

24 Maple Street,
Greystanes NSW 2145

Draft Contract

McGrath

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath Estate Agents Liverpool 265 Macquarie Street, Liverpool, NSW 2170	Phone: 02 9824 1100 Fax: 02 9824 1120
co-agent		
vendor	L & V Holdings Pty Ltd ACN 084 662 760 58 Braeside Road, Greystanes, NSW 2145	
vendor's solicitor	LCI LEGAL Level 3, 239 Church Street, Parramatta NSW 2150 PO Box 3003, PARRAMATTA NSW 2124	Phone: 02 9891 6044 Email: vincec@lcilegal.com Fax: 02 9891 6146 Ref: VC:RC:22019
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	24 Maple Street, Greystanes, New South Wales 2145 Registered Plan: Lot 75 Plan DP 203436 Folio Identifier 75/203436	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		

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)

buyer's agent

vendor	<div style="border: 1px solid 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

ChoicesVendor 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 a **GSTRW payment**
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *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 address (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

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

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:

<p>APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services</p>	<p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 undorsed <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> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>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.
- 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;
- 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 *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner, provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *-serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

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

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

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | 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; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>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.

24 MAPLE STREET GREYSTANES NSW 2145

SPECIAL CONDITIONS

32. Amendments to printed form of Contract for the Sale and Purchase of Land – 2018 Edition:
- 32.1 For every purpose of this Contract the terms of provisions 1 to 31 as printed on pages 4 to 20 inclusive of the form of Contract to which these provisions are annexed will be deemed to be amended as follows:-
- 32.1.1. Clause 1 Definition of *Bank* – delete the words ‘a building society or credit union’;
 - 32.1.2. Clause 5.1 – delete the words ‘is taken to have made those requisitions’ and insert ‘may only make *requisitions* in the form attached to this contract’;
 - 32.1.3. Clause 7 – add the following after the words ‘(including a claim under clause 6)’ where appearing in line one ‘irrespective of the amount of the claim’;
 - 32.1.4. Clause 7.1.1 is deleted;
 - 32.1.5. Clause 8.1.1 – delete the words ‘on reasonable grounds’;
 - 32.1.6. Clause 8.1.2 – delete the words ‘and those grounds’;
 - 32.1.7. Clause 8.2 – delete the words ‘After the termination’ on the second line and insert ‘If this Contract is validly terminated by the Purchaser’;
 - 32.1.8. Clause 8.2.1 – delete the words ‘and any other money paid by the purchaser under this contract’;
 - 32.1.9. Clause 8.2.2 is deleted;
 - 32.1.10. Clause 8.2.3 is deleted;
 - 32.1.11. Clauses 13.8, 13.8.1 and 13.8.2 are deleted;
 - 32.1.12. Clause 13.9.2 – delete the words ‘and 13.8’;
 - 32.1.13. Clause 14.4.2 delete and replace with “by adjusting on the actual amount paid or payable by the Vendor for the year current and if more than one property is owned, on a proportional basis using the taxable values on the land tax assessment”
 - 32.1.14. Clause 16.8 is deleted;
 - 32.1.15. Clause 20.10 is amended by adding after the word “current” the words “or complete”. Add the following at the end, ‘The Purchaser acknowledges and agrees for all purposes the contents of this Survey are both disclosed and clearly described for the purposes of Clause 6 and Schedule 2 of the Conveyancing (Sale of Land) Regulation 2000. The Purchaser

will take title to the property subject to and can not make a claim or requisition or rescind or terminate in respect of anything referred to or disclosed in the survey report annexed hereto, if any.’;

- 32.1.16 Clause 23.13 delete “7” and replace with “2”;
 - 32.1.17 Clause 23.14 delete “7” and replace with “2”;
 - 32.1.18 Clause 23.17 is deleted;
 - 32.1.19. Clause 24 is deleted if this Contract provides for vacant possession.
 - 32.1.20 Clause 25 is deleted;
 - 32.1.21. The Contract is amended by adding the conditions set out in Annexure ‘A’ hereto to the box “AUCTIONS” on page 4 of the printed form.
33. For the purposes of Clause 4.2, the Purchaser acknowledges that a sufficient statement of the Vendor’s title is enclosed in this Contract and no further information is needed by the Purchaser to prepare the form of Transfer to be served by the Purchaser.
34. The Purchaser acknowledges that he does not rely on any other letter, document, correspondence or arrangement, whether oral or in writing, as adding to or amending the terms, conditions, warranties and arrangements set out in this written Contract provided further if there shall be any additional amendment to the terms and conditions of this Contract after the date hereof the same shall only be binding if acknowledged in writing by the party (or his Solicitor) to be bound thereby.
- 35.
- 35.1 If at the time of completion there is lodged for registration but not yet registered or there is noted on any Certificate of Title in respect of the property or any part thereof any mortgage, writ or caveat, the Purchaser will, if so required by the Vendor, accept a discharge or withdrawal of the dealing so far as the same relates to the property provided that such discharge or withdrawal is duly executed and in registrable form and the registration fees payable are allowed by the Vendor to the Purchaser.
- 35.2 The Vendor will not be obliged to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The Vendor will not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate, tax or outgoing and will be entitled to serve a notice to complete on the Purchaser notwithstanding that, at the time or at any time after such notice is issued, there is a charge on the property for any rate, tax or outgoing.

36. Vendor's Agent

The Purchaser warrants he has not been introduced to the Vendor or to the property by any agent or other person entitled to claim remuneration or commission other than the Agent (if any) noted as "Vendor's Agent" in this Contract. The Purchaser hereby indemnifies the Vendor against all claims actions suits demands costs and expenses in connection with a breach of this warranty and indemnity. This warranty and indemnity on the part of the Purchaser shall not merge on completion but shall continue for the benefit of the Vendor.

37. If the purchase price is not paid by the Purchaser to the Vendor upon the date of completion specified in this Contract or such later date when the Vendor is in a position to complete and provided such delay is not due to the default of the Vendor, then (in addition to all other remedies available to the Vendor) as an essential provision of this Contract, the Purchaser will pay:
- 37.1 interest on the balance of purchase monies payable hereunder calculated at the rate of twelve per centum (12%) per annum computed from the later of the said specified completion date or date upon which the Vendor is in a position to complete until the date of payment to the Vendor, both dates inclusive;
- 37.2 notwithstanding the provisions relating to the investment of the deposit all interest on the deposit earned after the date specified for completion shall be paid to the Vendor alone; and
- 37.3 any such interest referred to in Paragraph (37.1) above shall be a liquidated debt due to the Vendor and shall immediately be recoverable by the Vendor in any Court of appropriate jurisdiction together with all costs and expenses of the Vendor relating to such enforcement and collection of payment and shall be payable by the Purchaser to the Vendor upon completion should the Vendor so require.
38. Subject to the provisions of this Contract, Section 52A(2)(b) of the Conveyancing Act, 1919 and the Regulations under this Act and to the Conveyancing (Sale of Land) Regulation 2017, the Purchaser acknowledges and agrees that:
- 38.1 the Purchaser buys the property together with the improvements and inclusions thereto and any items included in the sale relying upon the Purchaser's own knowledge, inspection and enquiries and in their current state of repair and condition and does not rely on any warranties or representations made by or on

behalf of the Vendor and the Purchaser shall not call upon the Vendor to carry out any repairs or work whatsoever in relation to the property, improvements and/or inclusions;

38.2 any warranties by or on behalf of the Vendor, express or implied, as to any purpose for which the property or as to any purpose for which any building which is or may be erected on the property can be used are expressly negated; and

38.3 the Purchaser cannot make a claim or requisition or rescind or terminate in respect of or by reason of any of the following matters:

38.3.1 the presence of any sewer manhole or vent on the property;

38.3.2 any rainwater downpipe being connected to the sewer;

38.3.3 any latent or patent defect in the property.

39. Notice to Complete

39.1 In the event of completion not taking place within the time expressed herein then either party shall be entitled to issue a Notice to Complete ('Notice') to the other party requiring settlement no earlier than fourteen days (14) after the date that the Notice is served and providing on the last day of the notice for settlement at a time between 10.00 am and 3.30 pm and it is acknowledged by the parties that such Notice shall be sufficient to make time of the essence of this Contract. For the avoidance of doubt, completion may take place prior to the time for settlement as specified in the Notice by mutual agreement between the parties.

39.2 In the event that the Vendor issues a Notice pursuant to this condition, the purchaser must pay \$275.00 (including GST) to the Vendor on completion for the Vendor's legal expenses incurred in issuing the Notice and the purchaser accepts that this amount is reasonable. The Vendor is not obliged to complete unless the purchaser complies with this clause.

40. The Purchaser warrants to the Vendor that:

40.1 if the purchaser is a natural person and is ordinarily resident in Australia or if the Purchaser is a corporation there is no substantial foreign interest in the Purchaser; and

- 40.2 whether the Purchaser is a natural person or a corporation, the acquisition of the property by the Purchaser does not fall within the scope of the Foreign Acquisitions and Takeovers Act 1975 ("Act") and is not examinable by the Foreign Investment Review Board ("FIRB").

If the Purchaser breaches this warranty, the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof. This clause shall not merge on completion.

41.

- 41.1 If the Purchaser or any one or more of them prior to completion dies or becomes mentally ill, the Vendor may rescind the Contract by service of notice, whereupon the provisions of Clause 19 shall apply.

- 41.2 If the Purchaser, being a corporation:

- (a) goes into liquidation
- (b) has a receiver or receiver and manager appointed to it or any of its assets; or
- (c) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors; or
- (d) stops payment or is unable to pay its debts within the meaning of the Corporations Law; or
- (e) if any order is made or a resolution is effectively passed for the winding up of the Purchaser;

then it is in breach of an essential obligation of this Contract, and the Vendor may terminate this Contract by service of notice.

- 41.3 If the Purchaser is a natural person, the Purchaser warrants to the Vendor that:

- (a) he or she is not an undischarged bankrupt;
- (b) he or she has not entered into a deed of arrangement or called a meeting of creditors under Part X of the Bankruptcy Act 1966; and
- (c) he or she has not committed an act of bankruptcy.

42.

42.1 Each clause and sub-clause of the conditions of this Contract will be severable from each other clause and sub-clause and in the circumstances that for any reason any clause or sub-clause is invalid or unenforceable will not prejudice or in any way affect the validity, legality or enforceability of any other clause of sub-clause.

42.2 In the event of any conflict between the provisions of these special conditions and those contained in the printed conditions to this agreement, these special conditions shall prevail.

42.3 These special conditions shall be read subject to any rights granted to the Purchaser pursuant to Section 52A of the Conveyancing Act, 1919 and the Regulations thereunder.

43.

43.1 Despite anything contained in this Contract or any rule of law to the contrary, the Vendor is not required to do any work or expend any money on or in relation to the property nor to make application for or do anything towards obtaining a building certificate under the Environmental Planning and Assessment Act 1997 Section 149D or an occupation certificate under the Environmental Planning and Assessment Act 1997 ('Certificate').

43.2 If the Purchaser desires to obtain a Certificate, the Purchaser will apply for it at the Purchaser's own expense. If the relevant local council, private certifier or other authority refuses or fails to issue a Certificate, that refusal or failure or the facts upon which such refusal or failure are based will not be a defect in the Vendor's title to the property and the Purchaser must take title notwithstanding such refusal or failure or facts.

44. The Purchaser will agree to a release of the deposit to the Vendor upon the Vendor providing details of the property which the Vendor wishes to purchase and the name and address of the stakeholder who will hold the deposit. Such deposit cannot be released again by the Vendor.

45. Deposit Less than 10% of the Price

The deposit payable under this Contract is an amount equal to 10% of the Price, however, if the Vendor agrees in its absolute discretion to accept payment of a

lesser amount on the date hereof, the deposit will be (or deemed to be) payable by two instalments with the first being the amount the Vendor agrees to accept on the date hereof and the second being the balance of the 10% deposit being payable on the Date of Completion.

In the event that this Contract does not proceed to completion within the time stipulated herein and notwithstanding any rights or remedies available to either party either at law or equity, the Purchaser shall pay to the Depositholder nominated on demand being made in writing by the Vendor or the Vendors solicitors the balance of the 10% deposit, and such deposit is to be held by the Depositholder in accordance with the terms and conditions of the Contract. In the event of such demand being made and such demand is not complied with, the Vendor shall be entitled to claim the balance of the 10% deposit, together with any interest, from the Purchaser and or the Guarantors who shall be liable both jointly and severally by way of liquidated damages.

46. Guarantee

46.1 If the Purchaser is or includes a corporation (other than a corporation listed on the Australian Stock Exchange) then each person who signs this Contract on behalf of that corporation:

46.1.1 will be personally liable for the due performance of the Purchasers' obligations under this Contract to the same extent as if that person was the Purchaser under this Contract; and

46.1.2 will procure the execution by at least two (2) directors or shareholders (being persons over the age of 18 years) of the corporation of this Contract and the Vendor and its solicitors and the selling agent named in this Contract are authorised to complete this Contract by inserting the name of each such person in this clause of this Contract.

46.2 In consideration of the Vendor entering into this Contract with the Purchaser at the request of

and

(collectively "the Guarantor") (as is hereby acknowledged by the Guarantor) the Guarantor unconditionally and irrevocably guarantees to the Vendor the due and punctual payment of all monies payable by the Purchaser under this Contract and the due and punctual performance and observance of all covenants, conditions and provisions in this Contract to be performed and observed by the Purchaser.

46.3 The Guarantor covenants with the Vendor that:

46.3.1 this Guarantee shall be a continuing Guarantee (any rule of law or equity to the contrary notwithstanding) and that the liability of the Guarantor hereunder shall continue until each and every obligation on the part of the Purchaser under this Contract is duly performed and completed;

46.3.2 the liability of the Guarantor hereunder shall not be abrogated, altered, prejudiced or affected by any neglect, waiver, indulgence, forbearance or concession by the Vendor or by the granting by the Vendor to the Purchaser of time or by any other act or thing done, permitted or omitted it being the intent that the Guarantee and obligations of the Guarantor hereunder shall be absolute and unconditional in any and all circumstances.

46.4 Notwithstanding anything contained or implied herein and notwithstanding that the Guarantee may be void or unenforceable for any reason whatsoever the Guarantor agrees with the Vendor as a separate and additional liability to hold the Vendor indemnified against all losses, damages, expenses and costs which the Vendor may incur by reason of any breach or default on the part of the Purchaser under its covenants, obligations and provisions contained in the Contract.

46.5 The expression "the Guarantor" where used herein includes each Guarantor and his or her personal representatives and where there is more than one Guarantor the covenants on the part of the Guarantor herein contained shall bind them jointly and severally.

47. Tenancies

This clause applies if this sale is subject to an existing tenancy.

47.1 The Purchaser acknowledges that it has inspected the Lease or Leases annexed hereto, has inspected the premises and satisfied itself as to the existence and nature of those Tenancies, including the terms and conditions thereof.

47.2 The Purchaser shall not be entitled to make any objection requisition or claim for compensation in respect of any such tenancy or tenancies or the Lease or any of the Lease documents creating or purporting to create the same or if any tenant or tenants vacate or if such tenancies terminate for any reason, the fact that any of the Leases are not properly executed by the Lessor and/or the Lessee or the fact that any Lease is not registered. The Purchaser shall accept such Tenancies and Leases as they are.

48. Environmental Audit

No environmental audit – indemnity.

48.1 In this clause of the Agreement the following words and expressions have the following meaning:

- (i) “Activity” means any undertaking, development, work or use in, on, under or near the property, and includes the storage (whether or not in an underground storage tank), transportation, leak, escape, removal discharge, release or disposal of any substance, contaminant or waste in, on, under, to, from or near the property.
- (ii) “Environmental Law” means any law which relates to an aspect of the environment of health.
- (iii) “Liabilities” means all threatened or actual actions, proceedings, demands, damages, losses, claims, costs, expenses and liabilities.

48.2 The Purchaser acknowledges that the Vendor or his agents have not made any statement or given any warranty in respect of any environmental audit undertaken on the property and states that he has not in fact undertaken any environmental audit on the property.

The Purchaser warrants that he relies totally on his own enquiries and investigation in relation to the property and shall not be entitled to make any objection requisition or claim for compensation should any environmental audit report disclose the existence of any contamination, activity, or breach of Environmental Law.

The Purchaser shall and does hereby and will continue to indemnify, release and hold harmless the Vendor against all liabilities suffered or incurred by the Vendor in respect of any:

- (i) direction, notice or order given or made under Environmental Law;
- (ii) breach of an Environmental Law; or
- (iii) any claim in respect of contamination of the property, arising out of or in relation to any activity whether or not such liabilities arise prior to the date of this Agreement or from any act or omission, whether negligent or otherwise, on the part of the Vendor or any prior owner or occupier.

This clause shall not merge on completion

49. Intentionally Deleted

50. Finance Warranty

50.1 The Purchaser warrants to the Vendor that it either holds a current loan approval which is sufficient to enable the Purchaser to complete this contract within the time stipulated herein or does not require finance to complete this Contract.

50.2 The Purchaser acknowledges that the Vendor has entered into this Contract and may enter into other contractual obligations on or after the date of this Contract based on the Vendor's reliance of the warranties and representations made by the Purchaser herein and that the Purchaser is and will remain liable to the Vendor for any loss or damage the Vendor may incur as a result of a breach of the Purchaser's warranty in this special condition.

51. Christmas/New Year 2020/2021

Notwithstanding anything else contained in this Contract, it is hereby expressly agreed that:

(a) If the Date for Completion falls between 24 December 2020 and 18 January 2021 (both dates inclusive) then the Date for Completion shall be deemed to fall due on 18 January 2021.

(b) If either party becomes entitled to issue a Notice to Complete in accordance with this Contract ("the Notice"), the Notice cannot require completion of this Contract to occur on any date between 24 December 2020 and 18 January 2021 (both dates inclusive)

"A"

CONDITIONS OF SALE BY AUCTION

Sale by auction of land:

- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- (c) The highest bidder is the purchaser, subject to any reserve price.
- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (g) A bid cannot be made or accepted after the fall of the hammer.
- (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

Additional conditions applicable to sale by auction of residential property or rural land:

- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

ANNEXURE TO CONTRACT FOR SALE OF LAND

BETWEEN (ACN) AS VENDOR AND

(ACN) AS PURCHASER OF PROPERTY SITUATE AT

RELATING TO EXECUTION BY THE GUARANTORS OF THE CONTRACT

SIGNED by)
as Guarantor of the obligations of)
the Purchaser under this Contract) Guarantor

.....
Witness

SIGNED by)
as Guarantor of the obligations of)
the Purchaser under this Contract) Guarantor

.....
Witness



FOLIO: 75/203436

SEARCH DATE	TIME	EDITION NO	DATE
20/10/2020	2:31 PM	3	11/10/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO. CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

LAND

LOT 75 IN DEPOSITED PLAN 203436
AT PENDLE HILL
LOCAL GOVERNMENT AREA CUMBERLAND
PARISH OF PROSPECT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP203436

FIRST SCHEDULE

L & V HOLDINGS PTY LTD (T AN775639)

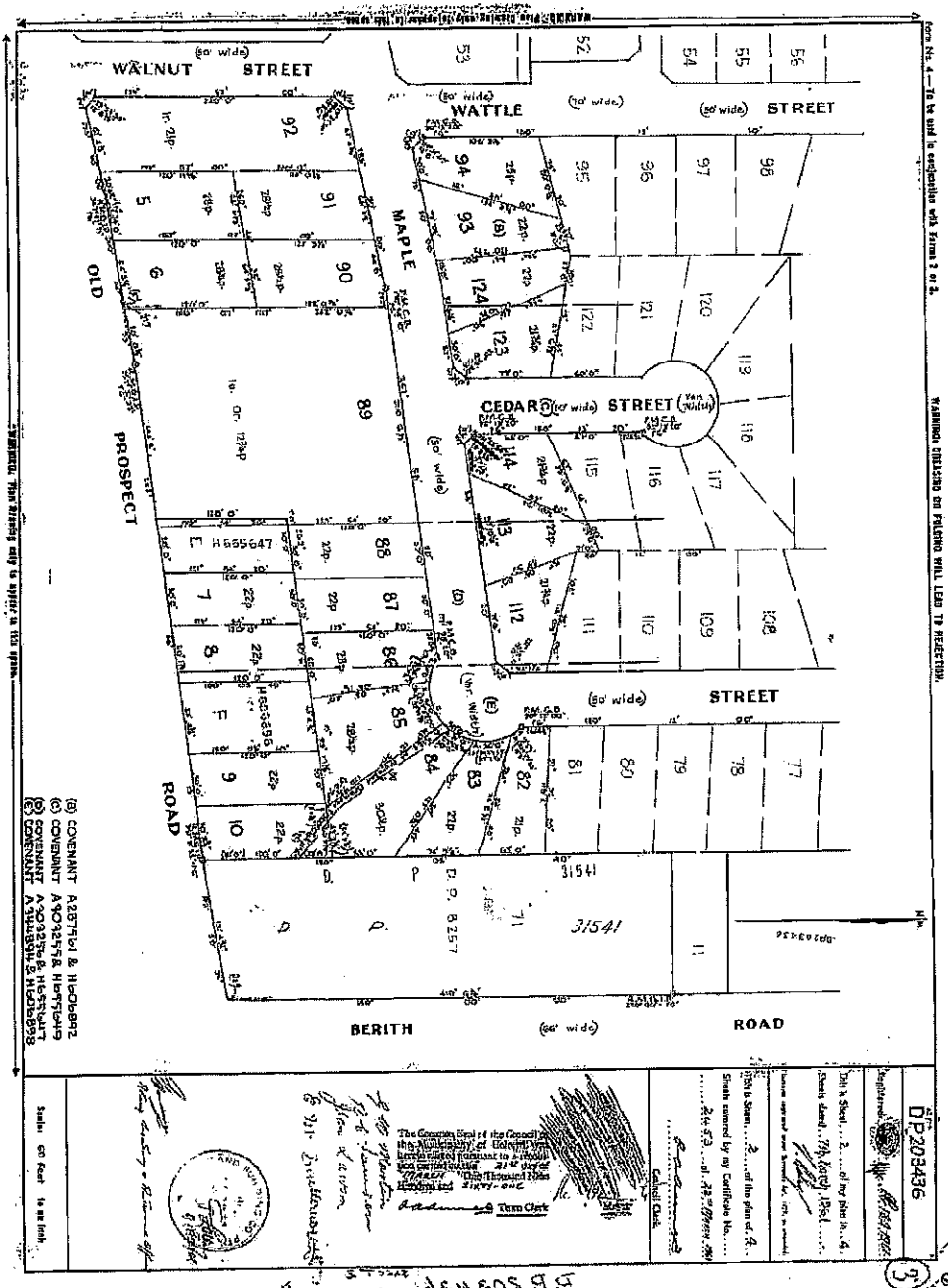
SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 * H603519 COVENANT AFFECTING PART
- 3 * A373988 COVENANT AFFECTING PART
- 4 * A261050 COVENANT AFFECTING PART
- 5 AN775640 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



CONSENT ABETWA & HOBBERL
 CONSENT ANOSTYIA HERTZOG
 CONSENT ALBERTSON & HOBBERL

Scale 60 Feet = 1 inch

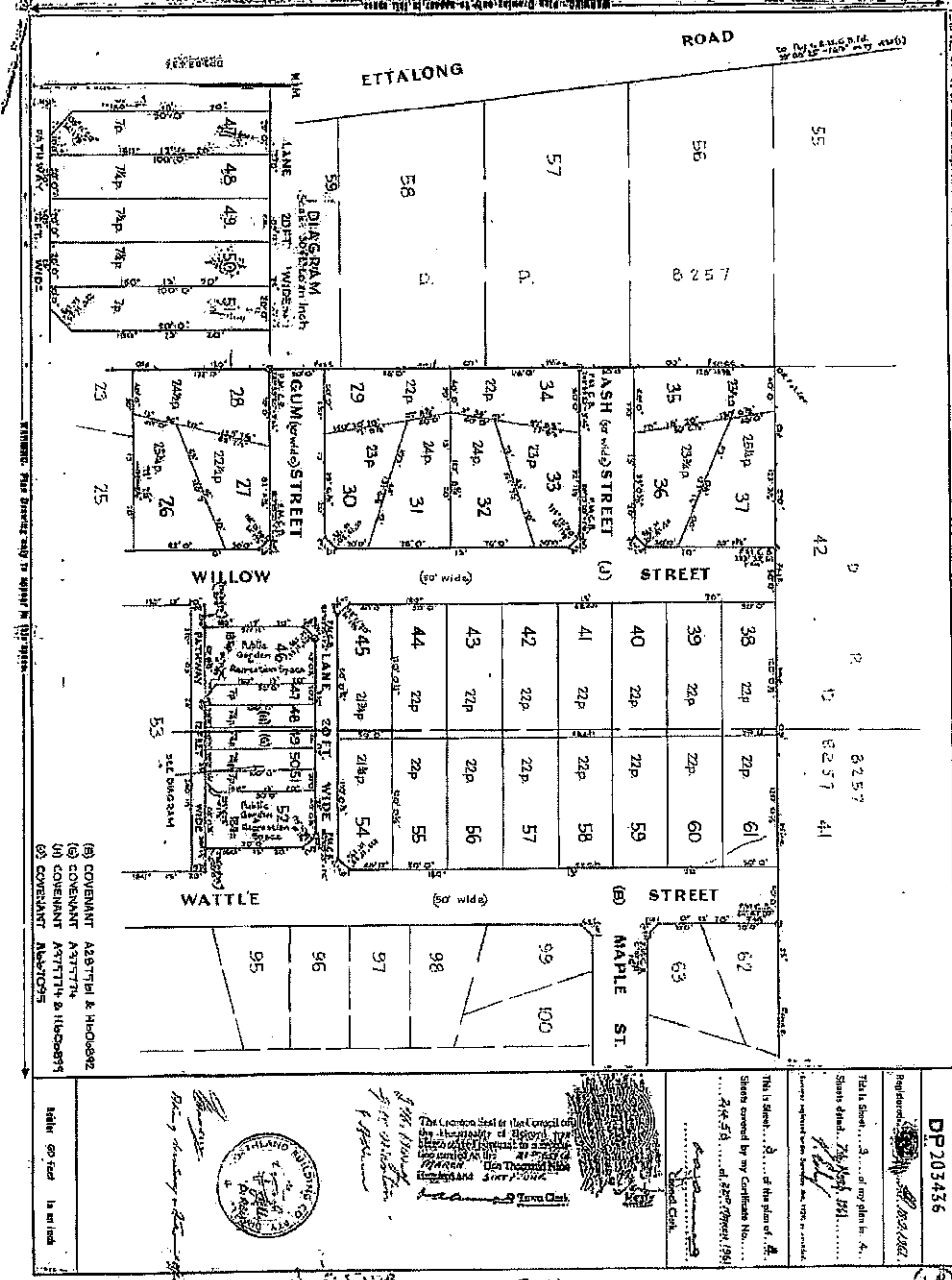
FROM SHEET 4-1 TO BE USED IN CONNECTION WITH FORM 3 OF 2
 YAMHONG PREPARED FOR PLATING WILL LEAD TO REJECTION

DP 203436

5

CONVERTER/SCALE AND/OR IN METERS		CONVERTER/SCALE AND/OR IN FEET INCHES	
DP 203436 SH 2/4	DP 203436 SH 2/4	DP 203436 SH 2/4 CONT'D	DP 203436 SH 2/4 CONT'D
0.127	0.127	99	3 9/8
0.132	0.132	105	3 1/4
0.137	0.137	106	3 1/8
0.142	0.142	107	3 1/8
0.147	0.147	108	3 1/8
0.152	0.152	109	3 1/8
0.157	0.157	110	3 1/8
0.162	0.162	111	3 1/8
0.167	0.167	112	3 1/8
0.172	0.172	113	3 1/8
0.177	0.177	114	3 1/8
0.182	0.182	115	3 1/8
0.187	0.187	116	3 1/8
0.192	0.192	117	3 1/8
0.197	0.197	118	3 1/8
0.202	0.202	119	3 1/8
0.207	0.207	120	3 1/8
0.212	0.212	121	3 1/8
0.217	0.217	122	3 1/8
0.222	0.222	123	3 1/8
0.227	0.227	124	3 1/8
0.232	0.232	125	3 1/8
0.237	0.237	126	3 1/8
0.242	0.242	127	3 1/8
0.247	0.247	128	3 1/8
0.252	0.252	129	3 1/8
0.257	0.257	130	3 1/8
0.262	0.262	131	3 1/8
0.267	0.267	132	3 1/8
0.272	0.272	133	3 1/8
0.277	0.277	134	3 1/8
0.282	0.282	135	3 1/8
0.287	0.287	136	3 1/8
0.292	0.292	137	3 1/8
0.297	0.297	138	3 1/8
0.302	0.302	139	3 1/8
0.307	0.307	140	3 1/8
0.312	0.312	141	3 1/8
0.317	0.317	142	3 1/8
0.322	0.322	143	3 1/8
0.327	0.327	144	3 1/8
0.332	0.332	145	3 1/8
0.337	0.337	146	3 1/8
0.342	0.342	147	3 1/8
0.347	0.347	148	3 1/8
0.352	0.352	149	3 1/8
0.357	0.357	150	3 1/8
0.362	0.362	151	3 1/8
0.367	0.367	152	3 1/8
0.372	0.372	153	3 1/8
0.377	0.377	154	3 1/8
0.382	0.382	155	3 1/8
0.387	0.387	156	3 1/8
0.392	0.392	157	3 1/8
0.397	0.397	158	3 1/8
0.402	0.402	159	3 1/8
0.407	0.407	160	3 1/8
0.412	0.412	161	3 1/8
0.417	0.417	162	3 1/8
0.422	0.422	163	3 1/8
0.427	0.427	164	3 1/8
0.432	0.432	165	3 1/8
0.437	0.437	166	3 1/8
0.442	0.442	167	3 1/8
0.447	0.447	168	3 1/8
0.452	0.452	169	3 1/8
0.457	0.457	170	3 1/8
0.462	0.462	171	3 1/8
0.467	0.467	172	3 1/8
0.472	0.472	173	3 1/8
0.477	0.477	174	3 1/8
0.482	0.482	175	3 1/8
0.487	0.487	176	3 1/8
0.492	0.492	177	3 1/8
0.497	0.497	178	3 1/8
0.502	0.502	179	3 1/8
0.507	0.507	180	3 1/8
0.512	0.512	181	3 1/8
0.517	0.517	182	3 1/8
0.522	0.522	183	3 1/8
0.527	0.527	184	3 1/8
0.532	0.532	185	3 1/8
0.537	0.537	186	3 1/8
0.542	0.542	187	3 1/8
0.547	0.547	188	3 1/8
0.552	0.552	189	3 1/8
0.557	0.557	190	3 1/8
0.562	0.562	191	3 1/8
0.567	0.567	192	3 1/8
0.572	0.572	193	3 1/8
0.577	0.577	194	3 1/8
0.582	0.582	195	3 1/8
0.587	0.587	196	3 1/8
0.592	0.592	197	3 1/8
0.597	0.597	198	3 1/8
0.602	0.602	199	3 1/8
0.607	0.607	200	3 1/8

2



1. This plan has been prepared in accordance with the provisions of the Survey Act, 1977, and the provisions of the Survey Regulations, 1977. It is a plan of subdivision of land and is subject to the provisions of the Survey Act, 1977, and the provisions of the Survey Regulations, 1977.

2. The land shown on this plan is the property of the Crown in right of the State of New South Wales.

3. The land shown on this plan is subject to the provisions of the Survey Act, 1977, and the provisions of the Survey Regulations, 1977.

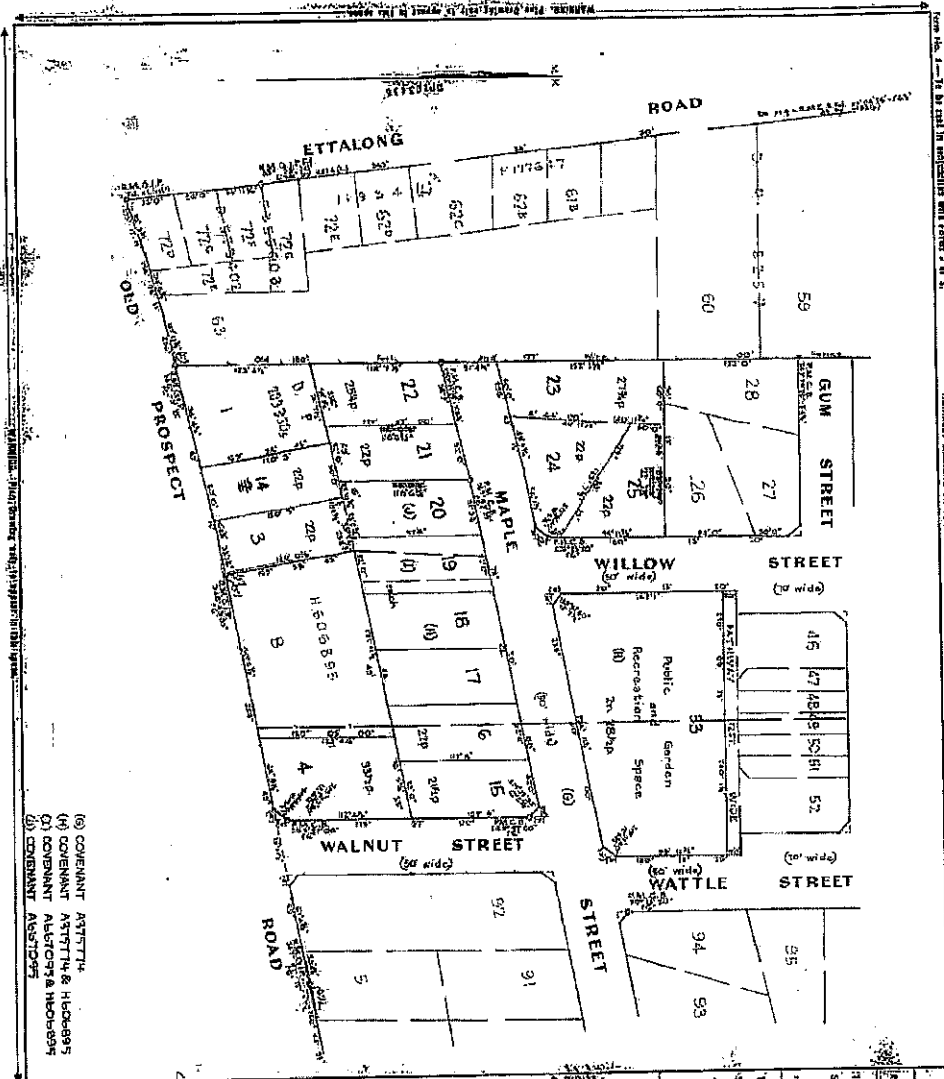
4. The land shown on this plan is subject to the provisions of the Survey Act, 1977, and the provisions of the Survey Regulations, 1977.



From No. 1 - 74, be read in conjunction with Form 2 of 3.

WARNING: CHANGING OR FILLING WILL LEAD TO REJECTION.

DP 203436	Sub 3/4	CONVEYANCE INSTRUMENT NO.	REGISTRATION NUMBER
1	1/4	01457	14828
2	1/4	14828	24003
3	1/4	24003	34588
4	1/4	34588	44115
5	1/4	44115	53716
6	1/4	53716	63406
7	1/4	63406	73187
8	1/4	73187	82968
9	1/4	82968	92749
10	1/4	92749	102530
11	1/4	102530	112121
12	1/4	112121	121712
13	1/4	121712	131303
14	1/4	131303	140894
15	1/4	140894	150485
16	1/4	150485	160076
17	1/4	160076	169667
18	1/4	169667	179258
19	1/4	179258	188849
20	1/4	188849	198440
21	1/4	198440	208031
22	1/4	208031	217622
23	1/4	217622	227213
24	1/4	227213	236804
25	1/4	236804	246395
26	1/4	246395	255986
27	1/4	255986	265577
28	1/4	265577	275168
29	1/4	275168	284759
30	1/4	284759	294350
31	1/4	294350	303941
32	1/4	303941	313532
33	1/4	313532	323123
34	1/4	323123	332714
35	1/4	332714	342305
36	1/4	342305	351896
37	1/4	351896	361487
38	1/4	361487	371078
39	1/4	371078	380669
40	1/4	380669	390260
41	1/4	390260	399851
42	1/4	399851	409442
43	1/4	409442	419033
44	1/4	419033	428624
45	1/4	428624	438215
46	1/4	438215	447806
47	1/4	447806	457397
48	1/4	457397	466988
49	1/4	466988	476579
50	1/4	476579	486170
51	1/4	486170	495761
52	1/4	495761	505352
53	1/4	505352	514943
54	1/4	514943	524534
55	1/4	524534	534125
56	1/4	534125	543716
57	1/4	543716	553307
58	1/4	553307	562898
59	1/4	562898	572489
60	1/4	572489	582080
61	1/4	582080	591671
62	1/4	591671	601262
63	1/4	601262	610853



- (3) COVENANT ARTISTIA
- (4) COVENANT ARTISTIA & HODGSON
- (5) COVENANT ALACORN & HODGSON
- (6) COVENANT ALACORN

ADMINISTRATIVE RECORD ON DRAWING
 IS SUBJECT TO THE CONTROL OF THE OFFICE.

1. Being a plan of a subdivision, this plan is subject to the provisions of the Land Use Act, 1977, and the provisions of the Land Use Regulations, 1977, and the provisions of the Land Use (General) Regulations, 1977.

DP 0203436

17/1/2019

DEPARTMENT OF PLANNING AND INFRASTRUCTURE
 WESTERN AUSTRALIA

17/1/2019

17/1/2019

DP NUMBER	DP DATE	DP TYPE	AREA (SQ M)	PERCENTAGE	REMARKS
15880	1/1/78	1/1/78	15880	100%	
15881	1/1/78	1/1/78	15881	100%	
15882	1/1/78	1/1/78	15882	100%	
15883	1/1/78	1/1/78	15883	100%	
15884	1/1/78	1/1/78	15884	100%	
15885	1/1/78	1/1/78	15885	100%	
15886	1/1/78	1/1/78	15886	100%	
15887	1/1/78	1/1/78	15887	100%	
15888	1/1/78	1/1/78	15888	100%	
15889	1/1/78	1/1/78	15889	100%	
15890	1/1/78	1/1/78	15890	100%	
15891	1/1/78	1/1/78	15891	100%	
15892	1/1/78	1/1/78	15892	100%	
15893	1/1/78	1/1/78	15893	100%	
15894	1/1/78	1/1/78	15894	100%	
15895	1/1/78	1/1/78	15895	100%	
15896	1/1/78	1/1/78	15896	100%	
15897	1/1/78	1/1/78	15897	100%	
15898	1/1/78	1/1/78	15898	100%	
15899	1/1/78	1/1/78	15899	100%	
15900	1/1/78	1/1/78	15900	100%	

DP NUMBER	DP DATE	DP TYPE	AREA (SQ M)	PERCENTAGE	REMARKS
15901	1/1/78	1/1/78	15901	100%	
15902	1/1/78	1/1/78	15902	100%	
15903	1/1/78	1/1/78	15903	100%	
15904	1/1/78	1/1/78	15904	100%	
15905	1/1/78	1/1/78	15905	100%	
15906	1/1/78	1/1/78	15906	100%	
15907	1/1/78	1/1/78	15907	100%	
15908	1/1/78	1/1/78	15908	100%	
15909	1/1/78	1/1/78	15909	100%	
15910	1/1/78	1/1/78	15910	100%	

4

3-AUG-1916 2.10 PM

New South Wales.

A261050

MEMORANDUM OF TRANSFER.



Transfer
Endowment
Certificate

FORM SIMPLE.

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

I, *J. A. W. Realty Co. Limited*

A261050

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

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

c All existing encumbrances must be stated hereon. (See page 2.)

underwritten or endorsed hereon, in consideration of *Twenty five pounds* (£25)

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

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

Spaid to *Mr. Frederick John Robey, of Waverleyville, Arthur's River, Tasmania.*

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

the receipt whereof I hereby acknowledge

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

I do hereby transfer to the said *Frederick John Robey*

g Area, in acres, rods, or perches.

All my Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

h Parish or town and county.

situate in *Parish of Waverley, County of Cumberland*

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

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

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

dated *20 April 1915* registered volume No. *2568* folio *49*

k Strike out if not appropriate. These references will suffice, if the whole land in the grant or certificate be transferred.

and also in the *plans* of land as follows:— *being lot 70 (November)*

l If a plan only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either enclosed in this transfer or annexed thereto, with an explanatory note:— "As delineated in the plan annexed for 'Sected Area' for 'description as follows,' etc."

Waverleyville Farms Estate deposited plan No. 8257.

m Any conveyance must be signed by the parties and their attorneys where necessary.

This transfer is subject to the following condition:—
(The lot when built on must be fenced, and no advertisement hoarding shall be erected on the lot hereby transferred.)

n Here also should be set forth any right of way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

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

The form when filled in should be mingled so that no alterations are possible. No alterations should be made by erasures. The words repeated should be scored through with the pen, and these substituted written over them, the alteration being ratified by signature or initials in the margin, or marked in the margin.

[Form 66.]

[Rule up all blanks before signing.]

Handwritten calculations:
- 24730 4/5
415
24986 1/5
752 2/3 = 24579
7511 01
752 2/3

930000

Chas. P. C.

Now being Part of land comprised in Certificate of Title, Vol. 2402 Fol. 170

Vertical stamp on left margin

Vertical stamp on left margin

61976

MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.

^p See note "a." page 1.
A very short note of
the particulars will
suffice.

[Rule up all blanks before signing.]

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

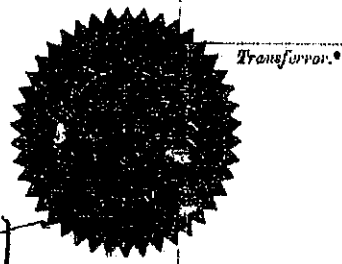
This applies only to instruments signed within the Isles.

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

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

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

Signed in my presence by the said _____
WHO IS PERSONALLY KNOWN TO ME



Signed
The Common Seal of the
Royal Bank Limited
has hereunto affixed by the Managing Director
John Stewart
1916
in the presence of
John Stewart
Deputy Secretary

Arthur Richard
Managing Director

ⁿ Repeat attestation for additional parties if required.
SI 5111

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

For the signature of the Transferee here an ordinary attestation is sufficient. Unless the instrument contains some special provision by the Transferor, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a place for detaching a copy or copies of the signature should, if possible, be obtained.

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

Signed in my presence by the said

Handwritten signature
AND IS PERSONALLY KNOWN TO ME

Handwritten signature

Handwritten signature
20/9/16

Handwritten signature
Transferee.

(* The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note * of in margin.)
F.B. - Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of \$50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the _____ day of _____, one thousand nine hundred and _____

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said _____

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

- May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.F. or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- Name of witness and residence.
- Name of Transferee.
- Name of Transferee.

Registrar-General, Deputy, Notary Public, J.F. or Commissioner for Affidavits.
AN 2153

No. **A261050** Memorandum of Transfer of
 1st 1/4 Part Lot 70 on D.P. 8257
 Mem. of Prospect and Sherwood
 Pt. of Prospect
 (Subject to conditions)

Lodged by
J.P. Macdonald
 (Name)
 (Address) *Level 8/2 Pitt St, Sydney*

N.S.W. Realty Co. Ltd. Transferor.
Frederick John Rabej Transferee.

2263

Particulars entered in the Register Book, Vol. **2693**
 Folio **170**

the **25th** day of **September**, 19**16**,
 at **12** minutes **12** o'clock
 in the **NOON**.

W. J. Macdonald
J.P. Macdonald



DATE	INITIALS
SEP 25 AM	
5 MINS SURVEY BRANCH	8.9.16
PROPERTY DEPT RECORDS	
LAND TAX	9.9.16
REGISTERED	11.9.16
GENERAL CONTROL	15
GENERAL INDEX	19.9.16
LAND RECORDS	
REGISTERED	
CERTIFICATE	
SUPV. OF INSTRUMENTS	SEP 25 1916
REG. INSTRUMENTS	27 SEP 1916
2700	239

25 SEP AM
 25 SEP AM

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-
 No Transfer can be registered until the tax is paid.
 If a part only of the land is transferred and the transferee is to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional fee, but the fee has expense, if it is intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole fee is paid, or from application is made for a Transfer in respect of the remainder.
 Certificates of title are issued on application, and will be required for each additional Certificate.
 The fees on transfers are 10s. and 5s. for every new Certificate, whether issued to a Transferee or required for the record. By the Amendment Act of 1914, the purchaser is not compelled to take out a new Certificate if the title is the subject of the land is transferred, and he may have the original title returned to him, with a memorial of his Transfer indented thereon, at a cost of 10s. only.
 The Transferee is responsible for the payment of the tax.
 Certificates will only be delivered on successful application of Purchaser or their solicitors, or upon an order issued by a Magistrate.



N.B.—ALL LANDS GRANTED FROM THE DOWRY ACT BY PARLIAMENT, 1800, AND BY STATUTE, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE MANNER PROVIDED BY THAT ACT.

RECD 3-AUG 1916 2 19 PM



A373988G

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

Endorsement
Certificate

FREE SIMPLE.



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

J. H. N. J. [unclear] Limited

A 373988

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

being registered as the proprietor of an Estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum

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

underwritten or endorsed hereon, in consideration of *£100,000*

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

(£60-)

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

paid to me by Horace Space, of [unclear], Clerk,

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

the receipt whereof I hereby acknowledge

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

I do hereby transfer to the said Horace Space,

h Area in acres, roods, or perches.

ALL Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing

i Parish or town and county.

situate in *Parish Prospect,*
County Cumberland,

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

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

k "Crown grant," or "Certificate of Title," strike out if not appropriate.

dated *29 Aug 1916* registered volume No. *2693* folio *170*

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

And also in the pieces of land as follows:— being lot 70A

m But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—

(annexed a) Winkworthville Promised Estate Deposited Plan No 8257

n "as delineated in the plan hereon (or annexed hereto)" or "described as follows," etc.

This Transfer is subject to the following condition:—
The land above described when built on must be fenced.

COVENANT UNENFORCEABLE
REG (1866) 42 W.N. (P.F.) 247
28th 1917/66.

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

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

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

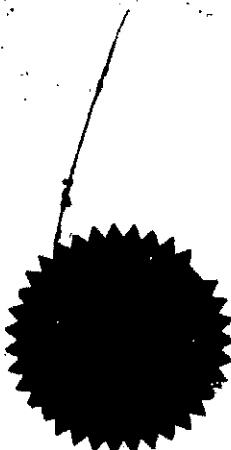
[Rule up all blanks before signing.]

[Price, 6d.]

[Handwritten signature]

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

The Common Seal of
N.S.W. Realty Co Limited
was hereto affixed by the Managing Director
this 24 day of April
1918 in the presence of
John Sheering
Do^r Secretary



John Sheering
Managing Director.

[Rule up all blanks before signing.]

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

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

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

Repeat attestation for additional parties if required.

In witness whereof, I have hereunto subscribed my name, at

the _____ day of _____ in the year
of our Lord one thousand nine hundred and

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

Signed

Transferrer.

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

correct for the purposes of the Real Property Act.

the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

Grace Bruce

WHO IS PERSONALLY KNOWN TO ME

Grace Bruce

Grace Bruce
Transferee.

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

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

28/3/18

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the _____ day of _____, one thousand nine hundred and _____

the attesting witness to this instrument, and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

- g May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
- r Name of witness and residence.
- s Name of Transferrer.
- t Name of Transferee.

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

1/4 21p Lot 70^a 8257
 Mun. Prospect + Sherwood
 Pt. Prospect
 Co. Cumberland

Lodged by

(Name) *C. P. M. ...*
 (Address) *82 Pitt St.*

(Subject to a fencing condition)

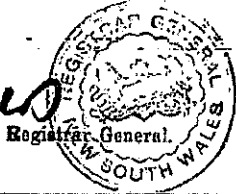
A 373988

H. S. W. Realty Co. Limited Transferor.
Horace Bruce Transferee.

Particulars entered in the Register Book, Vol. 2693
 Folio 140

the 19th day of April, 1918,
 at — minutes — 10 o'clock
 in the fore noon.

Not Reliance



37577 & 37578 of 20/10/18th

	DATE	INITIALS
19 APR 1918		
SENT TO SURVEY BRANCH	11.4.18	<i>...</i>
RECEIVED FROM RECORDS		
LET WRITTEN	12.4.18	<i>...</i>
LET EXAMINED	12.4.18	<i>...</i>
GRAM COMPLETE	16.4.18	<i>...</i>
GRAM EXAMINED	17.4.18	<i>...</i>
LET FORWARDED	18.4.18	<i>...</i>
REQUISITION TO RECORDS		
RECEIVED FROM RECORDS		
DATE ENGROSSED	20 APR 1918	<i>...</i>
ENGROSSERS		
REGISTRAR GENERAL		
2838	145	

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION—
 No Transfer can be registered until the fees are paid.
 If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but in such case the original Certificate, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the remaining residue.
 Transfers in common must possess separate Certificates. 20s. will be charged for each additional Certificate.
 The fees on transfers are 10s. and 20s. for every new Certificate, which is paid to a Transferee or required for the residue. By the Amendment Act of 1912, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of the transfer entered thereon, at a cost of 10s. only.
 The Transfer is complete from the moment it is recorded.
 Certificates will only be delivered on personal application of Purchaser or their solicitors, or upon an order attested before a Magistrate.

FORM FOR SIMPLE TRANSFER. WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS
 CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

Fees: £ 2.00
 Lodgment : 10
 Endorsement :
 Certificate :
 16-10
 14/9/60



R.P. 13A NO. **H 603519** 203
 New South Wales

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)



(Trusts must not be disclosed in the transfer.)

Typing or handwriting in the instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

a A lease estate, strike out "in fee simple" and interline the required alteration.

b State in full the name of the person who furnished the consideration money.

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

d The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General. Where those records are inadequate for the purpose, a suitable plan may be annexed hereto, furnished as an annexure signed by the parties and their signatures witnessed.

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

e A very short note will suffice.

f Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having questioned the witness should sign the certificate on the back of this form.

As to instruments executed elsewhere, see Section 127 of the Real Property Act 1900, Section 128 of the Conveyancing Act, 1919-1924 and Section 52A of the Evidence Act 1898-1954.

g Repeat attestation if necessary.

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

KEITH BROWN CLARK of Pendle Hill, Dairy Hand
 (herein called transferor)
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of one thousand eight hundred ninety six pounds seventeen shillings sixpence (£1896.17.6) (the receipt whereof is hereby acknowledged) paid to me by
NORTHLAND BUILDING CO. PTY. LIMITED
 do hereby transfer to

NORTHLAND BUILDING CO. PTY. LIMITED a company duly incorporated under the Companies Act 1936
 (herein called transferee)

ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
CUMBERLAND	PROSPECT	PART	2838	145	being lot L on plan of subdivision annexed hereto and marked with the letter "X"

ENCUMBRANCES, &c., REFERRED TO:

Covenant in Transfer A 373988
 Covenant annexed hereto and marked with letter "A"

Signed at Adelaide the 14th day of September 1960.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

John R. Wood
Notar Public

H. B. Clark
 Transferor

Signed

407242
 Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

The Common Seal of **NORTHLAND BUILDING CO. PTY. LIMITED** was hereunto affixed in the presence of:—
Secretary

Director
 transferred(s).

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

† N.B.—Section 17 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person (singly or negligently) certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signatures of the Transferees cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE—See Foot Note.

H 603519

LODGED BY *A. Paroll*

No. **PARTIAL DISCHARGE OF MORTGAGE**
 (N.B.—Before execution read marginal note.)

H. Carlrough
Sydney

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

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

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

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS¹

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

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED 	MEMORANDUM OF TRANSFER <i>Subj to comment</i>	DOCUMENTS LODGED HEREWITH. To be filed in by person lodging dealing.		
	Checked by	Particulars entered in Register Book, Volume <u>2838</u> Folio <u>118</u>	CIT	Received Docs. Nos.
	Passed (in S.D.B.) by	the <u>28th</u> day of <u>December</u> 19 <u>60</u> at <u>30 minutes past 12 o'clock in the afternoon.</u>		Receiving Clerk.
	Signed by		_____	

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	<i>[Signature]</i>	<u>2.11.60</u>
Draft examined	<i>[Signature]</i>	<u>2/11</u>
Diagram prepared	<i>[Signature]</i>	<u>12.11.60</u>
Diagram examined	<i>[Signature]</i>	<u>2/11</u>
Draft forwarded	<i>[Signature]</i>	<u>2/11</u>
Supt. of Engrasers	<i>[Signature]</i>	<u>2/11</u>
Cancellation Clerk	<i>[Signature]</i>	<u>2/11</u>
Vol. 8067 Fol. 209		

FEES.

The Fees, which are payable on lodgment, are as follows:—
 (a) £2 when the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 6s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 6s. is made for every Certificate of Title or Crown Grant after the first.
 (b) A supplementary charge of 10s. is made in each of the following—
 (i) where a restrictive covenant is imposed; or
 (ii) a new easement is created; or
 (iii) a partial discharge of mortgage is endorsed on the transfer.
 (c) Where a new Certificate of Title must issue the scale charges are—
 (i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
 (ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
 (iii) as approved where more than one simple diagram, or an extensive diagram will appear.
 Where the engrossing exceeds 16 folios, an amount of 6s. per folium extra fee is payable.

K 2366 21437-W
 11603520 to follow

"A"

3

H 603519

*present
initial*

This is the Annexure marked "A" referred to in the accompanying transfer from KEITH BROWN CLARK to NORHLAND BUILDING COMPANY PTY. LIMITED dated the *ninth* day of *September*, 1960.

AND the Transferee for itself its successors and assigns or other the registered proprietor or proprietors for the time being of the land hereinbefore described hereby covenants with the transferor his heirs executors administrators and assigns for the benefit of the adjoining land owned by the transferor but only during the ownership thereof by the transferor his successors heirs executors administrators and assigns other than transferees on sale that no fence shall be erected on the land hereby transferred to divide it from such adjoining land of the transferor being the balance of the land in Certificate of Title Volume 2838, Folio 145 not hereby transferred without the consent of the transferor but such consent shall not be withheld if such fence is erected without expense to the transferor his successors heirs executors administrators or assigns and in favour of any person dealing with the transferee its successors or assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

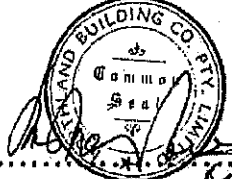
AND for the purposes of Section 88 of the Conveyancing Act 1919-1954 it is hereby agreed and declared that:

- (a) the benefit of the foregoing covenant shall be appurtenant to the adjoining land of the transferor being the balance of the land comprised in Certificate of Title Volume 2838 Folio 145 not hereby transferred but upon transfer of such adjoining land this covenant shall become absolutely void
- (b) the burden of the foregoing covenant is upon the land transferred by this instrument
- (c) the above covenant may be released varied or modified with the consent of the transferor his successors heirs executors administrators and assigns.

8

*Present
initial*

THE COMMON SEAL of NORHLAND BUILDING COMPANY PTY. LIMITED was hereunto affixed by authority of the Directors and in the presence of:- *F. Lowry Secretary*


Transferee. *Lowry*

Loaned by J.F. CARSON, Ceo
O'Donnell
11 "Castle Street
Sydney

H 603519

1870000 dealing

Plan Form No. 7 (for compilations)

Municipality of Holroyd,
Shire of
D. P. 8257

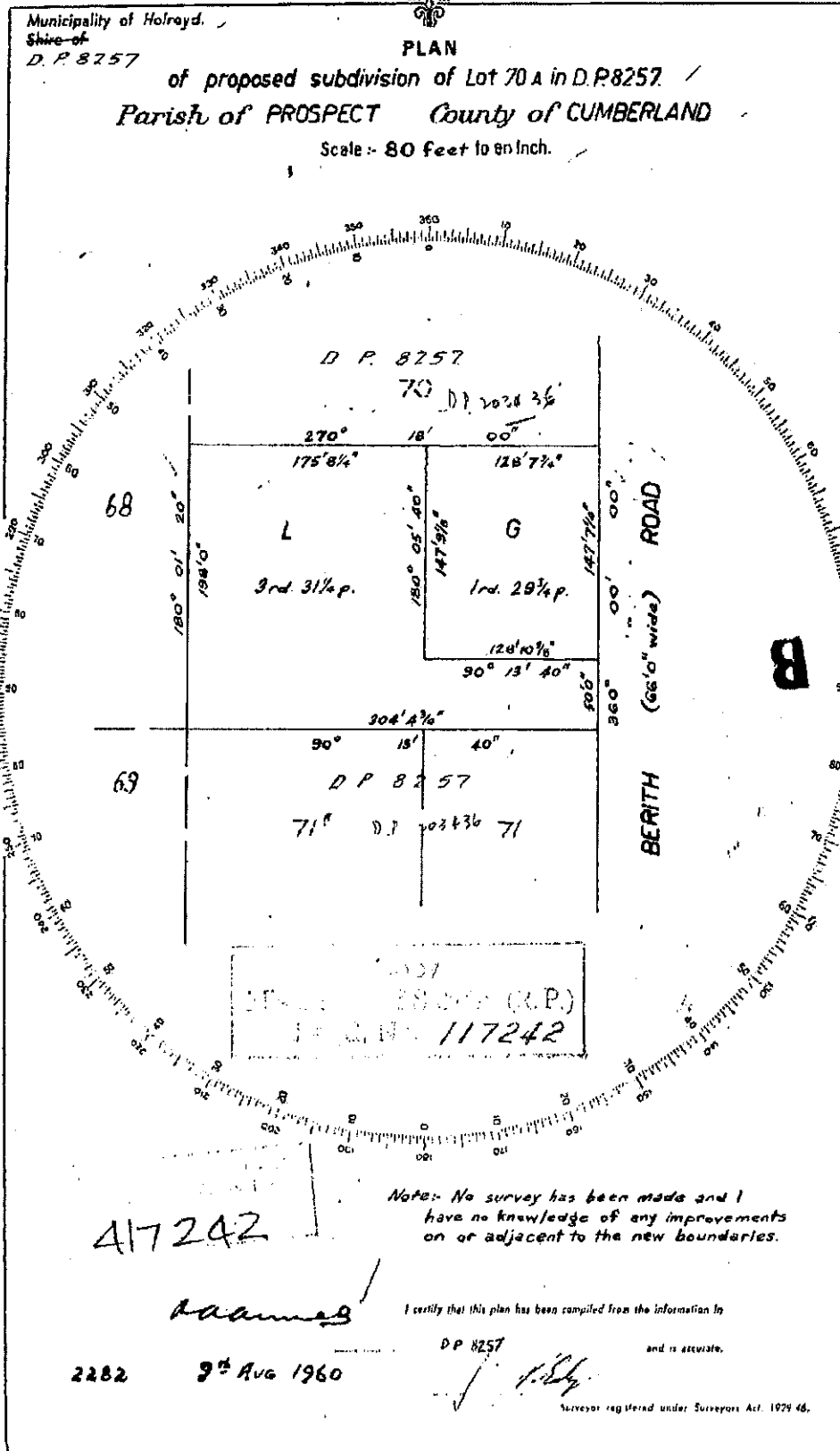
M.A.M.

PLAN

of proposed subdivision of Lot 70 A in D.P.8257
Parish of PROSPECT County of CUMBERLAND

Scale - 80 feet to an inch.

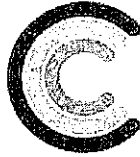
This margin to be left free from notation



Signatures of parties to be made in this margin.

This is the plan marked " " referred to in
Dated

460/1760
M.A.M.



CUMBERLAND
CITY COUNCIL

APPLICANT: Lci Legal Pty Ltd
Po Box 3003
PARRAMATTA NSW 2124

PLANNING CERTIFICATE

Issued under section 10.7(2) Environmental Planning and Assessment Act 1979

Property: 24 Maple Street GREYSTANES NSW 2145
Title: Lot 75 DP 203436
Land No: 89993
Certificate No: PC2020/4442
Certificate Date: 21/10/2020
Applicant's Ref: VC:RC:22019

16 Memorial Avenue, PO Box 42, Merrylands NSW 2160
T 02 8757 9000 E council@cumberland.nsw.gov.au W cumberland.nsw.gov.au
ABN 22 798 563 329

Welcome to our community

THE OFFICIAL RECORD OF THE COUNCIL OF CUMBERLAND CITY COUNCIL

SECTION 10.7(2)

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

ITEM 1 - Names of relevant planning instruments and DCPs**1. *The following environmental planning instruments apply to the carrying out of development on the land:***

Holroyd Local Environmental Plan 2013

State Environmental Planning Policy No. 19 – Bushland in Urban Areas
 State Environmental Planning Policy No. 30 – Intensive Agriculture
 State Environmental Planning Policy No. 33 – Hazardous and Offensive Development
 State Environmental Planning Policy No. 50 – Canal Estates
 State Environmental Planning Policy No. 55 – Remediation of Land
 State Environmental Planning Policy No. 62 – Sustainable Aquaculture
 State Environmental Planning Policy No. 64 – Advertising and Signage
 State Environmental Planning Policy No. 65 – Design Quality of Residential Flat Development
 State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
 State Environmental Planning Policy – SEPP (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy – Building Sustainability Index: BASIX 2004
 State Environmental Planning Policy – (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy – (Infrastructure) 2007
 State Environmental Planning Policy – (Temporary Structures) 2007
 State Environmental Planning Policy – (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy – (Repeal of Concurrence and Referral Provisions) 2008
 State Environmental Planning Policy – (Affordable Rental Housing) 2009
 State Environmental Planning Policy – (Vegetation in Non-Rural Areas) 2017
 State Environmental Planning Policy – (Educational Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy – (Primary Production and Rural Development) 2019
 State Environmental Planning Policy – (State and Regional Development) 2011
 State Environmental Planning Policy – (Concurrences) 2018
 State Environmental Planning Policy No. 21 – Caravan Parks

Sydney Regional Environmental Plan No. 9 – Extractive Industry (No. 2 – 1995)
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005

2. *The following proposed environmental planning instruments apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979:*

Cumberland Local Environmental Plan (PP_2019_CUMBE_006_00)

3. *The following development control plans apply to the carrying out of development on the land:*

Holroyd Development Control Plan 2013

ITEM 2 - Zoning and land use under relevant LEPs

1. (a) Zoning details in the instruments identified in ITEM 1(1) above

Holroyd Zone R2 Low Density Residential

Objectives of zone

To provide for the housing needs of the community within a low density residential environment.

To enable other land uses that provide facilities or services to meet the day to day needs of residents.

To allow residents to carry out a range of activities from their homes while maintaining neighbourhood amenity

Permitted without consent

Home occupations

Permitted with consent

Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Semi-detached dwellings; Tank-based aquaculture

Prohibited

Any development not specified in item 2 or 3

Additional permitted uses

No additional uses apply

(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

Yes the land is affected by minimum land dimensions. Refer to the environmental planning instrument in item 1(1).

(c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat

(d) Is the land within a heritage conservation area?

The land is not within a heritage conservation area

(e) Is there a heritage item situated on the land?

There are no heritage items situated on the land

2. (a) Zoning details in the instruments identified in ITEM 1(2) above**Zone R2 Low Density Residential****1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To allow residents to carry out a range of activities from their homes while maintaining neighbourhood amenity

2 Permitted without consent

Home occupations

3 Permitted with consent

Boarding houses; Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Hostel; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Respite day care centres; Roads; Senior housing; Semi-detached dwellings; Tank-based aquaculture; Water recycling facilities

4 Prohibited

Agriculture; Air transport facilities; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Places of public worship; Port facilities; Recreation facilities (major); Registered clubs; Research stations; Residential accommodation; Restricted premises; Rural industries; Service stations; Sewerage systems; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies; Any other development not specified in item 2 or 3

Additional permitted uses

No draft additional uses apply

(b) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?

Yes, fixed minimum land dimensions apply to the land under a draft environmental planning instrument.

(c) Does the land include or comprise critical habitat?

The land does not include or comprise critical habitat under a draft environmental planning instrument

(d) Is the land within a draft heritage conservation area?

The land is not within a draft heritage conservation area

(e) Is there a draft heritage item situated on the land?

There are no draft heritage items situated on the land

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

Is the land identified within any zone under Part 3 of State Environmental Planning Policy (Sydney Region Growth Centres) 2006, a Precinct Plan, or a Proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act?

No

ITEM 3 – Complying Development Exclusions

Is the land, land on which complying development may be carried out under 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?

Housing Code

Yes, under the Housing Code complying development may be carried out on the land.

Low Rise Housing Diversity Code

Yes, under the Low Rise Housing Diversity Code complying development may be carried out on the land.

Rural Housing Code

Yes, under the Rural Housing Code complying development may be carried out on the land.

Housing Alterations Code

Yes, under the Housing Alterations Code complying development may be carried out on the land.

General Development Code

Yes, under the General Development Code complying development may be carried out on the land.

Commercial and Industrial Alterations Code

Yes, under the General Commercial and Industrial Code complying development may be carried out on the land.

Commercial and Industrial (New Buildings and Additions) Code

Yes, under the General Commercial and Industrial (New Buildings and Additions) Code complying development may be carried out on the land.

Container Recycling Facilities Code

Yes, under the Container Recycling Facilities Code complying development may be carried out on the land.

Subdivisions Code

Yes, under the Subdivisions Code complying development may be carried out on the land.

Demolition Code

Yes, under the Demolition Code complying development may be carried out on the land.

Fire Safety Code

Yes, under the Fire Safety Code complying development may be carried out on the land.

ITEM 4 – (Repealed)

ITEM 4A – (Repealed)

ITEM 4B – Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

ITEM 5 – Mine subsidence

Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No

ITEM 6 – Road widening and road realignment

Is the land affected by any road widening or road realignment under:

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

No

ITEM 7 – Council and other public authority policies on hazard risk restrictions

(a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	Other Risk	No

(b) Whether or not the land is affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council that restricts the development of the land because of the likelihood of:-

(i)	land slip	No
(ii)	bushfire	No
(iii)	tidal inundation	No
(iv)	subsidence	No
(v)	acid sulphate soils	No
(vi)	land contamination	No
(vii)	Other Risk	No

ITEM 7A – Flood related development controls information

1. Whether or not development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

No

2. Whether or not development on the land or part of the land for any other purpose is subject to flood related development controls.

No

ITEM 8 – Land reserved for acquisition

Is there an environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 which makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979?

No

ITEM 9 – Contributions plans

The name of each contributions plan applying to the land is:-

Cumberland Local Infrastructure Contributions Plan 2020

ITEM 9A - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 (including land certified under Part 7AA of the Threatened Species Conservation Act 1995)?

No

ITEM 10 – Biodiversity stewardship sites

Has Council been notified by the Chief Executive of the Office of Environment and Heritage that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 (including biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995)?

No

ITEM 10A – Native vegetation clearing set asides

Under section 60ZC of the Local Land Service Act 2013, has Council been notified by Local Land Services (or is it registered in the public register under that section) that the land contains a set aside area?

No

ITEM 11 – Bush fire prone land

- | | |
|--|-----|
| <i>(a) All of the land is bush fire prone land.</i> | No |
| <i>(b) Some of the land is bush fire prone land.</i> | No |
| <i>(c) None of the land is bush fire prone land.</i> | Yes |

ITEM 12 – Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No

ITEM 13 – Orders under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No

ITEM 14 – Directions under Part 3A

Is there 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 the Act does not have effect?

No

ITEM 15 – Site compatibility certificates and conditions for seniors housing

(a) Has a current site compatibility certificate (seniors housing), of which the Council is aware, been issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?

No

(b) Have any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land?

No

ITEM 16 – Site compatibility certificates for infrastructure, schools or TAFE establishments

Has a valid site compatibility certificate (infrastructure) or a site compatibility certificate (schools or TAFE establishments), of which the Council is aware, been issued?

No

ITEM 17 – Site compatibility certificates and conditions for affordable rental housing

1. Has a current site compatibility certificate (affordable rental housing), of which the Council is aware, been issued in respect of proposed development on the land?

No

2. Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of consent to a development application in respect of the land?

No

ITEM 18 – Paper subdivision information

Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?

No

ITEM 19 – Site verification certificates

Has Council been made aware of a current site verification certificate that has been issued in respect of the land?

No

ITEM 20 – Loose – fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No

ITEM 21 – Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?

No

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No

NOTE 1 – Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:-

(a) *At the date of this certificate, is the land (or part of the land) to which this certificate relates significantly contaminated land?*

No

(b) *At the date of this certificate, is the land to which this certificate relates subject to a management order?*

No

(c) *At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?*

No

(d) ***At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?***

No

(e) ***At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?***

No

GENERAL INFORMATION

The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter not referred to in this certificate.

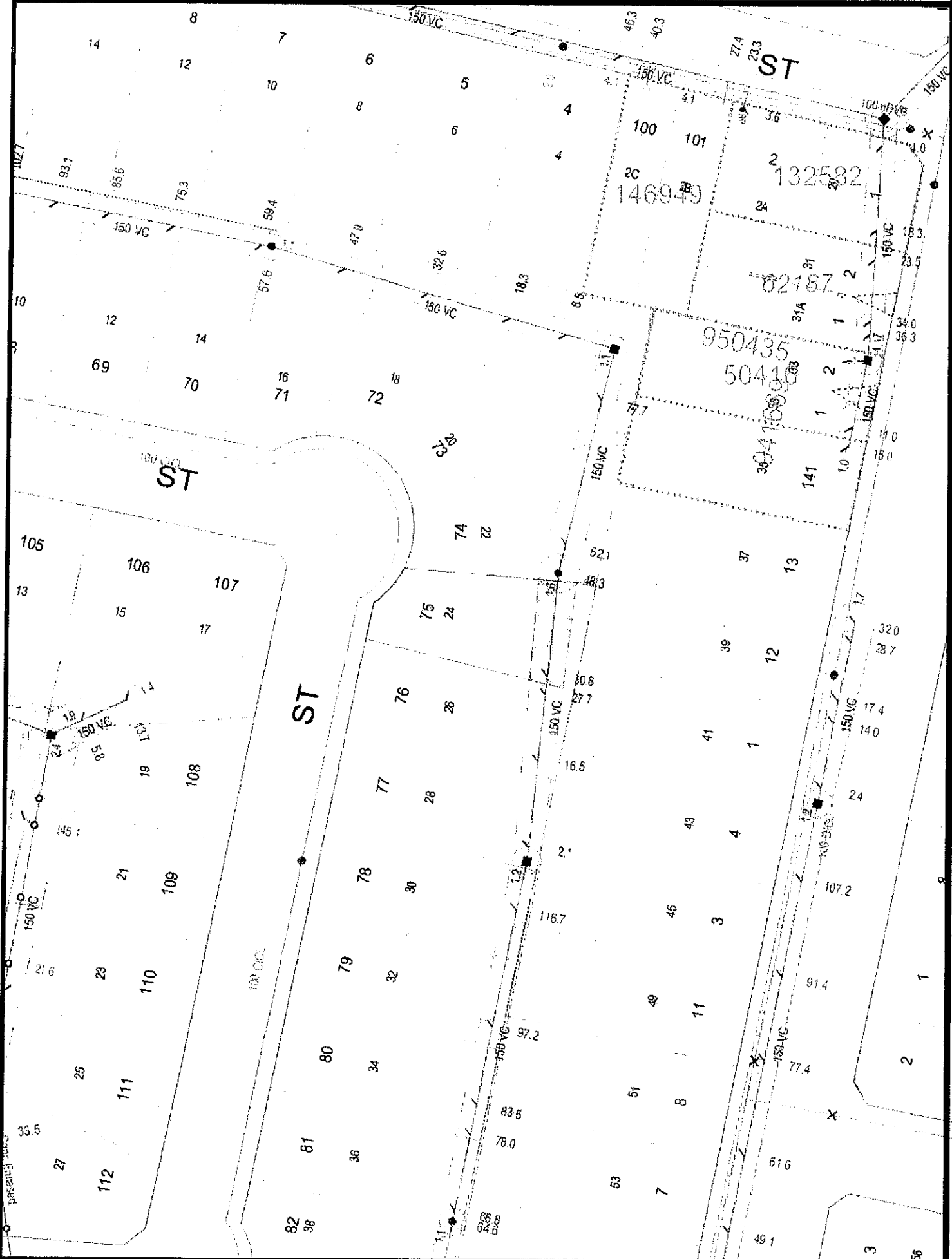
Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 4 of the Environmental Planning and Assessment Regulation 2000 and is provided only to the extent that the Council has been notified by the Department of Public Works or Department of Planning.

When advice in accordance with section 10.7(5) is requested the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at [http:// www.planning.nsw.gov.au](http://www.planning.nsw.gov.au)

Please contact Council's Strategic Planning section for further information about this Planning Certificate.

Hamish McNulty
GENERAL MANAGER



Disclaimer The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

SEWERAGE SERVICE DIAGRAM

Municipality of *Holroyd.*

No. *678190*

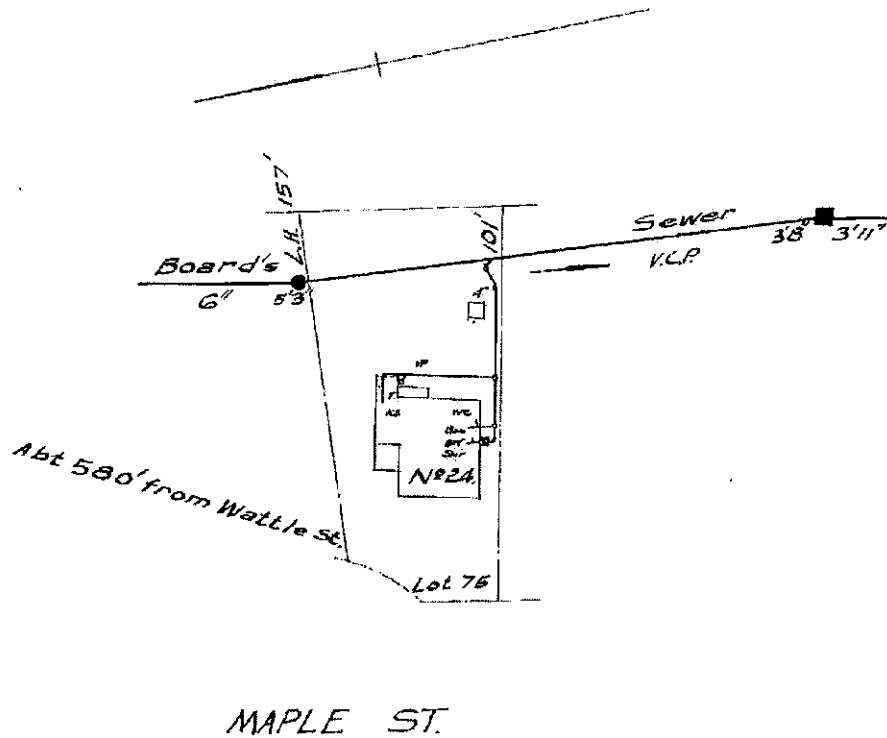
- SYMBOLS AND ABBREVIATIONS**
- | | | | |
|---------------------------|--------------------------|-------------------|--------------------------|
| □ Boundary Trap | ■ R.V. Reflux Valve | I.P. Induct Pipe | Bsn. Basin |
| ■ Pit | — Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| ▣ G.I. Grease Interceptor | ○ Vert. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| ⊠ Gully | ○ V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| ⊞ P.T. P. Trap | ○ S.V.P. Soil Vent. Pipe | W.C. Water Closet | F. W. Floor Waste |
| ⊞ R.S. Reflux Sink | D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

Scale: 40 Feet To An Inch

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer

50/40823 B.A.S.



RATE No. *3640444* W.C.s. _____ U.C.s. _____ 19____
 SHEET No. *2671* OFFICE USE ONLY For Engineer House Services

DRAINAGE			BRANCH OFFICE		PLUMBING	
W.C.	Supervised by	Date	Date	Supervised by	Date	Inspector
Bth.						
Shr.	Inspector		Outfall	HL		
Bsn.	Examined by		Drainer	LL		
K.S.			Plumber			
T.			Boundary Trap			
Pig.	Chief Inspector					

1061 408

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2010, Schedule 1, Clause 4(1)

AGREEMENT

This Agreement is made on 18 / 04 / 2019 at 366-368 Church Street, PARRAMATTA NSW 2150 NSW BETWEEN

LANDLORD (insert name of Landlord(s) and contact details)

Name/s: L & V Holdings

Address:

(Note: Address not required where there is a Landlord's Agent)

Phone: NII

Mobile: NII

Email: NII

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: Waliid Ammoun, Meriam Hariri & Leyla Ammoun

Address: 24 Maple Street, Greystanes NSW 2145

Phone: NII

Mobile: NII

Email: NII

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: McGrath Property Management Pty Ltd T/as McGrath Property Management

Address: 191 New South Head Road

ACN:

Edgecliff NSW 2027

ABN: 50 121 908 656

Phone: (02) 9407 7888

Mobile:

Email:

Licence No.: 1531563

Licence Expiry: 24/09/2019

TERM OF AGREEMENT

The term of this Agreement is: Fifty-two (52) weeks / months / years

starting on: 18 / 04 / 2019 and ending on: 15 / 04 / 2020 (cross out if not applicable)

RESIDENTIAL PREMISES Note: insert any excluded items in the Additional Terms item on the signature page

The residential premises are: 24 Maple Street, Greystanes NSW 2145

The residential premises include: (include any additional matters, such as a parking space, garages or furniture provided)

If the property includes a garage/car space it is to be used for the sole purpose of storing a motor vehicle and not for the storage of goods.

Garage

RENT

The rent is: \$1,140.00 per: Fortnight payable in advance starting on: 18 / 04 / 2019

Rent Increase 1: Then from: / / pay: \$0.00 per:

Rent Increase 2: Then from: / / pay: \$0.00 per:

Note: Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not required to be completed. See Additional Term 63B.

The tenant must pay the rent in advance on the Thursday of every Fortnight (see Clause 4.2)

The method by which the rent must be paid:

(a) to: _____ at: _____ by cash or cheque or

(b) into the following account:

Account Name: _____

Bank: _____

BSB: _____

Account No.: _____

Payment Reference: AMM24

or any other account nominated by the landlord, or

(c) as follows: Direct Debit

Note: The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank or other account fees usually payable for the Tenant's transactions) (see Clause 4.2) 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 **2280.00** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

No more than **4** persons may ordinarily live in the Premises at any one time.

Other people who will ordinarily live at the premises may be listed here: (cross out if not needed)

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **GLENCO ELECTRICAL SERVICES**

Phone: **9700 9996**

Plumbing Repairs: **NSW Maintenance Plumbing**

Phone: **0424 588 810**

Building Repairs:

Phone:

Other: **All Safe Locksmiths**

Phone: **0413 824 442**

WATER USAGE

Will the Tenant be required to pay separately for water usage? Yes No If 'yes', see Clauses 11 and 12

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No If 'yes', see Clause 35

CONDITION REPORT

A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is signed.

If this Agreement is for premises already occupied by the tenant under a previous agreement, the landlord and tenant agree that the condition report prepared for a tenancy agreement entered into by the tenant and dated **1 / 1** applies to this Agreement.

TENANCY LAWS

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2010 apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

STANDARD TERMS OF 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".

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

COPY OF AGREEMENT

2. The landlord agrees to give the tenant:

2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and

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

2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

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

4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and

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.

4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

Note:

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

M.H. W.A. P.A.

RENT INCREASES

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

Note:

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

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

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

RENT DEDUCTIONS

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

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

9. **The landlord agrees** to pay:
9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. **The tenant agrees** to pay:
10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
10.3 all charges for pumping out a septic system used for the residential premises, and
10.4 any excess garbage charges relating to the tenant's use of the residential premises, and

- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

- 10.5.1 are separately metered, or
10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
11.2 the landlord gives the tenant at least 21 days to pay the charges, and

- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

- 11.4 the residential premises have the following water efficiency measures:

- 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,

- 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,

- 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

POSSESSION OF THE PREMISES

13. **The landlord agrees:**

- 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

- 13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

14. **The landlord agrees:**

- 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

- 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

- 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

15. **The tenant agrees:**

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose; and

- 15.2 not to cause or permit a nuisance, and

- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. **The tenant agrees:**

- 16.1 to keep the residential premises reasonably clean, and

- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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).

17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 17.1 to remove all the tenant's goods from the residential premises, and
- 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. The landlord agrees:
- 18.1 to make sure that the residential premises are reasonably clean and fit to live in, and
- 18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

19. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

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

Note:

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

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

SALE OF THE PREMISES

20. The landlord agrees:
- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
22. The landlord and tenant agree:
- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week, and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

23. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time.

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- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.
24. **The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:**
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.**
26. **The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.**

ALTERATIONS AND ADDITIONS TO THE PREMISES

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

LOCKS AND SECURITY DEVICES

29. **The landlord agrees:**
- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the 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
- 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. The tenant agrees:

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the 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
- 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the 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

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

Note:

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. **The landlord agrees:**
- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

35. **The landlord agrees to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 1996, the Strata Schemes (Leasehold Development) Act 1986, the Community Land Development Act 1989 or the Community Land Management Act 1989.**

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MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

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

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

SWIMMING POOLS

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

40. 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 1996) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]

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

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

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

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40B. The landlord agrees:

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

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

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.

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

ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable]

41. 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:

41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or

41.2 if the fixed term is for more than 3 years, [specify amount below].

[Empty box for specifying amount]

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note:

Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord, 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.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

44. The landlord agrees that the tenant may keep the following animals on the residential premises:

[Empty box for listing animals]

45. The tenant agrees:

45.1 to have the carpet professionally cleaned and to have the residential premises fumigated, at the tenant's own expense, if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

45.2 where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.

45.3 to indemnify the landlord in respect of any damage to property or claims made as a result of damage to person or property caused or arising from animals having been kept on the residential premises during the tenancy.

45.4 when requested to provide written evidence of compliance with Clause 45.1 to the landlord/landlord's agent.

ADDITIONAL TERM - CONDITION REPORT

46. Where the landlord has in compliance with the Residential Tenancies Act 2010 provided the tenant with the landlord's signed condition report, and the tenant has not returned the condition report within 7 days of receipt the tenant will be deemed to have accepted the condition report.

46.1 The condition report will form part of and be included in this agreement.

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ADDITIONAL TERM - INSPECTIONS

- 47.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 23.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 47.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE OF PREMISES

48. The tenant agrees, in addition to the requirements of Clauses 15, 16 and 17 of this agreement:
- 48.1 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 48.2 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 48.3 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 48.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 48.5 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 48.6 to, in respect to smoke alarms in the premises, advise the landlord/landlord's agent as soon as practicable when the tenant is aware a smoke alarm has failed or is about to fail.
- 48.7 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 48.8 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 48.9 not to do anything that involves painting, marking or defacing the premises internally or externally or using nails, screws or adhesives without the prior written consent of the landlord.
- 48.10 not to affix any television antenna to the premises.
- 48.11 not to maliciously or negligently damage the premises or any part of the premises.
- 48.12 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or its guests.

- 48.13 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
- 48.14 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 48.15 to notify the landlord of any infectious disease at the premises.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 40 is deleted this clause is not applicable.

49. **Swimming Pool Safety and Maintenance**
- 49.1 At the commencement of the tenancy, the landlord will:
- handover the pool in a condition that is safe for use
 - provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.
- 49.2 During the term of the tenancy:
- the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - child-restraint barriers are in place and properly maintained,
 - access gates and doors are securely closed at all times,
 - at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
 - where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
 - the tenant is responsible for general maintenance including:
 - regular cleaning of filter baskets
 - maintaining required water levels
 - removing vegetation and other rubbish from the pool
 - maintaining the pool water condition
 - regular pool services
 - payment of costs for all required pool chemicals
 - advising the landlord or the agent immediately of any pool related problem.
- 49.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:
- opportunity to inspect the pool; and/or
 - a pool condition report completed by a professional pool service company.
- The tenant is to return the pool in good order and condition as at the beginning of the tenancy.
- 49.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.
- 49.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

50. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

51. On termination or expiration of the term the tenant agrees:
- to deliver vacant possession in accordance with the termination notice
 - to deliver up all keys and security devices
 - to advise as soon as possible of the tenants contact address
52. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
53. Should the agreement be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date of this agreement and where Additional Term Clauses 41 and 42 have been crossed out:
- the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
 - the tenant may be liable to pay, for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses
 - the parties are not relieved from their obligations to mitigate any loss on termination.
 - the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
54. Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement or the *Residential Tenancies Act 2010*.

Note: Where the tenancy is at an end and the tenant does not vacate the premises the landlord is entitled to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

55. The tenant will on vacating the premises:
- Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
 - At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
 - Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
 - Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
 - Leave the premises (including the grounds) in a neat and tidy condition.
 - Fumigate as reasonably required if pets have been on the premises.
 - Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 55 (b), (c) and (f) to the landlord/landlord's agent on or before vacating.

- Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

56. Taking into account the provisions of Clause 16.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

57. On termination the tenant agrees to leave telecommunication services (for example telephone, internet, television - analogue, digital or cable) in the same condition as at the start of the tenancy, and ensure (if required) the services are transferred or terminated as the landlord may direct.
58. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services to the premises.
59. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

60. The tenant will at all times comply with all statutes, orders, regulations, by-laws (including by-laws referred to in Clause 35 if applicable) and management statements relating to the premises or the tenant's occupation of the premises.

ADDITIONAL TERM - INSURANCE

61. The landlord is not responsible for insuring the tenant's own property.
62. The tenant agrees, not by act or omission to, do anything which would cause any increase in the premium of any insurance the landlord may have over the premises (or their contents) or cause such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE

- 63A. In the case of a fixed term agreement for less than 2 years the tenant agrees, if a rent increase is stated in the rent increase section on the first page of this agreement then, subject to clause 5, the rental may be increased during the term and such increase shall be as set out in the rent increase section on the first page of this agreement.
- 63B. Where the agreement is for a period of 2 years or more the rent payable must not be increased more than once in any period of 12 months and may be increased (subject to clause 5) whether or not the agreement sets out the rent increase or method of calculating the increase.

Note: *Residential Tenancies Act 2010* section 41; Notice of a rent increase must be given by a landlord or landlord's agent in accordance with this section even if details of the rent increase are set out in the residential tenancy agreement.

ADDITIONAL TERM - PRIVACY STATEMENT

64. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (Cth)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses personal information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

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- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this tenancy agreement applies; and/or
 - (2) tenancy databases for the purposes of properly assessing the risk in providing you with the lease and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - (3) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - (4) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord/landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - (5) Owners Corporations.
- (d) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (e) The tenant has the right to access such personal information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (f) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

65. (a) The parties agree and confirm any documents and communications in relation to this Agreement may be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or
 - (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
 - (4) by email to the party at the appropriate email address as stated in this Tenancy Agreement; or
 - (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 65(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.

- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES

DEFINITIONS

1. In this agreement
 - (1) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
 - (2) **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.
 - (3) **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.
 - (4) **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*.
 - (5) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
 - (6) **rental bond** means money paid by the tenant as security to carry out this agreement.
 - (7) **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.
 - (8) **tenancy** means the right to occupy residential premises under this agreement.
 - (9) **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.

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CONTINUATION OF TENANCY (if fixed term agreement)

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

ENDING A FIXED TERM AGREEMENT

3. 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.

ENDING A PERIODIC AGREEMENT

4. 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.

OTHER GROUNDS FOR ENDING AGREEMENT

5. The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

WARNING

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

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SPECIAL CONDITIONS

Special Conditions to this Agreement where inserted at the direction of the Landlord were prepared by the Landlord or an Australian Legal Practitioner under instruction from the Landlord and not from the Agent. No warranty is given by the Agent with respect to such clauses. Legal advice should be sought.

Refer Addendum A (Item A1)

SIGNATURES

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

SIGNED BY THE LANDLORD:


(Signature of landlord or landlord's agent on behalf of the landlord)

in the presence of:

Joe Welke
(Name of witness)

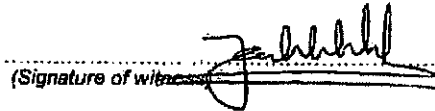

(Signature of witness)

SIGNED BY THE TENANT:


(Signature of tenant)

in the presence of:

Joe Welke
(Name of witness)


(Signature of witness)

SIGNED BY THE TENANT (2):

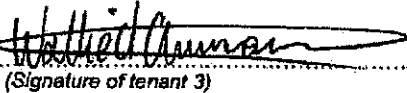

(Signature of tenant 2)

in the presence of:

Joe Welke
(Name of witness)


(Signature of witness)

SIGNED BY THE TENANT (3):


(Signature of tenant 3)

in the presence of:

(Name of witness)

(Signature of witness)

SIGNED BY THE TENANT (4):

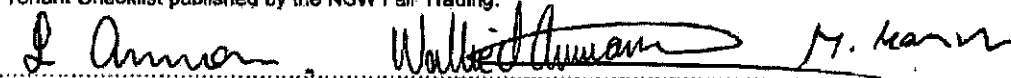
(Signature of tenant 4)

in the presence of:

(Name of witness)

(Signature of witness)

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


(Signatures of tenants)

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

M.H. W.A

Addendum A

A1. Additional Terms

1.

The tenant agrees and acknowledges that any/all documents will be emailed to the registered email provide by the tenant.

2.

The tenant agrees and acknowledges that the landlord's insurance on the rented premises covers only the building plus any permanent fixtures and fittings; It does not cover any tenant possessions. With the ever increasing incidence of burglary and theft, it is strongly recommended that you take out contents insurance cover.

3.

The tenant agrees and acknowledges not to attach or place any adhesives, hooks, nails or other fixtures to any surface of the premises without the prior written consent of the landlord. The tenant is required to make good any damages caused by such items.

4.

The tenant agrees and acknowledges that there is no smoking permitted inside the property. By breaching this clause the tenant will automatically be responsible for rectifying this breach.

5.

The tenant is responsible for the care and maintenance of the lawns and gardens by regular mowing, weeding and watering at all times. This includes shaping, limming, edging, weeding and all other aspects of maintenance.

6.

The tenant agrees and acknowledges that the fire places are for decoration only and are not to be used for the lighting of fires.

7.

The tenant agrees to ventilate the premises regularly, in particular the bathroom and laundry, to prevent mould and mildew. If mould and or mildew appear, it is the tenant's responsibility to clean and remove. The tenant should use mats to absorb any moisture and wipe down any excess water outside of the shower as soon as practical.

8.

The tenant agrees to keep the open drains clean and free of leaves and debris. The tenant further agrees not to dispose of any foreign substances, fats or oils down the sinks, drains and toilets.

9.

The tenant agrees and acknowledges that all non-urgent repairs are to be submitted to the agent in writing and will be carried out between the hours of 8:30am and 5:00pm, Monday to Friday.

10.

The tenant agrees and acknowledges not to place pot plants on carpeted areas within the property.

11.

Water usage Invoices (where applicable) shall be paid by the tenant promptly within 21 days of receipt of the invoice.

12.

The tenant agrees and acknowledges that in the event of a rent payment being dishonoured by the bank, for any reason, all relevant bank fees or charges will be paid by the tenant. The charge for a dishonoured payment is \$35.00 (subject to change at any stage).

13.

The tenant agrees to supply their home and work contact information to the

landlord's agent. The tenant further agrees to notify the agent, within 14 days, of any changes to the details previously supplied.

14.

The tenant agrees to leave the residential premises in a reasonable state of cleanliness, having regard to the condition of the premises at the commencement of the tenancy.

15.

The tenant agrees that when they give notice to vacate the property, the tenant will contact the agent within 48 hours to confirm the notice has been received.

16.

All keys for the property must be returned to our office on the date of termination, otherwise, rent will continue to be payable as retaining the keys constitutes occupation of the property.

17.

The tenant agrees and acknowledges should they fall 14 days or more behind in the rent a termination notice will be served due to a breach of the tenancy agreement.

18.

The tenant agrees and consents to receive termination, rent increase and any other notices via the authorised and registered email address provided by the lease holders.

19.

The tenant will ensure any mail addressed to the landlord will be delivered to the agent to allow the agency to re-direct the mail accordingly. Should the tenant not forward mail to the agent, the tenant will be held responsible for any consequences - should it apply.

20.

The tenant is aware and agrees that the landlord's agent will be taking images of the property as part of the routine inspection conducted in the property with prior written notice. The images are taken for documentation purposes only and will be provided to the landlord along with a routine inspection report.

21.

The tenant agrees and acknowledges that appropriate measures will be taken to protect and care for the timber/wooden floors. This includes but is not limited to:

- Furniture protectors/pads
- Wearing of stiletto heels
- Abrasive cleaning products

The tenant acknowledges that damage caused to the timber/wooden floors, other than fair wear and tear, will be the tenants responsibility to rectify.

22.

The tenant agrees that the use of outdoor heating/barbeque equipment is not permitted inside the property and is restricted to outdoor use only (strata permitting).


23. The tenant must not iron on any flooring or surface within the property. It is the responsibility of the tenant to supply themselves with an appropriate ironing board. Any damage will be rectified at the tenant's cost including, but not limited to, replacing the flooring of the affected room.

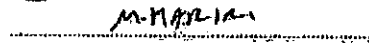
24. All tenants residing within a strata title property must ensure that the locks installed are not modified, tampered with or removed as existing locks have been installed do meet the latest legal compliance obligations.

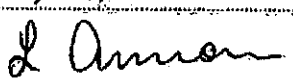
Addendum A (continued)

Any breach of this condition can result in an immediate termination of this lease agreement.

25. The tenant agrees not to offer the premises, (or any part of the premises), as a holiday letting by way of sub lease assignment or license.

 Landlord / Landlord's Agent

 Tenant

 L. Amman - 