

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID: 170711674	NSW DAN:
vendor's agent	DOMAIN NSW REAL ESTATE PO BOX A365 ARNCLIFFE NSW 2205		Phone: 0410 11 2222 Fax:
co-agent			Ref: ALEX TEHFE
vendor	ABOU GHADA COMPANY PTY LIMITED ACN 087 717 002 1 THE GRAND PARADE BRIGHTON LE-SANDS NSW 2216		
vendor's solicitor	E J CRESSY SOLICITOR PO BOX 1008 FAIRFIELD NSW 1860; REF: JC:CQ: ABOU GHADA		Phone: 9754 1332 Fax: 9754 1362
date for completion	42 days after the contract date	(clause 15)	Email: ejcressy@ejcressy.com.au
land	29 WALKER ST TURRELLA NSW 2205		
(Address, plan details and title reference)	LOT 700 IN DEPOSITED PLAN 1231734 700/1231734		
	☐ VACANT POSSESSION ☒ Subject to existing tenancies		
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:		
attached copies	☐ documents in the List of Documents as marked or as 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	☒ air conditioning ☒ clothes line ☐ fixed floor coverings ☐ range hood
	☒ blinds ☐ curtains ☐ insect screens ☐ solar panels
	☒ built-in wardrobes ☐ dishwasher ☒ light fittings ☒ stove
	☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna
	☐ other:
exclusions	
purchaser	
purchaser's solicitor	Phone:
	Fax:
Price	\$
deposit	\$
balance	\$
contract date	(10% of the price, unless otherwise stated)
	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

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

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

land tax is adjustable

☐ NO ☒ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**
(residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – 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 representative:

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 **RW rate** (residential withholding rate): \$

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land	☐ 33 property certificate for strata common property
☒ 2 plan of the land	☐ 34 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 35 strata by-laws
☐ 4 plan of land to be subdivided	☐ 36 strata development contract or statement
☐ 5 document to be lodged with a relevant plan	☐ 37 strata management statement
☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	☐ 38 strata renewal proposal
☐ 7 additional information included in that certificate under section 10.7(5)	☐ 39 strata renewal plan
☒ 8 sewerage infrastructure location diagram (service location diagram)	☐ 40 leasehold strata - lease of lot and common property
☒ 9 sewer lines location diagram (sewerage service diagram)	☐ 41 property certificate for neighbourhood property
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 42 plan creating neighbourhood property
☐ 11 <i>planning agreement</i>	☐ 43 neighbourhood development contract
☐ 12 section 88G certificate (positive covenant)	☐ 44 neighbourhood management statement
☐ 13 survey report	☐ 45 property certificate for precinct property
☐ 14 building information certificate or building certificate given under <i>legislation</i>	☐ 46 plan creating precinct property
☐ 15 occupation certificate	☐ 47 precinct development contract
☐ 16 lease (with every relevant memorandum or variation)	☐ 48 precinct management statement
☐ 17 other document relevant to tenancies	☐ 49 property certificate for community property
☐ 18 licence benefiting the land	☐ 50 plan creating community property
☐ 19 old system document	☐ 51 community development contract
☐ 20 Crown purchase statement of account	☐ 52 community management statement
☐ 21 building management statement	☐ 53 document disclosing a change of by-laws
☐ 22 form of requisitions	☐ 54 document disclosing a change in a development or management contract or statement
☐ 23 <i>clearance certificate</i>	☐ 55 document disclosing a change in boundaries
☐ 24 land tax certificate	☐ 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	☐ 57 information certificate under Community Land Management Act 1989
☐ 25 insurance certificate	☐ 58 disclosure statement - off the plan contract
☐ 26 brochure or warning	☐ 59 other document relevant to off the plan contract
☐ 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	☐ 60
☐ 28 certificate of compliance	
☐ 29 evidence of registration	
☐ 30 relevant occupation certificate	
☐ 31 certificate of non-compliance	
☐ 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then serve the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
 27.3 The vendor must apply for consent *within* 7 days after service of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or service upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within* 42 days after the purchaser serves the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
 - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

29 WALKER ST TURRELLA NSW 2205

SECTION 66W CERTIFICATE

I,
of , , certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 29 WALKER ST TURRELLA NSW 2205 from ABOU GHADA COMPANY PTY LIMITED ACN 087 717 002 to in order that there is no cooling off period in relation to that contract;
3. I do not act for ABOU GHADA COMPANY PTY LIMITED ACN 087 717 002 and am not employed in the legal practice of a solicitor acting for ABOU GHADA COMPANY PTY LIMITED ACN 087 717 002 nor am I a member or employee of a firm of which a solicitor acting for ABOU GHADA COMPANY PTY LIMITED ACN 087 717 002 is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:

Conditions of sale by auction

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) One bid may be made by or on behalf of the seller. This includes a bid made by the auctioneer must clearly state that the bid was made by or behalf of the seller or auctioneer.
- (3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction or the vendor the full amount of the purchase price:

 - (a) If the amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
 - (b) If the amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

Notification of auction conditions

- (1) A stock and station agent or real estate agent who offers land or livestock for sale by auction must notify the conditions of the sale by means of a notice that:-
 - (a) sets out the conditions of the sale clearly and legibly written or printed in the English language; and
 - (b) is exhibited in a conspicuous position so as to be clearly visible to and available for inspection by, any person attending the auction before and during the auction.
- (2) If a stock and station agent or real estate agent conducts an auction sale of land or livestock comprising more than one lot and one or more of the conditions of sale for any one or more of those lots are different from the conditions of sale for all or most of the other lots, the agent may notify the different conditions by reciting those conditions aloud in a clear and precise manner immediately before offering that lot for sale.

Maximum penalty: 40 penalty units in the case of a corporation or 20 penalty units in any other case.

DIRECTOR'S GUARANTEE

This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchanges.

The word 'guarantor' means, (names and addresses of guarantors – to be directors and/or shareholders of the purchaser).

In consideration of the vendor entering into this Contract at the guarantor's request the guarantor guarantees to the vendor:

- (a) payment of all money payable by the purchaser under this Contract; and
- (b) the performance of all of the purchaser's other obligations under this Contract.

The Guarantor:

- (a) indemnifies the vendor against any claim, action, loss damage, costs, liability, expense or payment incurred by the vendor in connection with or arising from any breach of default by the purchaser of its obligations under the Contract; and
- (b) must pay on demand any money due to the vendor under this indemnity;

The Guarantor is jointly and separately liable with the purchaser to the vendor for:

- (a) the performance by the purchaser of its obligations under this Contract; and
- (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the vendor.

The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause

If the vendor assigns or transfers the benefit to this Contract, the transferee receives the benefit of the guarantor's obligations under this clause.

The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:

- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
- (b) the release or discharge of any person;
- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
- (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the purchaser;

This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed

SIGNED SEALED AND DELIVERED

by the guarantor)

in the presence of:-)

Signature

Signature of Witness

Print Name of Witness

SIGNED SEALED AND DELIVERED

by the guarantor)

in the presence of:-)

Signature

Signature of Witness

Print Name of Witness

SPECIAL CONDITIONS

1. Present Condition

The purchaser acknowledges that he has been afforded an opportunity of inspecting the property or having the same inspected and the property is sold and the Purchaser accepts the property in its present state and condition and with all faults and defects (if any) whether latent or apparent and without any warranty as to fitness for any purpose. The Purchaser shall not be entitled to make a requisition objection or claim for compensation regarding any such matters.

2. Consequences of Death etc of Purchaser

Should the purchaser (or any of them if more than one) die or become mentally ill prior to the date of completion of this Contract, then the vendor may by notice in writing rescind this Contract whereupon the provisions of Clause 19 hereof shall apply.

3. Insolvency

Should the Purchaser or any of them become bankrupt or make an assignment arrangement or composition with or for the benefit of creditors or being a company go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement with its creditors or suffer the appointment of a provisional liquidator or receiver or administrator then in any such event the Purchaser shall have deemed to have defaulted in an essential obligation hereof.

4. Interest Upon Default

The Purchaser covenants with the Vendor that if for any reason whatsoever not attributed to the default of the Vendor this Contract is not completed within the time stipulated in this Contract the Purchaser shall thereafter but without prejudice to any other right of the Vendor as provided in this Contract or otherwise pay to the Vendor interest on the balance of the purchase price under this Contract at the rate of 10% per annum calculated on a daily basis for the period commencing on the day following the expiration of the period within which this Contract is to be completed as stipulated in this Contract and continuing up to and including the date of completion. All such interest is payable in addition to any other monies payable under this Contract and shall be paid on completion and the rights of the Vendor under this Clause shall not merge on completion. Should the vendor issue a Notice to Complete then the purchaser will pay the vendor's solicitor in completion an amount of \$440.00 as consequence of the delay in completion and for additional legal costs incurred by preparing, issuing and serving such notice.

5. Real Estate Agent

The Purchaser hereby warrants and acknowledges that he did not approach any Real Estate or other Agent in connection with the purchase of the property nor did he learn of the proposed sale of the property from any Real Estate or other Agent other than the Vendor's agent so described in this Contract and that he was in no way induced to purchase same, nor was he introduced to the Vendor, as a result of any efforts or services performed by or behalf of any Real Estate or other Agent or services

performed by or on behalf of any Real Estate or other Agent other than the Vendor's agent so described in this Contract. This warranty and acknowledgment shall continue to be binding on the Purchaser after execution of and after registration of the assurance of the property pursuant to this Contract and shall not be extinguished by such execution and registration nor affected by the fact that a covenant to the same effect is not contained in the said assurance.

6. **Notice to Complete**

The Vendor and the Purchaser agree that should any event arise entitling either party to issue a Notice to Complete then either party shall be entitled to serve such a Notice on the other party requiring that party to complete the Contract within a period of fourteen (14) days from the service of such notice (making the time of the essence in this regard). The said period of fourteen (14) days shall be and be deemed to be a proper and reasonable time.

7. **Service**

In addition to the methods provided in Condition 20.6, service of any notice under or relating to this Contract may be effected and shall be sufficient service on a party and that party's solicitor if transmitted by facsimile transmission. A transmission concluded after 5:00pm on any business day shall be deemed to have been received on the next business day.

8. **Release of Deposit**

In the event the Vendor is purchasing another property, the Purchaser agrees to release to the Vendor the deposit or so much of the deposit as is required for use by the Vendor as a deposit on the purchase of another property and or to complete that purchase. The Vendor warrants upon release of the deposit in accordance with the terms of this Special Condition such deposit will be paid only to the Trust Account of an Agent or Solicitor.

9. **Foreign Acquisition**

The Purchaser warrants that:-

- (a) the Purchaser is not a "foreign person" within the meaning of Section 21A of the Foreign Acquisitions and Takeovers Act as the meaning of that expression is extended by the operation of sub-section 4(6) of that Act, and
- (b) the Purchaser is not a "person to whom this section applies" within the meaning of that expression in Section 26A of the Foreign Acquisitions and Takeovers Act as that section is affected by Section 5A of that Act.

10. **Notice/Work By Local Council**

The Vendor may rescind this Contract should he be unwilling to comply with any notice or work order issued by the Local Council and Clause 19 shall then apply and the Purchaser shall have no entitlement to damages.

11. **Deposit Less Than 10%**

In the event that the Purchaser pays less than ten percent (10%) of the purchase price as deposit then if the Purchaser commits a default hereunder the whole of the 10% deposit shall become due and payable notwithstanding that this Contract is not completed. This clause shall not merge on completion and the Vendor shall be entitled to sue for recovery of so much of the 10% deposit that remains outstanding as a debt due by the Purchaser to the Vendor.

12. **Land Tax**

Notwithstanding any provision to the contrary, land tax shall be adjusted between the parties. The purchaser shall pay land tax adjusted as follows: $(D \times TV \times TR/365)$, "D" is being the number of days from the completion date until the end of the current rating year, "TV" being the taxable value of this property, and "TR" being 1.6%. If this property (or part of it) has no separate taxable value, land tax shall be adjusted by calculating its taxable value on a proportional area basis.

13. **Vendor Statement**

The vendor states that any Building situated on the land complies with Division 7A of Part 9 of the Environmental Planning and Assessment Regulation 2000, being the requirement to install smoke alarms (or heat alarms in certain circumstances).

14. **Building Certificate**

In consideration of the vendor agreeing to accept the price offered by the purchaser for the purchaser to buy the land and improvements thereon, the purchaser shall not be entitled to apply for a Building Certificate from the Council and the purchaser shall not require the vendor to consent to such an application. This is an essential term of this agreement.

15. The words "to obtain any certificate or report reasonably required" are deleted from clause 12.1 of this agreement as are clauses 12.2, 12.2.1 and 12.2.2. This does not preclude the purchaser from undertaking a pre purchase pest and or building report, a survey report or a valuation report.

16. **Settlement Cancellation Fee**

If settlement of this matter does not take place at the first scheduled settlement has been cancelled without Vendor's fault, the Purchaser must pay rescheduled fee of \$150.00 for each rescheduled settlement to the vendor as Vendor's legal cost. The purchaser agrees that the sum of \$150.00 is a genuine pre-estimate of the additional expenses and it is essential term of this contract that such amount must be adjusted on the settlement sheet and paid on settlement.

17. **Completion Venue**

If the purchaser requires settlement at a place other than the place nominated by the vendor, the purchaser agrees to pay the vendor's agency fee of \$125.00 and the outgoing mortgagee's reasonable costs for attending settlement which sum will be adjusted at settlement.

18. Clause 7.1.1 is amended by the deletion of the words '5% of the price' and the insertion of '\$1.00' in their place.

19. Covid 19

19.1 For the benefit of both vendor and purchaser and notwithstanding the completion date on the front page of the contract for sale, should the party in occupation:

- (a) Contract the Covid- 19 virus;
- (b) Be placed into isolation in the property;
- (c) Be directed to self-isolate in the property; or
- (d) Need to care for an immediate member of their household or family who is directly affected by matters (a)-(c) above.

The parties to this Contract agree that the following provisions shall apply and that NO Notice to Complete shall be issued by either party during the periods set out in 19.1.1 and 19.1.2 below:

19.1.1 In the event that the vendor being placed into lockdown, contracting the Covid-19 virus or in the event that they are needing to care for an immediate family members who has contracted the Covid-19 virus, settlement shall take place seven (7) days from the date receipt written confirmation that the vendor affected has been medically cleared by a general practitioner or other medical specialist.

19.1.2 In the event that the vendor is placed into lockdown/isolation or is directed to self-isolate, or in the event that they are needing to care for an immediate member of their household, or family who has been placed into isolation, or being directed to self-isolate, completion shall be due to take place the later of the following:

- 19.1.2(i) 21 days from the date in which the vendor affected is placed into lockdown/isolation or has been directed to self-isolate;
- 19.1.2(ii) 7 days from the date of receipt of written confirmation that the vendor is cleared by a general practitioner or other medical specialist.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 700/1231734

SEARCH DATE	TIME	EDITION NO	DATE
19/8/2025	12:38 PM	3	26/2/2021

LAND

LOT 700 IN DEPOSITED PLAN 1231734
AT TURRELLA
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1231734

FIRST SCHEDULE

ABOU GHADA COMPANY PTY LIMITED

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
- 3 NOTIFICATION IN GOVERNMENT GAZETTE DATED 11.06.1926 FOL 2515 EASEMENT FOR SEWERAGE 3.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 B954994 EASEMENT 3.05 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1231734 POSITIVE COVENANT
- 6 DP1231734 EASEMENT FOR DRAINAGE OF WATER 2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 AQ833475 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

CRESS-ECRESSY-abou-ghaid

PRINTED ON 19/8/2025

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

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

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

Date and Time of Search: Tue Aug 19 12:38:03 2025

**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT AND EASEMENT
 INTENDED TO BE CREATED AND EASEMENTS TO BE PARTIALLY RELEASED
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED**

Sheet 1 of 4



DP1231734 B

Plan of Subdivision of Lot 1 in
 DP 1180909
 Covered by Council Clerk's Certificate
 No:2017/5.....
 Dated:03.03.2017.....

**Full name & address of
 Proprietor of the land:**

Abou Ghaida Company Pty Ltd &
 Helal Abou-Ghaida & Margaret Nehme
 22a Francis Street
 CARLTON NSW 2218

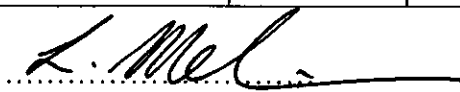
Part 1 (Creation)

Number of Item shown in the intention panel on the plan	Identity of Positive Covenant & Easement to be created, referred to in the plan	Burdened Lot(s)	Benefitted Lot/Authority
1	Positive Covenant	700/701	Bayside Council
2	Easement for Drainage of Water 2 Wide	700	701

Part 1A (Partial Release)

Number of Item shown in the intention panel on the plan	Identity of Easements to be partially released, referred to in the plan	Burdened Lot	Benefitted Lot to be Released
1	Right of Carriageway (1.5 Wide) (DP1180909)	Lot 2 DP1180909	Part Lot 1 DP 1180909 now being Lot 700
2	Easement for Services (1.5 Wide) (DP1180909)	Lot 2 DP1180909	Part Lot 1 DP 1180909 now being Lot 700
3	Easement for Placement and Operation of Gate (1.5 Wide) (DP1180909)	Lot 2 DP1180909	Part Lot 1 DP 1180909 now being Lot 700

Approved by Bayside Council


 Authorised Officer



**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT AND EASEMENT
INTENDED TO BE CREATED AND EASEMENTS TO BE PARTIALLY RELEASED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED**

Sheet 2 of 4

DP1231734

Plan of Subdivision of Lot 1 in
DP 1180909
Covered by Council Clerk's Certificate
No:2017/5.....
Dated:03.03.2017.....

PART 2

Terms of the Positive Covenant Numbered 1 in the Plan

The registered proprietor covenants as follows with the Council in respect to the structure erected on the land described as "on-site stormwater detention system" (which expression includes all ancillary gutters, pipes, drains, pumps, walls, kerbs, pits, grates, tanks, rainwater tanks, chambers, basins and surfaces designed to temporarily detain storm water) shown on plans approved by the Council (hereinafter called "the system").

1. The registered proprietor will:

- a) Permit stormwater to be temporarily detained by the system;
- b) Keep the system clean and free of silt, rubbish and debris;
- c) Maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner and in doing so complete the same within the time and in the manner specified in written notice issued by the Council;
- d) Carry out the matters referred to in paragraph (b) and (c) at the proprietor's expense;
- e) Not make any alterations to the system or elements thereof without prior consent in writing of the Council;
- f) Permit the Council or its authorized agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause;
- g) Comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.

2. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 1 the Council or its authorized agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the registered proprietor the cost of liaison with the proprietor and the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Approved by Bayside Council

.....
Authorised Officer



**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT AND EASEMENT
INTENDED TO BE CREATED AND EASEMENTS TO BE PARTIALLY RELEASED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED**

Sheet 3 of 4

DP1231734

Plan of Subdivision of Lot 1 in
DP 1180909
Covered by Council Clerk's Certificate
No: 2017/5
Dated: 03.03.2017

**Name of authority whose consent is required to release, vary or modify the Positive Covenant
referred to in the abovementioned plan:**

BAYSIDE COUNCIL

The Common Seal of Abou Ghaida Company Ltd)
ACN 087717002, was hereunto (resolution)
of the directors in the presence of: PTY LTD



HEMAL ABOL - GHADA.....
Sole Director Secretary

Signed in my presence by

HEMAL ABOL - GHADA
who is personally known to me.

Witness X Bilal Abou - Ghaida

Name of Witness (BLOCK LETTERS)

BILAL ABOL - GHADA
Address and Occupation of Witness

1 THE GRAND PDE BRIGHTON
LE - SANDS 2216 (SYDNEY
UNISTUDENT)

Signed in my presence by
Margaret Nehme

who is personally known to me.

Witness X Bilal Abou - Ghaida

Name of Witness (BLOCK LETTERS)

BILAL ABOL - GHADA
Address and Occupation of Witness

1 THE GRAND PDE BRIGHTON
LE - SANDS 2216 (SYD UNI
STUDENT)

Approved by Bayside Council


Authorised Officer

HEMAL ABOL - GHADA

1 THE GRAND PDE
BRIGHTON LE - SANDS 2216

1 The Grand Pde
Brighton Le - Sands
2216



**INSTRUMENT SETTING OUT TERMS OF POSITIVE COVENANT AND EASEMENT
INTENDED TO BE CREATED AND EASEMENTS TO BE PARTIALLY RELEASED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED**

Sheet 4 of 4

DP1231734

Plan of Subdivision of Lot 1 in
DP 1180909
Covered by Council Clerk's Certificate
No: 2017/5
Dated: 03.03.2017

Approved by Bayside Council by its authorised delegate pursuant to S.377 Local Government Act 1919.

Name of delegate Luis Melim

Signature of delegate 

I certify that I am an eligible witness and that the delegate signed in my presence.

Name Michael Maloof

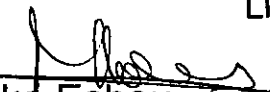
Signature 

Address 2 Bryant St Rockdale

Date 8 May 2017

Signed at Sydney the 17th day of
JUNE 20 17 For Commonwealth
Bank Of Australia ABN 48 123 123 124 by its
Duly appointed Attorney under Power of
Attorney Book 4297 No 297

Witness


Monika Eshou

150 George Street Parramatta NSW 2150

Approved by Bayside Council


Authorised Officer

REGISTERED



04.07.2017

95019 7.29 St 4051

CONSENT OF MORTGAGEE.

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

Dated at *this* *19* day of *19* }
Signed in my presence by *Mortgagee.*
who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

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

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

Signed at *the* day of *19*
Signed at the place and on the date above-mentioned, in the presence of— }

FORM OF DECLARATION BY ATTESTING WITNESS.^k

Appeared before me at *the* day of *one thousand*
nine hundred and twenty 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.*

i This form is not appropriate in cases of delegation under Trustees Delegation Powers Act, 1915, the Execution of (War Facilities) Act, 1917.

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

k May be made before either Registrar-General, Deputy Registrar-General, Notary Public, Justice of the Peace, Commissioner for Affidavits. Not required if the instrument itself is made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER *and grant*
of
of

Acres *roods* perches.
Part of lots 9 & 10, Sec 3 of Tempe
House and Grounds Estate
Shire *Rockdale*
Municipality
Parish *St George* County
The Metropolitan Water Sewerage and
Drainage Board. Transferree.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol *4378* Fol. *188*

the *4th* day of *April* 19*30*
at *minutes* *3* o'clock in the *after* noon.

Registrar-General



B

954994

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records	<i>26/3</i>	<i>AS</i>
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
Vol. <i>4378</i>		FOL. <i>188</i>
Diagram Fees		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of 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.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are :—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

B954994

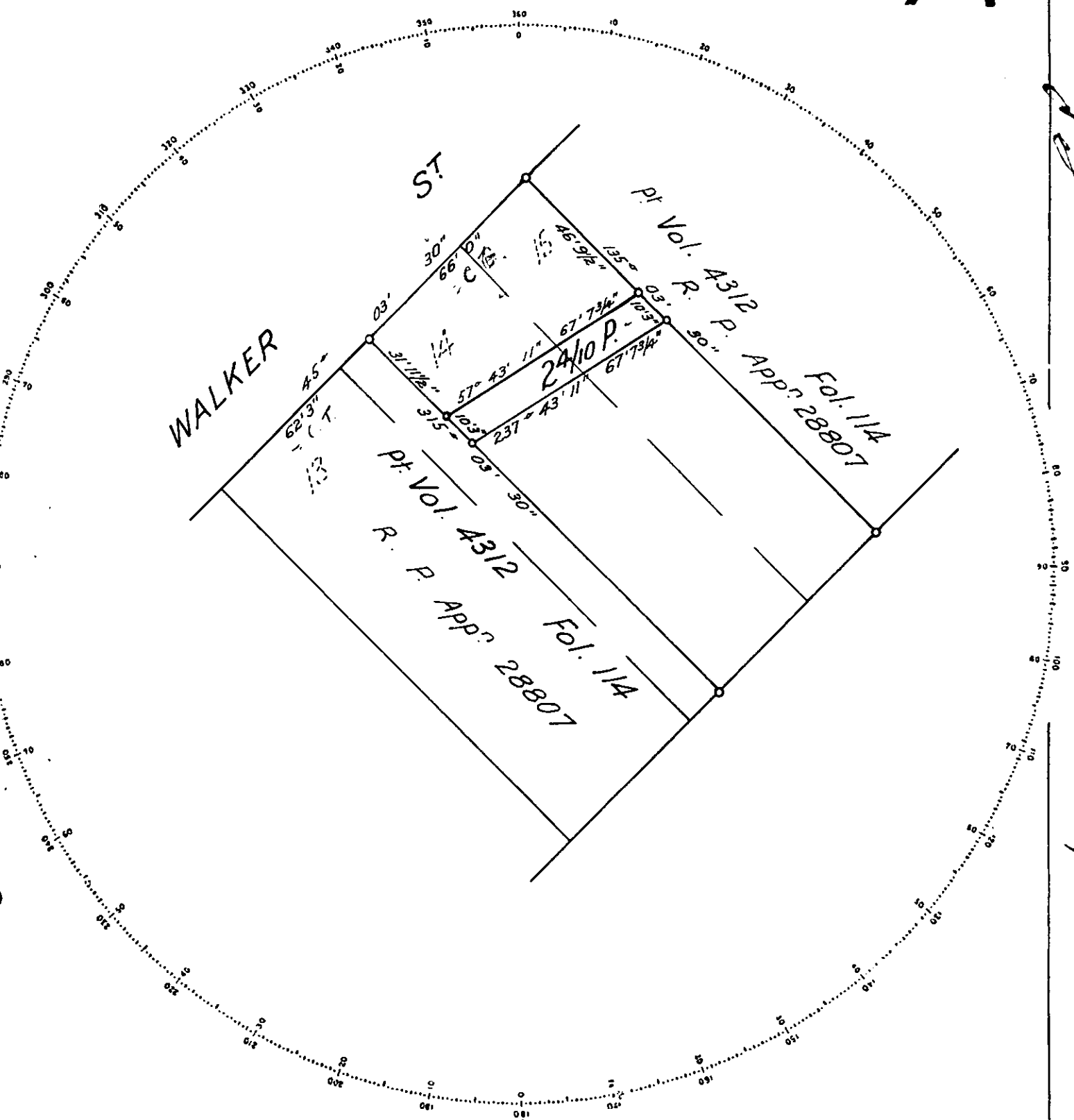
Plan Form No. 7 (for compilations)

Municipality of Rockdale
Shire of

M.A.M.
PLAN

of part of the land within Crown Grant Vol. 4312 Fol. 114
Parish of St. George County of Cumberland
Scale 40 feet to an Inch.

A



E. Pearce

Signatures of parties to be made in this margin.

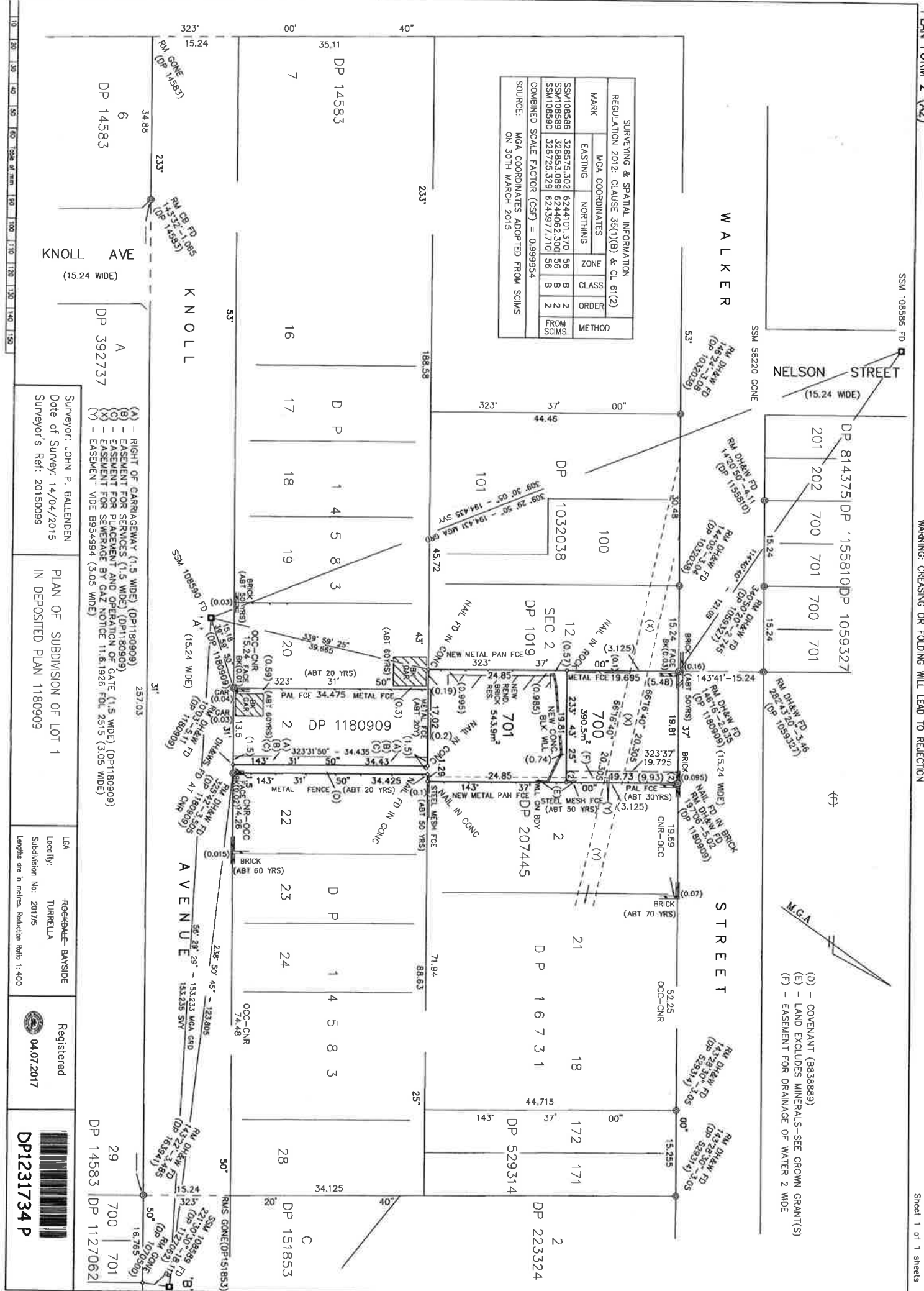
W. H. Pearce

This is the plan marked "A" referred to in transfer
Dated 14th January 1930.

I certify that this plan has been compiled from the information shown on
Ct. Vol. 4312, Fol. 114 & R. P. App. 28807 and is correct for the purposes of
the Real Property Act.

Eric G. Holdsworth.
Licensed Surveyor.

20/30 20/30



PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered:  04.07.2017

Title System: TORRENS

Purpose: SUBDIVISION



DP1231734 S

PLAN OF SUBDIVISION OF LOT 1 IN
DP 1180909

LGA: ~~ROCKDALE~~ BAYSIDE
Locality: TURELLA
Parish: ST GEORGE
County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, (Authorised Officer) in
approving this plan certify that all necessary approvals in regard to the
allocation of the land shown herein have been given.

Signature:

Date:

File Number:

Office:

Survey Certificate

I, JOHN BALLENDEN.....
of C1/102-106 BOYCE ROAD, MAROUBRA NSW 2035
a surveyor registered under the *Surveying and Spatial Information Act*
2002, certify that:

*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 14.04.2015.

*(b) The part of the land shown in the plan ("being" excluding)
was surveyed in accordance with the *Surveying and Spatial*
Information Regulation 2012, is accurate and the survey was
completed on the part not surveyed was compiled
~~in accordance with that Regulation.~~

*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.

Signature: J.P. Ballenden Dated: 1.5.2015

Surveyor ID: 427

Datum Line: 'A' - 'B'

Type: *Urban/*Rural

The terrain is *Level-Undulating /*Steep-Mountainous.

*Strike through if inapplicable.

*Specify the land actually surveyed or specify any land shown in the plan that
is not the subject of the survey.

Subdivision Certificate
LUIS MELIM
I,
*Authorised Person/*General Manager/*Accredited Certifier, certify that
the provisions of s.109J of the *Environmental Planning and*
Assessment Act 1979 have been satisfied in relation to the proposed
subdivision, new road or reserve set out herein.

Signature: L. Melim

Accreditation number:

Consent Authority: Bayside Council

Date of endorsement: 3/03/17

Subdivision Certificate number: SC-2017/5

File number: DA-2012/19

*Strike through if inapplicable.

Statements of intention to dedicate public roads, create public reserves
and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/compilation.

DP 1180909 DP 16731
DP 207445 DP 1155810
DP 14583 DP 392737
DP 1032038 DP 1019
DP 1127062
DP 1070500
DP 151853
DP 529314

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on
PLAN FORM 6A

Surveyor's Reference: 20150099

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only
Registered:  04.07.2017

Office Use Only

PLAN OF SUBDIVISION OF LOT 1 IN DP
1180909

DP1231734

Subdivision Certificate number: SC-2017/5
Date of Endorsement: 3/03/17

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Pursuant to Section 88B of the Conveyancing Act, 1919, as amended, it is intended to:

Create:

1. Positive Covenant
2. Easement for Drainage of Water 2 Wide

Signed in my presence
by HELAL ABOU-GHAIDA
who is personally known
to me

WITNESS:
EDWARD JOHN
CRESSY
18116 NELSON ST
FAIRFIELD NSW


HELAL ABOU-GHAIDA

Partially Release:

1. Right of Carriageway (1.5 Wide) (DP1180909)
2. Easement for Services (1.5 Wide) (DP1180909)
3. Easement for Placement and Operation of Gate (1.5 Wide) (DP1180909)

LOT 700 - 29 Walker Street, Turrella
LOT 701 - 42a Knoll Avenue, Turrella

Signed in my presence
by MARGARET NEHME
who is personally known Margaret
to me

Witness
Sign

WITNESS: 
NAME AND ADDRESS: BILAL ABOU-GHAIDA
1 THE GRAND PDE BELMONT
LE SANDS 2216

Signed at Sydney the 11th day of
January 2016 For Commonwealth
Bank Of Australia ABN 48 123 123 124 by its
Duly appointed Attorney under Power of
Attorney Book 4297 No 297

Witness 

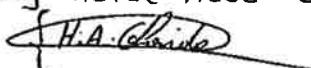
Luk Ting Lung

150 George Street Parramatta NSW 2150

Joanna Burn

Executed by Abou Ghaida Company Pty Ltd
ACN 087 717 002

by Helal Abou-Ghaida



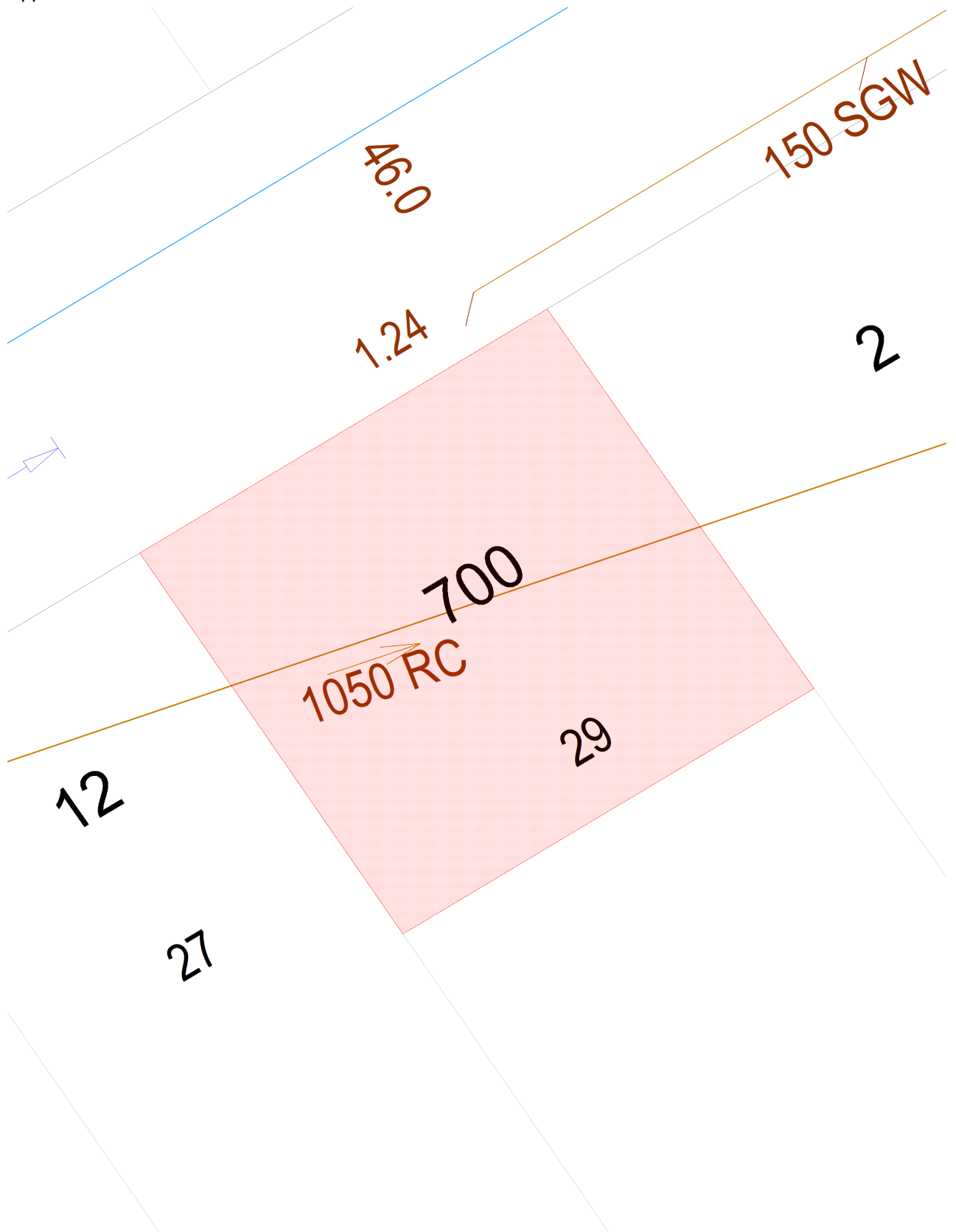
Sole Director and Secretary
HELAL ABOU-GHAIDA

If space is insufficient use additional annexure sheet

Surveyor's Reference: 20150099

Service Location Print

Application Number: 8004557246



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

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

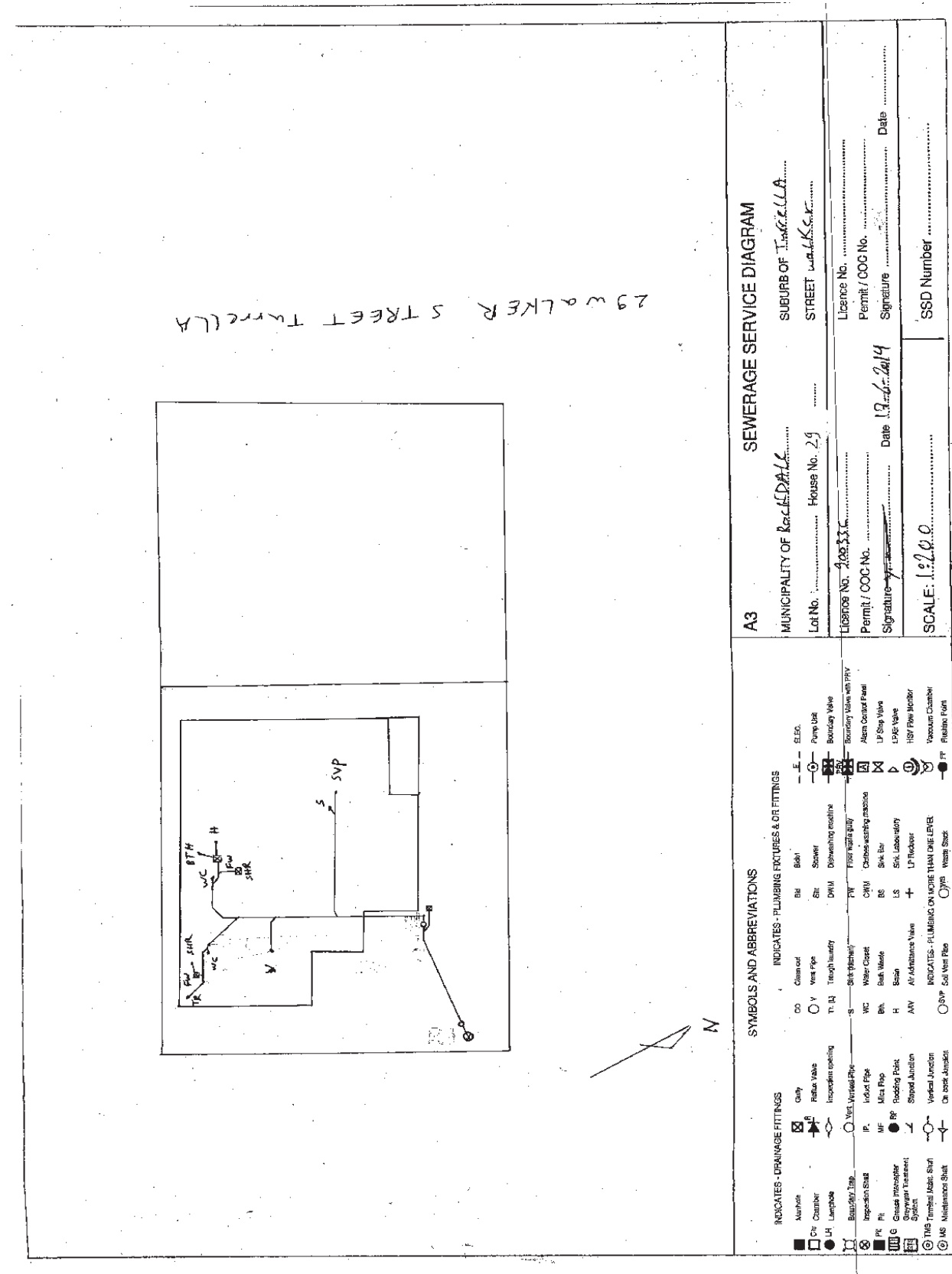
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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**.

Sewer Service Diagram

Application Number: 8004557235



Document generated at 19-08-2025 02:30:57 PM

Disclaimer

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

19 August 2025

Our Ref: Certificate No. 84638
Contact: Customer Service 1300 581 299

Hazlett Information Services
GPO BOX 96
SYDNEY NSW 2001

Dear Sir/Madam

Following is your planning certificate issued under section 10.7 (2) of the Environmental Planning and Assessment Act 1979.

This Section 10.7 Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from Council's records as they existed at the date of this Certificate.

Should you have any enquiries, please contact the Council's Customer Service Centre on 1300 581 299.

SECTION 10.7 PLANNING CERTIFICATE

(under section 10.7 of the Environmental Planning and Assessment Act 1979)

ISSUED TO:

Hazlett Information Services
GPO BOX 96
SYDNEY NSW 2001

Council: Bayside
County: Cumberland
Parish: St George

Fee: 71.00
Receipt No: 5931959
Receipt Date: 19 August 2025
Your Ref: CRESS.108066:104685

PROPERTY: 29 WALKER STREET, TURRELLA NSW 2205

Lot 700 DP 1231734

FI

Assessment No: 83636

Date: 19 August 2025



For
Meredith Wallace
General Manager

Rockdale Customer Service Centre
444-446 Princes Highway
Rockdale NSW 2216, Australia
ABN 80 690 785 443

Eastgardens Customer Service Centre
Westfield Eastgardens
152 Bunnerong Road
Eastgardens NSW 2036, Australia
ABN 80 690 785 443

T 1300 581 299 | 02 9562 1666
E council@bayside.nsw.gov.au
W www.bayside.nsw.gov.au

Postal address: PO Box 21, Rockdale NSW 2216



Telephone Interpreter Services - 131 450

Τηλεφωνικές Υπηρεσίες Διερμηνέων

بخدمه الترجمة الهاتفية

電話傳譯服務處

Служба за преведување по телефон

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Notes: (1) Where this certificate refers to a specific allotment (or allotments) within a strata plan the certificate is issued for the whole of the land within the strata plan, not just the specific allotment or allotments referred to, and any information contained in the certificate may relate to the whole or any part of the strata plan.

1 Names of relevant planning instruments and development control plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

Bayside Local Environmental Plan 2021

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

Bayside Development Control Plan 2022

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

State Environmental Planning Policy (Housing) Amendment (Manufactured Home Estates, Caravan Parks and Camping Grounds) 2023

State Environmental Planning Policy Explanation of Intended Effect
Amendments to the:
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for
outdoor dining on private land and at registered clubs; and
Standard Instrument – Principal Local Environmental Plan 2006 to include a new floor space bonus clause for new developments to include music venues

Explanation of Intended Effect Changes to Deter Illegal Tree and Vegetation Clearing

Explanation of Intended Effect: Improving Planning Processes to Deliver Infrastructure Faster

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for a series of proposed reforms, which propose changes to:

- *State Environmental Planning Policy (Transport and Infrastructure) 2021* (T&I SEPP); and
- *State Environmental Planning Policy (Planning Systems) 2021* (Planning Systems SEPP).

Proposed changes to the T&I SEPP

Changes are proposed to the following sections of the T&I SEPP:

Educational establishments; Health services facilities; National Parks and Wildlife Service Land; Electricity generating works and solar energy; Greater Sydney Parklands; Emergency services facilities; Water treatment facilities; Water storage facilities; Infrastructure in coastal areas; Demolition of buildings; Temporary structures on parks and other public reserves; Electric vehicle charging units; Research and monitoring stations; Three ports planning controls; Moorebank Freight Intermodal Precinct; Australian Botanic Gardens – Mount Annan; Other changes, including a proposed restructure of the SEPP.

The proposed changes aim to:

- make it easier to deliver infrastructure at the right time, including speeding up projects that benefit the community, create jobs and support economic growth;
- do so in a way that protects residential amenity, the environment and heritage items from any impacts of this deliver;
- help ensure a consistent approach between different infrastructure activities with similar characteristics and impacts; and
- improve the usability of the SEPP.

Proposed changes to the Planning Systems SEPP

A proposed amendment to the Planning Systems SEPP alters the planning approval pathways for Water Treatment Facilities. The proposed change seeks to deliver essential infrastructure more efficiently while maintaining an appropriate level of environmental assessment.

DPHI is exhibiting this EIE in line with its Community Participation Plan, which aims to involve more people in decisions about the NSW planning system.

For more information and to make a submission on the proposed changes please visit the Have your say website on the NSW Planning Portal, available here:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-improving-planning-processes-deliver-infrastructure-faster>

Public exhibition concluded on **Tuesday 16 April 2024**.

Explanation of Intended Effect: Complying Development for Farm Buildings, Rural Sheds and Earthworks

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on

public exhibition an Explanation of Intended Effect (EIE) for changes to the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. The changes include allowing some Complying Development Codes to apply to land identified as Acid Sulfate Soils Class 2 if a suitably qualified expert certifies that an Acid Sulfate Soils Management Plan is not required. This change would affect several Complying Development Codes that presently apply within Bayside, including the:

- Housing Code,
- Low Rise Housing Diversity Code, and
- Industrial and Business Buildings Code

Further changes are proposed, but these are not expected to apply to any land in the Bayside LGA.

For more information and to provide feedback to DPHI, please access the consultation website on the NSW Planning Portal here:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/proposed-changes-complying-development-farm-buildings-rural-sheds-and-earthworks>

Public exhibition concluded on Friday **14 June 2024**.

Planning Proposal – Medium Density Residential Uses

On 10 November 2023, Council received a Gateway Determination to make amendments to the *Bayside Local Environmental Plan 2021* to land zoned R3 Medium Density Residential to facilitate development of new homes.

This proposal seeks to:

- **Increase the maximum Floor Space Ratio (FSR)** from 0.6:1 to 0.7:1, and
- **Introduce a new provision** stating that Clause 4.1 will not apply to the subdivision of land in Zone R3 on which the erection of Multi-Dwelling Housing or Attached Dwellings have been approved or are proposed.

For more information and to provide feedback, access Council's Have Your Say Page, available here: <https://haveyoursay.bayside.nsw.gov.au/planning-proposal-medium-density-residential-uses>

Public exhibition concluded on **Monday 11 November 2024**.

Explanation of Intended Effect: Cultural State Environmental Planning Policy (SEPP).

The NSW Department of Planning, Housing and Infrastructure (DPHI) have placed on public exhibition an Explanation of Intended Effect (EIE) for a series of proposed reforms to various Environmental Planning Instruments (EPIs) for the following purposes:

Current planning pathways

- Expand the non-refusal standards for different types of entertainment
- Develop new model conditions of consent for entertainment

Events

- Increase development standards for temporary structures used at community

- events
- Support events at major precincts by enabling more events across new and existing sites
- Support Vivid Sydney with exempt development standards for the temporary light and sound structures
- Allow temporary extended trading hours for unlicensed businesses during special events
- Support events in town halls

Outdoor dining and food trucks

- Investigate providing outdoor music and outdoor dining patron increases using exempt development
- Extend exempt development pathways to make outdoor dining easier at farm gate premises
- Improve provisions for food trucks in residential and conservation zones, and investigate measures for food businesses using shipping containers

Changes to the Business and Industrial Codes in the Codes SEPP

- Allow a change of use in the SP4 enterprise zone
- Development standards to retrofit bike rails and bike lockers in existing buildings

For more information and to make a submission on the proposed changes please visit the Have your say website on the NSW Planning Portal, available here:

<https://www.planningportal.nsw.gov.au/draftplans/exhibition/explanation-intended-effect-cultural-state-environmental-planning-policy-sepp>

Public exhibition concluded on **Friday 7 February 2025**.

No draft Development Control Plan applies to the land.

- (3) **Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—**
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) **In this section—**
proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2 Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) the identity of the zone, whether by reference to—
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,

- (b) **the purposes for which development in the zone—**
(i) may be carried out without development consent, and
(ii) may not be carried out except with development consent, and
(iii) is prohibited,

The following zone or zones apply under the environmental planning instrument or draft environmental planning instrument referred to in section 1(1):

Zone R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure land uses are carried out in a context and setting that minimises impact on the character and amenity of the area.
- To enable residential development in accessible locations to maximise public transport patronage and encourage walking and cycling.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Home industries; Hostels; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water supply systems

4 Prohibited

Any other development not specified in item 2 or 3

- (c) **whether additional permitted uses apply to the land,**

No additional permitted uses apply to the land.

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

No development standards apply to the land that fixes minimum land dimensions for the erection of a dwelling house.

Note: The above information does not imply that the erection of a dwelling-house is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

- (e) **whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*,**

The land **is not** in an area of outstanding biodiversity value.

(f) whether the land is in a conservation area, however described,

The land **is not** in a conservation area.

(g) whether an item of environmental heritage, however described, is located on the land.

There is **no such item** situated on the land.

3 Contributions plans

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

Rockdale Section 94A Development Contributions Plan 2008
Rockdale Section 94 Contributions Plan 2004

Note: If land is within the former Rockdale City Local Government Area, the *Rockdale Section 94 Contributions Plan (Amendment No 4)* and *Rockdale Section 94 Contributions Plan 1998* will continue to apply to all Development Applications and applications for Complying Development Certificates made prior to 1 June 2004.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4—
(a) the name of the region, and
(b) the name of the Ministerial planning order in which the region is identified.

The land is within the Greater Sydney region. The *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024* applies to this land.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

(4) In this section—
***continued 7.23 determination* means a 7.23 determination that—**
(a) has been continued in force by the Act, Schedule 4, Part 1, and
(b) has not been repealed as provided by that part.

The land is not within a special contributions area to which a continued 7.23 determination applies.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4 Complying development

(1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

(2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
- (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code

Complying development **may be** carried out on the land under the above code.

Inland Code

Complying development **may be** carried out on the land under the above code.

Low Rise Housing Diversity Code

Complying development **may be** carried out on the land under the above code.

Pattern Book Development Code

Complying development **may be** carried out on the land under the above code.

Rural Housing Code

Complying development **may be** carried out on the land under the above code.

Greenfield Housing Code

Complying development **may be** carried out on the land under the above code.

Industrial and Business Buildings Code

Complying development **may be** carried out on the land under the above code.

Housing Alterations Code

Complying development **may be** carried out on the land under the above code.

General Development Code

Complying development **may be** carried out on the land under the above code.

Industrial and Business Alterations Code

Complying development **may be** carried out on the land under the above code.

Container Recycling Facilities Code

Complying development **may be** carried out on the land under the above code.

Subdivisions Code

Complying development **may be** carried out on the land under the above code.

Demolition Code

Complying development **may be** carried out on the land under the above code.

Fire Safety Code

Complying development **may be** carried out on the land under the above code.

Notes:

(1) If a reference is made to "part of the land", Complying Development **may be** carried out on the portion of the land not subject to such a restriction.

(2) This certificate only addresses matters raised in Clause 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is your responsibility to ensure that you comply with any other general requirements of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

5 Exempt development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code

Exempt development **may be** carried out on the land under the above code.

Advertising and Signage Exempt Development Code

Exempt development **may be** carried out on the land under the above code.

Temporary Uses and Structures Exempt Development Code

Exempt development **may be** carried out on the land under the above code.

6 Affected building notices and building product rectification orders

- (1) Whether the council is aware that—
 - (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section—

affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.

building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

Council **is not aware of an issue** of a notice of intention or order pertaining to building product rectification works (Building Products Safety Act 2017).

7 Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

The land **is not affected** by any provision in an environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument that provides for the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8 Road widening and road realignment

**Whether the land is affected by road widening or road realignment under—
(a) the *Roads Act 1993*, Part 3, Division 2, or**

The land **is not affected by** any road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*.

(b) An environmental planning instrument, or

The land **is not affected by** any road widening or road realignment under any environmental planning instrument.

(c) A resolution of the council

The land **is not affected by** any road widening or road realignment under any resolution of the Council.

9 Flood related development controls

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

No – The land or part of the land either:

- **is not** within the flood planning area and **is not** subject to flood related development controls, or
- **is** within the flood planning area but **is not** subject to flood related development controls.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No – The land or part of the land either:

- **is not** between the flood planning area and the probable maximum flood and **is not** subject to flood related development controls, or
- **is** between the flood planning area and the probable maximum flood but **is not** subject to flood related development controls.

Note:

(1) The answers above do not imply that the development referred to is necessarily permissible on the land to which this certificate applies. Refer to the relevant local environmental plan, deemed environmental planning instrument or draft local environmental plan applying to the land to confirm this.

(2) Council is not in a position to identify whether the information provided under section 9 relates to a current or future hazard as defined in Planning Circular PS 14-003.

- (3) In this section—
flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the *Flood Risk Management Manual*.

10 Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.
- (2) In this section—
adopted policy means a policy adopted—
(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

Contaminated Land Policy

Former City of Rockdale Council adopted by resolution a policy on contaminated land that may restrict the development of the land. This policy does not specifically identify the subject land (or any other land) as contaminated. The policy does, however, apply to all land in the former City of Rockdale. This policy is implemented when zoning or land use changes are proposed on lands that have previously been used for certain purposes. Consideration of the Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Clause 6.1 of the Bayside Local Environmental Plan 2021 - Acid Sulfate Soils
Bayside Development Control Plan 2022 – provisions of Section 3.11 - Contamination

Note: Unless indicated here, the Council **has not** adopted a policy to restrict the development of this land by reason of the risk of land slip. However, further information is available, and will be provided in "Advice under Section 10.7 (5)" if a full certificate is purchased from the Council.

11 Bush fire prone land

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

The land **is not** bush fire prone land.

12 Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect.

The land **is not** so listed.

13 Mine subsidence

Whether the land is declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

The land **is not** so proclaimed.

14 Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that –
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.
- (2) The date of a subdivision order that applies to the land.
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

The land **is not** so affected.

15 Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

The land **is not** land to which a property vegetation plan applies.

16 Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

Note— Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.

The land **is not** subject to any such agreement.

17 Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

Note: Biodiversity certified land includes land certified under the *Threatened Species Conservation Act 1995*, Part 7AA that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.

The land **is not** biodiversity certified land.

18 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

The land **is not** subject to such an order.

19 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

- (1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.
- (2) In this section—
existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note— Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groyne and beach nourishment, that existed before 1 January 2011.

The land **is not** subject to annual charges.

20 Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

The land **is not** subject to the *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4.

21 Development consent conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).

The land **is not** subject to any such statement.

22 Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate—
 - (a) the period for which the certificate is current, and
 - (b) that a copy may be obtained from the Department.

The land **is not** subject to any such certificate.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1).

The land is **not** subject to any such statement.

- (3) Any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1).

The land is **not** subject to any such statement.

- (4) In this section—
former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23 Water or sewerage services

If water or sewerage services are, or are to be provided to the land under the *Water Industry Competition Act 2006*, a statement to that effect.

Note— A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to the approvals and licenses necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Council has not been advised of any water or sewerage services that are, or are to be provided to the land under the *Water Industry Competition Act 2006*. Property purchasers are directed to check the IPART website for further information:

<https://www.ipart.nsw.gov.au/Home/About-IPART/Governing-Legislation/Water-Industry-Competition-Act-2006>

24 Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

The land or part of the land is **not** in a special entertainment precinct.

Section 59(2) Contaminated Land Management Act 1997

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) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act—if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued;

Not applicable

(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued;

Not applicable

(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act—if it is the subject of such an approved proposal at the date when the certificate is issued;

Not applicable

(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued; and

Not applicable

(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act—if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Not applicable

[End of information under section 10.7 (2)]

IMPORTANT NOTICE TO PURCHASERS

ALTERATIONS AND ADDITIONS TO BUILDINGS

Purchasers are reminded that it is necessary to obtain development consent from the Council prior to carrying out any building alterations or additions, including brick reskinning, replacing windows or internal alterations, or for the demolition of any building, unless the proposed work is specifically exempted by *Bayside Local Environmental Plan 2021* or *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. All other building work does require the Council's approval.

Should you require any information or advice for any building work that you propose to undertake please contact the Council's Customer Service Centre on 1800 581 299.

LIST OF MATTERS ON WHICH ADVICE WILL BE PROVIDED BY THE COUNCIL UNDER SECTION 10.7 (5)

The Council will provide advice on the following additional matters not included in this Planning Certificate under section 10.7 (2) upon application for a full certificate and payment of the \$174 fee. The Council cannot issue advice under section 10.7 (5) separately.

- A Whether or not the Council has information which would indicate that the land is subject to the risk of flooding or tidal inundation for a 1% annual exceedance probability (AEP) (1 in 100 year) event.
- B Whether or not the Council has information which would indicate that the land is subject to slip or subsidence.
- C Whether or not the land is in the vicinity of a heritage item or heritage conservation area identified in an environmental planning instrument or a proposed heritage item or proposed heritage conservation area identified in a draft Local Environmental Plan.
- D Whether or not a planning agreement entered into under Subdivision 2 of Division 7.1 of Part 7 of the Environmental Planning and Assessment Act 1979 currently applies to the land (but only if, where the Council is not a party to the agreement, information about the agreement has been provided to the Council)
- E Details of the Annual Noise Exposure Forecast (ANEF) applying to the land
- F Information that indicates whether or not any additional hazards exist for which no policy of Council exists to restrict development
- G Restrictions of the use of groundwater contained within the Botany Sands Aquifer
- H Other policies that may be applicable to the land

Standard form from 28 September 2020

Residential tenancy agreement

Residential Tenancies Regulation 2019 Schedule 1 Standard Form Agreement (Clause 4(1))

IMPORTANT INFORMATION

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

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

This agreement is made on **11/08/2022** at **Rockdale NSW**, Between:

BETWEEN Landlord **Helal Abou-Ghaida**
Name/s:

Landlord telephone number or other contact details: **bill-ghaida@yahoo.com**

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

Note: The above information must be provided for landlord(s), whether or not there is a landlord's agent

Address for service of notices (can be agent's address):

Shop3, 38 Bay Street, Rockdale NSW 2216

Note: The landlord(s) business address or residential address must be provided for landlord(s) if there is no landlord's agent.

Tenant
Name/s: **Gonzalo Galliani**

Mobile: **0416 416 886**

Email: **pennycook4countzaes@yahoo.com.au**

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

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

Company: **A and P Assets Management Pty Ltd**

Trading as: **Domain NSW Real Estate**

Address: **Shop 3, 38 Bay Street, ROCKDALE NSW 2216**

A.B.N. 58 102 877 369

Phone: (02) 9599 7100

Fax: (02) 9599 7199

Email: **lease@domainnsw.com.au**

TERM OF AGREEMENT

The term of this agreement is **12 Months** weeks/months/years

Starting on **21/08/2022** and ending on **20/08/2023** (Cross out if not applicable)

RESIDENTIAL PREMISES

The residential premises are:

Address: **29 Walker Street, Turrella NSW 2205**

The residential premises include: **One and half car Lock-up Garage**

(List things such as a parking space, garage, storeroom or furniture provided (attach inventory))

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 things such as a parking space, garage or storeroom which do not form part of the residential premises).

RENT

The rent is \$ **700** per **WEEK** payable in advance starting on **21/08/2022**

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

The method by which the rent must be paid:

(a) Into the following account, or any other account subsequently nominated by the landlord:

Bank: **Westpac**
BSB number: **032-057**
Account number: **259757**
Account name: **A and P Assets Managements Pty Ltd**
Payment reference:

(b) to **Domain NSW Real Estate at Shop 3, 38 Bay Street, Rockdale** by cash or bank cheque, or

(c) as follows:

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND

A rental bond of **PAID** must be paid by the tenant on signing this agreement.

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

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or
☐ the landlord's agent, or
☒ NSW Fair Trading through Rental Bond Online.

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

IMPORTANT INFORMATION**MAXIMUM NUMBER OF OCCUPANTS.**

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

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical repairs: **Sinewave Ali Khalil 0416 047 058**

Plumbing repairs: **Bill—A-list Plumbing 0411 121 646**

Locksmith: **All St. George Area Locksmiths: 9567 8686**

Other repairs: **REPORT ALL REPAIRS TO AGENT: lease@domainnsw.com.au**

WATER USAGE

Will the tenant be required to pay separately for water usage? ☒ Yes ☐ No
If yes, see clauses 12 and 13.

UTILITIES

Is electricity supplied to the premises from an embedded network? ☐ Yes ☒ No

Is gas supplied to the premises from an embedded network? ☐ Yes ☒ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

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

☐

Hardwired smoke alarms

☒

Battery operated smoke alarms

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

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

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

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

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

Strata by-laws

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

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

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

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

Landlord

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

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

Tenant

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

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

Condition report

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

Tenancy laws

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

The Agreement

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

COPY OF AGREEMENT

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

RENT

3. The tenant agrees:

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

4. The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

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

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

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

7. The landlord and the tenant agree:

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

RENT REDUCTIONS

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

- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

- 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

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

10. The landlord agrees to pay:

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

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

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

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

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

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in section 3 of the Residential Tenancies Act 2010.

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

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

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

POSSESSION OF THE PREMISES

14. The landlord agrees:

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

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

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

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

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

17. The tenant agrees:

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

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

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

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

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

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

- a) are structurally sound, and
- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

- e) have adequate plumbing and drainage, and
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

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

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

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but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

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

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

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

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,

- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

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

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

23. The landlord and tenant agree:

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

LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.
- ### PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS
- 28.** The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is 'published'.
- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.
- ### FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES
- 30. The tenant agrees:**
- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

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

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

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

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

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

33. The tenant agrees:

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

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

COPY OF CERTAIN BY-LAWS TO BE PROVIDED [Cross out clauses if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

[Cross out clauses if no rental bond is payable]

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative

Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

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

SMOKE ALARMS

42. The landlord agrees to:

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

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

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

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

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

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

43. The tenant agrees:

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

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

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

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

SWIMMING POOLS

[Cross out the following clause if there is no swimming pool]

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

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

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

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

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

COMBUSTIBLE CLADDING

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

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

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

- 50.1** to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and
- 50.2** to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3** that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4** if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1** 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

Any additional terms are not required by law and are **negotiable**.]

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

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

54. The tenant agrees:

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4** to comply with any council requirements.

55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here.
Attach a separate page 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 and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the

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

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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

6. Warning

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

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Tenant information statement

What you must know before you start renting

Starting a tenancy

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

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

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

The landlord or agent must:

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

When renting, you must:

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

What you must be told before you sign an agreement

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

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

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

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

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

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

What you must be given before you sign an agreement

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

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

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

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

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

Before or at the start of the tenancy

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

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

The property must be fit to live in

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

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

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

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

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

Residential tenancy agreement

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

Condition report

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

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

Rent, receipts and records

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

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

Your landlord or agent must:

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

Rental bonds

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

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

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

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

Discrimination when applying for rental property

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

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

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

Communicating with your landlord or agent

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

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

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

During the tenancy

Can rent be increased during the tenancy?

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

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

Paying for electricity, gas and water usage

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

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

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

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

Repairs and maintenance

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

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

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

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

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

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

Smoke alarms must be working

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

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

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

Privacy and access

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

For example:

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

How to make 'minor' changes to the property

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

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

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

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

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

Your rights in circumstances of domestic violence

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

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

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

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

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

Ending the tenancy

Termination notice must be given

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

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

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

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

Break fee for ending a fixed term agreement early

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

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

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

Getting the rental bond returned

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

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

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

Checklist

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

The tenancy agreement

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

Promised repairs

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

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

Upfront costs

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

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

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

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

More information

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

fairtrading.nsw.gov.au 13 32 20

**Language assistance 13 14 50
(ask for an interpreter in your language)**

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For information: fairtrading.nsw.gov.au/copyright
This publication must not be relied on as legal advice.
For more information about this topic,
refer to the appropriate legislation.

SPECIAL CONDITIONS

1. No additional hooks, screws or nails are to be placed on walls or doors without the prior written permission of the landlord or agent.
2. Smoking is not permitted anywhere indoors at the premises.
3. Locks are not to be changed without the landlord's permission. The tenant must supply the managing agent/landlord with a set of keys for any new locks or cylinders that have been changed at the premises.
4. The tenant agrees to pay water usage/ excess charges on the property, which may occur during their tenancy. (This applies to premises that are separately metered and water efficient only).
5. Keys must be returned on the date of termination otherwise additional rent will be charged as retaining the keys constitutes residence.
6. Should the lease be broken before expiration date, the lessee will be required to pay a break fee equivalent to: i) 4 weeks rent if less than 25% of the fixed term has expired, 3 weeks rent if 25% or more but less than 50% of the fixed term has expired, 2 weeks rent if 50% or more but less than 75% of the fixed term has expired, 1 week's rent if 75% or more of the fixed term has expired.
7. If the tenant's place of employment, home or mobile phone number is changed, the tenant must supply the agent with new telephone numbers immediately.
8. Tenants are responsible for the maintenance of lawns and gardens for property not subject to a strata scheme.
9. When the lease has expired the required notice for vacating is 21 days in writing, starting when the notice is received in the office. Verbal notice is not accepted as a means of providing notice to vacate.
10. Upon vacating the premises, the tenant agrees to professionally steam clean the carpet if it has been left noticeably stained or soiled. The cost of rectifying permanent stains or burns will be responsibility of the tenant.
11. The agent and owner accept no responsibility for loss sustained to the tenant or to the tenant's belongings in the case of burglary, fire, water or storm damage, or for any other events normally covered by tenant insurance. We recommended that the tenant carry their own insurance to provide cover against the above.
12. The lint filter in the clothes dryer must be cleaned out regularly to avoid the likelihood of it catching fire. The tenant takes full responsibility for any damage to the property resulting from negligence in this instance.
13. Prior to moving into the property, the tenant MUST establish personal accounts with their preferred energy and utility providers. These accounts must be finalised and terminated at the end of the tenancy.
14. If the landlord has allowed the tenant to keep pets at the premises, the tenant agrees to carry out pest control for flea treatment at the end of the tenancy and will rectify any damage or odour caused by the pets. This includes the removal and proper disposal of droppings and pet hair from both inside and outside the property.

①

Signature of Tenants

For and on behalf of the Landlord

K. SANDY

Signature of Landlord/Agent

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

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

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Kassem sabra

Signature of landlord/agent

K. SABRA

on the 11 day of 08 2021

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations.

Signature of landlord/agent

K. SABRA

on the 11 day of 08 2021

SIGNED BY THE TENANT (1)

Name of tenant

Gonzalo Gulliani

Signature of tenant

G. GULLIANI

on the day of 20__

SIGNED BY THE TENANT (2)

Name of tenant

Signature of tenant

on the day of 20__

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant

on the day of 20__

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant

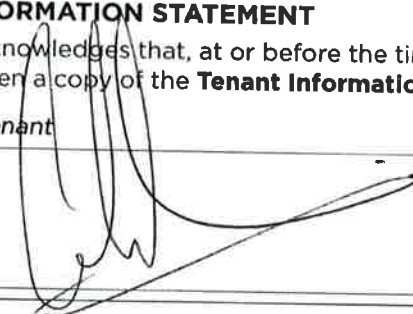
on the day of 20__

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

TENANT INFORMATION STATEMENT

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

Signature of tenant

① 

on the day of 20__

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

NOTIFICATION OF RESUMPTION OF LAND AND EASEMENTS UNDER THE METROPOLITAN WATER, SEWERAGE AND DRAINAGE ACT, 1924.

IN pursuance of section 115 (4) of the Metropolitan Water, Sewerage and Drainage Act, 1924, and under Division 1, Part V of the Public Works Act, 1912, I notify that the lands described in the First Schedule hereto and that easements or rights to use in any manner and for the purposes specified in subsection 1 of section 4A of the Public Works Act, 1912, as amended by the Metropolitan Water, Sewerage and Drainage Act, 1924, for the purposes of that Act the surface and the sub-soil or under-surface of the lands described in the Second Schedule hereto, are hereby appropriated or resumed according as the said lands are Crown Land or private property respectively, for the construction and maintenance of works under the authority of the Metropolitan Water, Sewerage and Drainage Act, 1924; and I further notify that the said lands and easements or rights are hereby vested in the Metropolitan Water, Sewerage and Drainage Board.

Dated this twenty-fifth day of May, 1926.

M. M. FLANNERY,
Minister for Public Works.

FIRST SCHEDULE.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being lot 11 on deposited plan No. 6,062, and also the whole of the land comprised within Certificate of Title, registered volume 2,189, folio 242, containing an area of 22½ perches or thereabouts: Commencing at a point on the north-eastern side of Loftus-street being the westernmost corner of lot 12 on deposited plan 6,062; and bounded thence on the south-east by the north-western boundary of that lot bearing 36 degrees 15 minutes 151 feet and ¼ of an inch to a point on the south-eastern boundary of lot 4 on said deposited plan 6,062; thence on the north-west by part of the said

0,002; thence on the north-west by part of the said south-eastern boundary of lot 4 and the south-eastern boundaries of lots 3, 2 and 1, bearing 254 degrees 48 minutes 109 feet 2 inches; thence on the south-west and north-west by lines bearing successively 164 degrees 7 minutes 28 feet 7½ inches and 210 degrees 31 minutes 56 feet 6½ inches to the aforesaid north-eastern side of Loftus-street; and thence again on the south-west by part of that side of that street bearing 114 degrees 36 minutes 40 seconds 40 feet 8 inches, to the point of commencement, and said to be in the possession of Francis John Smith,—subject to a drainage easement 4 feet wide adjacent to the south-eastern boundaries of said lots 4, 3, 2 and 1.

All bearings relative to the magnetic meridian.

SECOND SCHEDULE.

All that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of 1 acre 0 roods 7 perches, as comprised within Certificate of Title, registered volume 1,293, folio 231, and containing an area of 15½ perches or thereabouts: Commencing at a point on the north-western building line of Bonar-street bearing 224 degrees 24 minutes 15 seconds and distant 29 feet 2½ inches from the easternmost corner of the abovementioned 1 acre 0 roods 7 perches; and bounded thence on the north-east and north by lines bearing respectively 313 degrees 57 minutes 15 seconds 349 feet 10½ inches and 262 degrees 52 minutes 30 seconds 71 feet 3½ inches to a point on the south-eastern boundary of the land comprised within deed registered Book 703, No. 399, which point bears 225 degrees 3 minutes 30 seconds and is distant 89 feet 8½ inches from the northernmost corner of the land comprised within the aforesaid Certificate of Title, registered volume 1,293, folio 231; thence on the north-west by part of the south-eastern boundary of the land comprised within the aforesaid deed registered book 703, No. 399, bearing 225 degrees 3 minutes 30 seconds 16 feet 3½ inches; thence on the south and south-east by lines bearing respectively 82 degrees 52 minutes 30 seconds 79 feet 5 inches and 133 degrees 57 minutes 15 seconds 345 feet to the north-western building line of Bonar-street beforementioned; and thence on the south-

Bonar-street beforementioned; and thence on the south-east by part of that building line bearing 44 degrees 24 minutes 15 seconds 10 feet, to the point of commencement,—and said to be in the possession of Margaret Maria Monk.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being parts of lots 13 to 18 of a resubdivision of lots 8, 9 and 10 of section 3, Tempe House and Grounds Estate, and also part of the land comprised within deed registered Book 703, No. 399, and containing an area of 10½ perches or thereabouts: Commencing at a point on the north-eastern boundary of lot 12 of section 2 on deposited plan 1,019, bearing along that boundary 135 degrees 3 minutes 30 seconds and distant 17 feet 11½ inches from the south-eastern side of Walker-street; and bounded thence on the north-west by lines bearing successively 57 degrees 43 minutes 11 seconds 139 feet 3½ inches and 82 degrees 55 minutes 21 seconds 157 feet 7½ inches to the north-western boundary of 1 acre 0 rood 7 perches, as comprised within Certificate of Title, registered volume 1,293, folio 231; thence on the south-east by part of that boundary bearing 225 degrees 3 minutes 30 seconds 16 feet 3½ inches; thence again on the south-east by lines bearing successively 262 degrees 55 minutes 21 seconds 142 feet 6 inches and 237 degrees 45 minutes 11 seconds 134 feet 9½ inches to the aforesaid north-eastern boundary of lot 12; and thence on the south-west by part of that boundary of that lot bearing 315 degrees 3 minutes 30 seconds 10 feet 3 inches, to the point of commencement,—and said to be in the possession of William McMahon in trust for James McMahon.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being parts of lots 10, 11 and 12 of section 2 on deposited plan No. 1,019, and also part of the land comprised within Certificate of Title, registered volume 2,372, folio

within Certificate of Title, registered volume 2,372, 1010 28, and containing an area of $3 \frac{4}{5}$ th perches or thereabouts: Commencing at a point on the south-eastern side of Walker-street bearing 45 degrees 3 minutes 30 seconds and distant 24 feet $3 \frac{7}{8}$ th inches from the northernmost corner of lot 9, section 2 on deposited plan No. 1,019; and bounded thence on the south-east by a line bearing 57 degrees 43 minutes 11 seconds 128 feet $9 \frac{1}{2}$ inches to the south-western boundary of lot 13 of a resubdivision of lots 8 to 10 of section 3 of the Tempe House and Grounds Estate; thence on the north-east by part of that boundary of that lot bearing 315 degrees 3 minutes 30 seconds 10 feet 3 inches; thence on the north-west by a line bearing 237 degrees 43 minutes 11 seconds 82 feet $0 \frac{1}{8}$ th inch to the south-eastern side of Walker-street aforesaid; and thence on the north-west by part of that side of that street bearing 225 degrees 3 minutes 30 seconds 45 feet $7 \frac{1}{2}$ inches, to the point of commencement,—and said to be in the possession of George Gilby.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of the land comprised within deed registered Book 918, No. 167, and containing an area of $8 \frac{3}{10}$ th perches or thereabouts: Commencing at a point on the north-western side of Walker-street bearing 225 degrees 3 minutes 30 seconds and distant 16 feet $2 \frac{1}{4}$ th inches from the southernmost corner of lot 12 on deposited plan No. 1,019; and bounded thence on the north-east by a line bearing 294 degrees 30 minutes 15 seconds 228 feet and $\frac{3}{4}$ of an inch to a point on the south-eastern boundary of lot 26 on deposited plan No. 6,062, which point bears 224 degrees 5 minutes and is distant 94 feet $7 \frac{1}{4}$ inches from the easternmost corner of lot 24 of said deposited plan No. 6,062; thence on the north-west by part of that boundary of the said lot 26 bearing 224 degrees 5 minutes 10 feet $7 \frac{3}{4}$ th inches; thence on the south-west by a line bearing 114 degrees 30 minutes 15 seconds 227 feet $10 \frac{1}{2}$ inches to the north-western side of Walker-street abovementioned; and thence on the south-east by part of that side of that street bearing 45 degrees 3 minutes 30 seconds 10 feet $8 \frac{1}{4}$ th inches, to the point of commencement,—and said to be in the possession of

commencement,—and said to be in the possession of Joseph Chant.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 15 on deposited plan No. 6,062, and also part of the land comprised within Certificate of Title, registered volume 2,604, folio 207, and containing an area of $1\frac{1}{2}$ perches or thereabouts: Commencing at a point on the south-eastern boundary of lot 14 on deposited plan No. 6,062, bearing along that boundary

42 degrees 11 minutes 30 seconds and distant 100 feet $9\frac{1}{8}$ th inches from the north-eastern side of Loftus-street; and bounded thence on the south-west by a line bearing 114 degrees 42 minutes 15 seconds 41 feet 8 inches to the north-western boundary of lot 17 on the said deposited plan No. 6,062; thence on the south-east by part of that boundary bearing 44 degrees 10 minutes 30 seconds 10 feet $7\frac{1}{4}$ inches; thence on the north-east by a line bearing 294 degrees 42 minutes 15 seconds 42 feet and $\frac{3}{4}$ of an inch to the aforesaid south-eastern boundary of lot 14; and thence on the north-west by part of that boundary of that lot bearing 222 degrees 11 minutes 30 seconds 10 feet $5\frac{1}{4}$ inches, to the point of commencement,—and said to be in the possession of Samuel Ernest Smith.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate in the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 14 on deposited plan No. 6,062, and also part of the land comprised within Certificate of Title, registered volume 2,257, folio 198, and containing an area of $1\frac{1}{2}$ perches or thereabouts: Commencing at a point on the south-eastern boundary of lot 13 on deposited plan No. 6,062; bearing along that boundary of that lot 40 degrees 41 minutes 30 seconds and distant 100 feet and $\frac{1}{8}$ th of an inch from the north-eastern side of Loftus-street; and bounded thence on the south-west by a line bearing 114 degrees 42 minutes 15 seconds 40

Loftus-street, and bounded thence on the south-west by a line bearing 114 degrees 42 minutes 15 seconds 40 feet 8 $\frac{1}{2}$ inches to the north-western boundary of lot 15 of the said deposited plan No. 6,062; thence on the south-east by part of that boundary of that lot bearing 42 degrees 11 minutes 30 seconds 10 feet 5 $\frac{1}{4}$ inches; thence on the north-east by a line bearing 294 degrees 42 minutes 15 seconds 41 feet and $\frac{1}{4}$ th of an inch to the aforesaid south-eastern boundary of lot 13; and thence on the north-west by part of that boundary of that lot bearing 220 degrees 41 minutes 30 seconds 10 feet 4 $\frac{1}{2}$ inches, to the point of commencement,—and said to be in the possession of Georgina Brown.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate in the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 12 on deposited plan No. 6,062, and also part of the land comprised within Certificate of Title, registered volume 2,199, folio 12, and containing an area of 1 $\frac{1}{2}$ perches or thereabouts: Commencing at a point on the south-eastern boundary of lot 11 on deposited plan No. 6,062; bearing along that boundary of that lot 36 degrees 15 minutes and distant 98 feet 3 $\frac{1}{2}$ inches from the north-eastern side of Loftus-street; and bounded thence on the south-west by a line bearing 114 degrees 42 minutes 15 seconds 41 feet 8 $\frac{1}{2}$ inches to the north-western boundary of lot 13 of the said deposited plan No. 6,062; thence on the south-east by part of that boundary of that lot bearing 38 degrees 22 minutes 30 seconds 10 feet 3 $\frac{1}{2}$ inches; thence on the north-east by a line bearing 294 degrees 42 minutes 15 seconds 42 feet 1 $\frac{1}{2}$ inches to the aforesaid south-eastern boundary of lot 11; and thence on the north-west by part of that boundary of that lot bearing 216 degrees 15 minutes 10 feet 2 $\frac{1}{2}$ inches, to the point of commencement,—and said to be in the possession of Harold Clement Smith.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 4 of Brennan's Subdivision, and also part of the land comprised within deed registered Book 1,049, No. 215, and containing an area of 1 $\frac{8}{10}$ th perches or

No. 215, and containing an area of $1 \frac{8}{10}$ th perches or thereabouts: Commencing at a point on the north-western building line of Hannam-street bearing 15 degrees 59 minutes 40 seconds and distant 24 feet $2 \frac{1}{2}$ inches from its intersection with the northern boundary of the land comprised within deed registered Book 1,306, No. 942; and bounded thence on the south-east by a line bearing 239 degrees 35 minutes 20 seconds 38 feet $10 \frac{1}{2}$ inches to the northern boundary of the land comprised within the aforesaid deed registered Book 1,306, No. 942; thence on the south by part of that boundary of that land, being a fenced line bearing 277 degrees 37 minutes 10 seconds 16 feet $2 \frac{1}{2}$ inches; thence on the north-west by a line bearing 59 degrees 35 minutes 20 seconds 62 feet 2 inches to the north-western building line of Hannam-street aforesaid; and thence again on the south-east by part of that building line of that street bearing 195 degrees 59 minutes 40 seconds 14 feet 6 inches, to the point of commencement,—and said to be in the possession of George Scheffer.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being parts of lots 5, 6, and 7 of Brennan's Subdivision, and also parts of the lands comprised within deeds registered Book 1,306, No. 942, Book 1,095, No. 717, and Book 1,140, No. 878, respectively, and containing an area of $6 \frac{9}{10}$ th perches or thereabouts: Commencing at a point on the southern boundary of land comprised within deed registered Book 1,049, No. 215, bearing along that boundary 277 degrees 37 minutes 10 seconds and distant 27 feet $1 \frac{1}{2}$ th inches from the western building line of Hannam-street; and bounded thence on the south-east by lines bearing successively 239 degrees 35 minutes 20 seconds 114 feet 6 inches and 218 degrees 30 minutes 30 seconds 76 feet, and $\frac{1}{2}$ an inch to the northern boundary of land comprised within deed registered Book 1,080, No. 951; thence on the south by part of that boundary being a fenced line bearing 282 degrees 58 minutes 20 seconds 11 feet 1 inch; thence on the north-

minutes 20 seconds 11 feet 1 inch; thence on the north-west by lines bearing successively 38 degrees 30 minutes 30 seconds 82 feet 8 inches and 59 degrees 35 minutes 20 seconds 103 feet 7 inches to the southern boundary of land comprised within deed registered Book 1,049, No. 215, aforesaid; and thence on the north by part of that boundary being a fenced line bearing 97 degrees 37 minutes 10 seconds 16 feet 2 $\frac{1}{4}$ inches, to the point of commencement,—and said to be in the possession of Arthur James Charles Weston.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 2 on deposited plan No. 7,121, and also part of the land comprised within Certificate of Title, registered volume 2,795, folio 211, and containing an area of 2 $\frac{1}{2}$ perches or thereabouts: Commencing on the northern side of Rickard-street at the south-eastern corner of lot 29 on deposited plan No. 6,670; and bounded thence on the west by part of the eastern boundary of that lot bearing 3 degrees 52 minutes 40 seconds 17 feet 1 $\frac{1}{2}$ inches; thence on the north-west by a line bearing 38 degrees 16 minutes 50 seconds 70 feet 1 $\frac{1}{2}$ inches to lot 3 on deposited plan No. 7,121; thence on the east by part of the western boundary of that lot bearing 183 degrees 52 minutes 40 seconds 17 feet 8 $\frac{1}{2}$ inches; thence on the south-east by a line bearing 218 degrees 16 minutes 50 seconds 69 feet 4 $\frac{1}{2}$ inches to the northern side of Rickard-street; and thence on the south by part of that side of that street bearing 267 degrees 55 minutes 5 inches, to the point of commencement,—and said to be in the possession of Thomas Henry Deaman.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate in the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 29 on deposited plan No. 6,670, and also part of the land comprised within Certificate of Title, registered volume 2,683, folio 169, and containing an area of 4/10th of a perch or thereabouts: Commencing on the northern side of Rickard-street at the south-western corner of lot 2 on deposited plan No. 7,121; and bounded thence on the south by part of the northern side of Rickard-street bearing 267 degrees 55 minutes 12 feet 8 $\frac{1}{2}$ inches; thence on the north-west by a line

side of Richard-street bearing 267 degrees 55 minutes 12 feet 8 $\frac{1}{2}$ th inches; thence on the north-west by a line bearing 38 degrees 16 minutes 50 seconds 22 feet 4 $\frac{1}{2}$ inches to lot 2 aforesaid; and thence on the east by part of the western boundary of that lot bearing 183 degrees 52 minutes 40 seconds 17 feet 1 $\frac{1}{2}$ inches, to the point of commencement,—and said to be in the possession of Thomas Patrick Dessaix.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 35 on deposited plan No. 6,628, and also part of the land comprised within Certificate of Title, registered volume 2,639, folio 102, and containing an area of 6 $\frac{3}{10}$ th perches or thereabouts: Commencing at a point on the southern building line of Hannam-street being the north-western corner of lot 23 on deposited plan No. 6,628; and bounded thence on the east by the western boundaries of lots 23, 24, 25 and 26 on the said deposited plan bearing 179 degrees 12 minutes 172 feet to the northern boundary of lot 27; thence on the south by part of that boundary of that lot bearing 267 degrees 13 minutes 10 feet; thence on the west by a line bearing 359 degrees 12 minutes 172 feet to the aforesaid southern building line of Hannam-street; and thence on the north by part of that building line of that street bearing 87 degrees 13 minutes 10 feet, to the point of commencement,—and said to be in the possession of Clara Davies.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 30 on deposited plan No. 6,628, and also part of the land comprised within Certificate of Title, registered volume 2,602, folio 129, and containing an area of 1 $\frac{1}{2}$ perches or thereabouts: Commencing at a point on the southern boundary of lot 29 on deposited plan No. 6,628, bearing 267 degrees 13 minutes 140 feet from its intersection with the western side of Mawson-street; and bounded thence on the east by a line bearing 179 degrees 12 minutes 43 feet to the northern boundary

179 degrees 12 minutes 43 feet to the northern boundary of lot 31 on said deposited plan No. 6,628; thence on the south by part of that boundary bearing 267 degrees 13 minutes 10 feet; and thence on the west by a line bearing 359 degrees 12 minutes 43 feet to the southern boundary of the aforesaid lot 29 on deposited plan No. 6,628; and thence on the north by part of that boundary of that lot bearing 87 degrees 13 minutes 10 feet, to the point of commencement,—and said to be in the possession of Ettie May Minnie Ann Marsden.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate in the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 31 on deposited plan No. 6,628, and also part of the land comprised within Certificate of Title, registered volume 2,646, folio 98, and containing an area of 1 6/10th perches or thereabouts: Commencing at the south-western corner of lot 30 on deposited plan No. 6,628; and bounded on the north by part of the southern boundary of that lot bearing 87 degrees 13 minutes 30 feet; thence on the east and south by lines bearing respectively 179 degrees 12 minutes 15 feet 9½ inches and 268 degrees 44 minutes 30 feet to the eastern boundary of lot 5 on deposited plan No. 9,828; and thence on the west by parts of the eastern boundaries of lots 5 and 6 on the said deposited plan No. 9,828 bearing 359 degrees 12 minutes 15 feet, to the point of commencement,—and said to be in the possession of Charles William Taylor and Eva Janet Taylor (his wife).

1 All bearing relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of the land comprised within Certificate of Title, registered volume 2,740, folio 229, and containing an area of 4½ perches or thereabouts: Commencing at a point on the northern side of Arncliffe-road bearing 270 degrees 17 minutes and distant 135 feet 3¼th inches from the intersection of that side of that road with the south-western building line of John-street; and bounded thence on the east by a line bearing 3 degrees 11 minutes 122 feet 1¼ inches to the southern boundary of the land comprised within Certificate of Title, registered volume 2,337, folio 12; thence on the north by part of that boundary of that land bearing 274 degrees 15 minutes

2,001, 10th 12, thence on the north by part of that boundary of that land bearing 274 degrees 15 minutes 10 feet; thence on the west by a line bearing 183 degrees 11 minutes 122 feet 10 $\frac{1}{4}$ th inches to the northern side of Arncliffe-road aforesaid; and thence on the south by part of that side of that road bearing 90 degrees 17 minutes 10 feet 0 $\frac{1}{8}$ th inch, to the point of commencement,—and said to be in the possession of John Scott.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate in the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of the land comprised within deed registered Book 291, No. 418, and containing an area of 18 $\frac{7}{10}$ th perches or thereabouts: Commencing on the southern side of Arncliffe-road at a point bearing 90 degrees 22 minutes and distant 58 feet 4 $\frac{1}{8}$ th inches from its intersection with the eastern side of Nisi Prius street (63 feet wide), which intersection bears 90 degrees 22 minutes and is distant 63 feet from the north-eastern corner of lot 13 on deposited plan No. 7,683; and bounded thence on the west by lines bearing successively 180 degrees 48 minutes 40 seconds 203 feet 10 $\frac{1}{8}$ th inches and 189 degrees 54 minutes 30 seconds 310 feet 7 $\frac{1}{4}$ inches to the north-western side of Pitt-street (33 feet wide) which point bears 50 degrees 32 minutes and is distant 11 feet 9 $\frac{1}{4}$ inches from its intersection with the eastern side of Nisi Prius street; thence on the south-east by part of the north-western side of Pitt-street bearing 50 degrees 32 minutes 15 feet 4 $\frac{1}{4}$ inches; thence on the east by lines bearing successively 9 degrees 54 minutes 30 seconds 299 feet 8 $\frac{1}{8}$ th inches and 48 minutes 40 seconds 204 feet 8 $\frac{1}{4}$ inches to the southern side of Arncliffe-road aforesaid; thence on the north by part of that side of that street bearing 270 degrees 22 minutes 10 feet, to the point of commencement,—and said to be in the possession of James Yates.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being parts of lots 27 and 26 on deposited plan No. 7,683, and also part of the land comprised within Certificate of Title, registered volume 2,951, folio 63, and

ificate of Title, registered volume 2,951, folio 63, and containing an area of 2 $\frac{4}{10}$ th perches or thereabouts: Commencing at a point on the north-eastern boundary of lot 28 on deposited plan No. 7,683 bearing along that boundary 317 degrees 56 minutes and distant 83 feet 11 $\frac{3}{4}$ th inches from its intersection with the north-western side of Pitt-street; and bounded thence on the south-east by a line bearing 57 degrees 10 minutes 20 seconds 66 feet 2 $\frac{1}{4}$ inches to the south-western boundary of land comprised within Certificate of Title, registered volume 3,260, folio 104; thence on the north-east by part of that boundary bearing 317 degrees 56 minutes 10 feet 1 $\frac{3}{4}$ th inches; thence on the north-west by a line bearing 237 degrees 10 minutes 20 seconds 66 feet 2 $\frac{1}{4}$ inches to the north-eastern boundary of lot 28 aforesaid; and thence on the south-west by part of that boundary bearing 137 degrees 56 minutes 10 feet 1 $\frac{3}{4}$ th inches, to the point of commencement,—and said to be in the possession of Frederick Robert Howard.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being parts of lots 28 and 29 on deposited plan No. 7,683, and also being parts of the lands comprised within Certificates of Title, registered volume 2,522, folios 160 and 161, and containing an area of 3 perches or thereabouts: Commencing at a point on the south-western boundary of lot 27 on deposited plan No. 7,683, bearing along that boundary 317 degrees 56 minutes and distant 83 feet 11 $\frac{3}{4}$ th inches from its intersection with the north-western side of Pitt-street; and bounded thence on the south-east by a line bearing 237 degrees 10 minutes 20 seconds 79 feet 9 $\frac{1}{4}$ inches to the north-eastern boundary of lot 30 on the said deposited plan No. 7,683; thence on the south-west by part of that boundary of that lot bearing 317 degrees 56 minutes 10 feet 1 $\frac{3}{4}$ th inches; thence on the north-west by a line bearing 57 degrees 10 minutes 20 seconds 79 feet 9 $\frac{1}{4}$ inches to the south-western boundary of lot 27 aforesaid; and thence on the north-east by part of that boundary of that lot bearing 137 degrees 56 minutes 10 feet 1 $\frac{3}{4}$ th inches, to the point of commencement,—and said to be in the possession of Arthur Locker and Mary Ellen Locker (his wife).

possession of Arthur Locker and Mary Ellen Locker
(his wife).

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 30 on deposited plan No. 7,683, and also part of the land comprised within Certificate of Title, registered volume 2,894, folio 157, and containing an area of $1\frac{1}{2}$ perches or thereabouts: Commencing at a point on the north-eastern side of Wilson's-road bearing 316 degrees and distant 82 feet $5\frac{1}{4}$ inches from its intersection with the north-western side of Pitt-street; and bounded thence on the south-east by a line bearing 57 degrees 10 minutes 20 seconds 42 feet $8\frac{1}{4}$ inches to the south-western boundary of lot 29 of the said deposited plan No. 7,683; thence on the north-east by part of that boundary bearing 317 degrees 56 minutes 10 feet $1\frac{1}{8}$ th inches; thence on the north-west by a line bearing 237 degrees 10 minutes 20 seconds 43 feet and $\frac{1}{4}$ on an inch to the north-eastern side of Wilson's-road aforesaid; and thence on the south-west by part of that side of that road bearing 136 degrees 10 feet $2\frac{1}{4}$ inches, to the point of commencement,—and said to be in the possession of William Thomas Locker.

All bearings relative to the magnetic meridian.

Also all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 4 on deposited plan No. 12,803, and also part of the land comprised within Certificate of Title, registered volume 3,708, folio 233, and containing an area of $1\frac{4}{10}$ th perches or thereabouts: Commencing at a point on the south-western boundary of lot 5 on deposited plan No. 12,803, bearing along that boundary 315 degrees 29 minutes and distant 80 feet 11 inches from the north-western side of The Glen road; and bounded thence on the south-east by a line bearing 238 degrees 28 minutes 50 seconds 40 feet and $\frac{1}{8}$ th of an inch to the north-eastern boundary of lot 3 on the said deposited plan 12,803; thence on the south-west by part of that boundary of that lot bearing 315 degrees 29 minutes 10 feet $3\frac{1}{4}$ th inches; thence on the north-west by a line bearing 58 degrees 28 minutes 50 seconds 40 feet

and $\frac{1}{4}$ th of an inch to the south-western boundary of lot 5 on deposited plan No. 12,803 aforesaid; and thence on the north-east by part of that boundary of that lot bearing 135 degrees 29 minutes 10 feet $3\frac{1}{4}$ th inches, to the point of commencement,—and said to be in the possession of James Mitchell Craig.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 2 on deposited plan No. 12,803, and also part of the land comprised within Certificate of Title, registered volume 3,718, folio 171, and containing an area of $1\frac{4}{10}$ th perches or thereabouts: Commencing at a point on the south-western boundary of lot 3 on deposited plan No. 12,803, bearing along that boundary 315 degrees 29 minutes 81 feet and $\frac{1}{4}$ th of an inch from the north-western side of The Glen road; and bounded thence on the south-east by a line bearing 238 degrees 28 minutes 50 seconds 40 feet and $\frac{1}{4}$ th of an inch to the north-eastern boundary of lot 1 on the said deposited plan No. 12,803; thence on the south-west by part of that boundary of that lot bearing 315 degrees 29 minutes 10 feet $3\frac{1}{4}$ th inches; thence on the north-west by a line bearing 58 degrees 28 minutes 50 seconds 40 feet and $\frac{1}{4}$ th of an inch in the south-western boundary of lot 3 on deposited plan No. 12,803 aforesaid; and thence on the north-east by part of that boundary of that lot bearing 135 degrees 29 minutes 10 feet $3\frac{1}{4}$ inches, to the point of commencement,—and said to be in the possession of Eli William Reuben.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate within the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being part of lot 1 on deposited plan No. 12,803, and also part of the land comprised within Certificate of Title, registered volume 3,754, folio 228, and containing an area of $1\frac{1}{2}$ perches or thereabouts: Commencing at a point on the south-western boundary of lot 2 on deposited plan No. 12,803; bearing along that boundary 315 degrees 29 minutes and distant 81 feet and $\frac{1}{4}$ of an inch from the north-western side of The Glen road; and bounded

28 minutes and distant 81 feet and $\frac{1}{4}$ of an inch from the north-western side of The Glen road; and bounded thence on the south-east by a line bearing 238 degrees 28 minutes 50 seconds 41 feet $3\frac{1}{4}$ inches to the north-eastern boundary of lot 13, section J of the Bardwell Park Estate; thence on the south-west by part of that boundary of that lot bearing 314 degrees 35 minutes 20 seconds 10 feet $3\frac{1}{8}$ th inches; thence on the north-west by a line bearing 58 degrees 28 minutes 50 seconds 41 feet $5\frac{1}{4}$ inches to the aforesaid south-western boundary of lot 2 on deposited plan No. 12,803; and thence on the north-east by part of that boundary of that lot bearing 135 degrees 29 minutes 10 feet $3\frac{1}{8}$ th inches, to the point of commencement,—and said to be in the possession of William Smellie and John Sim.

All bearings relative to the magnetic meridian.

Also, all that piece or parcel of land situate in the Municipality of Rockdale, parish of St. George, county of Cumberland, and State of New South Wales, being parts of lots 13, 14 and 15 of section J of the Bardwell Park Estate, and also part of the land comprised within deed registered Book 970, No. 440, and containing an area of 21 $\frac{7}{10}$ th perches or thereabouts: Commencing on the north-western side of The Glen road at the southernmost corner of lot 1 on deposited plan No. 12,803, comprised within Certificate of Title, registered volume 3,754, folio 228; and bounded thence on the north-east by the south-western boundaries of lots 1 and 11 on the aforesaid deposited plan No. 12,803, being lines bearing successively 314 degrees 35 minutes 20 seconds 286 feet $10\frac{1}{4}$ inches and 315 degrees 22 minutes 20 seconds 58 feet to the centre of Bardwell Creek; thence on the north-west by a line following the centre of that creek south-westerly about 10 feet 3 inches; thence on the south-west by lines bearing successively 135 degrees 22 minutes 20 seconds 60 feet $4\frac{1}{8}$ th inches and 134 degrees 35 minutes 20 seconds 192 feet $9\frac{1}{8}$ th inches; thence again on the north-west by lines bearing successively 238 degrees 28 minutes 50 seconds 24 feet $10\frac{1}{8}$ th inches and 238 degrees 49 minutes 33 seconds 222 feet 6 inches to the north-eastern boundary of the land comprised within deed registered Book 572, No. 521; thence again on the south-west by part of that boundary of that land, being a fenced line bearing 135 degrees 25 minutes 10 feet $3\frac{1}{8}$ th inches to a point bearing 315 degrees 22 minutes 20 seconds 58 feet to the centre of Bardwell Creek.

... and bearing 155 degrees 25 minutes 10 feet
3 $\frac{1}{4}$ th inches to a point bearing 315 degrees 25 minutes
and distant 82 feet 9 $\frac{1}{4}$ inches from the north-western
side of The Glen road; thence on the south-east by lines
bearing successively 58 degrees 49 minutes 33 seconds
220 feet 1 $\frac{3}{4}$ inches and 58 degrees 28 minutes 50 seconds

27 feet 4 $\frac{1}{4}$ inches; thence again on the south-west by a
line bearing 134 degrees 35 minutes 20 seconds 81 feet
4 $\frac{1}{4}$ th inches to the north-western side of The Glen road
abovementioned; and thence again on the south-east
by part of that side of that road bearing 58 degrees
25 minutes 10 feet 3 $\frac{1}{4}$ th inches, to the point of commence-
ment,—and said to be in the possession of Emma
Godfrey.

All bearings relative to the magnetic meridian.
[Misc. 1926-2,408] [6222]