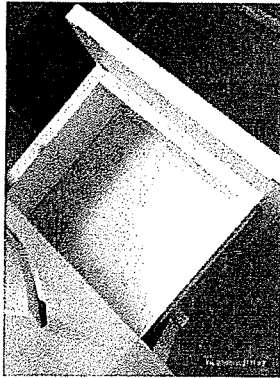
Bathroom: Mirror/cabinet/vanity (photo 3 of 7)



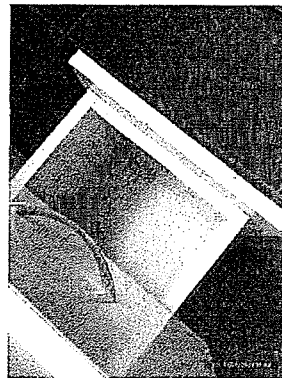
Bathroom: Mirror/cabinet/vanity (photo 4 of 7)



Bathroom: Mirror/cabinet/vanity (photo 5 of 7)



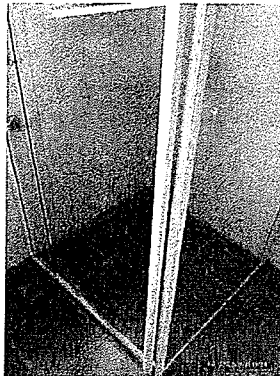
Bathroom: Mirror/cabinet/vanity (photo 6 of 7)



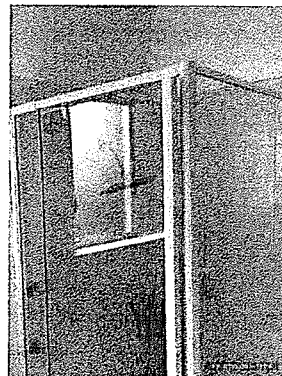
Bathroom: Mirror/cabinet/vanity (photo 7 of 7)



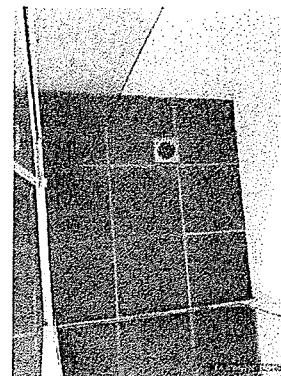
Bathroom: Shower/screen/taps (photo 1 of 9)



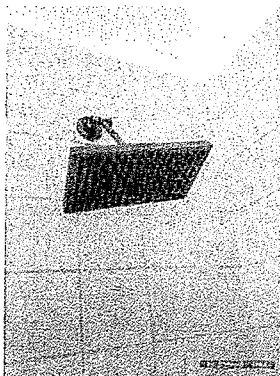
Bathroom: Shower/screen/taps (photo 2 of 9)



Bathroom: Shower/screen/taps (photo 3 of 9)



Bathroom: Shower/screen/taps (photo 4 of 9)



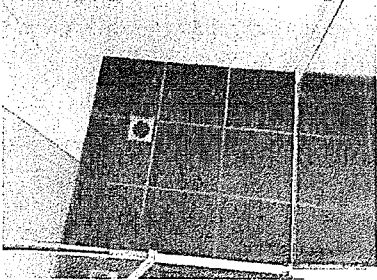
Bathroom: Shower/screen/taps (photo 5 of 9)



Bathroom: Shower/screen/taps (photo 6 of 9)



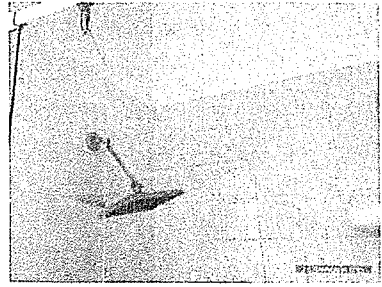
Bathroom: Shower/screen/taps (photo 7 of 9)



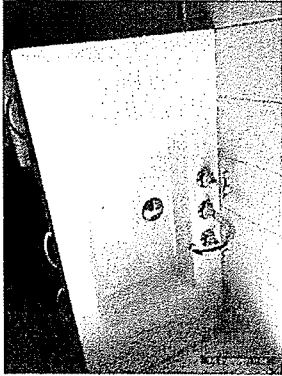
Bathroom: Shower/screen/taps (photo 8 of 9)



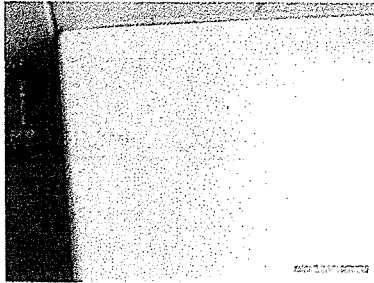
Bathroom: Shower/screen/taps (photo 9 of 9)



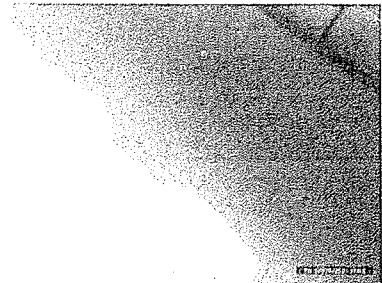
Bathroom: Wash basin/taps (photo 1 of 4)



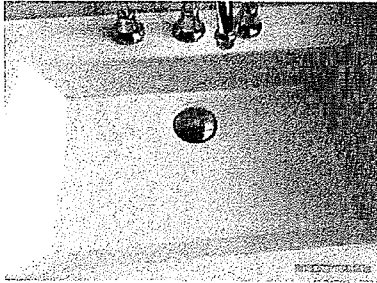
Bathroom: Wash basin/taps (photo 2 of 4)



Bathroom: Wash basin/taps (photo 3 of 4)



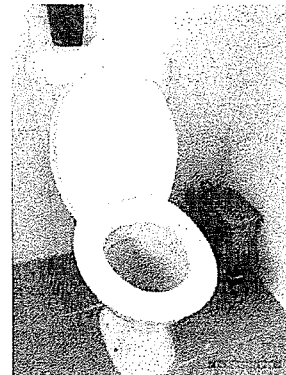
Bathroom: Wash basin/taps (photo 4 of 4)



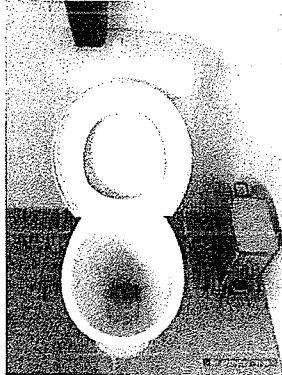
Bathroom: Towel rails



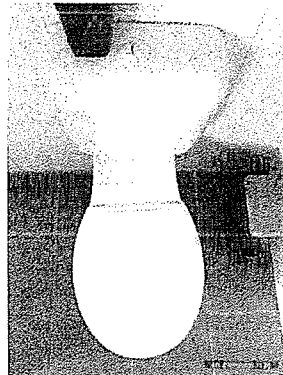
Bathroom: Toilet/cistern/seat (photo 1 of 3)



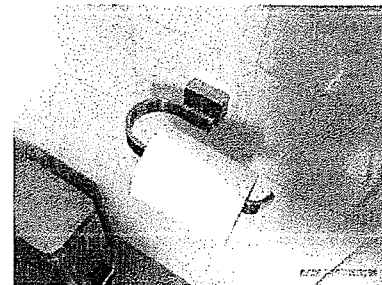
Bathroom: Toilet/cistern/seat (photo 2 of 3)



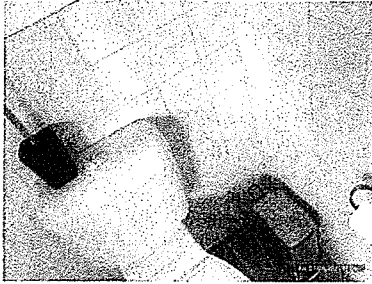
Bathroom: Toilet/cistern/seat (photo 3 of 3)



Bathroom: Toilet roll holder



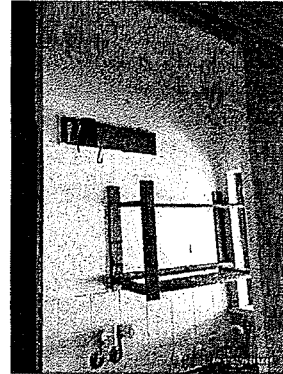
Bathroom: Other



Laundry: Overall



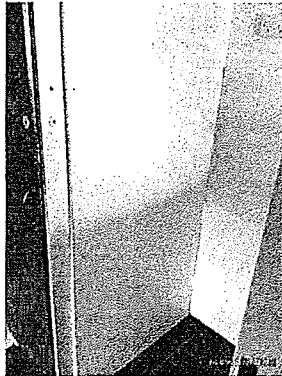
Laundry: Walls/tiles (photo 1 of 10)



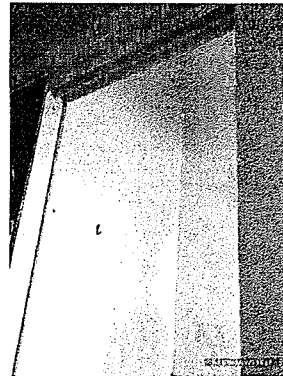
Laundry: Walls/tiles (photo 2 of 10)



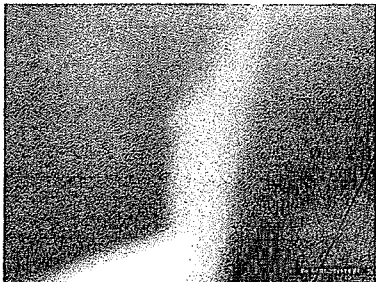
Laundry: Walls/tiles (photo 3 of 10)



Laundry: Walls/tiles (photo 4 of 10)



Laundry: Walls/tiles (photo 5 of 10)



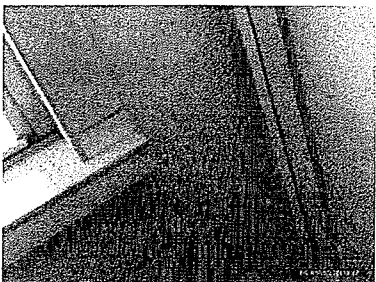
Laundry: Walls/tiles (photo 6 of 10)



Laundry: Walls/tiles (photo 7 of 10)



Laundry: Walls/tiles (photo 8 of 10)



Laundry: Walls/tiles (photo 9 of 10)



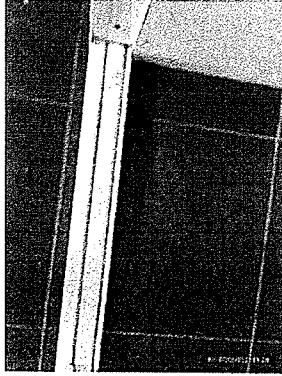
Laundry: Walls/tiles (photo 10 of 10)



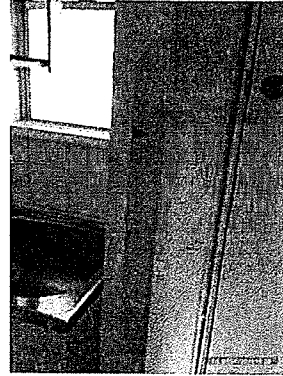
Laundry: Doors/doorway frames (photo 1 of 3)



Laundry: Doors/doorway frames (photo 2 of 3)



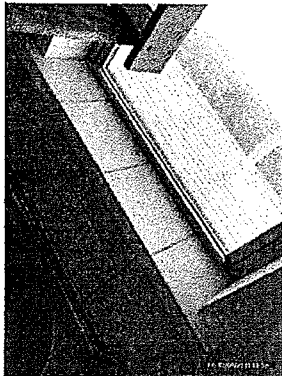
Laundry: Doors/doorway frames (photo 3 of 3)



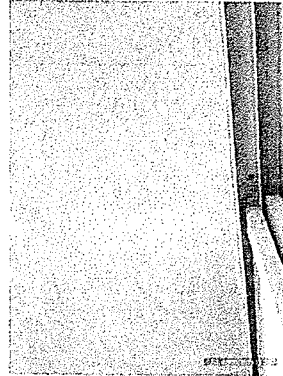
Laundry: Windows/screens/window safety devices (photo 1 of 2)



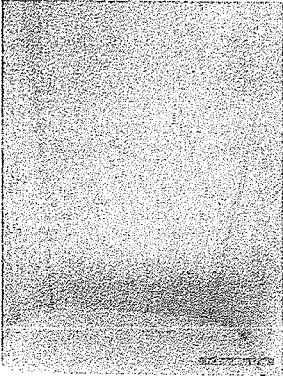
Laundry: Windows/screens/window safety devices (photo 2 of 2)



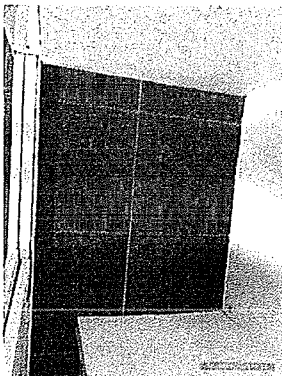
Laundry: Ceiling/ Cornices (photo 1 of 2)



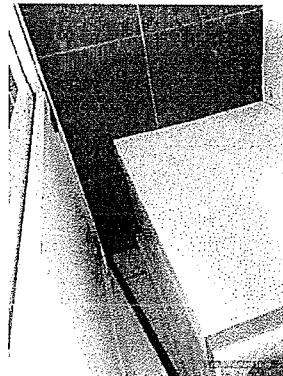
Laundry: Ceiling/ Cornices (photo 2 of 2)



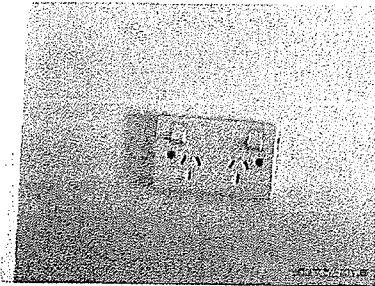
Laundry: Floor tiles/floor coverings (photo 1 of 2)



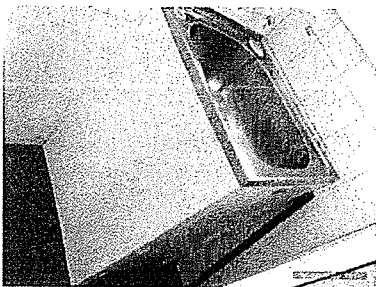
Laundry: Floor tiles/floor coverings (photo 2 of 2)



Laundry: Lights/Switches/Powerpoints



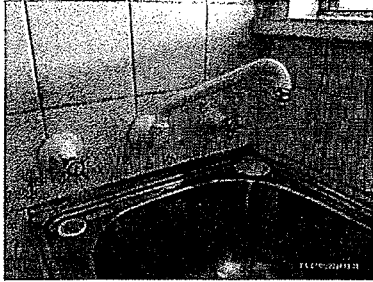
Laundry: Washing tub/ Taps/ Spout (photo 1 of 4)



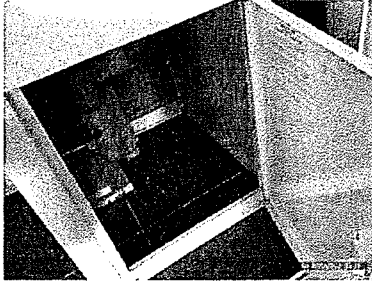
Laundry: Washing tub/ Taps/ Spout (photo 2 of 4)



Laundry: Washing tub/ Taps/ Spout (photo 3 of 4)



Laundry: Washing tub/ Taps/ Spout (photo 4 of 4)



Laundry: Washing machine/taps



External/General: Overall (photo 1 of 2)



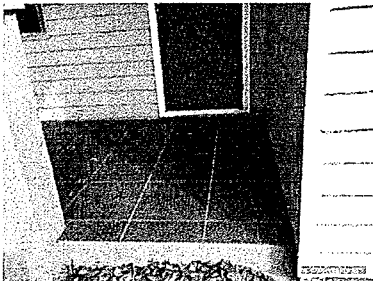
External/General: Overall (photo 2 of 2)



External/General: Front Porch (photo 1 of 8)



External/General: Front Porch (photo 2 of 8)



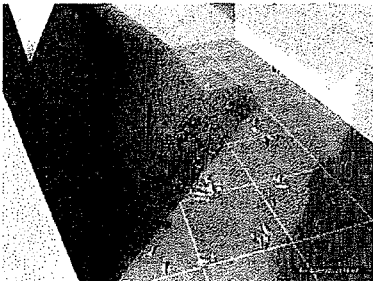
External/General: Front Porch (photo 3 of 8)



External/General: Front Porch (photo 4 of 8)



External/General: Front Porch (photo 5 of 8)



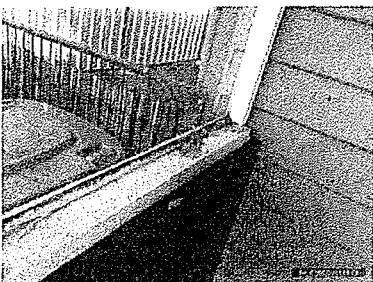
External/General: Front Porch (photo 6 of 8)



External/General: Front Porch (photo 7 of 8)



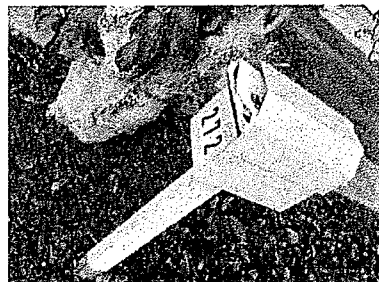
External/General: Front Porch (photo 8 of 8)



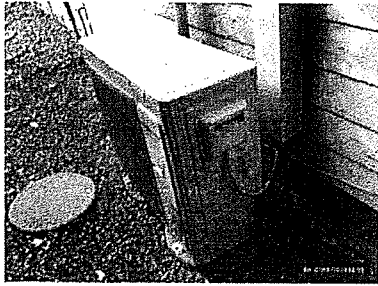
External/General: Letterbox / Street number (photo 1 of 2)



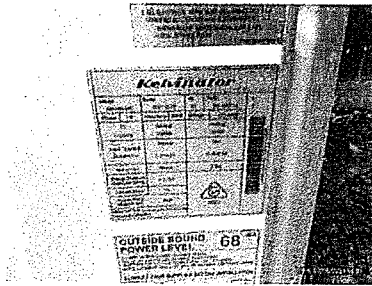
External/General: Letterbox / Street number (photo 2 of 2)



External/General: Heating/Air conditioning (photo 1 of 2)



External/General: Heating/Air conditioning (photo 2 of 2)



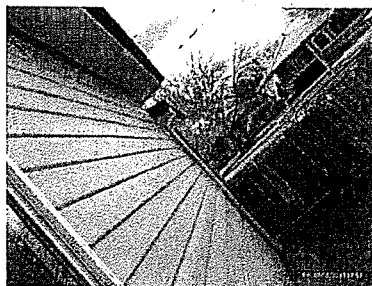
External/General: Roof (photo 1 of 2)



External/General: Roof (photo 2 of 2)



External/General: Gutters/downpipe (photo 1 of 10)



External/General: Gutters/downpipe (photo 2 of 10)



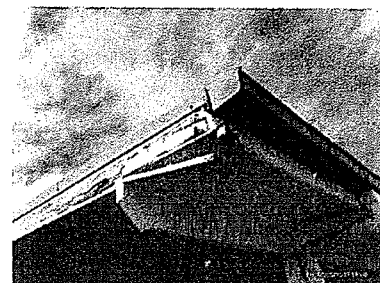
External/General: Gutters/downpipe (photo 3 of 10)



External/General: Gutters/downpipe (photo 4 of 10)



External/General: Gutters/downpipe (photo 5 of 10)



External/General: Gutters/downpipe (photo 6 of 10)



External/General: Gutters/downpipe (photo 7 of 10)



External/General: Gutters/downpipe (photo 8 of 10)



External/General: Gutters/downpipe (photo 9 of 10)



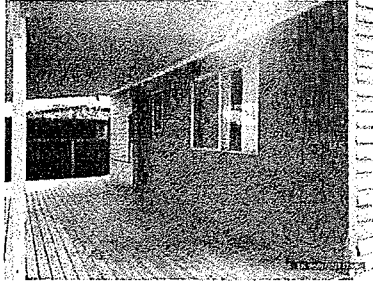
External/General: Gutters/downpipe (photo 10 of 10)



External/General: External Walls (photo 1 of 13)



External/General: External Walls (photo 2 of 13)



External/General: External Walls (photo 3 of 13)



External/General: External Walls (photo 4 of 13)



External/General: External Walls (photo 5 of 13)



External/General: External Walls (photo 6 of 13)



External/General: External Walls (photo 7 of 13)



External/General: External Walls (photo 8 of 13)



External/General: External Walls (photo 9 of 13)



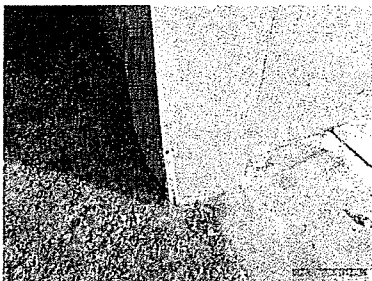
External/General: External Walls (photo 10 of 13)



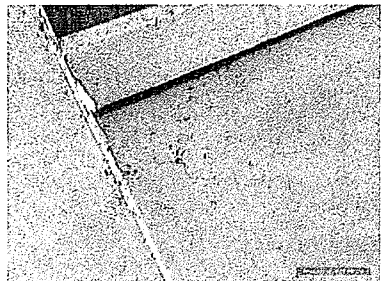
External/General: External Walls (photo 11 of 13)



External/General: External Walls (photo 12 of 13)



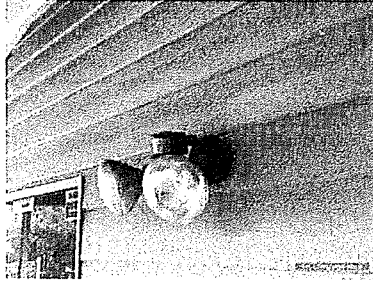
External/General: External Walls (photo 13 of 13)



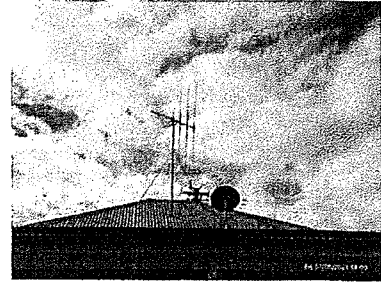
External/General: Windows/screens/window safety devices



External/General: External lights/ Powerpoint



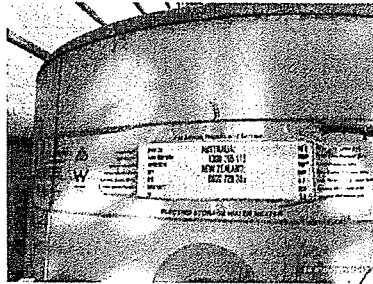
External/General: External television antenna/tv points



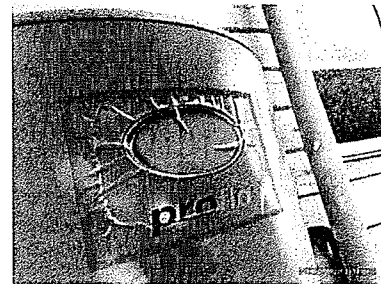
External/General: Hot water system (photo 1 of 3)



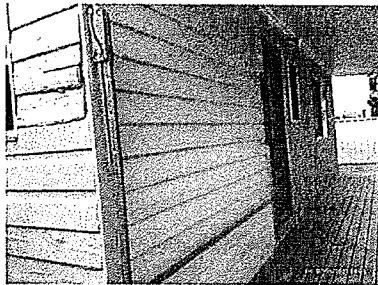
External/General: Hot water system (photo 2 of 3)



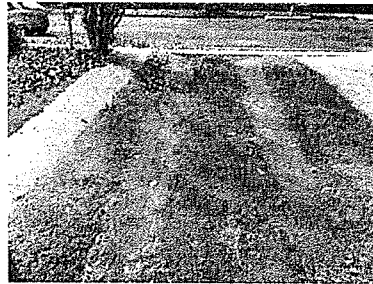
External/General: Hot water system (photo 3 of 3)



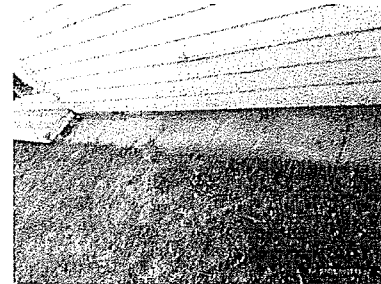
External/General: Clothes line



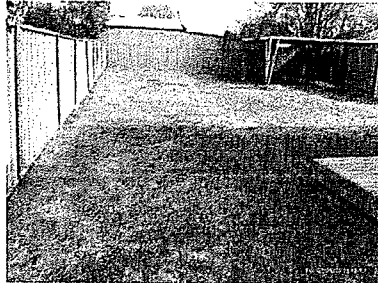
External/General: Paving/driveways (photo 1 of 2)



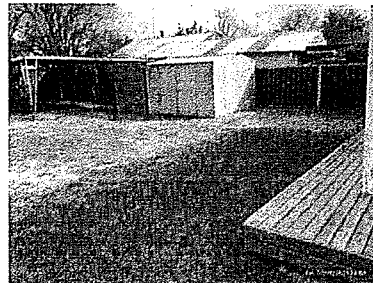
External/General: Paving/driveways (photo 2 of 2)



External/General: Lawns/edges (photo 1 of 4)



External/General: Lawns/edges (photo 2 of 4)



External/General: Lawns/edges (photo 3 of 4)



External/General: Lawns/edges (photo 4 of 4)



External/General: Grounds/garden (photo 1 of 5)



External/General: Grounds/garden (photo 2 of 5)



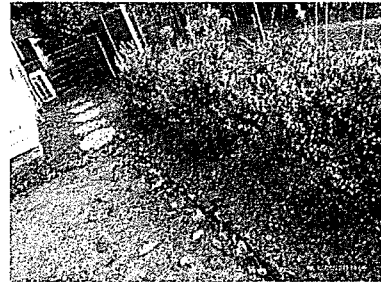
External/General: Grounds/garden (photo 3 of 5)



External/General: Grounds/garden (photo 4 of 5)



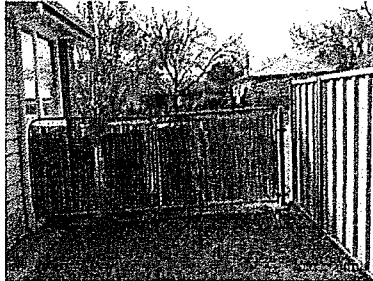
External/General: Grounds/garden (photo 5 of 5)



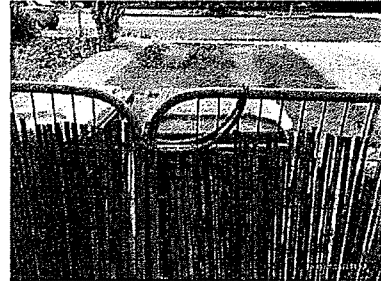
External/General: Gates/fences (photo 1 of 8)



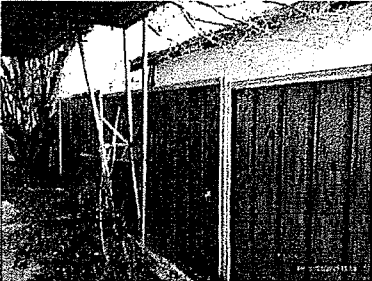
External/General: Gates/fences (photo 2 of 8)



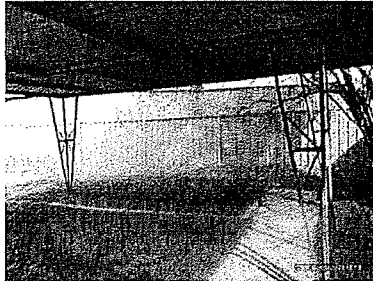
External/General: Gates/fences (photo 3 of 8)



External/General: Gates/fences (photo 4 of 8)



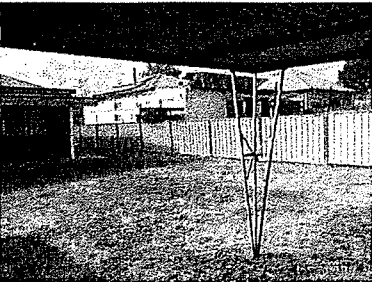
External/General: Gates/fences (photo 5 of 8)



External/General: Gates/fences (photo 6 of 8)



External/General: Gates/fences (photo 7 of 8)



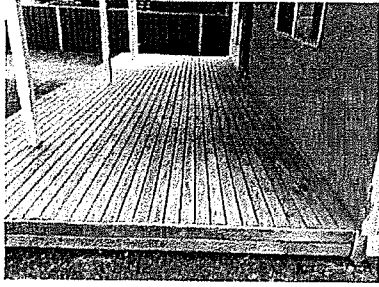
External/General: Gates/fences (photo 8 of 8)



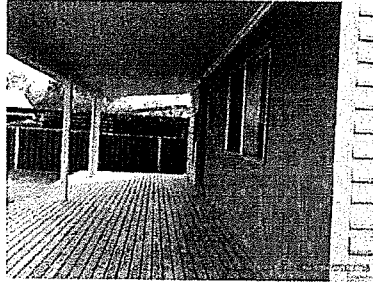
External/General: Garbage bins



External/General: Back Patio (photo 1 of 10)



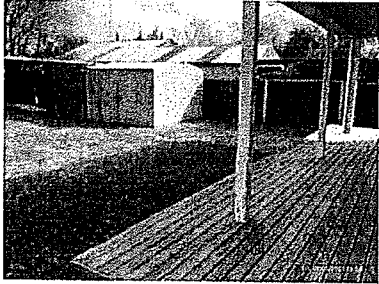
External/General: Back Patio (photo 2 of 10)



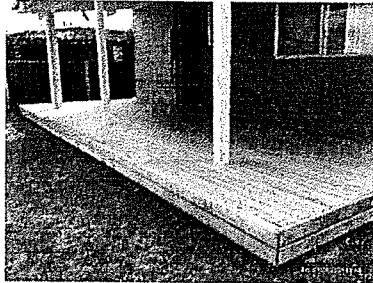
External/General: Back Patio (photo 3 of 10)



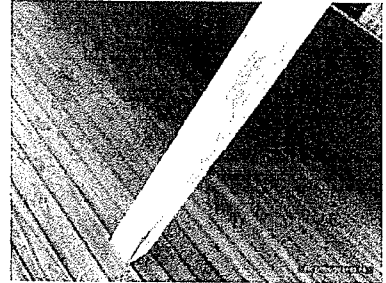
External/General: Back Patio (photo 4 of 10)



External/General: Back Patio (photo 5 of 10)



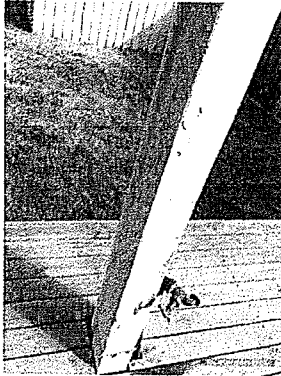
External/General: Back Patio (photo 6 of 10)



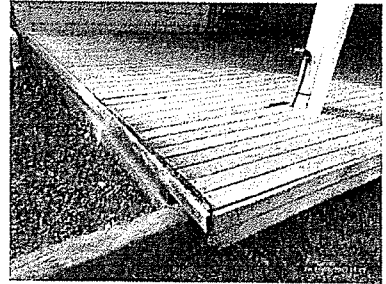
External/General: Back Patio (photo 7 of 10)



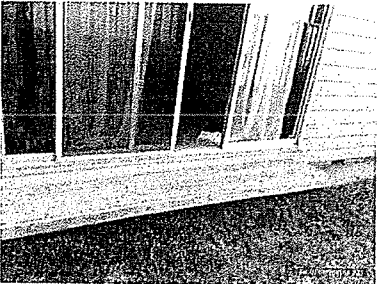
External/General: Back Patio (photo 8 of 10)



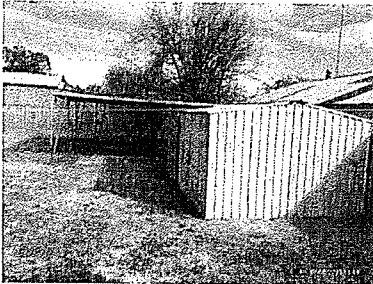
External/General: Back Patio (photo 9 of 10)



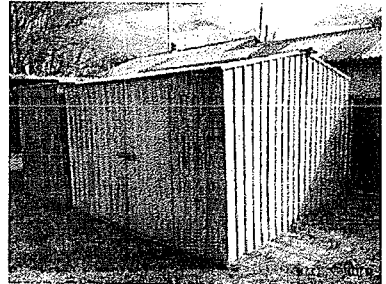
External/General: Back Patio (photo 10 of 10)



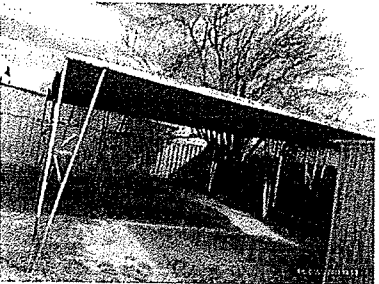
External/General: Garden shed (photo 1 of 6)



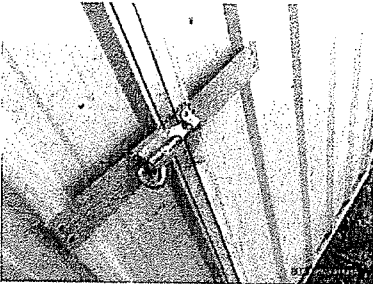
External/General: Garden shed (photo 2 of 6)



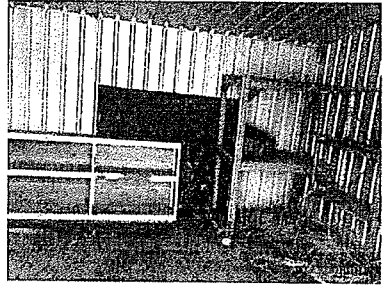
External/General: Garden shed (photo 3 of 6)



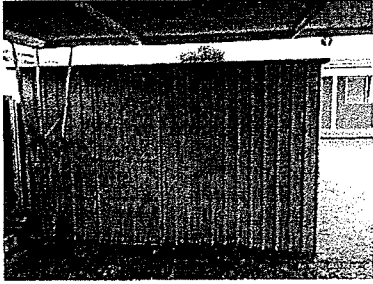
External/General: Garden shed (photo 4 of 6)



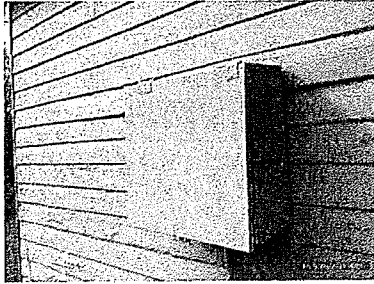
External/General: Garden shed (photo 5 of 6)



External/General: Garden shed (photo 6 of 6)



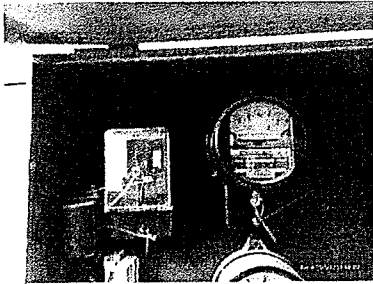
Security/Safety/Utilities: Electricity Meter (photo 1 of 3)



Security/Safety/Utilities: Electricity Meter (photo 2 of 3)



Security/Safety/Utilities: Electricity Meter (photo 3 of 3)



Security/Safety/Utilities: Other



MINIMUM STANDARD

The landlord must indicate whether the following apply to the premises:

1. Are the premises structurally sound? Yes No

Note. Premises are structurally sound if the

- floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings are
- (i) in a reasonable state of repair, and
- (ii) are not liable to collapse because they are rotted or otherwise defective, and
- floors, ceiling, walls and supporting structures are not subject to significant dampness, and
- roof, ceilings and windows do not allow water penetration into the premises.

2. Does the premises have adequate:

- a) Natural or artificial lighting in each room (excluding storage rooms or garages)? Yes No
- b) Ventilation? Yes No
- c) Electricity outlet sockets or gas outlet sockets for the supply of lighting and heating premises, and for the use of appliances in the premises? Yes No
- d) Plumbing and drainage? Yes No

Utilities

3. Are the premises:

- a) Supplied with electricity? Yes No
- b) Supplied with gas? Yes No
- c) Connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities? Yes No

4. Does the premises contain bathroom facilities, including toilet and washing facilities that allow privacy for the user? Yes No

5. Does the tenant agree with all of the above? Yes No
- If no, specify which items:

HEALTH ISSUES

The landlord must indicate whether the following apply to the premises:

- a) Are there any signs of mould and dampness? Yes No
- b) Are there any pests and vermin? Yes No
- c) Has any rubbish been left on the premises? Yes No
- d) Are the premises listed on the Loose-Fill Asbestos Insulation Register? Yes No

SMOKE ALARMS

The landlord must indicate the following:

1. Have smoke alarms been installed in the residential premises in accordance with the Environmental Planning and Assessment Act 1979 (including any regulations made under the Act)? Yes No

2. Have all the smoke alarms installed on the residential premises been checked and found to be in working order? Yes No

Date last checked:

3. Have the removable batteries in all the smoke alarms been replaced within the last 12 months, except for removable lithium batteries? Yes No
 N/A

Date batteries were last changed:

4. Have the batteries in all the smoke alarms that have a removable lithium battery been replaced in the period specified by the manufacturer of the smoke alarm? Yes No
 N/A

Date batteries were last changed:

Note. Section 64A of the Residential Tenancies Act 2010 provides that repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

OTHER SAFETY ISSUES

The landlord must indicate whether the following apply to the residential premises:

1. Are there any visible signs of damaged appliances (if appliances are included as part of the tenancy)? Yes No

2. Are there any visible hazards relating to electricity (e.g. a loose or damaged electricity outlets socket, loose wiring or sparking power points)? Yes No

3. Are there any visible hazards relating to gas (e.g. a loose or damaged gas outlet socket or an open-ended gas pipe or valve)? Yes No

4. Does the tenant agree with all of the above? Yes No
If no, specify which item:

COMMUNICATION FACILITIES

The landlord must indicate whether the following facilities are available:

- a) a telephone line is connected to the residential premises Yes No
- b) an internet line is connected to the residential premises Yes No

WATER USAGE CHARGING AND EFFICIENCY DEVICES

[only applicable if tenant pays water usage charges for the residential premises]

1. Are the residential premises separately metered? Yes No

2. The landlord must indicate the following:

- a) all showerheads have a maximum flow rate of 9 litres per minute Yes No

- b) on and from 23 March 2025, all toilets are dual flush toilets with a minimum 3 star rating in accordance with the WELS scheme, Yes No N/A
- c) all internal cold water taps and single mixer taps in kitchen or bathroom hand basins have a maximum flow rate of 9 litres per minute Yes No
- d) the premises have been checked and any leaking taps or toilets on the residential premises have been fixed Yes No

Date the premises were last checked to see if it is compliant with the water efficiency measures:

Thursday 01/04/2021

Water meter reading at START of tenancy: 1770 lph Date of reading: Friday 07/05/2021

Water meter reading at END of tenancy: / / Date of reading: / /

ADDITIONAL COMMENTS / INFORMATION

Additional comments on minimum standards, health issues, smoke alarms, other safety issues, communication facilities, water usage charging and efficiency devices [may be added by landlord or tenant, or both]

[Empty text box for additional comments]

Tenant Comments:

[Empty text box for tenant comments]

Approximate dates when work last done on residential premises

Installation of water efficiency measures: Thursday 01/04/2021

Painting of premises (external): / /

Painting of premises (internal): / /

Flooring laid/replaced/cleaned: / /

Landlord's promise to undertake work: [Delete if not required] Note. Further items and comments may be added on additional pages signed by the landlord/agent and the tenant and attached to this report.

The landlord agrees to undertake the following cleaning, repairs, additions or other work during the tenancy:

[Empty text box for landlord's promise to undertake work]

The landlord agrees to complete that work by: / /

Landlord/agent's signature: [Empty signature box]

Date: / /

Tenant initially reviewed at 21:16 Friday 14/05/2021

Agent Signature at the START of the Tenancy

Print Name: Alex D'Amico

Signature:



Date: Friday 07/05/2021

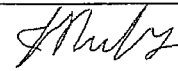
Tenant's Acknowledgement & Signature

I/we have received and read the Condition Report for the above property and understand that it must be returned within 7 days.

Main Tenant
Print Name:

Jason Duffy

Signature:



Signing Device: Android 8.0.0 Samsung SM-A520F Samsung Internet 14.0

Date: 21:21 Friday 14/05/2021

Tenant 2
Print Name:

Stacey Stone

Signature:



Signing Device: Android 8.0.0 Samsung SM-A520F Samsung Internet 14.0

Date: 21:22 Friday 14/05/2021

DISCLAIMER:

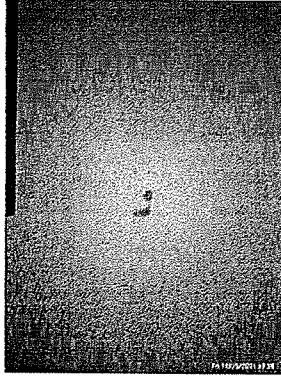
This tenancy inspection report is a visual one carried out by us to assess the manner in which the tenant is maintaining your property. As your property manager, our role is to manage the tenancy; we are not qualified to assess the structural aspects of areas including but not limited to staircases, decking and balconies or to ensure that plumbing, electrical or gas fixtures or fittings, glass windows, doors and balustrades, smoke alarms, asbestos, swimming pool safety barriers (and associated fittings) comply and operate in accordance with applicable building/council codes and/or laws and regulations. The inspection does not include the moving of furniture, lifting of floor coverings, inspecting the interiors of roof spaces, under flooring, inside of cupboards, tenants goods or other belongings. It is recommended that all landlords have regular inspections carried out by suitably qualified, licensed and insured contractors and experts in the appropriate areas when necessary. It is also recommended that all landlords hold adequate insurance, including landlords insurance. To comply with legislation we also recommend landlords outsource the management of smoke alarms to reduce the risk and liability in case of a house fire.

Tenant Uploaded Photos (15 photos)

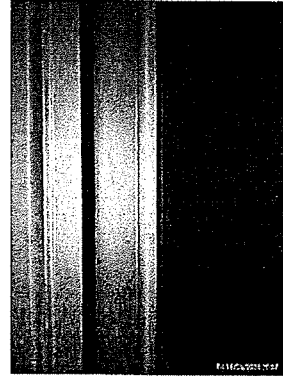
Entrance Hallway: Doors/doorway frames



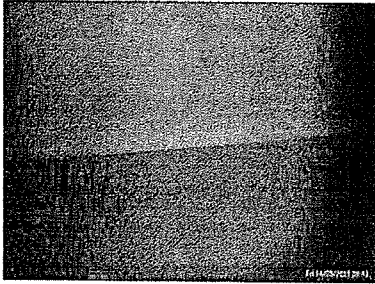
Entrance Hallway: Walls/picture hooks



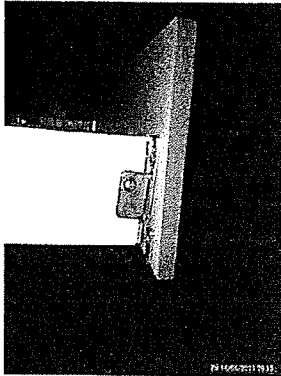
Living Room: Doors/doorway frames



Kitchen/Dining: Ceiling/ Cornices



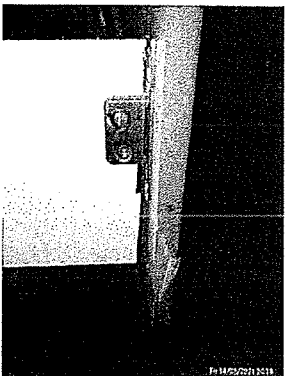
Kitchen/Dining: Cupboards/drawers (photo 1 of 3)



Kitchen/Dining: Cupboards/drawers (photo 2 of 3)



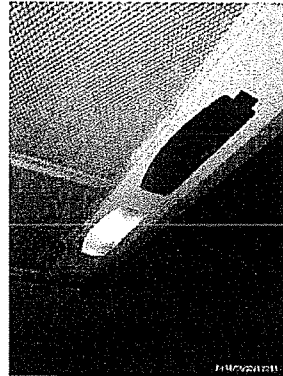
Kitchen/Dining: Cupboards/drawers (photo 3 of 3)



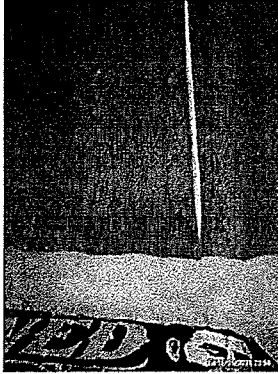
Kitchen/Dining: Sink/taps/disposal unit



Kitchen/Dining: Exhaust fan/range hood



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



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



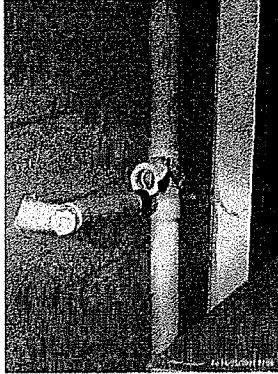
Bedroom 1 (Right): Lights/Switches/Powerpoints



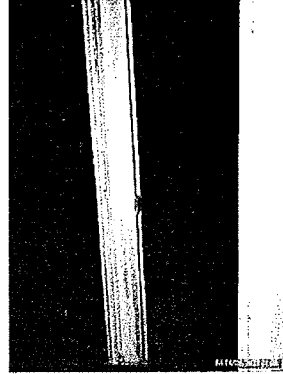
Bathroom: Doors/doorway frames



External/ General: Gutters/downpipe



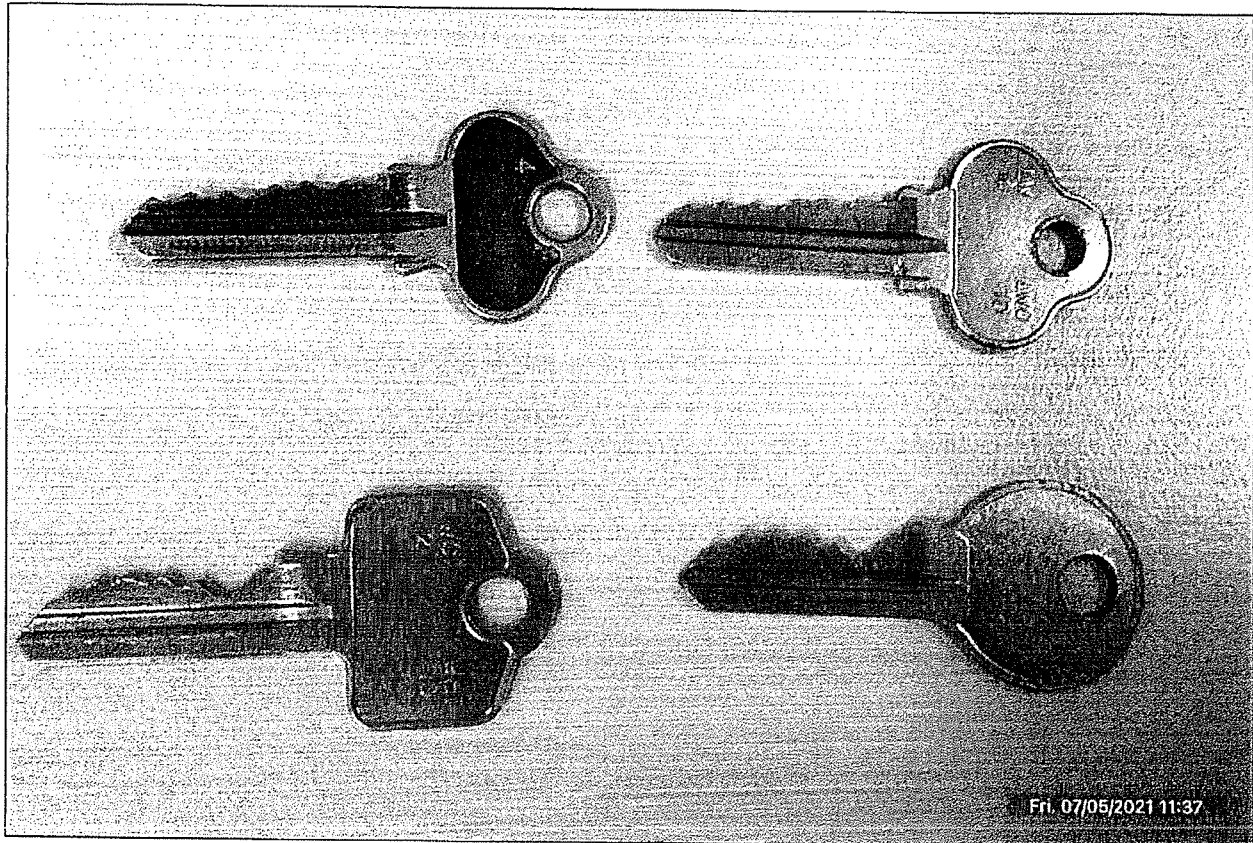
External/ General: Windows/screens/window safety devices





Keys Supplied to Tenants

272 Byng St, Orange Nsw 2800 Orange, NSW 2800

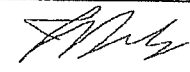


Tenant's Acknowledgement

1. I/we have received that the above pictured keys for the above property.
2. All keys must be returned to office upon vacating the premises.
3. Receipt of email containing link to paperless condition report to be completed electronically.
4. I understand that the email link to the paperless condition report will expire after 7 business days.
5. Receipt of the tenancy agreement.

Name: Jason Duffy
Print Name:

Signature:


Signing Device: Android 8.0.0 Samsung SM-A520F Samsung
Internet 14.0

Date: 19:44 Friday 14/05/2021

Paperless Condition Report Audit Trail

Jason Duffy (Main Tenant)
Stacey Stone (Tenant)

- Fri, 07/05/2021 17:31 - Invitation email sent to Jason Duffy
- Fri, 07/05/2021 17:31 - Invitation email delivered
- Thu, 13/05/2021 11:22 - Jason Duffy viewed Invitation email from (IP: 74.125.209.9)
- Fri, 14/05/2021 19:43 - Jason Duffy viewed Invitation email from (IP: 66.249.84.232)
- Fri, 14/05/2021 19:44 - Jason Duffy clicked Review & sign Key Form from (IP: 1.145.57.110)
- Fri, 14/05/2021 19:44 - Key Form 'start' button was clicked by Jason Duffy from (Android 8.0.0 Samsung SM-A520F Samsung Internet 14.0, IP: 1.145.57.110)
- Fri, 14/05/2021 19:45 - Jason Duffy signed & submitted the Key Form from (Android 8.0.0 Samsung SM-A520F Samsung Internet 14.0, IP: 1.145.57.110)
- Fri, 14/05/2021 19:45 - Jason Duffy clicked Review, amend & sign this condition report from (IP: 1.145.57.110)
- Fri, 14/05/2021 19:45 - Jason Duffy clicked 'start' button to view the Entry Condition Report from (Android 8.0.0 Samsung SM-A520F Samsung Internet 14.0, IP: 1.145.57.110)
- Fri, 14/05/2021 21:22 - Jason Duffy & Stacey Stone signed & submitted the Paperless Condition Report from (Android 8.0.0 Samsung SM-A520F Samsung Internet 14.0, IP: 1.145.57.110)

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Denae Elise Young
Purchaser:
Property: 272 Byng Street, Orange
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should 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 any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

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.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or 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. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (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?

Survey and building

13. 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.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
16. 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?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code

- must be provided 7 days prior to settlement.
27. Has the vendor installed roof insulation in the property under the Government Insulation Program? If so:
 - (a) When was the work completed?
 - (b) Which company carried out the work?
 - (c) Has a safety inspection been carried out? If so, please provide the appropriate certificate.
 28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 29. The purchaser reserves the right to make further requisitions prior to completion.
 30. 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 completion date.

PPSR

31. Where the vendor is an individual or are individuals, please supply the date of birth for the purpose of undertaking PPSR searches.

Solar Panels

32. If there are solar panels on the property, are they subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.