



Accredited Property Law

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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	SOUTHLANDS REAL ESTATE Shop 9 /2 Birmingham Road, South Penrith NSW 2750 PH 4721 1111 Ref: Andre Esmaeilzadeh	
co-agent vendor		
vendor's solicitor	BATEMAN BATTERSBY, LAWYERS 19 Lawson Street PENRITH NSW 2750 DX 8040 PENRITH NSW	Phone: (02) 4731.5899 Fax: (02) 4721.4008 Ref: JGB:JH:48337
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	6 SHEBA CRES, SOUTH PENRITH LOT 120 DEPOSITED PLAN NO. 236826 FOLIO IDENTIFIER 120/236826	
improvements	☐ VACANT POSSESSION ☒ subject to existing tenancies ☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: 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	☒ blinds ☒ built-in wardrobes ☒ clothes line ☒ curtains	☒ dishwasher ☒ fixed floor coverings ☒ insect screens ☒ other: screen doors, air conditioning,	☒ light fittings ☒ range hood ☐ solar panels	☒ stove ☐ pool equipment ☒ TV antenna
exclusions				
purchaser	of			
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

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30): PEXA

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

Land tax is adjustable ☐ NO ☒ yes

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

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

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

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

Purchaser must make 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 number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☐ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☒ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☒ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☒ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group 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	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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</i> by a party;
<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 party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • 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 party, the party's solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<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 *serving* it –
 - 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 Normally, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor serves notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not serve notice waiving the claims *within* 14 days after that service; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor serves a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not serve a notice waiving the *requisition within* 14 days after that service.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by serving a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by serving a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the 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'</i> <i>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.

6 Sheba Cres SOUTH PENRITH NSW 2750

ADDITIONAL CLAUSES FORMING PART OF THE CONTRACT FOR SALE AND PURCHASE OF LAND

BETWEEN

AND

DATED THE _____ DAY OF _____, 20____

33 Amendments to Printed Form of Contract

- 33.1 If there is any inconsistency between these further clauses and the printed clauses 1 to 32 of this contract, these further clauses shall prevail.
- 33.2 The following changes are made to clauses 1 to 32 of this contract:
- 33.2.1 Clauses 2.9, 7.1.1, 14.4.2, 28 and 29 are deleted.
- 33.2.2 Clause 1
- 33.2.2.1 In the definition of "bank" delete the words "a building society or a credit union"
- 33.2.2.2 In the definition of "deposit bond" delete the word "each" and insert the words "and on terms and conditions all" after the word "amount"
- 33.2.2.3 In the definition of "depositholder", replace all words after "depositholder" with "vendor's solicitor"
- 33.2.3 Clause 7.2.2 – delete "invested in accordance with 2.9" and replace with "held by the depositholder".
- 33.2.4 Clause 8.1 – delete "on reasonable grounds".
- 33.2.5 Clause 8.1.2 – delete "and those grounds".
- 33.2.6 Clause 10.1.9 – delete the word "substance" and replace with the word "existence".
- 33.2.7 Clause 11.1 – amend to read "The Purchaser must comply with a work order whether made on or before or after the Contract date".
- 33.2.8 Clause 16.12 – delete the words "by reasonable notice" and "but the vendor must pay the purchaser's additional expenses including any agency or mortgagee fee".
- 33.2.9 Clause 18.7 – delete the words "none is payable" and insert in lieu the words "an amount per week equal to 0.1% of the Price is payable by the purchaser to the Vendor".
- 33.2.10 Clause 23.5.2 – delete the words "but is disclosed in this contract".
- 33.2.11 Clause 23.6.1 – by deleting "for it if it was determined on or before the contract date" and replace with "only for instalments payable before the contract date".

33.2.12 Clause 23.6.2 – add after the word “determined” the words “or payable”.

33.2.13 Clause 23.13 – delete the words “at least 7 days”.

33.2.14 Clause 23.14 – delete the first sentence.

34 State of Repair

34.1 The purchaser warrants, covenants, agrees and acknowledges that the purchaser has inspected the whole of the property and is satisfied as to;

34.1.1 its structural condition, state of repair and cleanliness and as to the existence of any infestation, contamination (including asbestos), damage, dilapidation and wear and tear of the property and;

34.1.2 the existence or non-existence and position of all water, drainage, sewerage, plumbing services and all pipes, vents and electrical and telephone cables to the property;

34.1.3 the rights and privileges relating to the property;

34.1.4 the fitness and suitability for any particular purpose or otherwise of the property or any part of it; and

34.1.5 any financial return or income to be derived from the property.

34.2 The purchaser is not entitled to:

34.2.1 make any requisition or claim about; or

34.2.2 rescind, terminate or delay completion of this contract because of,

any of the matters referred to in clauses 34.1 and 34.2 or require the vendor to remove any accumulated rubbish or other discarded items from the property.

35 Incapacity

35.1 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included in this contract, should either party (or any one of them if there be more than one) prior to completion:

35.1.1 die or become mentally ill, either party or the remaining of them as the case may be, may rescind this contract by notice in writing; or

35.1.2 being a company:

35.1.2.1 is subject to an order or an effective resolution to wind it up or if it enters into any scheme of arrangement with its creditors under Part 5 of the Corporations Act; or

35.1.2.2 if any liquidator, administrator, receiver or official manager is appointed in respect of it:

then, the other party may rescind this contract by notice in writing.

36 Introduction by Agent

- 36.1 The purchaser warrants that the purchaser was not introduced directly or indirectly either to the vendor or the property by any agent other than the vendor's agent named in this contract; and
- 36.2 The purchaser must indemnify and keep indemnified the vendor against any claim for commission or remuneration by any person other than the vendor's agent named in this contract arising from the sale of the property. The liability of the purchaser in this regard shall not merge on completion.

37 Inspection of Property by purchaser

- 37.1 The purchaser acknowledges that the purchaser entered into this contract relying on the purchaser's own inspections, knowledge and enquiries and that the purchaser does not rely on any representation made by or on behalf of the vendor and the parties agree that there have been no warranties and no agreements, conditions and undertakings made between the parties hereto other than those in writing contained in this contract.

38 Claims

- 38.1 Notwithstanding the provisions of clause 7 of this contract the parties expressly agree that any claim shall be deemed to be a requisition for the purposes of clause 8 of this contract.

39 Requisitions

- 38.1 The purchaser agrees that the only form of general requisitions on title the purchaser may make are those attached to this Contract.

40 Notice to Complete

- 40.1 If either party is unable or unwilling to complete by the date for completion, the other party may at any time after the date for completion serve a Notice to Complete
- 40.1.1 requiring completion of this contract within 14 days after the date of service of the Notice to Complete; and
- 40.1.2 making time of the essence.
- 40.2 For the purposes of clause 15 of this contract, the parties agree that a period of 14 days following the date of service of any such Notice to Complete is deemed to be a reasonable time for completion pursuant to any such Notice.
- 40.2.1 The party serving a Notice to Complete may at any time or times:
- 40.2.1.1 withdraw the Notice to Complete by a further notice to the other party; and
- 40.2.1.2 at its option, issue a further Notice to Complete.
- 40.2.2 The vendor may serve a Notice to Complete on the purchaser notwithstanding that, at the time such Notice is issued or at any subsequent time, there is a charge on the property for rates, taxes or outgoings.

40.2.3 If the vendor serves a Notice to Complete, the purchaser must on completion in addition to the balance of purchase price pay to the vendor \$220.00 in respect to the vendor's legal costs relating to the issue of the Notice to Complete as a genuine pre-estimate of those additional costs to the vendor.

40.2.4 If through no fault of the vendor, completion does not take place at a time appointed by the parties, the purchaser must on completion in addition to the balance of the purchase price, pay to the vendor \$154.00 in respect to the vendor's and the vendor's discharging mortgagee's settlement/agency expenses as a genuine pre-estimate of those additional costs to the vendor.

41 Particulars of Title

41.1 The purchaser acknowledges that the particulars of title disclosed in this contract are sufficient to enable the purchaser to prepare the transfer and the purchaser shall not request the vendor to provide particulars of title pursuant to Clause 4.

42 Interest

42.1 If the purchaser shall not complete this contract by the date for completion, without default by the vendor, the adjustment date shall be the date for completion and the purchaser shall pay to the vendor on completion, in addition to the balance of the price, an amount calculated as ten per cent (10%) per annum interest on the balance of the price, computed at a daily rate from the date immediately after the date for completion to the day on which this contract is completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

43 Release of Deposit

43.1 The purchaser agrees that on the making of this contract the deposit shall be released to the vendor or to whom the vendor's solicitors may direct and any monies so released are charged against the property herein in accordance with clause 2.8.

43.2 If Clause 43.1 does not apply and the vendor otherwise requires that the deposit be available on completion of this Contract, the vendor may give written notice to the depositholder requiring that the deposit be released to the vendor to be utilised at completion or that cheques be drawn from the deposit and that such cheques be delivered to the vendor's solicitors on the basis that any deposit so released will be retained in escrow and only be utilized on completion of this Contract. The purchaser hereby irrevocably and unconditionally authorises the depositholder to release of such deposit or cheques in accordance with this clause.

44 Existing Encumbrances

44.1 If at completion there is noted on any certificate of title for the property a mortgage or caveat (other than a caveat to which clause 44.2 applies) the purchaser must on completion accept a discharge of that mortgage or a withdrawal of that caveat in registrable form so far as it relates to the property.

44.2 If at completion there is noted on any certificate of title for the property a caveat lodged by or on behalf of:

- (i) the purchaser;

- (ii) any assignee of the purchaser's interest under this contract; or
- (iii) any person claiming through or under the purchaser

the purchaser must complete despite the notation of that caveat.

45 Alterations to Contract

- 45.1 Each party authorises his Solicitor, or any employee of such Solicitor, to make amendments and alterations to this Contract (including the addition of attachments and annexures) after it is signed by such party and any such amendments and alterations made to the Contract are binding on such party.

46 Sewer Service Diagram

- 46.1 The purchaser acknowledges the contents of Sydney Water letter dated 14 April 2021 attached to the Contract for Sale and acknowledge that no sewer service diagram has been annexed to this Contract.
- 46.2 The purchaser cannot make a requisition, or a claim, or rescind, terminate or delay completion of this contract as a consequence of this disclosure by the vendor or anything arising therefrom.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the *Environmental Planning and Assessment Act*) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
- 17.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affectations/Benefits**
- 20.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
21. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
22. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser

- to make any RW payment.
28. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
 29. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
 30. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
 31. The purchaser reserves the right to make further requisitions prior to completion.
 32. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 120/236826

SEARCH DATE

TIME

EDITION NO

DATE

14/4/2021

12:05 PM

4

24/7/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY MACQUARIE BANK LIMITED.

LAND

LOT 120 IN DEPOSITED PLAN 236826
AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF MULGOA COUNTY OF CUMBERLAND
TITLE DIAGRAM DP236826

FIRST SCHEDULE

WENDELL AUBREY KEUNEMAN

(TP AA81784)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 G833448 COVENANT AFFECTING PART
- 3 DP233983 RESTRICTION(S) ON THE USE OF LAND
- 4 DP236368 RESTRICTION(S) ON THE USE OF LAND
- 5 DP236368 EASEMENT FOR DRAINAGE APPURTENANT TO THE PART OF THE
LAND ABOVE DESCRIBED FORMERLY IN VOL 10807 FOL 117
- 6 DP236826 RESTRICTION(S) ON THE USE OF LAND
- 7 AN528341 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Keuneman OC10

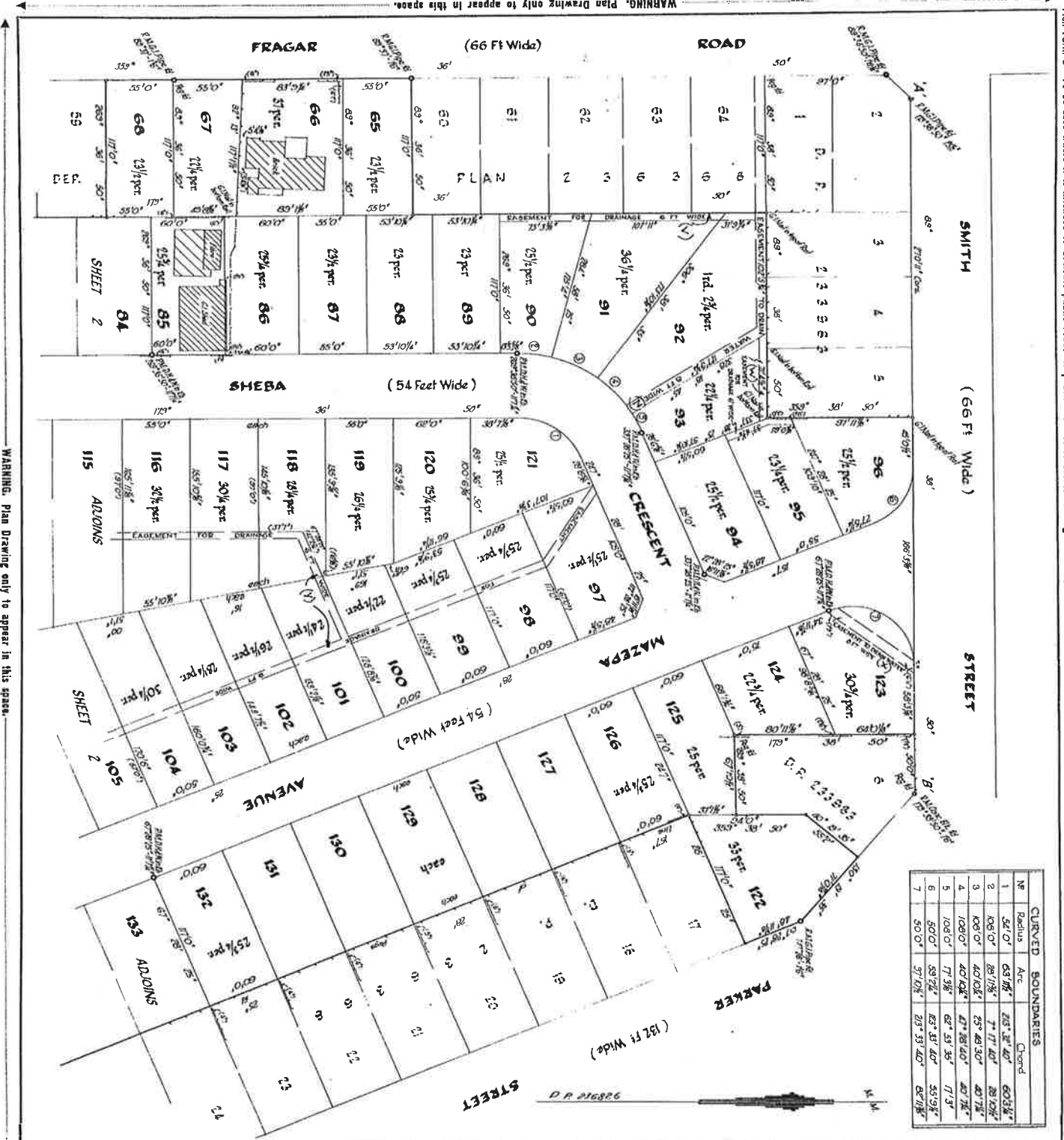
PRINTED ON 14/4/2021

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

Plan Form 3—To be used where it is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to use.

M.P.D.

WARNING. Plan Drawing only to appear in this space.



CURVED BOUNDARIES			
No	Radius	Arc	Chord
1	54.0'	63.78'	213.34' 40"
2	105.0'	28.17'	17.17' 40"
3	105.0'	40.08'	25.49' 30"
4	108.0'	40.08'	27.88' 40"
5	108.0'	77.38'	62.51' 35"
6	50.0'	59.72'	123.31' 40"
7	50.0'	37.05'	213.31' 40"

D.P. 236826

Registered: **25.10.1999**

C.A.: **2127(4) of 23.7.68.**

Title System: **Torrens.**

Purpose: **Subdivision.**

Ref. Map: **C.C.C. 341.**

Lat Plan **D.P. 233963**

Lat Plan **D.P. 236368**

PLAN OF SUBDIVISION OF LOT 9 D.P. 233963 AND OF LOTS 12, 14, 15 & 16 D.P. 236368.

Scale: 60 feet to an inch

Address: **PEACHTY**

Locality: **PEACHTY**

Parish: **MALCOLM**

County: **CUMBERLAND**

PETER FREEMAN

of **344 HIGH STREET, PENRITH, 2150**

a surveyor registered under the Surveyors Act 1975, in and to the effect that the plan is a true and correct copy of the original plan as deposited in the office of the Registrar-General, and that the plan is a true and correct copy of the original plan as deposited in the office of the Registrar-General, and that the plan is a true and correct copy of the original plan as deposited in the office of the Registrar-General.

1/18/1999

AG

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to use, (Signatures and Seals to appear in panel provided.)

It is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to use, (Signatures and Seals to appear in panel provided.)

Agreement to Section 81B of the Conveyancing Act 1919, 1961, if it is intended to create:—

(1) restriction as to driving,

(2) easements to drain water, 6 feet wide,

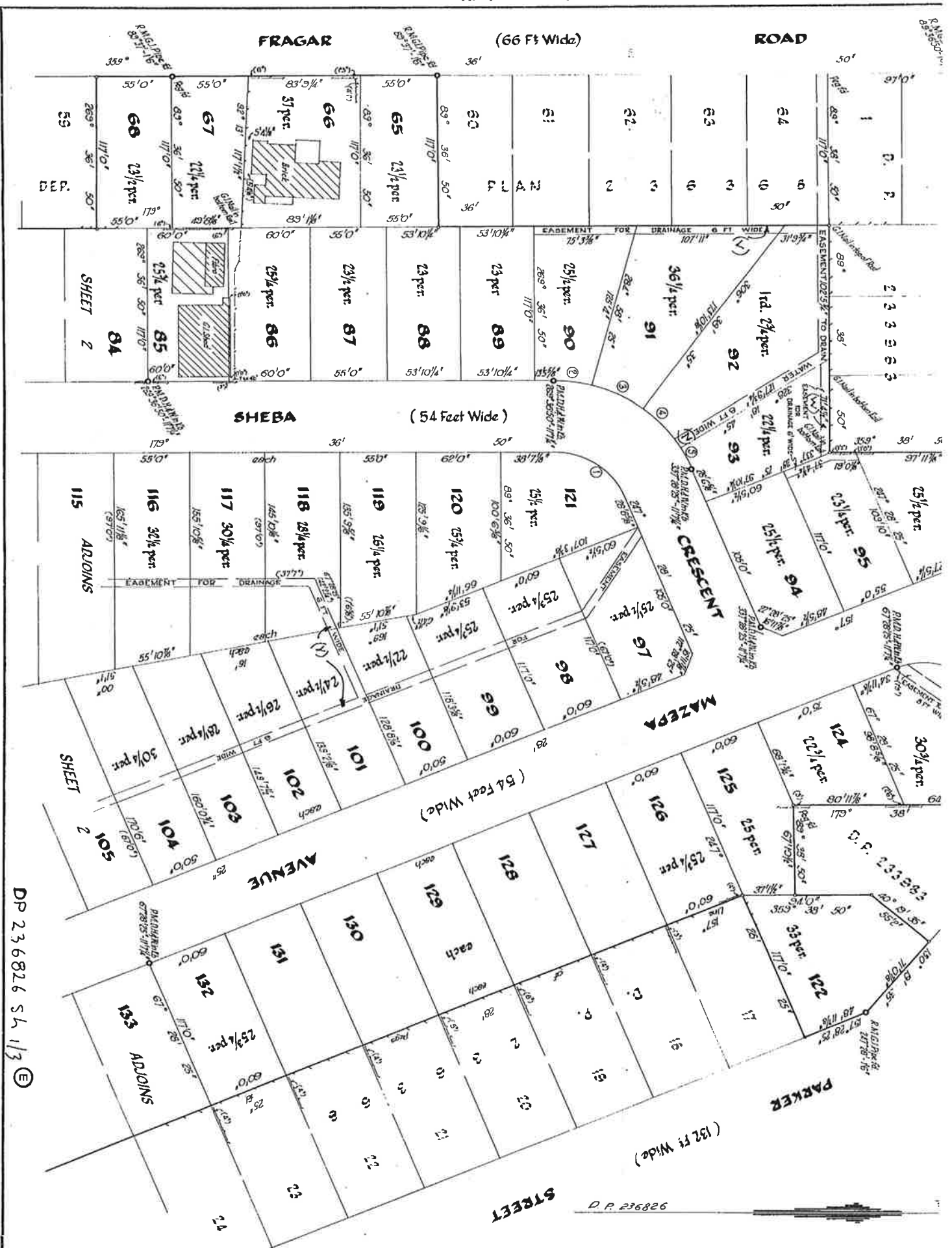
(3) easements for drainage 6 feet wide.

Instrument filed as **L270426**

STATIONARY REFERENCE **2546/3**

* Shells and other (1) or (2). † Insert date of survey.

WARNING. Plan Drawing only to appear in this space.

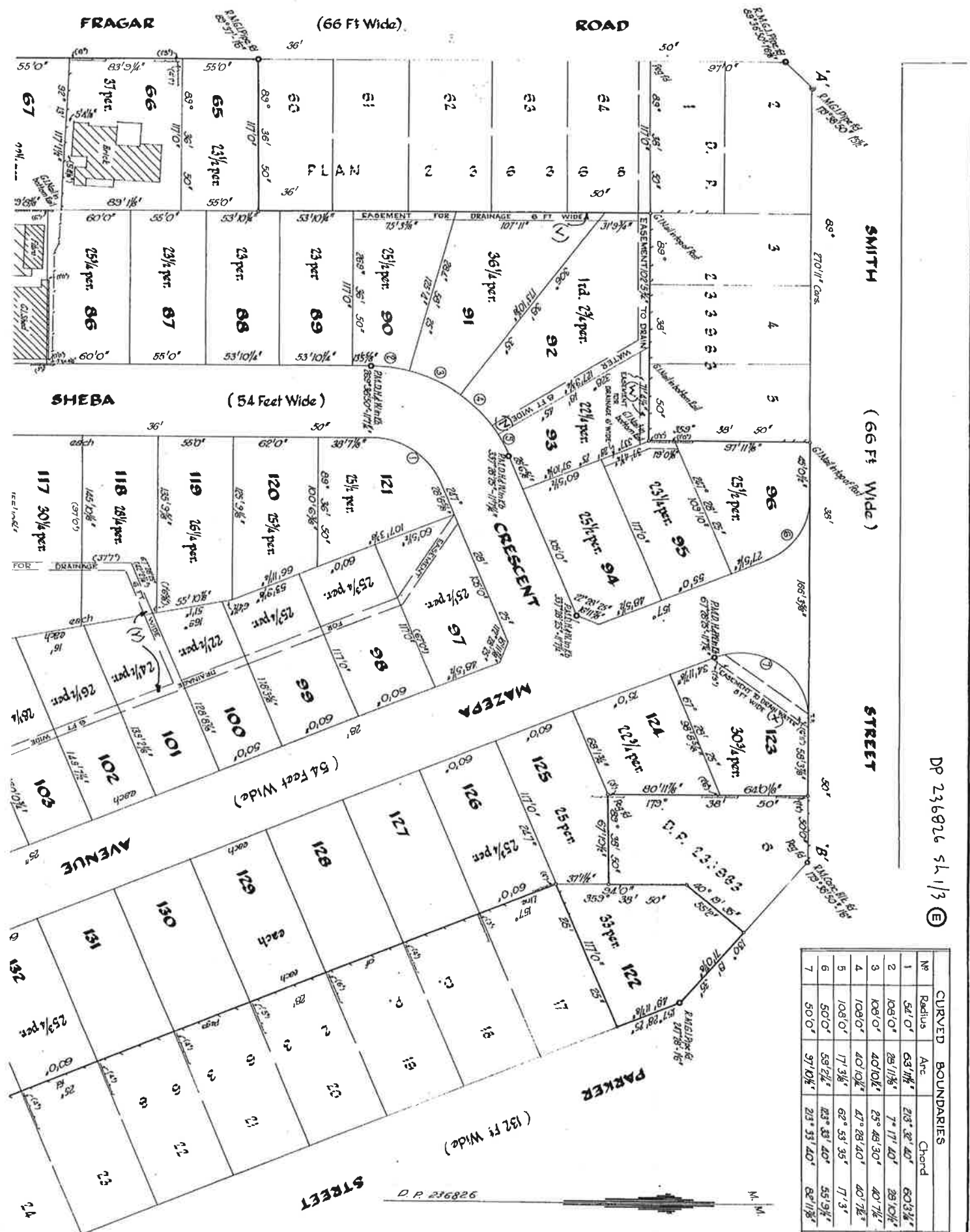


WARNING. Plan Drawing only to appear in this space.

DP 236826 Sh 1/3 (E)

P.L.	L	#	Lo	Pa	Go	I,	of.	a nu	dad	exc	is a	imm	Reg	Sig	Sun	Sia	or	(St)
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WARNING, Plan Drawing only to appear in this space.



DP 236826 SL 1/3 (E)

Form No. 4 - To be used in conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

CURVED BOUNDARIES			
No	Radius	Area	Chord
8	54' 0"	64' 08"	34' 36' 50"
9	108' 0"	2' 16"	36' 0' 51"
10	44' 7 1/2"	102' 7' 55"	43' 08"
11	32' 5 1/4"	87' 48' 0"	34' 28"
12	36' 7 1/4"	141' 0' 35"	36' 52"
13	37' 9 1/4"	160' 5' 30"	37' 05"
14	46' 2 3/4"	173' 4' 35"	46' 5 1/4"



D.P. 236826 (E)

Registered: *14/05/1999*

This is Sheet *2* of my plan in *3*

Sheet dated: *14th July 1999*

John Fitch
 Surveyor registered under Surveyors Act, 1979, as amended.

This is Sheet *2* of the plan of *3*

Sheets covered by my Certificate No. *62/68* of *23.7.68*

Paul Hume
 Council Clerk

Survey *3074*

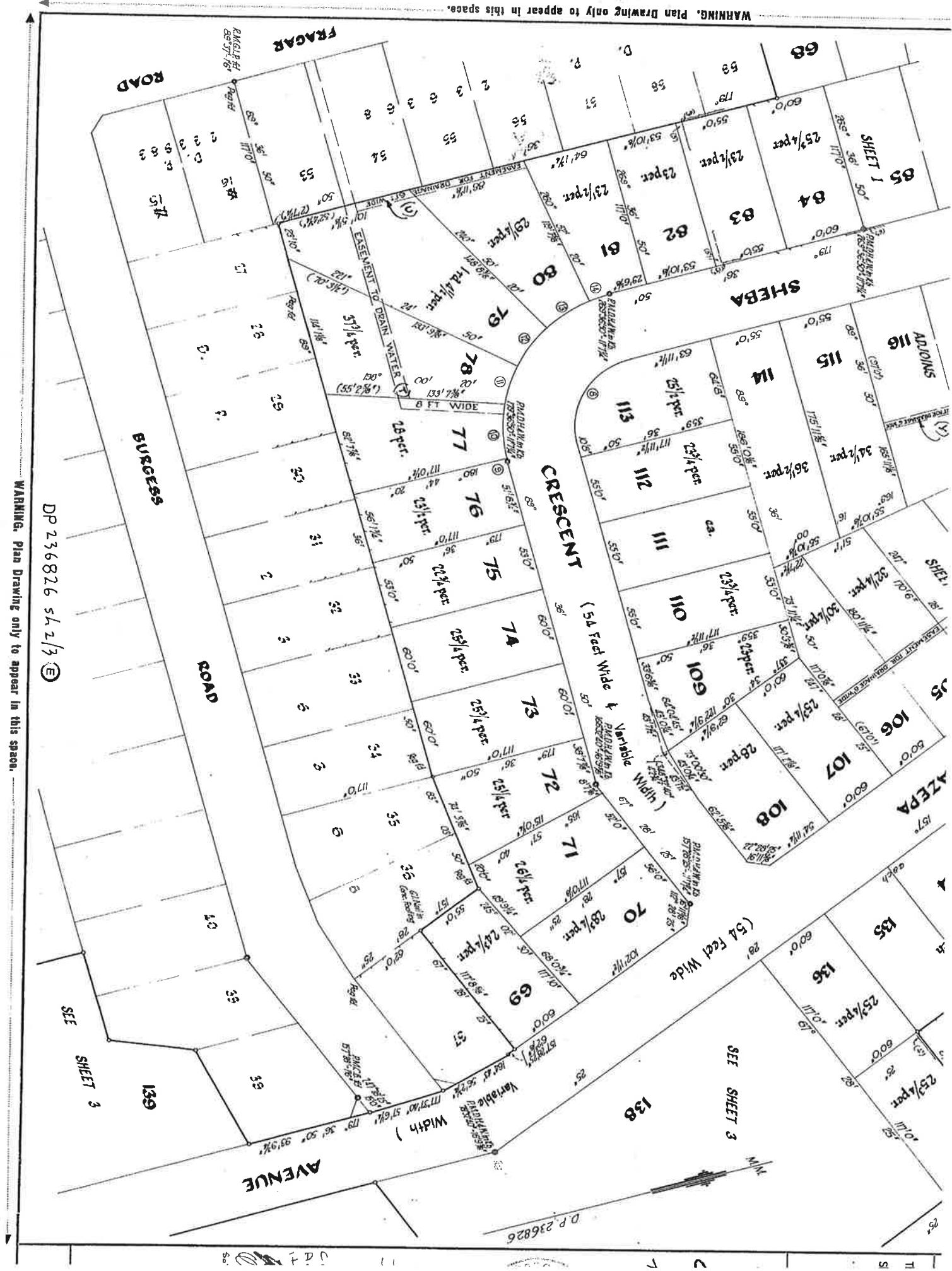
James F1

J. Bone
K. Kelly

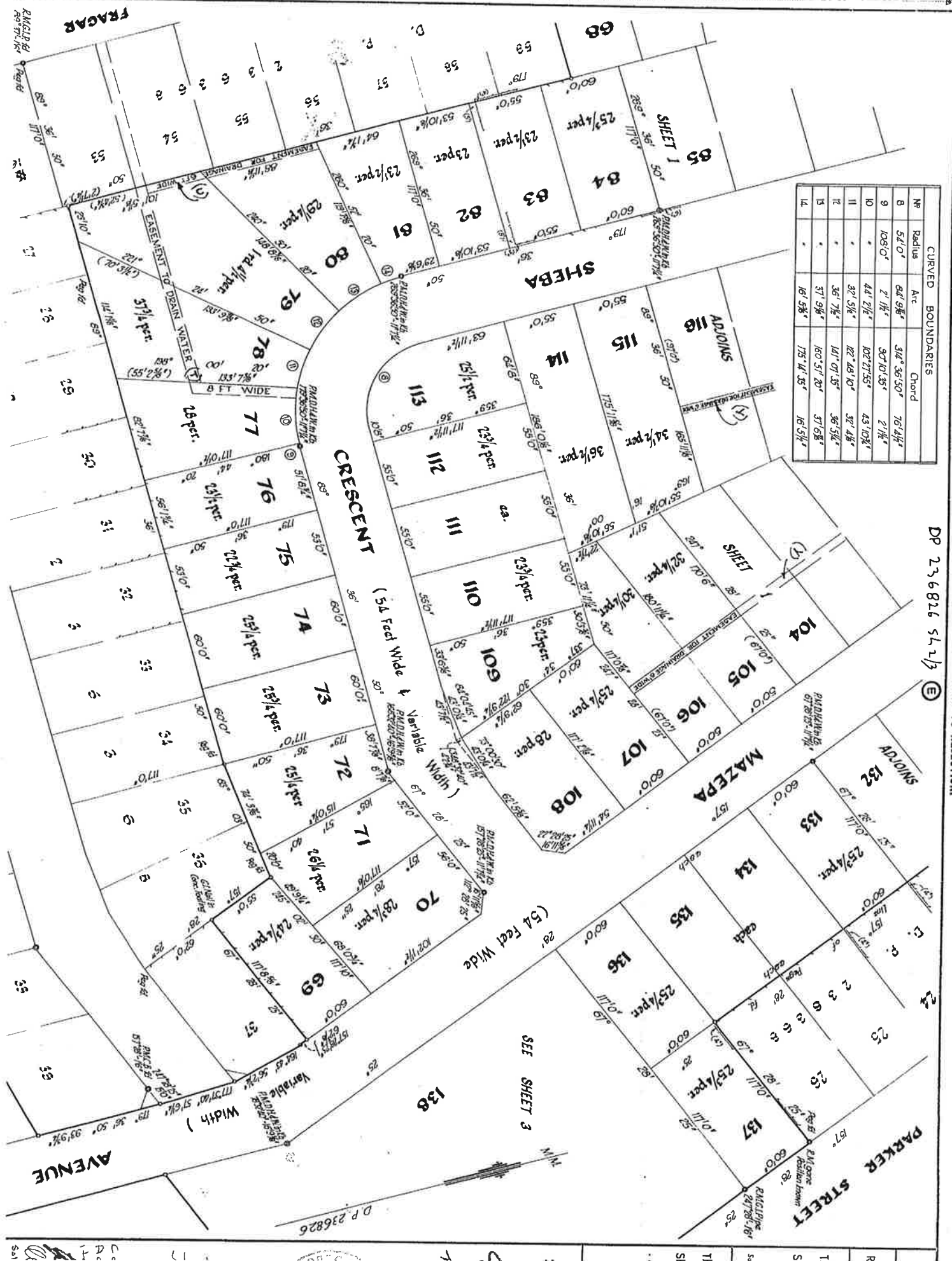
Scale: *60 feet* to an inch

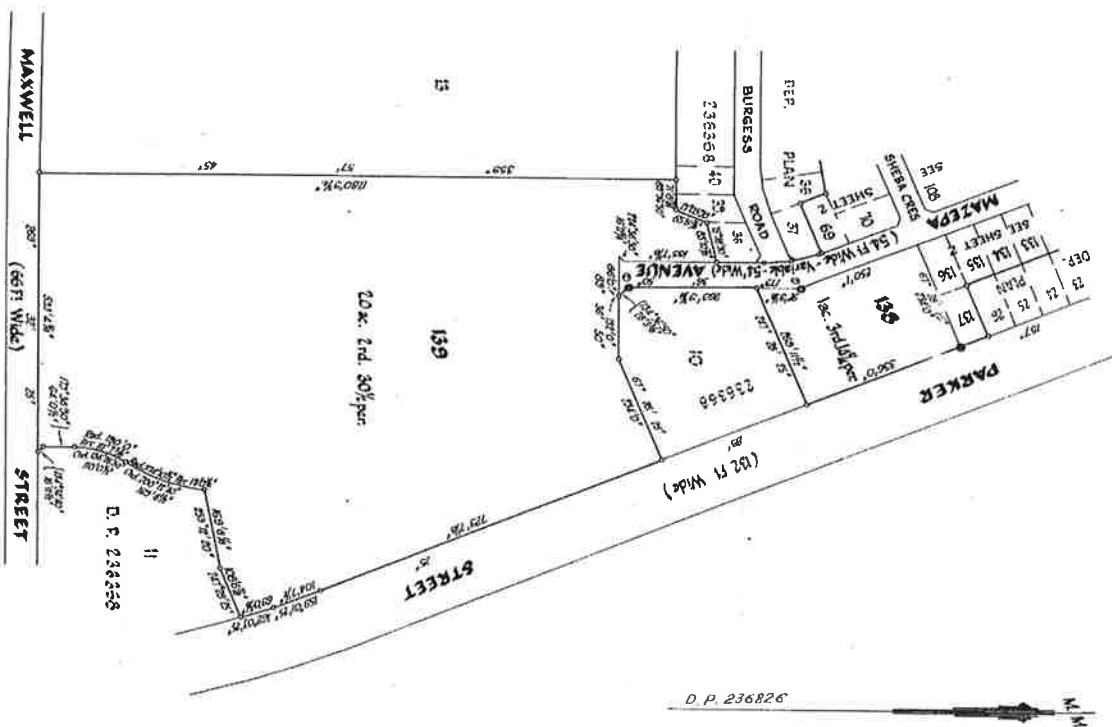
SURVEY REFERENCE: *236826*

WARNING. Plan Drawing only to appear in this space.



CURVED BOUNDARIES			
No	Radius	Arc	Chord
8	54.0"	64.98"	34° 56.50'
9	108.0"	2' 14"	90° 10' 35"
10	"	44.24"	102° 27.55'
11	"	32.54"	122° 46.10'
12	"	36.74"	141.07' 35"
13	"	37.94"	160° 51' 20"
14	"	161.53"	175° 14' 35"





PERMANENT MARKS		
Con	Reference	Type
①	20.37.01	6.984' D.I.H.M.D.
②	69° 56' 58"	11.716' D.I.H.M.D.

D. P. 236826

Registered: 25.10.1999

This is Sheet 3 of my plan in 3

Sheets dated 2nd July 1988

1/88 Treloar

Surveyor registered under Surveyors Act, 1978, as amended.

This is Sheet 3 of the plan of 3

Sheets covered by my Certificate No.

62/68 of 23.7.68

Handwritten signature

Council Clerk

Just 30M

Handwritten signature

BOHEC HOMES B.P. E. 1982
 J. Bone

Handwritten signature
 J. Bone

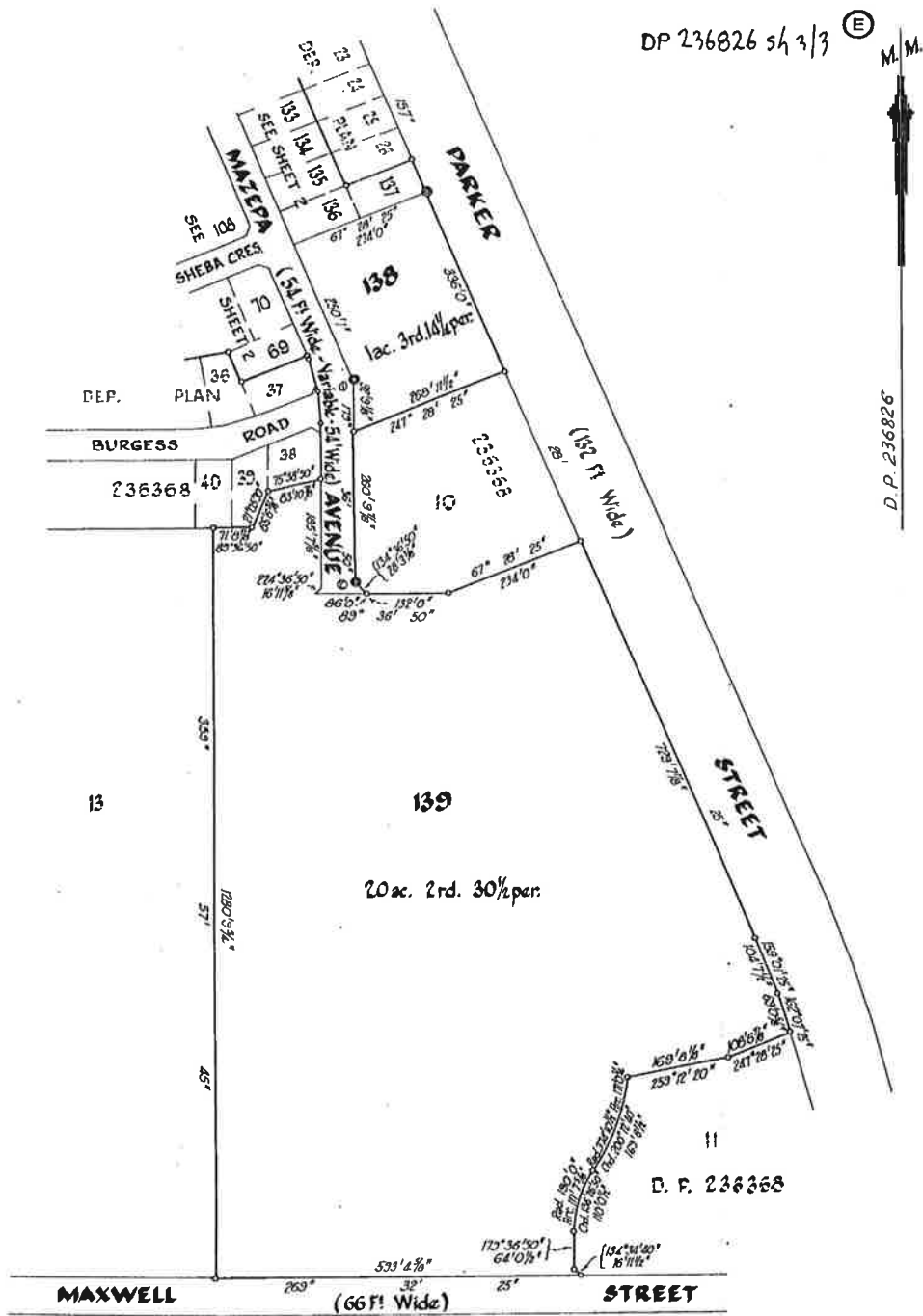
Handwritten signature
 J.P.

Scale: 200 feet to an inch

SURVEYOR'S REFERENCE 254613

conjunction with Forms 2 or 3.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.



PERMANENT MARKS			
Cor.	Reference	Type	
①	78° 32' 40"	16' 9 3/4"	D.H. & R. in Kb.
②	89° 36' 50"	11' 7 1/4"	D.H. & R. in Kb.

WARNING. Plan Drawing only to appear in this space.

* Strike and either (1) or (2). * Insert date of survey.

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

SIGNATURES AND SEALS ONLY.

62/68

1. *[Signature]*

2. *[Signature]*

3. *[Signature]*

4. *[Signature]*

5. *[Signature]*

6. *[Signature]*

7. *[Signature]*

8. *[Signature]*

9. *[Signature]*

10. *[Signature]*

11. *[Signature]*

12. *[Signature]*

13. *[Signature]*

14. *[Signature]*

15. *[Signature]*

16. *[Signature]*

17. *[Signature]*

18. *[Signature]*

19. *[Signature]*

20. *[Signature]*

21. *[Signature]*

22. *[Signature]*

23. *[Signature]*

24. *[Signature]*

25. *[Signature]*

26. *[Signature]*

27. *[Signature]*

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29. *[Signature]*

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31. *[Signature]*

32. *[Signature]*

33. *[Signature]*

34. *[Signature]*

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36. *[Signature]*

37. *[Signature]*

38. *[Signature]*

39. *[Signature]*

40. *[Signature]*

41. *[Signature]*

42. *[Signature]*

43. *[Signature]*

44. *[Signature]*

45. *[Signature]*

46. *[Signature]*

47. *[Signature]*

48. *[Signature]*

49. *[Signature]*

50. *[Signature]*

51. *[Signature]*

52. *[Signature]*

53. *[Signature]*

54. *[Signature]*

55. *[Signature]*

56. *[Signature]*

57. *[Signature]*

58. *[Signature]*

59. *[Signature]*

60. *[Signature]*

61. *[Signature]*

62. *[Signature]*

63. *[Signature]*

64. *[Signature]*

65. *[Signature]*

66. *[Signature]*

67. *[Signature]*

68. *[Signature]*

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 236826 SH 1/3	FEET INCHES	METRES
2	0.051	0.051
3	0.076	0.076
4	0.102	0.102
5	0.127	0.127
6	0.152	0.152
7	0.178	0.178
8	0.203	0.203
9	0.228	0.228
10	0.254	0.254
11	0.279	0.279
12	0.305	0.305
13	0.330	0.330
14	0.356	0.356
15	0.381	0.381
16	0.407	0.407
17	0.432	0.432
18	0.458	0.458
19	0.483	0.483
20	0.508	0.508
21	0.534	0.534
22	0.559	0.559
23	0.584	0.584
24	0.610	0.610
25	0.635	0.635
26	0.660	0.660
27	0.686	0.686
28	0.711	0.711
29	0.737	0.737
30	0.762	0.762
31	0.787	0.787
32	0.812	0.812
33	0.838	0.838
34	0.863	0.863
35	0.888	0.888
36	0.914	0.914
37	0.939	0.939
38	0.964	0.964
39	0.989	0.989
40	1.014	1.014
41	1.040	1.040
42	1.065	1.065
43	1.090	1.090
44	1.115	1.115
45	1.141	1.141
46	1.166	1.166
47	1.191	1.191
48	1.216	1.216
49	1.241	1.241
50	1.267	1.267
51	1.292	1.292
52	1.317	1.317
53	1.342	1.342
54	1.368	1.368
55	1.393	1.393
56	1.418	1.418
57	1.443	1.443
58	1.468	1.468
59	1.494	1.494
60	1.519	1.519
61	1.544	1.544
62	1.569	1.569
63	1.594	1.594
64	1.619	1.619
65	1.644	1.644
66	1.669	1.669
67	1.694	1.694
68	1.720	1.720

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 236826 SH 1/3 CONTD	FEET INCHES	METRES
69	1.745	1.745
70	1.770	1.770
71	1.795	1.795
72	1.820	1.820
73	1.846	1.846
74	1.871	1.871
75	1.896	1.896
76	1.921	1.921
77	1.946	1.946
78	1.971	1.971
79	1.996	1.996
80	2.021	2.021
81	2.046	2.046
82	2.071	2.071
83	2.096	2.096
84	2.121	2.121
85	2.146	2.146
86	2.171	2.171
87	2.196	2.196
88	2.221	2.221
89	2.246	2.246
90	2.271	2.271
91	2.296	2.296
92	2.321	2.321
93	2.346	2.346
94	2.371	2.371
95	2.396	2.396
96	2.421	2.421
97	2.446	2.446
98	2.471	2.471
99	2.496	2.496
100	2.521	2.521

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 236826 SH 2/3	FEET INCHES	METRES
101	2.546	2.546
102	2.571	2.571
103	2.596	2.596
104	2.621	2.621
105	2.646	2.646
106	2.671	2.671
107	2.696	2.696
108	2.721	2.721
109	2.746	2.746
110	2.771	2.771
111	2.796	2.796
112	2.821	2.821
113	2.846	2.846
114	2.871	2.871
115	2.896	2.896
116	2.921	2.921
117	2.946	2.946
118	2.971	2.971
119	2.996	2.996
120	3.021	3.021
121	3.046	3.046
122	3.071	3.071
123	3.096	3.096
124	3.121	3.121
125	3.146	3.146
126	3.171	3.171
127	3.196	3.196
128	3.221	3.221
129	3.246	3.246
130	3.271	3.271
131	3.296	3.296
132	3.321	3.321
133	3.346	3.346
134	3.371	3.371
135	3.396	3.396
136	3.421	3.421
137	3.446	3.446
138	3.471	3.471
139	3.496	3.496
140	3.521	3.521
141	3.546	3.546
142	3.571	3.571
143	3.596	3.596
144	3.621	3.621
145	3.646	3.646
146	3.671	3.671
147	3.696	3.696
148	3.721	3.721
149	3.746	3.746
150	3.771	3.771

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 236826 SH 2/3 CONTD	FEET INCHES	METRES
151	3.796	3.796
152	3.821	3.821
153	3.846	3.846
154	3.871	3.871
155	3.896	3.896
156	3.921	3.921
157	3.946	3.946
158	3.971	3.971
159	3.996	3.996
160	4.021	4.021
161	4.046	4.046
162	4.071	4.071
163	4.096	4.096
164	4.121	4.121
165	4.146	4.146
166	4.171	4.171
167	4.196	4.196
168	4.221	4.221
169	4.246	4.246
170	4.271	4.271
171	4.296	4.296
172	4.321	4.321
173	4.346	4.346
174	4.371	4.371
175	4.396	4.396
176	4.421	4.421
177	4.446	4.446
178	4.471	4.471
179	4.496	4.496
180	4.521	4.521
181	4.546	4.546
182	4.571	4.571
183	4.596	4.596
184	4.621	4.621
185	4.646	4.646
186	4.671	4.671
187	4.696	4.696
188	4.721	4.721
189	4.746	4.746
190	4.771	4.771

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT		
DP 236826 SH 3/3	FEET INCHES	METRES
191	4.796	4.796
192	4.821	4.821
193	4.846	4.846
194	4.871	4.871
195	4.896	4.896
196	4.921	4.921
197	4.946	4.946
198	4.971	4.971
199	4.996	4.996
200	5.021	5.021
201	5.046	5.046
202	5.071	5.071
203	5.096	5.096
204	5.121	5.121
205	5.146	5.146
206	5.171	5.171
207	5.196	5.196
208	5.221	5.221
209	5.246	5.246
210	5.271	5.271
211	5.296	5.296
212	5.321	5.321
213	5.346	5.346
214	5.371	5.371
215	5.396	5.396
216	5.421	5.421
217	5.446	5.446
218	5.471	5.471
219	5.496	5.496
220	5.521	5.521
221	5.546	5.546
222	5.571	5.571
223	5.596	5.596
224	5.621	5.621
225	5.646	5.646
226	5.671	5.671
227	5.696	5.696
228	5.721	5.721
229	5.746	5.746
230	5.771	5.771

28/10/01
(1)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919.

(Sheet 1 of 3 sheets)

DP 236826 PART 1

Plan D.P. 236826



Subdivision covered by Council Clerk's
Certificate No. 62 of 1968
2/27(d)

Full name and address of
proprietor of the land:

Borec Homes Pty.Limited
Fragar Street Penrith
George Borec and Tanya Borec
Fragar Street Penrith
Luba Luckyj
Smith Street Penrith

1. Identity of easement
or restriction firstly
referred to in above-
mentioned plan:

Restriction as to fencing.

Schedule of Lots affected.

Lots burdened
Each Lot

Lots, name of road or authority benefited
Every other lot

2. Identity of easement
or restriction secondly
referred to in above-
mentioned plan:

Easement to drain water 8 feet wide.

Schedule of Lots affected.

Lots burdened
77, 78, 79, 92
123

Lots, name of road or authority benefited
Sheba Crescent
Smith Street

3. Identity of easement
or restriction thirdly
referred to in above-
mentioned plan:

Easement for drainage 6 feet wide.

Schedule of Lots affected.

Lots burdened

Lots, name of road or authority benefited

79
80
90
91
92

80, 81
81
89
89, 90
89, 90, 91

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919.

(Sheet 2 of 3 sheets)

PLAN D.P.236826

Subdivision covered by Council Clerk's
Certificate No. ~~62 of 1968~~
2127(d)

3. Identity of easement or
restriction thirdly referred
to in abovementioned plan:

Easement for drainage 6 feet wide

Schedule of Lots affected.

Lots burdened	Lots, name of road or authority benefited
93	94, 95, 96
95	94, 96
97	98 to 107 inclusive and 115-118 inclusive
98	99-107 inclusive and 115-118 inclusive
99	100-107 inclusive and 115-118 inclusive
100	101-107 inclusive and 115-118 inclusive
101	102-107 inclusive and 115-118 inclusive
102	103-107 inclusive
103	104-107 inclusive
104	105-107 inclusive
105	106, 107
106	107
116	115
117	115, 116
118	115, 116, 117

PART 2.

1. Terms of restriction as to user firstly referred
to in abovementioned plan:

X No paling fence shall be erected along the
street alignments.

L220466

Instrument pursuant to Regulation 52D Conveyancing
Act Regulations, 1961, setting out the terms of
easements or restrictions as to user created by
registration of the within-mentioned Deposited Plan.



17.10.1968

L220100

0236826 (1 of 3)
(5/2/78)

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

(Sheet 3 of 3 sheets)

PLAN D.P. 236826

Subdivision covered by Council Clerk's
Certificate No. ~~62 of 1968~~
2127 (d)

Name of person empowered to release vary or modify
restriction firstly referred to in abovementioned plan:

Borec Homes Pty.Limited. George and Tanya Borec Luba Luckyj

2. Terms of easement for drainage six feet wide thirdly
referred to in the abovementioned plan

Easement to drain water as set out in Part III of
Schedule VIII to the Conveyancing Act, 1919 (as amended).

THE COMMON SEAL of BOREC HOMES
PTY.LIMITED was hereunto affixed
by authority of the Board of
Directors in the presence of:



Director

Secretary

Approved by Council

23/7/68

COMMERCIAL & GENERAL ACCEPTANCE LIMITED by
its Attorneys

[Signature]
WITNESS

[Signature]

SIGNED at Sydney the ~~30th~~ ^{2ND} day of ~~July~~ ^{OCTOBER} 1968 For Commonwealth Trading Bank of Australia by its duly appointed Attorney under Powers of Attorney No.62162 (Miscellaneous Register) and 18770 (Land Titles Office) who declares that he has not received any notice of revocation of the power

[Signature]
Acting Assistant Inspector

Witness:

SIGNED in my presence by GEORGE BOREC and TANIA BOREC who are personally known to me:

[Signature]
[Signature]

SIGNED in my presence by LUBA LUCKYJ who is personally known to me:

[Signature]
[Signature]



R.P. 73 FEB 1958 No.

New South Wales

(REAL PROPERTY ACT, 1900.)

Fees:—	£	s.	d.
Lodgment	:	:	
Endorsement	:	:	
Certificate	1	:	
	:	:	
	:	:	
	:	:	

WE **I**, ALFRED WILLIAM BURGESS of Penrith *Newman*
and ETHEL LINDA BURGESS his Wife

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

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 and forty pounds

(\$ 10.40) (the receipt whereof is hereby acknowledged) paid to us by JULIAN BASHKIN of Western Highway St. Mary's Timber Merchant and

TANIA BOCHKIWSKY his wife (herein called transferee s)

do hereby transfer to the said transferee's as joint tenants
ALL such ~~our~~ Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title (d)			Description of Land (if part only).	(e)
		Whole or Part.	Vol.	Fol.		
CUMBERLAND	MULGOA	PART WHOLE	7166 1034	234 128	- being lot "A" on plan annexed hereto	

And the transferee covenants with the transferors their executors administrators and assigns for the benefit of any adjoining land owned by the transferors but only during the ownership thereof by the transferors their executors administrators and assigns other than transferees on sale that no fence shall be erected on the property hereby sold to divide it from such adjoining land without the consent of the transferors their executors administrators or assigns but such consent shall not be withheld if such fence is erected without expense to the transferors their executors administrators or assigns and in favour of any person dealing with the transferees their assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected and this restriction may be released varied or modified by the owner or owners for the time being of such adjoining land.

ENCUMBRANCES, &c., REFERRED TO.

Signed at London the 10th day of November 1951.

*Signed in my presence by the transferors
WHO ARE PERSONALLY KNOWN TO ME

Ethel Burge
Transferor *

Signed

Signed in my presence by the transferee
WHO ^{are} PERSONALLY KNOWN TO ME

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

~~Transferred to the~~

* 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 name and address of the attorney must be noted on back of form signed by the witness.

4. N.B.—Section 112 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person liable or negligently certifying false to a penalty of £200 who damages irrecoverably by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party failing 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.

LODGED BY

No.

CONSENT OF MORTGAGEE!
(N.B.—Before execution read marginal note.)

I,

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

day of

I

Mortgages.

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.^h

the

day of

19

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

Appared 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.

1 To be signed by
Kings, National
Definity, King
General, a N. Y.
Public, J. P. Com
sister for Am. M. O.
other function
before when the
attesting witness
a. p. 1.
Not required if the
instrument itself be
signed or acknowledged
before one of these
offices.

INDEXED
MEMORANDUM OF TRANSFER

Covenant

Checked by

Passed (in S.D.B.) by

Signed by

Particulars entered in Register Book,

Volume 7166 Folio 234

the 18th day of December 1954

59 minutes past 4 o'clock in the after noon.

1.
4.

2.
5.

3.
6.

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident:—

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

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

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

The fees are:— Upon lodgment (a) £2-0-0, if accompanied by the relevant title or evidence of production thereof, (b) £2-0-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:— (a) 5/- for each additional Certificate included in the Transfer, (b) £2-10-0 for each new Certificate of Title issued, (c) 10/- where the Transfer contains a covenant purporting to affect the user of any land, (d) 20/- where the Transfer is expressed to be made together with an easement or express to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be taken out

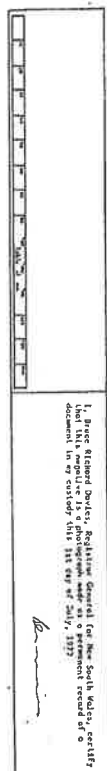
PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written ...		31/12/54
Draft examined		2/1
Diagram prepared		
Diagram examined		16/12/54
Draft forwarded		1/1
Supt. of Engrossers		
Cancellation Clerk		18/1

VOL. 7623
FOL. 90

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

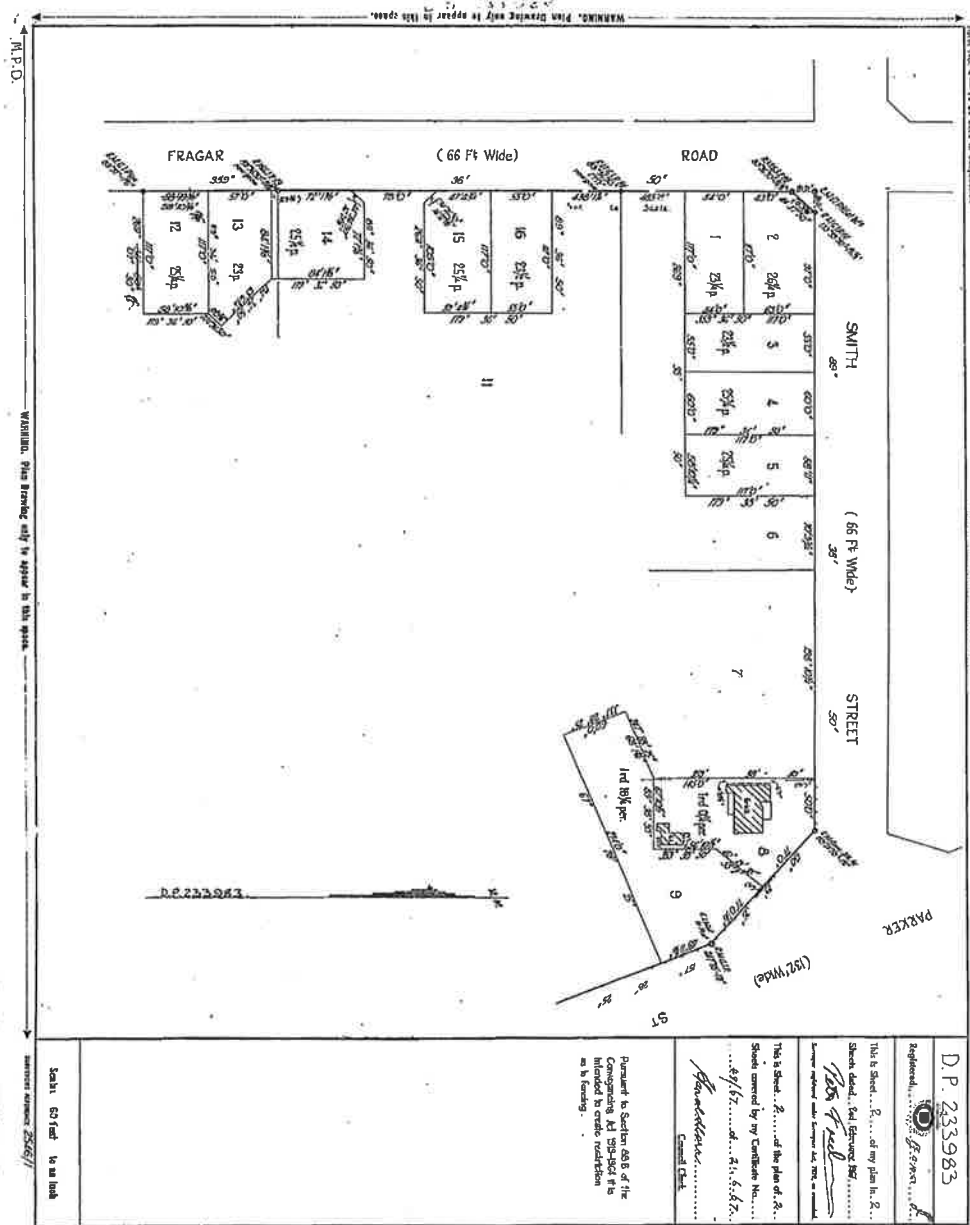
LEAVE THESE SPACES FOR DEPARTMENTAL USE.



WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION

[illegible]

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-	5	8.127	
-	6	8.178	
-	7	8.176	
1	5.716	0.594	
4	6.457	0.457	
1	7.172	0.787	
1	4.472	0.251	
1	4.742	0.543	
1	5.172	0.874	
2	5.172	5.172	
2	5.172	6.785	
2	5.172	17.888	
2	5.172	18.288	
2	5.172	28.117	
2	5.172	28.771	
2	5.172	32.491	
2	5.172	32.844	
2	5.172	33.461	
2	5.172	34.242	
2	5.172	34.761	
2	5.172	35.281	
2	5.172	35.801	
2	5.172	36.321	
2	5.172	36.841	
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2	5.172	37.881	
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2	5.172	202.721	
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2	5.172	203.761	
2	5.172	204.281	
2	5.172	204.801	



CONVERSION TABLE ADDED IN
REGISTRIAL GENERAL'S DEPARTMENT

K 880468

K830468

16/10/67

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO LAND REFERRED TO BE CREATED PURSUANT TO SECTION 88B
OF THE CONVEYANCING ACT, 1919.

DP233983

K830468

Signed in my presence by
LUBA LUCKY who is
personally known to me:

R. Lucky

PAGE 1

DP233983

Subdivision of Lot A in plan with G83388:
2 P.P. 201071 (M.P.S.)
106801 Lot 1 D.P. 201071 (M.P.S.)
(U.P.) 94786; Lots 82 and 83 D.P. 2196 and
Lot 2 D.P. 207741 covered by Council
Clerk's Certificate No. 49 of 1967.

Full name and address
of proprietor of the
land.
George Borec and Paula Borec both of Pragar
Street Penrith and Borec Homes Pty. Limited
having its registered office at Pragar
Street Penrith, and Luba Lucky of Smith
Street, Penrith.

Identity of easement
of restriction firstly
referred to in above-
mentioned plan:

Restriction as to fencing.

Lots burdened.

Schedule of lots, etc. affected.
Lots, name of road, or authority, benefited.

Each lot.

Every other lot.

PAGE 2.

Terms of restriction as to fencing.

No paling fence is to be erected along any street frontage.

Signed in my presence by GEORGE
BOREC and PAULA BOREC who are
personally known to me.

George Borec
Paula Borec

The Common Seal of BOREC HOMES
PTY. LIMITED was hereunto
affixed by the authority of
the Board of Directors in the
presence of.

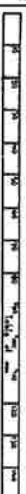


Signed for and on behalf of CONVEYANCING & GENERAL AGENTRY LIMITED.

Edward J. Keuneman
Edward J. Keuneman
Solicitor, Sydney

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE.

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day. 15th May, 1986





Plan Form 3—To be used where it is intended to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to eas.

WARNING. Plan Drawing only to appear in this space.

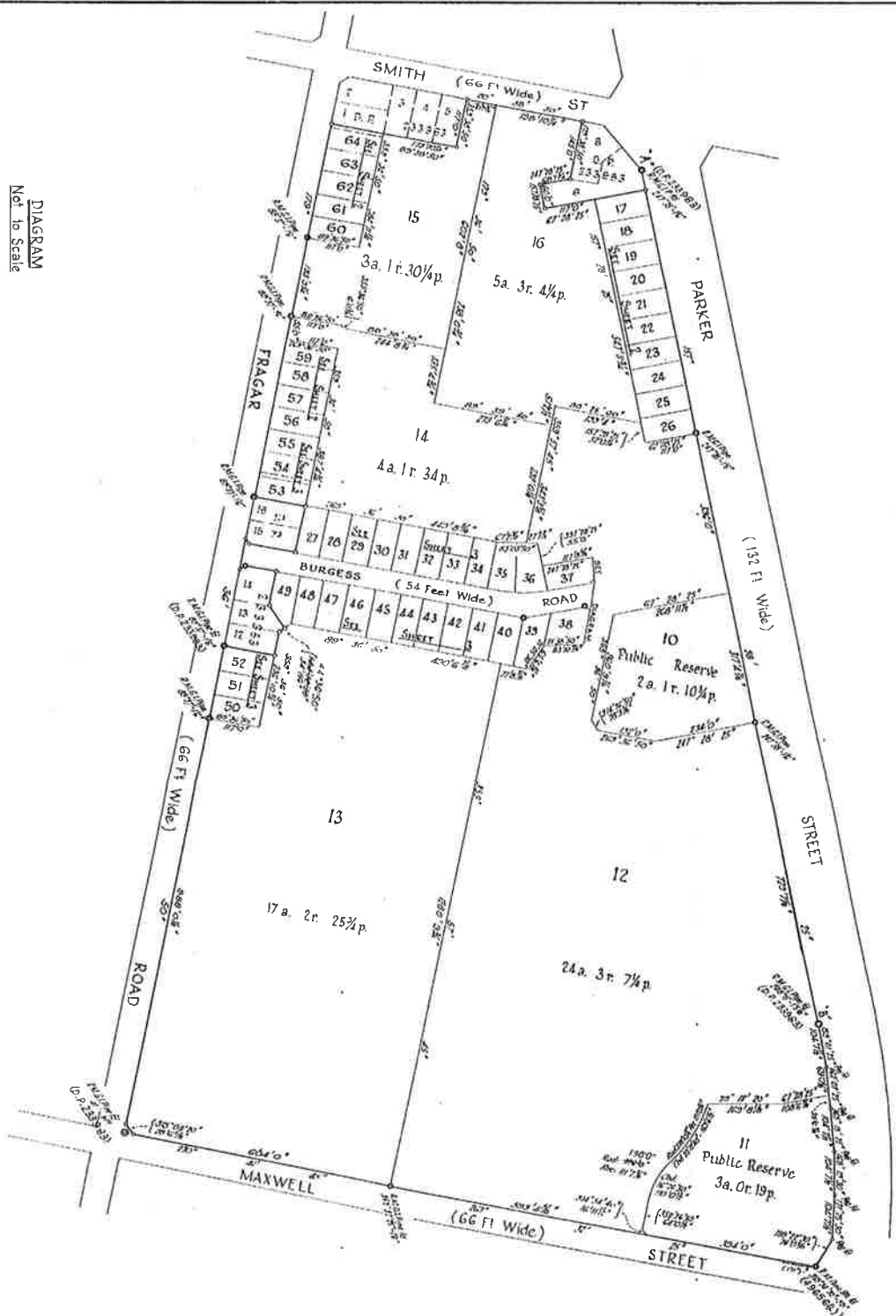


DIAGRAM
Not to Scale

WARNING. Plan Drawing only to appear in this space.

D.P.236368 (E)

Registered...
CA: 2127(b)(1) 4.2.1968
Title System: Torrens
Purpose: Subdivision
Ref. Map: C.C.C. 341
Last Plan D.P. 233983

PLAN OF SUBDIVISION OF
LOTS 6, 7, 10 & 11
D.P. 236368

Scale: 200 feet to an inch

Man./Shire...
City...
Locality...
Parish...
County...
County: Cumberland

L. Peter Freeman
of 344 High St. Penrith

Surveyor registered under Surveyors Act 1970, as amended.
Drawn from of Authority A-5

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user (Signatures and Seals to appear in panel provided)

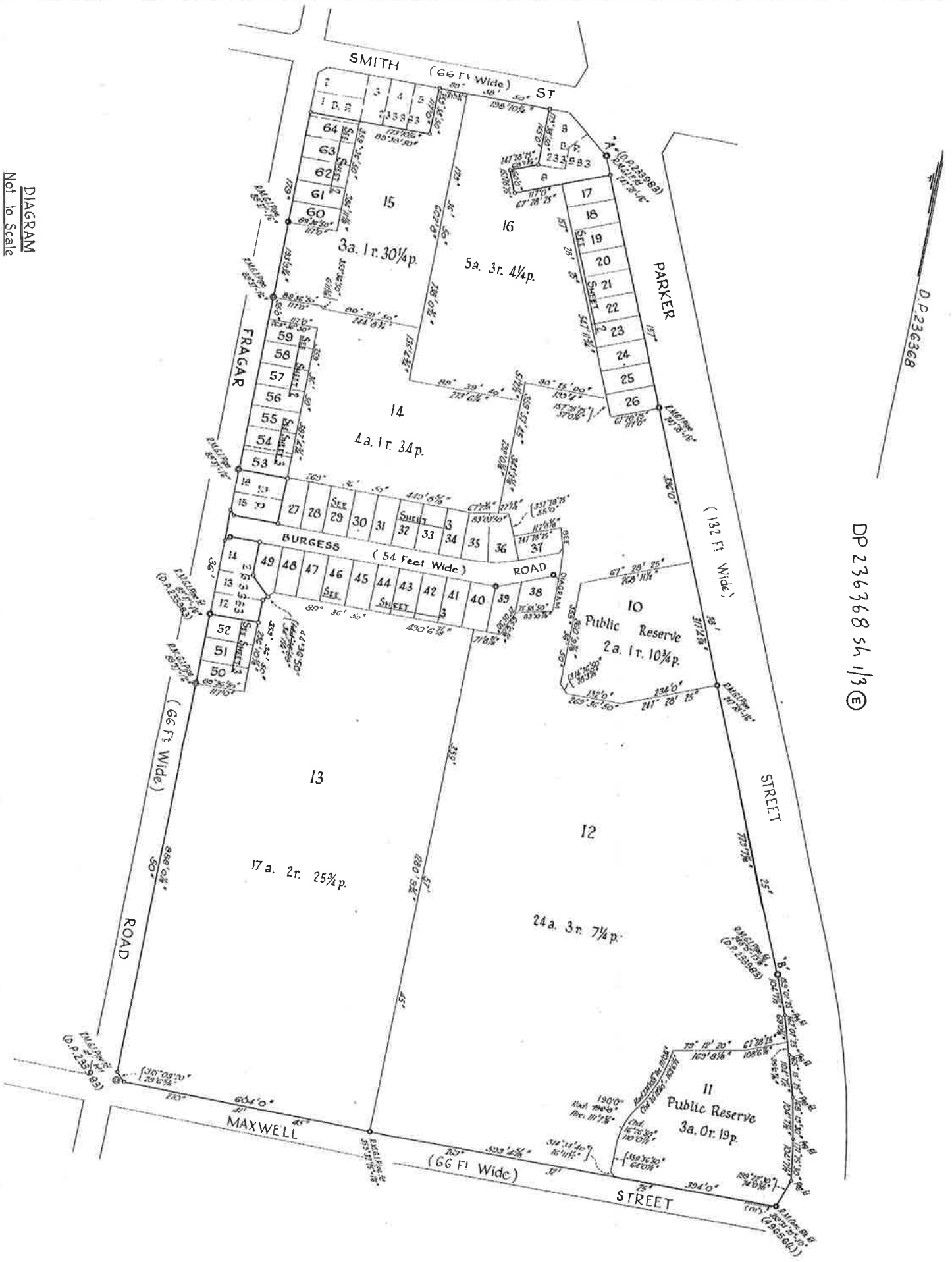
Pursuant to Section 88(8) of the Conveyancing Act 1919-1964 it is intended to create:-
(1) restrictions as to fencing
(2) Drainage easements 6 feet Wide
It is hereby intended to dedicate Burgess Road 54 Feet Wide, and the displayed corners thereof as Public Road, and
22 Lots 10 & 11 as Public Reserves.
* Instrument filed 25.1.0759

Amendments 78.9% 1390' 44.3550'E
4507350' made in Reg Gen Dept at request of
SURVEYOR
25/46/2

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

WARNING. Plan Drawing only to appear in this space.

DIAGRAM
 Not to Scale



DP 236368 sk 1/3 ③

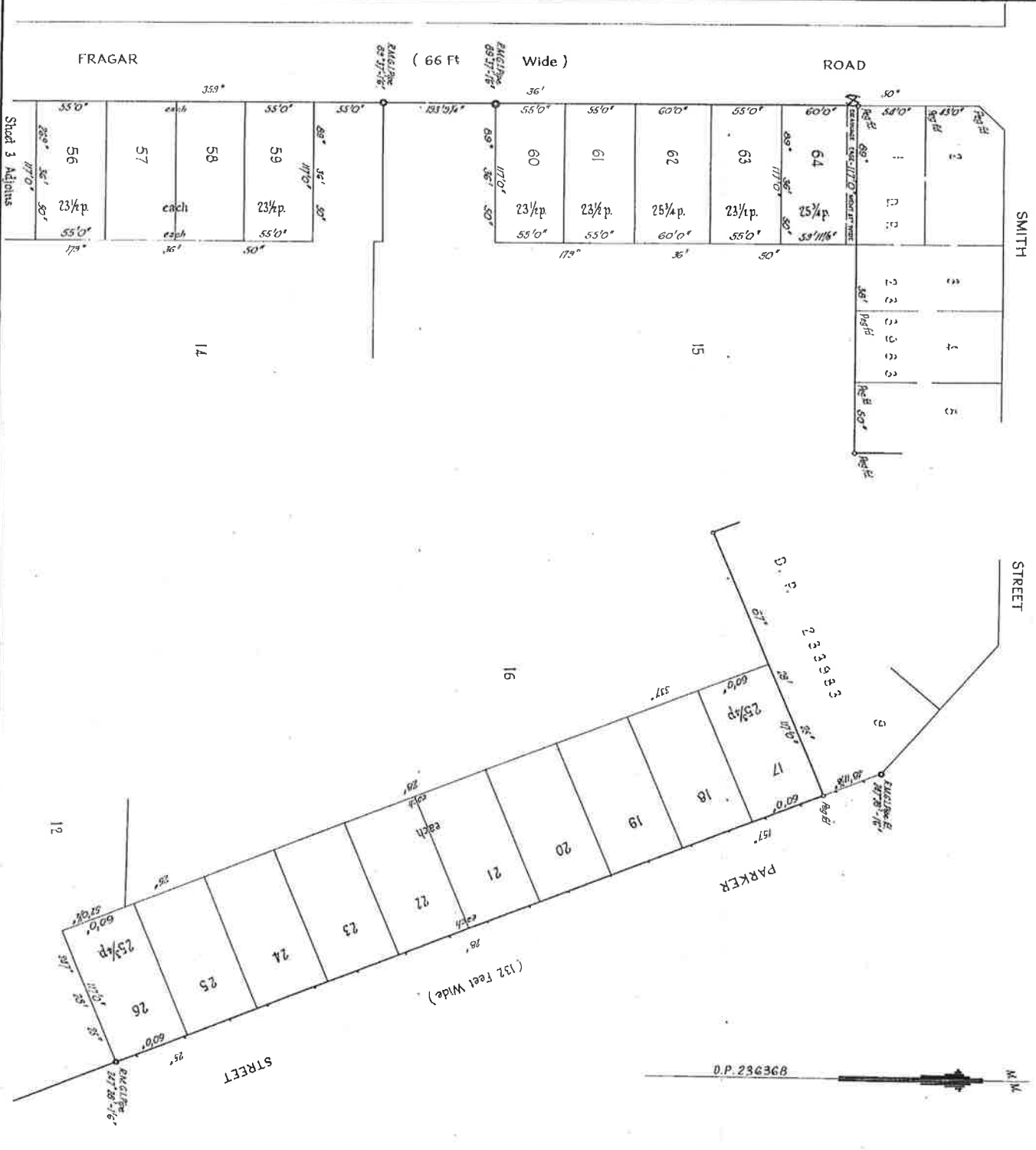
Form No. 4—To be used in conjunction with Forms 2 or 3.

WARNING: GREASING OR FOLDING WILL LEAD TO REJECTION.

M.P.D.

0236368.D

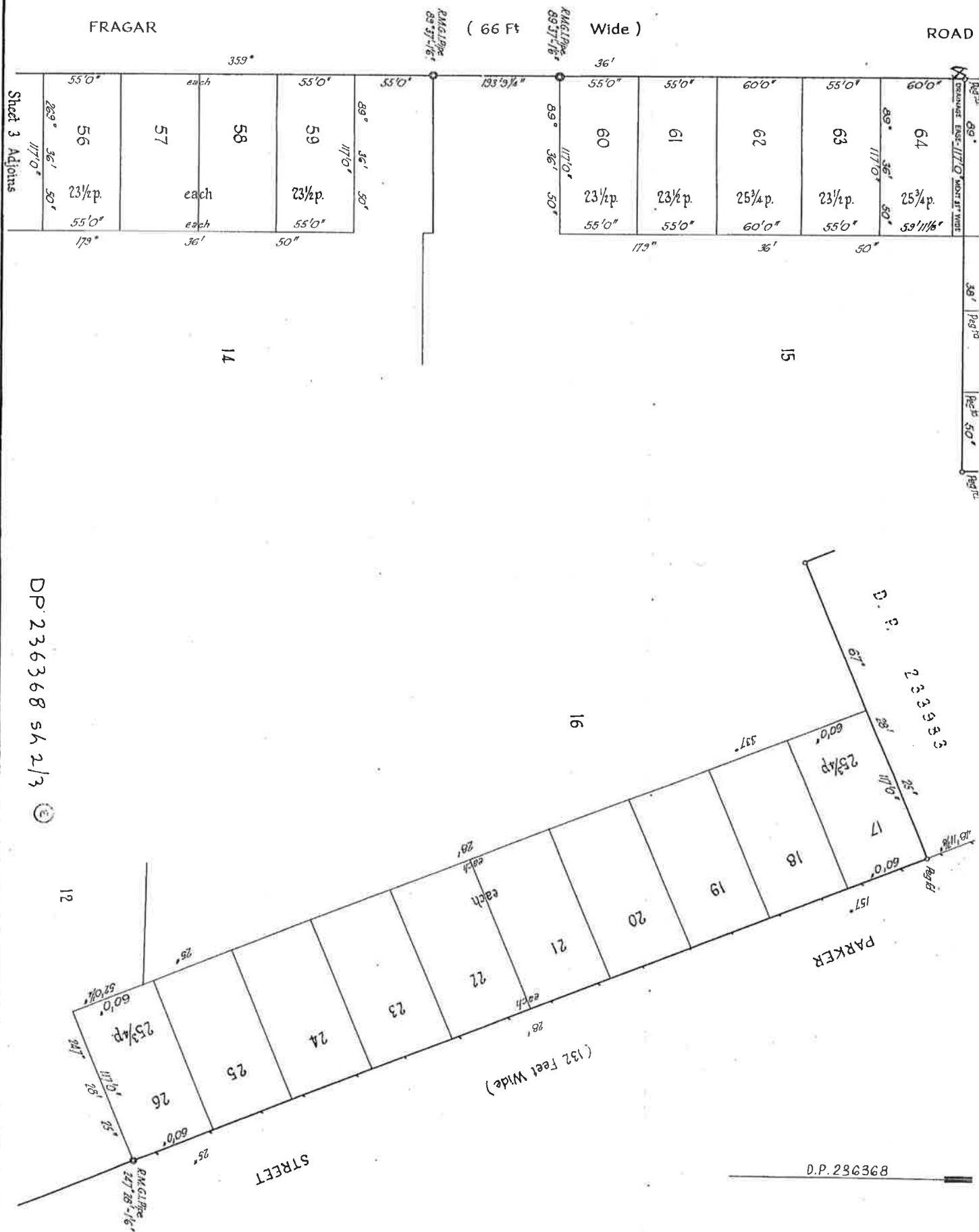
WARNING: Plan Drawing only to appear in this space.



WARNING: Plan Drawing only to appear in this space.

D.P.236368 DE	
Registered: 27.7.1997	This is Sheet 2 of my plan No. 3
Sheets dated 27.7.1997	Surveyor registered under Surveyors Act, 1978 as amended
This is Sheet 2 of the plan of 3.	Sheets covered by my Certificate No. 14/2.68
14/2.68 of 14.2.68	Surveying Adjunct Council Clerk
Scale: 60 Feet to an inch SURVEYOR REFERENCE 2546/2	

WARNING. Plan Drawing only to appear in this space.



D.P. 236368

WARNING. Plan Drawing only to appear in this space.

DP. 236368 sh 2/3

WARNING. Plan Drawing only to appear in this space.



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

36 36' 50"

D.P.236368 (E)

Registriered: 15.05.2014

This is Sheet . . . 3 . . . of my plan in . . .

Sheets dated. . . 27-7-1967

Surveyor registered under Surveyors Act, 1928, as amended

This is Sheet...3...of the plan of...

Sheets covered by my Certificate No..

..... 1.8/6.8 of 14:2.68

.....
William
 Council Clerk

—

Handwritten: I have been thinking of you very much lately.

Scale: 50 feet to an inch

SURVEYORS REFERENCE
951617

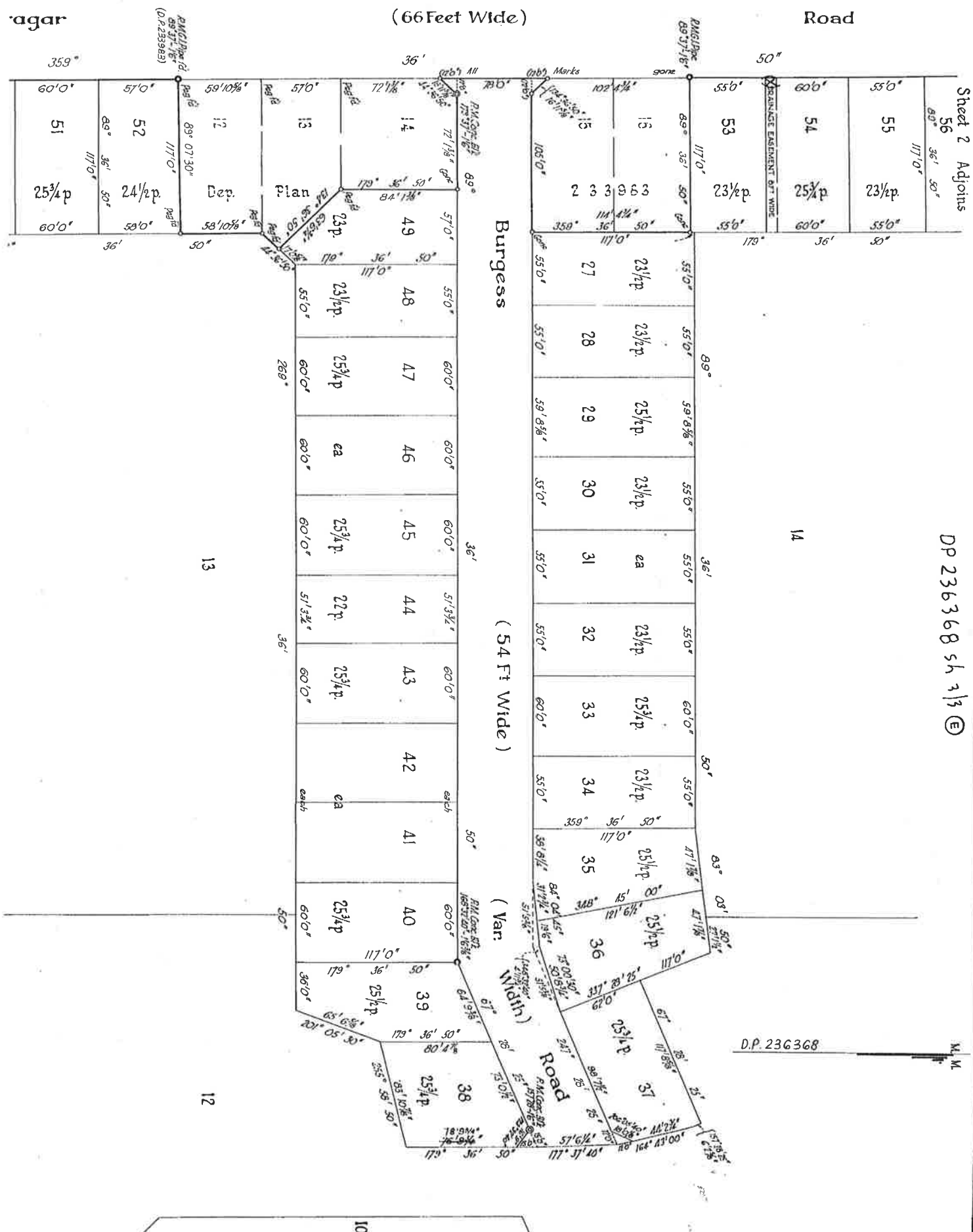
WARNING. Plan Drawing only to appear in this space.



WARNING. Plan Drawing only to appear in this space.

DP 236368 sh 3/3

WARNING. Plan Drawing only to appear in this space.



[illegible]

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

OFFICE USE ONLY.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

[illegible]

CONVERSION TABLE		REGISTERED GENERAL SURVEYOR	
DP 236360	SH 1/5	FEET	INCHES
1	0.0833	1	1 1/8
2	0.1667	2	2 1/4
3	0.2500	3	3 1/2
4	0.3333	4	4 1/2
5	0.4167	5	5 1/4
6	0.5000	6	6 1/2
7	0.5833	7	7 1/4
8	0.6667	8	8 1/2
9	0.7500	9	9 1/2
10	0.8333	10	10 1/4
11	0.9167	11	11 1/4
12	1.0000	12	12 1/2
13	1.0833	13	13 1/4
14	1.1667	14	14 1/2
15	1.2500	15	15 1/2
16	1.3333	16	16 1/2
17	1.4167	17	17 1/4
18	1.5000	18	18 1/2
19	1.5833	19	19 1/4
20	1.6667	20	20 1/2
21	1.7500	21	21 1/2
22	1.8333	22	22 1/4
23	1.9167	23	23 1/4
24	2.0000	24	24 1/2
25	2.0833	25	25 1/4
26	2.1667	26	26 1/2
27	2.2500	27	27 1/4
28	2.3333	28	28 1/2
29	2.4167	29	29 1/4
30	2.5000	30	30 1/2
31	2.5833	31	31 1/4
32	2.6667	32	32 1/2
33	2.7500	33	33 1/2
34	2.8333	34	34 1/4
35	2.9167	35	35 1/4
36	3.0000	36	36 1/2
37	3.0833	37	37 1/4
38	3.1667	38	38 1/2
39	3.2500	39	39 1/2
40	3.3333	40	40 1/2
41	3.4167	41	41 1/4
42	3.5000	42	42 1/2
43	3.5833	43	43 1/4
44	3.6667	44	44 1/2
45	3.7500	45	45 1/2
46	3.8333	46	46 1/4
47	3.9167	47	47 1/4
48	4.0000	48	48 1/2
49	4.0833	49	49 1/4
50	4.1667	50	50 1/2
51	4.2500	51	51 1/2
52	4.3333	52	52 1/2
53	4.4167	53	53 1/4
54	4.5000	54	54 1/2
55	4.5833	55	55 1/4
56	4.6667	56	56 1/2
57	4.7500	57	57 1/2
58	4.8333	58	58 1/4
59	4.9167	59	59 1/4
60	5.0000	60	60 1/2
61	5.0833	61	61 1/4
62	5.1667	62	62 1/2
63	5.2500	63	63 1/2
64	5.3333	64	64 1/2
65	5.4167	65	65 1/4
66	5.5000	66	66 1/2
67	5.5833	67	67 1/4
68	5.6667	68	68 1/2
69	5.7500	69	69 1/2
70	5.8333	70	70 1/4
71	5.9167	71	71 1/4
72	6.0000	72	72 1/2
73	6.0833	73	73 1/4
74	6.1667	74	74 1/2
75	6.2500	75	75 1/2
76	6.3333	76	76 1/2
77	6.4167	77	77 1/4
78	6.5000	78	78 1/2
79	6.5833	79	79 1/4
80	6.6667	80	80 1/2
81	6.7500	81	81 1/2
82	6.8333	82	82 1/4
83	6.9167	83	83 1/4
84	7.0000	84	84 1/2
85	7.0833	85	85 1/4
86	7.1667	86	86 1/2
87	7.2500	87	87 1/2
88	7.3333	88	88 1/2
89	7.4167	89	89 1/4
90	7.5000	90	90 1/2
91	7.5833	91	91 1/4
92	7.6667	92	92 1/2
93	7.7500	93	93 1/2
94	7.8333	94	94 1/4
95	7.9167	95	95 1/4

CONVERSION TABLE ADDED IN
REGISTAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN REGISTER GENERAL'S DEPARTMENT	
FEET INCHES	METRES
1 6	0.457
6	2.438
43	13.106
40 11 7/8	14.882
52 0 1/4	12.686
54	12.429
35	10.929
35 11 1/8	10.964
60	18.288
66	20.117
117	35.662
132	40.234
193 9 1/4	59.061
AC RD P	50 M
23 1/2	59.44
25 3/4	65.13

CONVERSION TABLE: PART IV		REGISTRATION GENERAL ASSESSMENT	
DP# 235556	SH 3/3		
FEET INCHES		METRES	
1 6	0.457		
1 6 3/8	0.467		
1 6 3/4	1.058		
2 3/8	1.695		
2 7/8	1.922		
3	1.572		
3 1/2	5.105		
3 5/8	5.112		
3 7/8	5.117		
4	5.122		
4 1/8	5.127		
4 1/2	5.132		
4 3/4	5.137		
4 7/8	5.141		
5	5.146		
5 1/8	5.151		
5 1/2	5.156		
5 3/4	5.161		
5 7/8	5.166		
6	5.171		
6 1/8	5.176		
6 1/2	5.181		
6 3/4	5.186		
6 7/8	5.191		
7	5.196		
7 1/8	5.201		
7 1/2	5.206		
7 3/4	5.211		
7 7/8	5.216		
8	5.221		
8 1/8	5.226		
8 1/2	5.231		
8 3/4	5.236		
8 7/8	5.241		
9	5.246		
9 1/8	5.251		
9 1/2	5.256		
9 3/4	5.261		
9 7/8	5.266		
10	5.271		
10 1/8	5.276		
10 1/2	5.281		
10 3/4	5.286		
10 7/8	5.291		
11	5.296		
11 1/8	5.301		
11 1/2	5.306		
11 3/4	5.311		
11 7/8	5.316		
12	5.321		
12 1/8	5.326		
12 1/2	5.331		
12 3/4	5.336		
12 7/8	5.341		
13	5.346		
13 1/8	5.351		
13 1/2	5.356		
13 3/4	5.361		
13 7/8	5.366		
14	5.371		
14 1/8	5.376		
14 1/2	5.381		
14 3/4	5.386		
14 7/8	5.391		
15	5.396		
15 1/8	5.401		
15 1/2	5.406		
15 3/4	5.411		
15 7/8	5.416		
16	5.421		
16 1/8	5.426		
16 1/2	5.431		
16 3/4	5.436		
16 7/8	5.441		
17	5.446		
17 1/8	5.451		
17 1/2	5.456		
17 3/4	5.461		
17 7/8	5.466		
18	5.471		
18 1/8	5.476		
18 1/2	5.481		
18 3/4	5.486		
18 7/8	5.491		
19	5.496		
19 1/8	5.501		
19 1/2	5.506		
19 3/4	5.511		
19 7/8	5.516		
20	5.521		
20 1/8	5.526		
20 1/2	5.531		
20 3/4	5.536		
20 7/8	5.541		
21	5.546		
21 1/8	5.551		
21 1/2	5.556		
21 3/4	5.561		
21 7/8	5.566		
22	5.571		
22 1/8	5.576		
22 1/2	5.581		
22 3/4	5.586		
22 7/8	5.591		
23	5.596		
23 1/8	5.601		
23 1/2	5.606		
23 3/4	5.611		
23 7/8	5.616		
24	5.621		
24 1/8	5.626		
24 1/2	5.631		
24 3/4	5.636		
24 7/8	5.641		
25	5.646		
25 1/8	5.651		

L40759

1.102

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS AS TO USER INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1919.



PART 1

plan DP **DP236368**

Subdivision covered by Council Clerk's
Certificate No. 10/68 of 1968

Full name and address
of proprietors of
the land:

George Borec of Fragar Street Penrith
Company Director George Borec and
Tanya Borec of Fragar Street Penrith
Company Director and Married Woman
respectively Borec Homes Pty.Limited

1. Identity of easement
or restriction firstly
referred to in above-
mentioned plan:

Easement for drainage 8 feet wide.

Schedule of Lots etc.affected.

Lots burdened	Lots, name of Road or Authority benefited.
54	Lots 14 and 53 and Fragar Road
64	Lot 15 and Fragar Road

2. Identity of
easement or res-
triction firstly
referred to in above
mentioned plan:

Restriction as to user.

Lots burdened	Lots, name of road or Authority benefited
Each Lot	Every other lot

PART 2.

1. Terms of easement ~~for drainage 8 ft. wide~~ firstly referred to
in abovementioned plan: Easement to drain water 8 ft. wide.

2. Terms of restriction as to user secondly referred to in
abovementioned plan.

(a) No paling fence shall be erected along the street
alignments.

Name of person empowered to release vary or modify restriction
secondly referred to in abovementioned plan:

George Borec, George and Tanya Borec, Borec Homes Pty.Limited.

SIGNED in my presence by
GEORGE BOREC who is personally
known to me:

George Borec

to witness

DP 236368 sh2/2

SIGNED in my presence by)
GEORGE BOREC and TANYA)
BOREC who are personally)
known to me:)

16.10.10 9.2

G. Borec
T. Borec

THE COMMON SEAL of BOREC
HOMES PTY. LIMITED was
hereunto affixed by authority
of the Board of Directors
and in the presence of:



G. Borec
Director

T. Borec
Secretary

PENRITH CITY COUNCIL

Barry Long
DEPUTY TOWN CLERK
14/2/68.

Approved by Council

Signed at Sydney the 29th day of
February 1968 For Commonwealth Trading
Bank of Australia by its duly appointed Attorney
under Powers of Attorney No. 82182 (Miscellaneous
Register) and No. 18770 (Land Titles Office) who
declares that he has not received notice of revocation
of the power

Thomas J. McInerney
WITNESS ASSISTANT INSPECTOR

AND WALLACE JOHN ALFRED BRADLEY and WARREN FRANCIS ASPREY being the duly constituted
Attorneys of COMMERCIAL & GENERAL ACCEPTANCE LIMITED under Power of Attorney registered
in the Miscellaneous Register No. 95961 and in the Land Titles Office No. 20204 hereby
state that they have no notice of revocation of the said Power of Attorney at the time
of their executing this instrument.

SIGNED for and on behalf of COMMERCIAL & GENERAL) COMMERCIAL & GENERAL ACCEPTANCE
ACCEPTANCE LIMITED by its said Attorneys:) LIMITED by its Attorneys:

WITNESS to signature of WALLACE JOHN ALFRED
BRADLEY)

W. J. Bradley

WITNESS to signature of WARREN FRANCIS
ASPREY)

W. Kennedy
Solicitor, Sydney.

SIGNED in my presence by)
LUBA LUCKYJ who is)
personally known to me:)

L. Luckyj

Instrument pursuant to Regulation 52D Conveyancing Act
Regulations, 1961, setting out the terms of easements or
restrictions as to user created by registration of the
within-mentioned Deposited Plan.



9/10-5-1968

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 525015
Your Reference: Keuneman OC10-#80498853#
Contact No.

Issue Date: 16 April 2021
Certificate No: 21/02024

Issued to: Infotrack
D X 578
SYDNEY

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: MULGOA

Location: 6 Sheba Crescent SOUTH PENRITH NSW 2750

Land Description: Lot 120 DP 236826

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - Advertising and Signage.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.

State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.

State Environmental Planning Policy (State Significant Precincts) 2005.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

State Environmental Planning Policy (Infrastructure) 2007.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

State Environmental Planning Policy (Affordable Rental Housing) 2009.

State Environmental Planning Policy (State and Regional Development) 2011.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017.

State Environmental Planning Policy (Primary Production and Rural Development) 2019.

State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing Diversity) 2020 applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 applies to the land.

Draft State Environmental Planning Policy (Design and Place) applies to the land.

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2019 applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

1(3) The name of each development control plan that applies to the carrying out of development on the land:

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.

(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

**Zone R2 Low Density Residential
(Penrith Local Environmental Plan 2010)**

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 promote the desired future character by ensuring that development reflects features or qualities of traditional detached dwelling houses that are surrounded by private gardens.
- To enhance the essential character and identity of established residential areas.
- To ensure a high level of residential amenity is achieved and maintained.

2 Permitted without consent

Home occupations

3 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; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential care facilities; Respite day care centres; Roads; Secondary dwellings; Shop top housing; Tank-based aquaculture

4 Prohibited

Any development not specified in item 2 or 3

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

2(f) whether the land includes or comprises critical habitat:

(Information is provided in this section only if the land includes or comprises critical habitat.)

2(g) whether the land is in a conservation area (however described):

(Information is provided in this section only if the land is in a conservation area (however described).)

2(h) whether an item of environmental heritage (however described) is situated on the land:

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

***2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY
(SYDNEY REGION GROWTH CENTRES) 2006***

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

3 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

Complying development under the Commercial and Industrial Alterations Code **may** be carried out on the land.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land.

DEMOLITION CODE

Complying development under the Demolition Code **may** be carried out on the land.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land.

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

PLANNING CERTIFICATE UNDER SECTION 10.7
Environmental Planning and Assessment Act, 1979

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

4 COASTAL PROTECTION

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

5 MINE SUBSIDENCE

The land is not proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

6 ROAD WIDENING AND ROAD REALIGNMENT

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

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

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

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

8 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

9 CONTRIBUTIONS PLANS

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

9A BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

10 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

10A NATIVE VEGETATION CLEARING SET ASIDES

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

11 BUSH FIRE PRONE LAND

The land is not identified as bush fire prone land according to Council records.

12 PROPERTY VEGETATION PLANS

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has 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.)

14 DIRECTIONS UNDER PART 3A

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) 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.)

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) 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 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

18 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

19 SITE VERIFICATION CERTIFICATES

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

NOTE: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

20 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the Home Building Act 1989))

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware of any "affected building notice" and/or a "building product rectification order" in force for the land).

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

**22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY
AEROTROPOLIS 2020**

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020):

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Affected by the Lighting Intensity and Wind Shear Map	No
(c)	Affected by the Obstacle Limitation Surface Map	Yes
(d)	Affected by the “public safety area” on the Public Safety Area Map	No
(e)	Within the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	Yes

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) and 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

Warwick Winn
General Manager

per

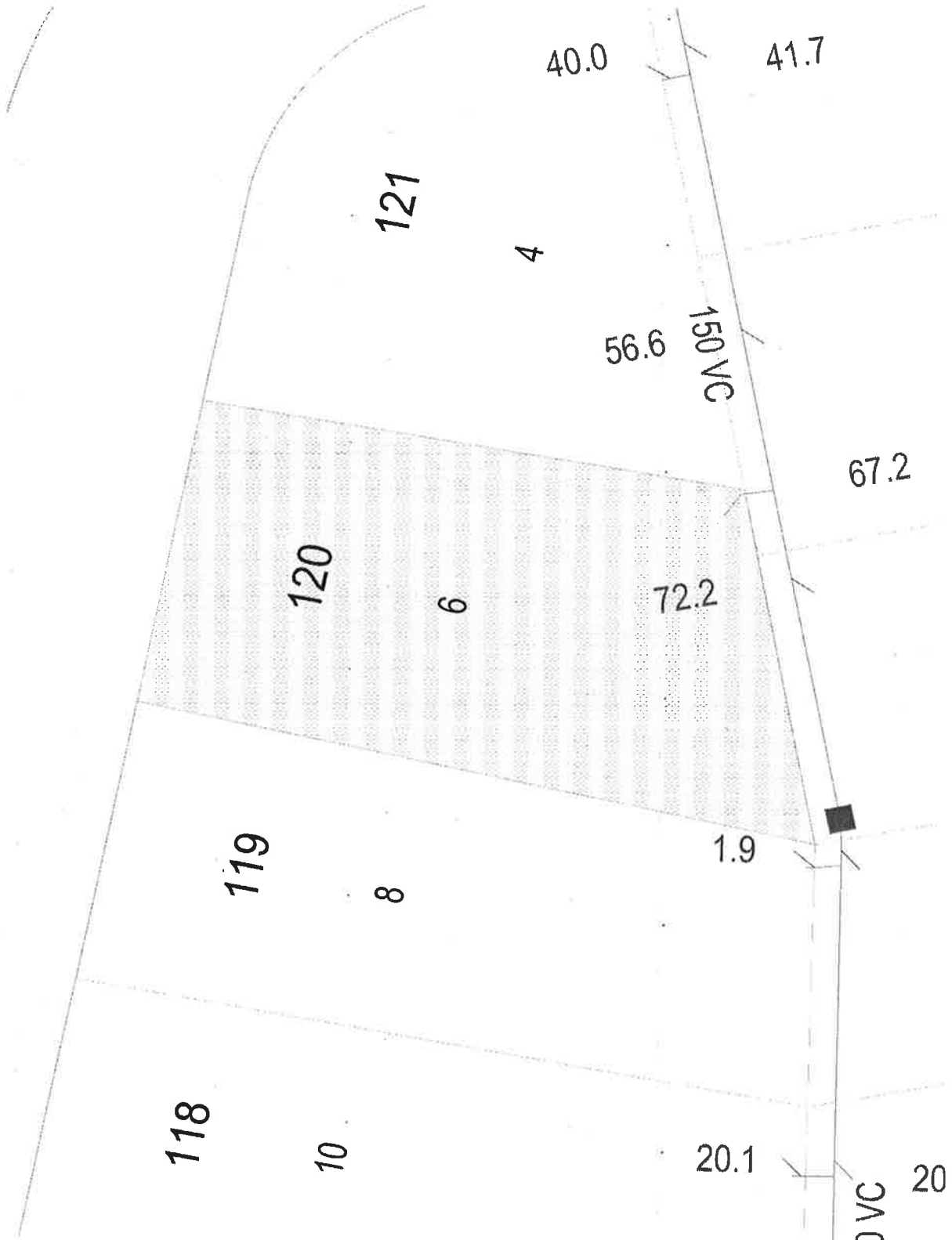
**Please note:**

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.

Service Location Print
Application Number: 8000626630



Document generated at 14-04-2021 12:21:02 PM

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**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
Private Mains		Scour	
Potable Water Main		Reducer / Taper	
Recycled Water Main		Vertical Bends	
Sewer Main		Reservoir	
Symbols for Private Mains shown grey		Recycled Water is shown as per Potable above. Colour as Indicated	

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**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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**.

14 April 2021

Infotrack Pty Limited

Reference number: 8000626597

Property address: 6 Sheba Cres South Penrith NSW 2750

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley
Manager Business Customers



Revenue

Enquiry ID 3462436
Agent ID 81429403
Issue Date 14 Apr 2021
Correspondence ID 1724556624
Your reference Keuneman OC10

INFOTRACK PTY LIMITED
DX Box 578
SYDNEY

Purchaser Copy

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
D236826/120	6 SHEBA CRES SOUTH PENRITH 2750	NOT AVAILABLE

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2021 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

- * Overseas customers call +61 2 7808 6906
Help in community languages is available.

RESIDENTIAL TENANCY AGREEMENT
RESIDENTIAL TENANCIES REGULATION 2010
IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant should be given time to read this agreement (including the completed condition report which forms part of this agreement) and to obtain appropriate advice if necessary.
2. A landlord or landlord's agent must give a tenant an approved form of information statement (which explains both parties' rights and obligations under this agreement) before the tenant enters into the residential tenancy agreement.

This agreement is made on 01 / 11 / 2012 at 371 High Street Penrith NSW 2750 Between

LANDLORD *[Insert name of landlord(s) and contact details]*

Name/s WENDALL KEUNEMAN

Contact Details

A.B.N. *(if applicable)*

Care of Agent ☒ Yes ☐ No

TENANT *[Insert name of tenant(s) and contact details (eg. Residential and business address, phone, fax and email details.)]*

TERRY TAYLOR & KATIE TAYLOR

The tenant agrees to notify the landlord or the landlord's agent in writing of any changes to these details within 14 days

LANDLORD'S AGENT DETAILS *[Insert name of landlord's agent (if any) and contact details]*

Licensee Stanton & Taylor (Penrith) Pty Ltd

Trading as Stanton & Taylor First National

A.B.N. 86 002 370 591

Address 371 High Street

Penrith, NSW

Postcode 2750

Phone 4731 2899

Fax 4725 9630

Email info@stantonandtaylor.com.au

Agent: ☒ ongoing management OR ☐ leasing only

(If leasing agent only, the tenant must contact the landlord with any management inquiries)

TENANT'S AGENT DETAILS *[Insert name of tenant's agent (if any) and contact details]*

If appointed, all notices and documents given to the tenant must also be given to the tenant's agent

Name/s

A.B.N.

Address

Postcode

Phone

Fax

Mobile

Email

The tenant agrees to notify the landlord or the landlord's agent in writing of any changes to these details within 14 days

TERM OF AGREEMENT

The term of this agreement is: 26 WEEKS weeks/months/years

starting on 01 / 11 / 2012 and ending on 02 / 05 / 2013 [Cross out if not applicable]

RESIDENTIAL PREMISES

The residential premises are *[Insert address]*

Address 6 SHEBA CRESCENT, SOUTH PENRITH

Postcode 2750

15.11

RESIDENTIAL TENANCY AGREEMENT

The residential premises include: *[List things such as a parking space, garage, storeroom or furniture provided (attach inventory)]*

GARAGE

Note: If the premises include a garage, the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods.

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

RENT A tenant must pay the rent on or before the day set out in this agreement.

The rent is \$380.00 per WEEK payable in advance starting on 01 /11 /2012.

The method by which the rent must be paid

(a) to Stanton & Taylor at by cash or cheque, or

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

Name of Financial Institution: BSB number:

Account number:

Account name:

Payment reference: 0013716253, or

(c) as follows: Bpay Biller Code 4481

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

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 4.1) and that is reasonably available to the tenant.

RENTAL BOND *[cross out if there is not going to be a bond]*

A rental bond of \$1520.00 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 2 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 tradesperson(s) for urgent repairs and their contact details:

Electrical repairs: Hix Electrical 4721 7500

Plumbing repairs: Ritchies Plumbing 0421 579 909

Glass repairs:

Locksmith: Lightning Locksmiths 0418 443 729

Other repairs:

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 and clause 54.

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 and forms part of 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.

RESIDENTIAL TENANCY AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

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

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

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement 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 Consumer, Trader and Tenancy Tribunal.

RENT REDUCTIONS

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
 - 7.2 cease to be lawfully usable as a residence, or
 - 7.3 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:

RESIDENTIAL TENANCY AGREEMENT

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.

16.5 To notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 38.1 of this agreement.

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

RESIDENTIAL TENANCY AGREEMENT

- 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 Consumer, Trader and Tenancy 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,
- 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

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- 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 Consumer, Trader and Tenancy 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 Consumer, Trader and Tenancy 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 Consumer, Trader and Tenancy 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*.

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 Consumer, Trader and Tenancy 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.

RESIDENTIAL TENANCY AGREEMENT

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 - AGREEMENT TO USE PREVIOUS CONDITION REPORT

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

ADDITIONAL TERM - BREAK FEE

[Cross out clauses 42 and 43 if not applicable]

42. 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:

- 42.1 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

- 42.2 If the fixed term is for more than 3 years,

\$

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 and an offer of social housing or a place in an aged care facility.

Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

43. 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 42 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

ADDITIONAL TERM - PETS

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

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

46. The tenant agrees to have the carpet professionally cleaned and/or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy, and the tenant agrees to repair any damage caused by animals kept on the premises.

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

47. Further to clause 16, the tenant agrees:

- 47.1. To clean the premises regularly with special attention to the kitchen, bathroom and appliances;

- 47.2. To put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 47.3. To wrap up and place garbage in a suitable container;
- 47.4. To keep the grounds and garden tidy and free of rubbish;
- 47.5. To take special care of the items let with the premises including any furniture, furnishings and appliances;
- 47.6. To do no decorating that involves painting, marking or defacing the premises or fixing posters without the prior written consent of the landlord or an order of the Consumer, Trader and Tenancy Tribunal;
- 47.7. To ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the premises; (A copy of which policy will be made available to the tenant upon request);
- 47.8. To notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests.
- 47.9. To ventilate, in an adequate and timely manner, all bathroom, laundry and kitchen areas to prevent the growth of mould.
- 47.10. Not to remove, alter or damage any water efficiency measure installed in the premises

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

48. The tenant agrees:

- 48.1. To leave, in the same manner of connection or operation, any telephone service installed in the premises at the commencement of the agreement;
- 48.2. The availability of telephone/fax lines; internet services; analogue, digital or cable television (and the adequacy of such services); are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone/fax plugs, antenna sockets or other such sockets or service points located in the premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries.

ADDITIONAL TERM - RENTAL BOND

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

ADDITIONAL TERM - OCCUPANTS

50. The tenant agrees:

- 50.1. Not to part with possession other than in accordance with the provisions of this agreement or the Residential Tenancies Act; and
- 50.2. To ensure that occupants and other persons who come on to the premises with the tenant's consent comply with the conditions of the agreement.

ADDITIONAL TERM - TERMINATION

51. The tenant agrees, upon termination of the agreement, to promptly and peacefully deliver up vacant possession of the premises, which shall include the handing over of all keys, and to notify the landlord or the landlord's agent of the tenant's forwarding address.
52. Notwithstanding any termination of the agreement, the tenant acknowledges that they may be liable to pay, as compensation to the landlord, an amount equivalent to the rent until such time as all keys are returned to the landlord or the landlord's agent.

RESIDENTIAL TENANCY AGREEMENT

53. The landlord and the tenant agree that:

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

Note: if the tenant breaches the agreement the landlord should refer to section 187(2) of the Residential Tenancies Act 2010.

ADDITIONAL TERM - STATUTES, BY-LAWS AND SPECIAL CONDITIONS

54. The tenant agrees:

- 54.1.** To observe all relevant statutes, statutory regulations and by-laws relating to health, safety, noise and other housing standards with respect to the premises; and
- 54.2.** Where the premises are subject to 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, to observe and comply with any applicable by-laws and/or management statements.
- 54.3.** Where the premises are a flat (not subject to 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) the tenant agrees to comply with the By-laws contained in Schedule 1 of this agreement

ADDITIONAL TERM - SWIMMING POOLS

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

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

- 55.1.** to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;
- 55.2.** to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;
- 55.3.** to keep the water level above the filter inlet at all times;
- 55.4.** to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment; and
- 55.5.** not to interfere with the operation of any pool safety fence or gate including not propping or holding open any safety gate, nor leaving any item near a pool safety fence which would aid or allow access by children to the pool area.

ADDITIONAL TERM - RENT INCREASES DURING

THE FIXED TERM (for a fixed term of **less than 2 years**):

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

56.1. the rent will be increased to

\$		per	
	on	/	/
to \$		per	
	on	/	/

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

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

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

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

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

57.1. the rent will be increased to

\$		per	
	on	/	/
to \$		per	
	on	/	/

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

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

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

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

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

58. For avoidance of doubt

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

TENANCY DATABASES

NOTE: The landlord or the landlord's agent advises that the tenant's personal information may be used and disclosed for the purpose of listing the tenant on a tenancy database.

RESIDENTIAL TENANCY AGREEMENT

SCHEDULE 1

SPECIAL CONDITIONS - FLATS

- By-law 1. Noise.**
The tenant must not create any noise in the flat or on the common area likely to interfere with the peaceful enjoyment of the tenant of another flat or of any person lawfully using the common area.
- By-law 2. Vehicles.**
The tenant must not park or stand any motor or other vehicle on the common area except with the written approval of the landlord.
- By-law 3. Obstruction of common area.**
The tenant must not obstruct lawful use of the common area by any person.
- By-law 4. Damage to lawns and plants on the common area.**
The tenant must not:
- damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or
 - use for his or her own purposes as a garden any portion of the the common area.
- By-law 5. Damage to common areas.**
The tenant must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the the common area without the approval in writing of the landlord or an order of the Consumer, Trader and Tenancy Tribunal.
- By-law 6. Behaviour of owners and occupiers.**
An owner or occupier of a flat when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the tenant of another flat or to any person lawfully using the common area.
- By-law 7. Children playing on common areas in building.**
The tenant must not permit any child of whom the tenant has control to play on the common area within the building or, unless accompanied by an adult exercising effective control, to be or to remain on the common area comprising a laundry, car parking area or other area of possible danger or hazard to children.
- By-law 8. Behaviour of invitees.**
The tenant must take all reasonable steps to ensure that invitees of the tenant do not behave in a manner likely to interfere with the peaceful enjoyment of the tenant of another flat or any person lawfully using the common area.
- By-law 9. Depositing rubbish and other material on common areas.**
The tenant must not deposit or throw on the common area any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the tenant of another flat or of any person lawfully using the common area.
- By-law 10. Drying of laundry items.**
A tenant of a flat must not, except with the consent in writing of the landlord, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building other than on any lines provided by the landlord for the purpose and there only for a reasonable period.
- By-law 11. Preservation of fire safety**
The tenant of a flat must not do any thing or permit any invitees of the tenant to do any thing on the lot or the common area that is likely to affect the operation of fire safety devices or to reduce the level of fire safety in the flats or the common area.
- By-law 12. Cleaning windows and doors.**
The tenant must keep clean all glass in windows and all doors on the boundary of the flat, including so much as is common area.
- By-law 13. Storage of inflammable liquids and other substances and materials.**
- The tenant must not, except with the approval in writing of the landlord, use or store on the flat or on the common area any inflammable chemical, liquid or gas or other inflammable material.
 - This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- By-law 14. Moving furniture and other objects on or through the common area.**
The tenant must not transport any furniture or large object through or on the common area within the building unless sufficient notice has first been given to the executive committee so as to enable the landlord to arrange for a person to be present at the time when the tenant does so.
- By-law 15. Garbage disposal.**
The tenant:
- must maintain within the flat, or on such part of the common area as may be authorised by the landlord, in clean and dry condition and adequately covered a receptacle for garbage, and
 - must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained, and
 - for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the landlord and at a time not more than 12 hours before the time at which garbage is normally collected, and
 - when the garbage has been collected, must promptly return the receptacle to the flat or other area referred to in paragraph (a),
 - must not place any thing in the receptacle of the tenant of any other flat except with the permission of that tenant, and
 - must promptly remove any thing which the tenant or garbage collector may have spilled from the receptacle and must take such action as may be necessary to clean the area within which that thing was spilled.
- By-law 16. Keeping of animals.**
The tenant must not, without the approval in writing of the landlord, keep any animal on the flat or the common area.
- By-law 17. Appearance of flat.**
- The tenant of a flat must not, without the written consent of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
 - This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.
- By-law 18. Notice - Board.**
A landlord must cause a notice board to be affixed to some part of the common area.
- By-law 19. Change in use of flat to be notified.**
An occupier of a flat must notify the landlord if the occupier changes the existing use of the flat in a way that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes).

(ATTACH ADDITIONAL TERMS & CONDITIONS HERE IF NECESSARY)

NOTES.

1. Definitions

In this agreement:

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

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.

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

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

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

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

2. Continuation of tenancy (if fixed term agreement)

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

3. Ending a fixed term agreement

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

must give at least 14 days notice. Other examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days); or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time for 'no grounds'. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice. Other examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days); a party has breached the agreement (in which case the notice period is not less than 14 days); or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord 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.

VACANT POSSESSION

6. A notice of termination does not end the tenancy by itself.

The tenant must return vacant possession of the premises to the landlord, on or after the day specified in the notice, or otherwise in accordance with the Act, for the tenancy to end. An application may be made to the Consumer, Trader and Tenancy Tribunal if the tenant does not vacate when required.

7. Warning

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

SPECIAL CONDITIONS

Between **Wendell Keuneman** LANDLORD
and
Terry Taylor and Katie Taylor Tenants.
PROPERTY 6 Sheba Crescent South Penrith NSW 2750

The lessee agrees not to park or drive motor vehicles onto any grassed area at the property.

The lessee agrees to supply their telephone numbers at home and work to the Managing Agent and inform the Managing Agent of any changes. The lessee understand and agree that their contact phone numbers may be given to tradesperson lessor or lessors representative, for the purpose of property repairs, valuations and inspections only.

The lessee agrees they will be responsible for the garbage container supplied by Council for the said premises and all garbage will be put out for collection in the garbage container as required by the local Council. No garbage bags/cartons/bottles etc (other than recycling containers) are to be out for collection. These are to be disposed of by the lessee in the correct manner.

The lessee agrees not carry out any repairs to motor vehicles at the property.

No responsibility is taken for cheques whether mislaid, posted or left under the door. Payment by cheque will be accepted, however, the lessee agrees to meet bank charges for Present Again or dishonour and agent administration costs.

Rubbish Removal – Penrith City Council offers the removal of bulky rubbish 4 times per year for each individual household. Call 1800 734 735 to book in the unit.

The lessee agrees not to erect a children's wading pool at the property.

The lessee agrees not to allow anyone to smoke inside the property at any time.

We refer to clause 44, 45 & 46 of the additional terms of the Residential Tenancy Agreement, which relates to pets being kept at the property and advise that under no circumstances are pets to be kept inside the property at any time. Pets must be outside the home at all times.

Lessor (Landlord).....

Lessee (Tenant).....

Handwritten signatures of the lessor and lessee, with a hyphen between them, written over the signature lines.

RESIDENTIAL TENANCY AGREEMENT

THE LANDLORD AND TENANT ENTER INTO THIS AGREEMENT (which includes the Condition Report)
 AND AGREE TO ALL ITS TERMS.

SIGNED BY THE LANDLORD

in the presence of:

Rock Sheehan

(Name of witness)

[Signature]

(Signature of landlord)

(Signature of witness)

SIGNED BY THE TENANT

in the presence of:

Aimee Cook

(Name of witness)

[Signature]

(Signature of witness)

[Signature]

(Signature of tenant)

in the presence of:

Aimee Cook

(Name of witness)

[Signature]

(Signature of witness)

[Signature]

(Signature of tenant)

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

[Signature]

(Signature of tenant)

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

WHERE TO GET HELP

ENGLISH

For information about this agreement or help with any tenancy problem telephone the Office of Fair Trading on 9377 9100 or 1800 451 301.

If you need an interpreter telephone 13 14 50 and the interpreter will contact the Office of Fair Trading for you.

ARABIC

وسائل الحصول على مساعدة

للمزيد من المعلومات عن هذه الاتفاقية أو لمساعدة في أية مشكلة تتعلق بالاستئجار اتصل هاتفياً بمكتب التجارة العادلة على أحد الرقمين: 9377 9100 أو 1800 451 301. وإذا احتجت لمترجم على الهاتف اتصل على الرقم 13 14 50 ليقوم مترجم بالاتصال بمكتب التجارة العادلة نيابة عنك.

尋求協助

CHINESE

如欲獲得有關本協議的資料或任何有關租賃問題的協助，請致電公平貿易處，電話 9377 9100 或 1800 451 301。

如果您需要傳譯員的協助，請致電 13 14 50，傳譯員會代您聯絡公平貿易處。

GDJE SE MOŽETE OBRATITI ZA POMOĆ

CROATIAN

Za informacije o ovom sporazumu ili za pomoć oko bilo kakvog problema u svezi stambenih pitanja, nazovite Ured za pravедno poslovanje (Office of Fair Trading) na 9377 9100 ili 1800 451 301.

Ako trebate pomoć tumača, nazovite 13 14 50 i tumač će u Vaše ime nazvati Ured za pravедno poslovanje.

ΠΟΥ ΜΠΟΡΕΙΤΕ ΝΑ ΒΡΕΙΤΕ ΒΟΗΘΕΙΑ

GREEK

Για πληροφορίες σχετικά μ' αυτή τη συμφωνία ή για βοήθεια με οποιοδήποτε πρόβλημα ενοικίασης τηλεφωνήστε στο Γραφείο Θεμιτού Εμπορίου στο 9377 9100 ή 1800 451 301.

Αν χρειάζεστε διερμηνέα τηλεφωνήστε στο 13 14 50 και ο διερμηνέας θα επικοινωνήσει με το Γραφείο Θεμιτού Εμπορίου για λογαριασμό σας.

A CHI RIVOLGERSI PER ASSISTENZA

ITALIAN

Per informazioni su questo contratto o per ottenere assistenza per qualsiasi problema in materia di affitto di un'abitazione, telefonate all'Office of Fair Trading al numero 9377 9100 oppure 1800 451 301.

Se vi serve un interprete, telefonate al numero 13 14 50 e l'interprete contatterà l'Office of Fair Trading per vostro conto.

កម្លាំងទទួលបានជំនួយ

KHMER

ដើម្បីទទួលបានព័ត៌មានអំពីកិច្ចព្រមព្រៀងនេះ ឬទទួលបានជំនួយអំពីបញ្ហាណាមួយស្តីពីការជួលទីលំនៅ សូមទូរស័ព្ទទៅការិយាល័យពាណិជ្ជកម្មត្រីប៊ូន (Office of Fair Trading) លេខ 9377 9100 ឬ 1800 451 301។

ប្រសិនបើលោកអ្នកត្រូវការអ្នកបកប្រែភាសា សូមទូរស័ព្ទលេខ 13 14 50 ឬ 181 ពេលនោះ អ្នកបកប្រែភាសានឹងទាក់ទងជំនួយ ការិយាល័យពាណិជ្ជកម្មត្រីប៊ូនជូនលោកអ្នក។

도움을 받을 수 있는 곳

KOREAN

본 계약에 관해 정보가 필요하시거나 임차 문제로 도움이 필요하실 경우엔 9377 9100 또는 1800 451 301로 공정거래국 (Office of Fair Trading)에 전화하십시오.

통역이 필요하실 경우엔 13 14 50으로 전화하시면 통역사가 공정거래국에 전화해 드릴 것입니다.

ຈະສາມາດຊ່ວຍເຫຼືອໄດ້ຈາກໃສ

LAOTIAN

ເພື່ອຂໍເອົາຂໍ້ມູນກ່ຽວກັບ ຂໍ້ສັນຍາ ນີ້ ຫລື ການຊ່ວຍເຫຼືອ ເລື່ອງຢືນຫາການ ຊຳເລັດມາໃຫ້ ຈົ່ງ ໂທລະສັບຫາ ດ່ານການ ແພຣ ເທດດິງ (Fair Trading) ຕາມເບີໂທລະສັບ ເລກ 9377 9100 ຫລື 1800 451 301.

ຖ້າທ່ານຕ້ອງການນາຍພາສາ ຈົ່ງໂທລະສັບຫາເບີ 13 14 50 ແລະນາຍພາສາຈະຕິດຕໍ່ຫາດ່ານການ ແພຣ ເທດດິງ ໃຫ້ທ່ານ.

КАДЕ МОЖЕТЕ ДА ДОБИЕТЕ ПОМОШ

MACEDONIAN

За информации во врска со овој договор или за помош во врска со било какви проблеми околу наемот, телефонирајте во Службата за праведна трговија (Office of Fair Trading) на 9377 9100 или на 1800 451 301.

Ако ви треба преведувач, телефонирајте на 13 14 50 и преведувачот ќе се јави во Службата за праведна трговија за вас.

FEJN TIKSEB L-GĦAJNUNA

MALTESE

Għal tagħrif dwar dan il-ftiehim jew għajjnuna dwar kwalunkwe problema tal-kiri ċempel lill-Uffiċċju tan-Negozju bil-Fier (Office of Fair Trading) fuq 9377 9100 jew 1800 451 301.

Jekk għandek bżonn Interpretu ċempel 13 14 50 u l-interpretu ser jikkuntattja l-Uffiċċju tan-Negozju bil-Fier għan-nom tiegħek.

PERSIAN

مراجع دریافت کمک

برای گرفتن اطلاعات در باره این موافقتنامه و کمک در مورد هر مشکل مربوط به اجاره نشینی به دفتر معاملات عادلانه، شماره ۹۳۷۷ ۹۱۰۰ یا ۱۸۰۰ ۴۵۱ ۳۰۱ تلفن بزنید. اگر مترجم لازم دارید به شماره ۱۳ ۱۴۵۰ تلفن کنید و یک مترجم از جانب شما با دفتر معاملات عادلانه تماس خواهد گرفت.

GDZIE MOŻNA UZYSKAĆ POMOC

POLISH

Po informacje dotyczące tej umowy lub pomoc we wszelkich sprawach związanych z najmem zadzwoń do Urzędu Uczciwego Handlu (Office of Fair Trading) pod numer 9377 9100 lub 1800 451 301.

Jeśli potrzebujesz pomocy tłumacza, zadzwoń pod numer 13 14 50, a tłumacz skontaktuje się z Urzędem Uczciwego Handlu w Twoim imieniu.

ONDE OBTEN AJUDA

PORTUGUESE

Para obter informações sobre este acordo ou ajuda com qualquer problema sobre Inquilinato, telefone para o Office of Fair Trading (Repatrição de Comércio Equitativo) no número 9377 9100 ou 1800 451 301.

Se precisar do serviço de um intérprete, telefone para o número 13 14 50 e um intérprete contactará o Office of Fair Trading em seu nome.

ГДЕ МОЖЕТЕ ДА СЕ ОБРАТИТЕ ЗА ПОМОЋ

SERBIAN

За информације о овом уговору или помоћ око било каквих станарских проблема, назовите Службу за правилно пословање на 9377 9100 или 1800 451 301.

Ако вам је потребан тумач, назовите 13 14 50 и тумач ће за вас да контактира Службу за правилно пословање.

DÓNDE OBTENER AYUDA

SPANISH

Si desea información sobre este acuerdo o ayuda para cualquier problema de arriendo, llame a la Office of Fair Trading (Oficina de Prácticas Comerciales Equitativas) al 9377 9100 o al 1800 451 301.

Si necesita un intérprete llame al 13 14 50 y el intérprete contactará a la Office of Fair Trading de parte suya.

NEREDEN YARDIM ALABİLİRSİNİZ

TURKISH

Bu anlaşma hakkında bilgi veya herhangi bir kiraçılık sorunu için yardım almak üzere 9377 9100 veya 1800 451 301 numaralı telefonlardan Dürüst Ticaret Dalresi'ni arayın.

Bir tercümana gereksiniminiz varsa 13 14 50'yi arayın, tercüman Dürüst Ticaret Dalresi ile iletişime geçecektir.

NẾU MUỐN ĐƯỢC GIÚP ĐỖ

VIETNAMESE

Muốn biết chi tiết về thỏa ước này hoặc muốn được giúp đỡ nếu có vấn đề nào về thuê nhà, xin điện thoại Sở Công bằng Mậu dịch (Office of Fair Trading) số điện thoại 9377 9100 hoặc 1800 451 301.

Nếu quý vị cần thông dịch viên, xin điện thoại đến số 13 14 50 và thông dịch viên sẽ điện thoại đến Sở Công bằng Mậu dịch cho quý vị.