

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	RE/MAX Xtra 33 Smith Street, Parramatta NSW 2150 Email: morris.short@remax.com.au	Phone: 02 8838 5600 Ref: Morris Short
co-agent		
vendor	Aiaz Hussein	
vendor's solicitor	RM Legal Sydney Pty Ltd 4 Albion Street, Harris Park NSW 2150 PO_BOX 9359, Harris Park NSW 2150 Email: raymond@rmlegal.com.au; info@rmlegal.com.au	Phone: 02 9687 7000 Fax: 02 9687 3000 Ref: RM:19238
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	5 Quail Road, Blacktown NSW 2148 Lot 12 in Deposited Plan 855323 Folio Identifier 12/855323	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Granny flat	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$ _____ (10% of the price, unless otherwise stated)
balance	\$
contract date	(if not stated, the date this contract was made)

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."

VENDOR		PURCHASER	
<div>Signed by</div> <div><div></div><div>Vendor</div></div> <div><div></div><div>Vendor</div></div>		<div>Signed by</div> <div><div></div><div>Purchaser</div></div> <div><div></div><div>Purchaser</div></div>	
VENDOR (COMPANY)		PURCHASER (COMPANY)	
<div>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</div> <div><div><div></div><div>Signature of authorised person</div></div><div><div></div><div>Signature of authorised person</div></div><div><div></div><div>Name of authorised person</div></div><div><div></div><div>Name of authorised person</div></div><div><div></div><div>Office held</div></div><div><div></div><div>Office held</div></div></div>		<div>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</div> <div><div><div></div><div>Signature of authorised person</div></div><div><div></div><div>Signature of authorised person</div></div><div><div></div><div>Name of authorised person</div></div><div><div></div><div>Name of authorised person</div></div><div><div></div><div>Office held</div></div><div><div></div><div>Office held</div></div></div>	

Choices

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

☐ NO ☐ yes

Nominated Electronic Lodgement 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**
(GST residential withholding payment)

☒ NO ☐ yes

(if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name: Aiaz Hussein

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

<p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off-the-plan contract <input type="checkbox"/> 59 other document relevant to off-the-plan contract <p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60
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HOLDER OF STRATA OR COMMUNITY SCHEME 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 <i>served</i> 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 – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> 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.

5 Quail Road Blacktown NSW 2148

Residential Dwelling

Special Conditions

If there is any conflict between any provision of the Special Conditions of Sale and any provision of the printed Contract for Sale 2022, the provision of the Special Conditions of Sale will prevail to the extent of the inconsistency.

1. Discharge of Mortgage etc

The Vendor shall not be required to register prior to completion any discharge of Mortgage or Mortgages, Writ or Writs registered on the Title to the subject Property and/ or remove any Caveat or Caveats and the Purchaser shall accept on completion a Discharge of any such Mortgage or Mortgages, Writ or Writs or a withdrawal of Caveat or Caveats in duly registrable form together with an allowance for the registration fees payable to the land titles office.

2. Whole of Agreement

The Purchaser acknowledges that the Purchaser does not rely in this contract upon any warranty or representation made except as are expressly provided herein but has relied entirely upon the Purchaser's inspection of the Property and the Purchaser's own enquires relating thereto.

3. Representations and Condition of the Property

- 3.1 No statement, representation or other warranty is made by or on behalf of the Vendor either expressly or impliedly as to:
- a) The Property or its value;
 - b) The rights, privileges and obligations relating to the Property or part thereof;
 - c) Any consents, approvals, permits or licences desirable or required to be held for the construction of any improvement on the lot or for the present use of the Property have been obtained, or having been obtained have been complied with in all respects;
 - d) Any *work orders*;
 - e) Any easement or restriction on use;
 - f) The compliance or non-compliance with any restriction on user;
 - g) The owner of any Chattels or personal Property;

- h) The existence of any fixtures, the quality, viability, profitability, condition, state of repair or fitness or suitability for any use or purpose or prospective use or purpose of the Property or any part thereof; and
- i) Any compliance or non-compliance with the *Local Government Act 1993* (NSW) or *Swimming Pools Act 1992* (NSW)
- j) energy not in the possession of the Vendor
- k) the BAL rating of the Property.

3.2 Purchaser Warranty

The Purchaser represents and warrants:

- a) It has relied upon the Purchaser's own inspection, enquiries, investigation and assessment as to the state and condition of the Property and any matter relevant to the Property together with any defects whether latent or patent;
- b) It has inspected the Section 10.7.2 certificate and the environmental planning instruments and all Council policies;
- c) It has made its own enquiries in relation to the Section 10.7.2 certificate;
- d) It has made its own enquiries and investigated all relevant environmental planning instruments (including draft environmental planning instruments) and Council policies; and
- e) It is aware of any restrictions and prohibitions on development of the Property.

3.3 No reliance and exclusion of Vendor Warranties

The Purchaser acknowledges to the Vendor that:

- a) It has had ample opportunity before entering this Contract to inspect the Property and to obtain building, pest and other reports on the condition of the Property;
- b) It understands the Property is sold in its present condition and that the price paid under the Contract reflects the condition of the Property;
- c) It is satisfied as to the nature, quality, condition and state of repair of the Property; and
- d) It accepts the Property as it is and subject to all defects (latent and patent), infestations or dilapidation, any encroachment by or upon the property,

any non-compliance with the Local Government Act 1993 (NSW) or Swimming Pool Act 1992 (NSW); and

- e) It is satisfied about the purposes and uses for which the Property may be used; and
- f) It accepts the Property in its current condition including damage or depreciation resulting from fair wear and tear occurring between the contract date and settlement;
- g) It is satisfied that it will be able to secure satisfactory access rights to the Property for use of the Property or any development it may undertake.
- h) It was not induced to enter into this Contract by and did not rely on any representations and warranties by the Vendor, the Vendor's Agent or person on behalf of the Vendor about the subject matter of this Contract, including but not limited to representations and warranties in relation to:
 - i. The nature, fitness or suitability of the Property for any purpose.
 - ii. Vehicular or other access to the Property, or
 - iii. Any possible or potential financial return or income to be derived from the Property,

Except those representations and warranties expressly set out in this Contract; the Property is sold subject to any easement or restriction on use;

- i) It has taken appropriate independent advice on and is satisfied about:
 - i. The Purchaser's obligations and rights under this Contract;
 - ii. The nature of the Property and the purposes for which the Property may be lawfully used;
 - iii. The Vendor's disclosures in and pursuant to this Contract;
 - iv. The Purchaser's entitlement (if any) to any income tax deductions of any type or nature under any law;
 - v. Vehicular and other access to the Property and any possible restriction on such access by any relevant statutory authority; and
 - vi. The extent to which the Property is capable of being developed.
- j) It is not entitled to make any objection, requisition or claim in relation to the condition or state of repair of the Property; and
- k) It is not entitled to delay settlement of the Contract or refuse to settle the Contract or refuse to pay any part of the price upon settlement of the Contract due to any dispute of whatsoever nature relating to any inclusions or chattels.

- 3.4 The Purchaser may not make a claim or requisition, delay completion, claim compensation, rescind or terminate this Contract because of anything in connection with:
- a) any of the matters referred to in the Section 10.7 certificate or any other matters disclosed in this special condition.; or
 - b) loss, damage, infestation or defect (latent or patent) which may affect the Property between the date of this Contract and completion except to the extent that the loss, damage, infestation or defect is caused by an act, omission or negligence of the Vendor; or
 - c) the existence or non-existence of any easement or right affecting or benefiting the Property in respect of any service which passes through another Property or any service for another Property which passes through the Property
 - d) the condition, restriction, existence or non-existence of vehicular access ways required for any development it may intend to undertake or obtain approval for on the Property; or
 - e) any roof or surface water drainage being connected to the sewer; or
 - f) The presence in or on the Property of any hazardous substance or contamination being latent or patent affecting or emanating from the Property and any environmental liability affecting the Property at any time, whether arising from or caused by events that occur before or after the contract date or settlement.
- 3.5 The Purchaser agrees not to delay completion, take any action or make any claim for compensation or damages, costs or expenses against the Vendor in relation to the contents of the section 10.7 certificate or any other matters disclosed in this special condition.
- 3.6 The Purchaser shall not require the Vendor to carry out any work or remove any rubbish or the like from the Property, or any unwanted furniture, fittings or fixtures rubbish or any other items located on the Property. The Purchaser agrees and accepts the Property on completion in its then state of repair, cleanliness and tidiness.
- 3.7 The Purchaser shall not be entitled to require the Vendor to remove any/all hooks, nails and or brackets from the walls and ceiling of the Property nor shall the Purchaser be entitled to require the Vendor to patch, cover, repair and/or repaint such surfaces following the removal of the Vendor's pictures, television and/or hanging items.

- 3.8 The Purchaser shall not make any objection, requisition or claims for compensation and cannot delay settlement or request to withhold any monies from the Vendor or the deposit should the Vendor have any kind of furniture, rubbish, belongings or any items whatsoever placed in front of the property for removal by the Vendor on or after the settlement or completion date, within a reasonable time. The Vendor is deemed to have given the Purchaser vacant possession notwithstanding anything in this clause.

4. Agents Commission Indemnity

The Purchaser warrants that the Purchaser has not been introduced to the Property by any real estate agent other than the real estate agent disclosed in this contract and hereby agrees to indemnify the Vendor against any claim action, suit or demand for agents commission that may be made against the Vendor and arising out of completion of this contract and should it be proved that the Purchaser was so introduced by such an agent. This clause shall not merge on completion.

5. Completion

- (i) The time for completion of this contract shall be the date indicated on the front page of contract (herein after referred to as the "Completion Date"). Should either party be unable to complete this contract by the completion date than the other shall, at any time thereafter be at liberty to make time of the essence of this contract by serving a Notice to Complete, of not less than 14 days' duration, requiring completion within the time set out in that Notice. The 14-day period shall be deemed to be sufficient and reasonable.
- (ii) The Vendor shall not be obliged to remove any charge on the Property for any rate, tax or outgoing until the time of completion of this contract. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge of the Property for any rate, tax or outgoing and shall be entitled to serve a Notice to Complete on the Purchaser notwithstanding that, at the time such Notice is issued or at any time thereafter, there is a charge on the Property for any rate, tax or outgoing.

6. Liquidated Damages

- 6.1 If the Purchaser does not complete this contract by the day stipulated for completion (the "Completion Date") then the Purchaser must pay to the Vendor on completion or termination (whichever first occurs), in addition to the balance of the purchase price, interest on that balance purchase price of the **Ten per centum (10%)** per annum calculated from the day stipulated for completion but excluding the day of the actual completion or termination. The interest calculated on daily

balances and adjustments, must be made as at the earliest of the completion date, the date possession is given to the Purchaser and the date of actual completion. The Purchaser shall not require the Vendor to complete this contract until such payment is made and such payment is a genuine assessment by the parties of the loss and expense thereby suffered by the Vendor. Furthermore, the Purchaser agrees to pay as an adjustment on settlement the sum of \$440.00 (inclusive of GST) representing agreed expenses incurred by the Vendor's solicitors for the drafting, engrossing and serving of a notice to complete upon the Purchaser.

- 6.2 Payment of interest and the agreed expenses of the Vendor under this clause is an essential term of this contract.
- 6.3 The Purchaser need not pay interest under this clause for any period that the Purchaser's failure to complete is caused solely by the Vendor.

7. Death or Mental Illness

Without any matter negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included in this contract, should a party (or if more than one, any of them) prior to completion die or become mentally ill, then either party may rescind this contract by notice in writing to the Purchaser or Vendor and thereupon this contract shall forthwith be at an end and the provision of the clause 19 hereof shall apply.

8. Purchasers Warranty

- 8.1 The Purchaser warrants that:
 - a) The Purchaser (and if more than one than each of them) is ordinarily resident in Australia within meaning of Foreign Acquisitions and Takeovers Act 1975;
 - b) The provision of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the Purchaser or this purchase.
- 8.2 In the event of there being such a breach of this warranty whether deliberately or unintentionally the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

9. Amendments to Printed Form of contract

The Printed clauses of this Contract are amended as set out hereunder:

- a) clause 2.2 is amended by deleting “Normally”;
- b) clause 5 is deleted;
- c) clause 6.2 is deleted;
- d) clause 7 is amended by deleting the words “*before completion*” in line 1 and 2 and replacing them with the words “*within 14 days of the date of this contract, unless provided otherwise in this contract*”;
- e) clause 7.1.1 is deleted;
- f) clause 7.2.6 is amended by inserting the words “*and the amount held, and all net interest must be paid to the Vendor*” at the end of the clause;
- g) clause 8.1 is amended by deleting the words “*on reasonable grounds*”;
- h) clause 9.1, by omitting “(to a maximum of 10% of the price)”;
- i) the first paragraph in clause 10.1 is deleted and the following inserted in lieu therefore:

“The Purchaser cannot make a claim for compensation or requisition, delay completion or rescind or terminate in respect of;”
- j) clause 10.1.8 is deleted and replaced with:

“any easement, positive covenant or restriction on use the existence of any of which is noted in this contract or any non-compliance with the easement, positive covenant or restriction on use; or”;
- k) in clause 10.1.9, references to “*substance*” and “*disclosed*” are replaced with “*existence*” and “*noted*” respectively;
- l) clause 10.1.9, is amended by replacing “.” With “;or” and new subclause 10.1.10 being added as follows:

“10.1.10: any claim, grant, notice, order, or declaration in connection with native title, land rights or heritage protection under the law;”
- m) clause 10.1 is amended to include the following subclauses:

“10.1.11: the position of any fences that may encroach upon the Property or upon any adjoining land or footpath or the absence of any fence or part thereof on the boundaries of the property; or
10.1.12: any encroachment by or upon the property.”
- n) clause 10.2 by inserting ‘make a claim or requisition’ after the word “rescind”;
- o) clause 12.1 is amended by inserting the words “*other than a building certificate*” after the word “*report*”;
- p) clause 12.2.1 is amended by inserting the words “*other than a building certificate*” after the word “*certificate*”;
- q) clause 14.4.2 is deleted from the contract and replaced with the following clause:

“Subject to clause the contract, the amount to be adjusted for land tax is the amount of land tax actually payable in respect of the property by virtue of the ownership by the Vendor”;
- r) clauses 23,25,26,28,29 are deleted; and

s) clause 24.4.3 is amended by replacing “*at least 2 business days before the date for completion*” with “*on completion*”.

If there is any inconsistency between the Standard Form and these Special Conditions, the Special Conditions shall prevail.

10. Investment of Deposit

If this contract provides for the investment of the deposit the parties must promptly advise the deposit holder of their respective tax file numbers and do all things reasonably necessary to facilitate the investment of the deposit.

11. Early Release of Deposit

Notwithstanding any other term or condition to the contrary contained herein it is mutually agreed that the Vendors agent is authorised to release to the Vendor the deposit paid hereunder on exchange of contracts PROVIDED THAT such monies so released shall only be used by the Vendor to assist in the purchase of real Property or for the payment of stamp duty in respect of such Property or to discharge any mortgage or encumbrance recorded on title to enable the Vendor to complete the contract with the Purchaser and shall only be paid into the trust account of a licensed real estate or solicitor or in favour of the mortgagee by way of bank cheque or to Revenue NSW and shall not be further released without the consent of the Purchaser until completion.

If any parts of this clause herein are relied upon by the Vendor, then the deposit provisions contained herein shall not apply and any such release of deposit shall not affect the Purchaser's right to a refund of the deposit.

12. Payment of Deposit

In the event;

- a) The Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- b) The purchase, with the prior consent of the Vendor, has paid a deposit of less than ten per centum (10%) of the purchase price; and
- c) The Vendor terminates this contract;

Then the Vendor shall be entitled to immediately recover from the Purchaser an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this is a right and shall be in addition to and shall not be limited to any remedies available to the Vendor herein contained

or implied notwithstanding any rule or equity to the contrary. This special condition shall not merge on completion of this contract.

13. Error in Adjustments

Each party to this Contract agrees that If on completion of any apportionment of outgoings required to be made under this Contract is overlooked or Incorrectly calculated, any party upon being so requested by the other party, shall forthwith make the correct calculation and pay such amount to the other party as shown by such calculation to be payable. This clause shall not merge on completion of this contract.

14. Survey Report

If a survey report is attached to this contract;

- a) The Purchaser acknowledges that there is no obligation or requisition shall be raised nor claim for compensation made in respect of any encroachment (including fences) forming part of the Property which encroach onto the land adjoining the Property; and
- b) The Vendor will not be required to show any compliance with the provisions of the Local Government Act or any Regulations, Ordinances, instruments or schemes thereunder.

15. Building Certificate

If a building certificate under section 149D of the Local Government Act is attached to this contract, the Purchaser shall not be entitled to make any requisitions, objection or claim for compensation in respect of any matter arising throughout.

16. Deposit Bond

- 16.1 In this contract, the word “Bond/ Guarantee” means the Deposit Power Bond/ Guarantee issued to the Vendor at the request of the Purchaser by (the “Guarantor”) and in, and to the effect of, the form annexed hereto.
- 16.2 The delivery of the Bond/Guarantee no later than the time the deposit is required to be paid under this contract to the person (“Deposit holder”) nominated in this contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Bond/ Guarantee be deemed to be payment of the deposit in accordance with this contract.

- 16.3 On completion of this contract, the Purchaser shall pay to the Vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Bond/ Guarantee, either by way of cash or unendorsed Bank Cheque.
- 16.4 If the Vendor serves on the Purchaser a notice of termination then to the extent that the amount has not already been paid by the Guarantor under the Bond/ Guarantee, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the Deposit holder.
- 16.5 The Vendor acknowledges that payment by the Guarantor under the Bond/ Guarantee shall, to the extent of the amount paid, satisfy the Purchaser's obligation to pay the deposit under the previous paragraph.
- 16.6 The Vendor acknowledges that the Bond/ Guarantee ceased to have effect, and the Guarantor ceases to be liable under the Bond/Guarantee, from and including the Expiry Date of the Bond.

17. Sewerage Diagram

- 17.1 The Purchaser has inspected the Drainage Diagram and Location Print attached to the Contract and acknowledges that these diagrams are all that is available from the recognized sewerage authority.
- 17.2 The Purchaser will not object to the position of the sewer main and shall not make any requisition or any claim, or seek to delay completion or rescind or terminate this Contract in relation to anything disclosed in this condition.

18. Guarantee and Indemnity – Purchaser a Corporation

- 18.1 In consideration of the Vendor entering into this contract with a Purchaser purporting to be a corporation, at the request of the person/s who sign this contract on behalf of the Purchaser ("guarantor") the guarantor (if more than one jointly and severally) hereby:
- a) Warrants that the Purchaser is incorporated;
 - b) Guarantees to the Vendor the observance by the Purchaser of the terms of this contract;
 - c) Indemnifies and agrees at all times hereafter to keep indemnified the Vendor from and against all damages and losses which the Vendor may suffer arising directly or indirectly out of any breach by the Purchaser of any of the provisions of this contract;

- d) Agrees that the indemnity in paragraph (iii) herein shall continue and the guarantor shall remain liable to the Vendor under the indemnity notwithstanding that as a consequence of such breach the Vendor has exercised any of its rights under this contract notwithstanding that the Purchaser may be wound up and notwithstanding that the guarantee in this clause may for any reason whatsoever be unenforceable in whole or part.
- e) Shall ensure that two natural persons execute and deliver to the Vendor's solicitor, with this Contract, a guarantee and indemnity in the form required by the Vendor
- f) This clause shall not merge on completion

19. Conditions of Sale by Auction

- 19.1 The provisions of the standard contract in the box entitled "Auction-Conditions of sale on page 3 shall not apply.
- 19.2 If this Property is to be sold by auction then the following conditions of sale apply:
 - 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 interest 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 accept 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.
- 19.3 The following further conditions apply to and in respect of the sale by auction of residential Property rural land:
- 19.4 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 19.5 One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.

- 19.6 When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

20. Service of Notices

In addition to the Printed Conditions, for the purposes of the service of any notice, letter, document or plan by mail which is required to be so served pursuant to this Contract, such notice shall be deemed to have been sufficiently served on the date which is two days after the date of posting provided further that if such notice is served by electronic mail (email) to the party required to be served, then such notice shall be deemed to be sufficiently served on the date and time sent. For the avoidance of doubt, each party agrees to service of notices by electronic mail (email). For the purpose of this clause the email address of a party is the email address set out in the contract of sale or notified from time to time by the addressee to the sender or as notified from time to time by the addressee to the sender.

21. Land Tax Payable by Purchaser Notwithstanding

Notwithstanding any other provision herein relating to the payment of land tax by the Purchaser - if the Vendor is liable to pay land tax on the subject Property (as per clause 14) for any given year and the completion day nominated herein stipulates a date prior to the 31 December of the given year and the Purchaser delays completion or requests a completion date after 31 December – the Purchaser shall pay the Vendor on completion as part of the settlement monies the land tax.

22. Environmental Matters

- (a) To the extent permitted at law and subject to the terms of this contract, the Purchaser purchases the property subject to whatever Contaminant are in, on or under the property or any improvements on it, and the Purchaser is not entitled to make any objection, requisition, Claim (whether under this contract or otherwise), delay completion or purport to rescind or terminate the contract in respect of the presence of any Contaminant.
- (b) To the extent permitted at law and subject to the terms of this contract, on and from completion the Purchaser shall assume all responsibility and liability for and associated with all Contaminants in, on or under the property and any improvements on it (including any Contamination caused during or prior to the period that the property was owned by the vendor) including full responsibility for compliance with and liability under all Environmental Laws.
- (c) In this clause 22 the following words having meaning defined –

Authority means:

- (i) any government in an jurisdiction, whether federal, state, territorial or local;
- (ii) any provider of public utility services, whether statutory or not; and
- (iii) any other person, authority, instrumentality or body having jurisdiction rights, powers, duties or responsibilities over the property or any part of it.

Contaminant means any Substance, including without limitation asbestos, synthetic mineral fibre or polychlorinated biphenyls, the presence of which:

- (i) is or may be a significant risk of harm to human health or the environment;
- (ii) breaches any environmental Law or other law; or
- (iii) could result in an Authority issuing a notice in respect of the Substance;

and Contamination has a corresponding meaning.

Environmental Law means all laws, regulations, orders, notices, ordinances or applicable standards or policies of any Authority relating to or dealing with:

- (i) planning;
- (ii) the environment;
- (iii) health;
- (iv) any Contaminant;
- (v) the disposable, discharge or treatment of any Contaminant; or
- (vi) any spill, leakage, Contaminant or remediation of a Contaminant.

Environmental Liability means any obligation, expense, penalty or fine under any Environmental Law which would or could be imposed upon the purchaser or any occupier of the Property as a result of activities carried on during the ownership or occupation of the Property by the vendor, or by the vendor's predecessors in title or by any previous occupier of the Property.

Substance means any solid, liquid or gas and any radiation, radioactivity or magnetic activity.

23. Whole Agreement

The Purchaser acknowledges that the provisions of this Contract constitutes the entire agreement between the parties concerning its subject matter and all previous agreements, undertakings and negotiations on that subject matter cease to have effect.

24. GST

To the extent that there is any inconsistency between clause 13 and this clause, the provisions of this clause shall prevail.

- 24.1 All terms used in this clause have the meaning given to those terms in the GST Act.
- 24.2 Unless this contract expressly states otherwise, the consideration and other amounts payable are expressed on an exclusive of GST basis.
- 24.3 If any supply made under or in connection with this contract is subject to GST, then in respect of that supply:
- a) The Purchaser must pay an amount to the Vendor in addition to the relevant GST-exclusive consideration; and
 - b) The additional amount payable is:
 - An amount equal to the GST payable to the Australian Taxation Office in respect of the relevant supply; and
 - Payable at the same time and in the same manner as the GST exclusive consideration for the supply to which the additional amount relates.
- 24.4 The supplier must provide the recipient of the supply with a tax invoice in respect of that supply (where required under the GST Act).
- 24.5 If on completion all amounts to be adjusted under this contract are not actually adjusted, the Vendor must give the Purchaser another tax invoice or an adjustment note (as the case required) within 14 days after any further adjustment is made.
- 24.6 The Purchaser warrants it is GST registered at the date hereof or alternatively will be GST registered at the date of completion.

This Clause shall not merge on completion.

25. Section 47 Land Tax Certificate

The Vendor warrants and the Purchaser acknowledges that the Vendor will provide section 47 Land Tax Certificate, in accordance with the provisions of the Conveyancing (Sale of Land) Regulation 2022 as amended, to the Purchaser not later than 2 days prior to Settlement/completion of this Contract. The Vendor further warrants and the Purchaser acknowledges the Vendor will attend to payment, if applicable, to clear such certificate on Settlement/Completion of this Contract, and the Purchaser cannot make a claim or requisition or rescind, delay settlement or terminate in regard to this clause.

Completion of the contract cannot be delayed by the Purchaser for the date the Vendor serves on the Purchaser or the Purchaser's representative a section 47 land tax certificate. The Vendor is not regarded as unable, not ready or unwilling to complete because of the date the Vendor serves on the Purchaser or the Purchaser's representative a section 47 land tax certificate. The Vendor is entitled to serve a notice to complete on the Purchaser despite the date the section 47 land tax certificate is provided.

26. Withholding Tax

- 26.1 This Special Condition applies to a sale which is not an excluded transaction under Section 14-215 of the Taxation Administration Act 1959 (the "TA Act") and a clearance Certificate within the meaning of Section 14-220 of TA ("Clearance Certificate") which is current at the completion date for every Vendor is not attached to this contract.
- 26.2 If the Purchaser serves at least 14 days before completion evidence of the Purchaser having submitted a payment notification under the TA Act to the Australian Taxation Office the Vendor must direct the Purchaser on completion to produce a settlement cheque for the remittance amount payable to the Deputy Commissioner of Taxation and the Purchaser must forward that settlement cheque to the Deputy Commissioner of Taxation immediately after completion and serve evidence of receipt of payment of the remittance amount upon the Vendor. The Purchaser shall not be required to complete this Contract unless that direction is given by the Vendor and the Vendor cannot refuse to complete this contract if the Purchaser complies with this Special Condition.
- 26.3 If the Vendor serves a clearance certificate or a variation under Section 14-235 of the TA Act the Purchaser does not have to complete earlier than two days after it is served.
- 26.4 Clause (ii) does not apply if the Vendor serves a clearance certificate for every Vendor.

27. PEXA

Settlement will take place on the PEXA platform unless otherwise modified or required by either party. The Vendor warrants and the Purchaser acknowledges that in the event that this matter is not completed through PEXA due to the Purchaser, the Purchaser's mortgagee or the Purchaser's legal representative being unable or unwilling to transact in PEXA, then the Purchaser will make an adjustment on settlement in favour of the Vendor for \$440.00 in payment of the Vendor's additional legal costs for completing settlement manually in relation to same and is an essential term of this Agreement.

28. Electronic Signatures

- 28.1 The parties agree to accept, for the purposes of exchange of Contracts, signatures by either the Vendor or Purchaser which are emails or, photocopies or any other form of electronic signatures.
- 28.2 The Purchaser consents to this contract being in an electronic form signed and entered into by all parties in accordance with an online method approved by the Vendor.
- 28.3 The parties agree that they shall not make a requisitions objection claim or delay completion due to the matter of execution of this Contract as at the exchange date.

29. Swimming Pool

If this contract relates to land upon which a swimming pool or spa pool subject to the Swimming pools act 1992 is situated then one of the following documents is annexed;

- 29.1 A valid certificate of Compliance issued under section 22D of the Swimming Pools Act 1992 which is not less than three (3) years old;
or
- 29.2 An occupation certificate which authorises the use of the swimming pool that is not less than three (3) years old and evidence that the swimming pool is registered under Part 3A of the Swimming Pools act 1992; or
- 29.2 A valid certificate of non-compliance issued under clause 18BA of the Swimming Pools Regulation 2008.
 - (i) If a certificate of non-compliance issued under the Swimming Pools Regulation 2008 is annexed to this contract the vendor transfers the responsibility to obtain a certificate of compliance to the purchaser and the purchaser acknowledges that he has 90 days from the completion date to rectify defects listed in the certificate of non-compliance and obtain a certificate a compliance. The cost of such rectification works shall be at the expense of the purchaser.
 - (ii) The purchaser shall not be entitled to raise any requisition, objection, and claim for compensation or terminate the contract in respect of the swimming pool or spa.

30. Caveat

The vendor will cause the caveat with registration AK987263 to be withdrawn on or before settlement.

Schedule – If a Purchaser is a corporation, then the Directors of such corporation must insert their names, details and sign as Guarantors

Guarantors:

1. Full Name:
Address:
Occupation:
2. Full Name:
Address:
Occupation:

IN WITNESS whereof of the said Guarantors have hereunto set their hand and seal the day of 20

Signed Sealed and Delivered]
By the Said]
In the presence of]

[Guarantor]

.....
[Witness]

Signed Sealed and Delivered]
By the Said]
In the presence of]

.....
[Guarantor]

[Witness]

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 12/855323

SEARCH DATE	TIME	EDITION NO	DATE
31/7/2025	12:30 PM	7	9/9/2018

LAND

LOT 12 IN DEPOSITED PLAN 855323
AT BLACKTOWN
LOCAL GOVERNMENT AREA BLACKTOWN
PARISH OF PROSPECT COUNTY OF CUMBERLAND
TITLE DIAGRAM DP855323

FIRST SCHEDULE

AIAZ HUSSEIN (T AK29205)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A300985 COVENANT
- 3 DP843506 RESTRICTION(S) ON THE USE OF LAND
- 4 DP855323 EASEMENT TO DRAIN WATER 1.2 WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP855323 EASEMENT TO DRAIN WATER 1.2 WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP855323 EASEMENT TO DRAIN WATER 1.2 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP855323 RESTRICTION(S) ON THE USE OF LAND
- 8 AK29206 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- * 9 AK987263 CAVEAT BY SHAKUNTALA DEVI HUSSEIN

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

RM:

PRINTED ON 31/7/2025

Search Date/Time: 31/07/2025 12:30PM

LEGALSTREAM AUSTRALIA - 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.

* 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.

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

Lengths are in metres

Sheet 1 of 5 Sheet

PART 1

Plan

DP 855323

Plan of Subdivision of
Lot 2 in DP 849546
Covered by Council Certificate
No. 7294 of 1-12-95

Full name and address of
Proprietors of the Land.

Teakplace Pty Limited.
ACN 060 723 104
105 George Street, Parramatta 2150

1. Identity of Easement firstly
referred to in the above-
mentioned plan.

Easement to Drain Water 1.2 wide
and variable.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

7

8, 9, 11, 12, 13 and 14

8

9, 11, 12, 13 and 14

2. Identity of Easement secondly
referred to in the above-
mentioned plan.

Easement to Drain Water 1.2 wide.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

4

3

5

4 and 3

6

5, 4 and 3

12

11

13

9, 11 and 12

14

9, 11, 12 and 13

15

16, 17, 18, 19, 20 and 21

16

17, 18, 19, 20 and 21

17

18, 19, 20 and 21

18

19, 20 and 21

19

20 and 21

20

21

23

22

24

22 and 23

33

15, 16, 17, 18, 19, 20 and 21

38

22, 23 and 24

Approved by the Council of the City of Blacktown

B.T. Hume

P. J. Hume
.....
Authorised person

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

Lengths are in metres

Sheet 2 of 5 Sheet

PART 1

Plan

DP 855323

Plan of Subdivision of

Lot 2 in DP 849546

Covered by Council Certificate

No. ⁹²⁹⁴.....of.....¹⁻¹²⁻¹⁹⁹⁵.....

3. Identity of Easement thirdly
referred to in the above-
mentioned plan.

Easement to Drain Water 3.4 wide

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

36 and 38

The Council of the City of Blacktown

4. Identity of restriction fourthly
referred to in the above-
mentioned plan.

Restriction on Use

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

36, 37, 38 and 39

The Council of the City of Blacktown

5. Identity of restriction fifthly
referred to in the above-
mentioned plan.

Restriction on Use.

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

Each Lot

Every Other Lot

Approved by the Council of the City of Blacktown

BT Mcmillan

[Signature]
.....
Authorised person

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

Lengths are in metres

Sheet 3 of 5 Sheet

PART 1

Plan

DP 855323

Plan of Subdivision of
Lot 2 in DP 849546
Covered by Council Certificate
No. ⁹²⁹⁴.....of..... ¹⁻¹²⁻¹⁹⁹⁵.....

6. Identity of restriction sixthly
referred to in the above-
mentioned plan.

Restriction on Use

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

2, 6, 7, 8, 14,
34 and 35

The Council of the City of Blacktown

7. Identity of restriction seventhly
referred to in the above-
mentioned plan.

Restriction on Use

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots, roads or Authority benefited

36

The Council of the City of Blacktown

PART 2

TERMS OF RESTRICTION ON USE FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No building or structure shall be erected or be permitted to remain on any lot burdened until such time as that lot is further subdivided with adjoining land as approved by the Council of the City of Blacktown.

Approved by the Council of the City of Blacktown

BT Murrell

[Signature]
.....
Authorised person

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

Lengths are in metres

Sheet 4 of 5 Sheet

PART 2

Plan

DP 855323

Plan of Subdivision of

Lot 2 in DP 849546

Covered by Council Certificate

No. 9294 of 1-12-1995

TERMS OF RESTRICTION ON USE FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No fence shall be erected on each lot burdened to divide it from any adjoining land owned by Teakplace Pty Limited without the consent of Teakplace Place but such consent shall no be withheld if such fence is erected without expense to Teakplace Pty Limited provided that this restriction shall remain in force only during such time as Teakplace Pty Pty Limited is the Registered Proprietor of any land immediately adjoining the land burdened in the Plan and this covenant shall bind the adjoining owner of such land successive owners and assigns of each lot burdened.

TERMS OF RESTRICTION ON USE SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No burdened lot shall be used nor shall any part thereof be used as a means of access or route to or from any part of Holbeche Road and no owner of such a lot shall pass or repass nor shall that owner permit or authorise any of his employees visitors or authorised persons to pass or repass on foot or by vehicle or otherwise across the boundary between Holbeche Road and those lots 2, 6, 7, 8, 14, 34 and 35 without the consent of the Blacktown City Council (which consent may at any time be revoked by the said Council at its absolute discretion)

TERMS OF RESTRICTION ON USE SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

No building or structure shall be erected or permitted to remain on any lot burdened until such time as the tailout drain and/or absorption drainage as appropriate is removed from the lot and reinstated with compacted earth in accordance with Blacktown Council's Engineering Development specification.

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE THE EASEMENT FIRSTLY, SECONDLY AND THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Council of the City of Blacktown

NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION ON USE FOURTHLY, SIXTHLY AND SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The Council of the City of Blacktown

Approved by the Council of the City of Blacktown

PT McNeill

[Signature]
.....
Authorised person

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

Lengths are in metres

Sheet 5 of 5 Sheet

PART 2

Plan

DP 855323

Plan of Subdivision of

Lot 2 in DP 849546

Covered by Council Certificate

No...9294.....of...1-12-1995

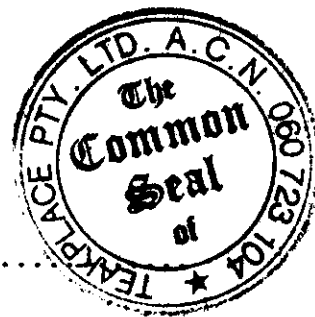
NAME OF PERSON OR AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION
ON USE FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The aforementioned proprietor for such period as it is the registered proprietors of any of the lots in the abovementioned plan or for the period of two years from the date of registration of the abovementioned plan as a deposited plan which ever is the latter.

THE COMMON SEAL OF)
TEAKPLACE PTY LIMITED)
was hereunto affixed by the)
authority of the Board in the)
presence of:)

M. Macleay

Director



[Signature]
.....
Secretary DIRECTOR

Approved by the Council of the City of Blacktown

[Signature]
.....
Authorised person

EXECUTED BY ESANDA FINANCE CORPORATION
LIMITED A.C.N. 004 346 043 by being signed, sealed and
delivered by its Attorney **Ian Macleay Ellery**
(who certifies that he is the Acting Manager, Securities
in the New South Wales Division of Esanda Finance
Corporation Limited) pursuant to Powers of Attorney registered
No. 657 Book 3625, in the presence of:

[Signature]

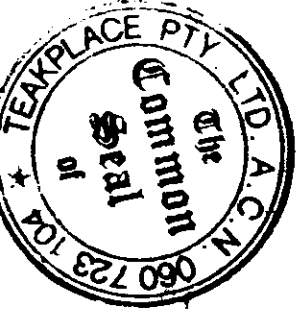
[Signature]

REGISTERED



55-12-1995

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

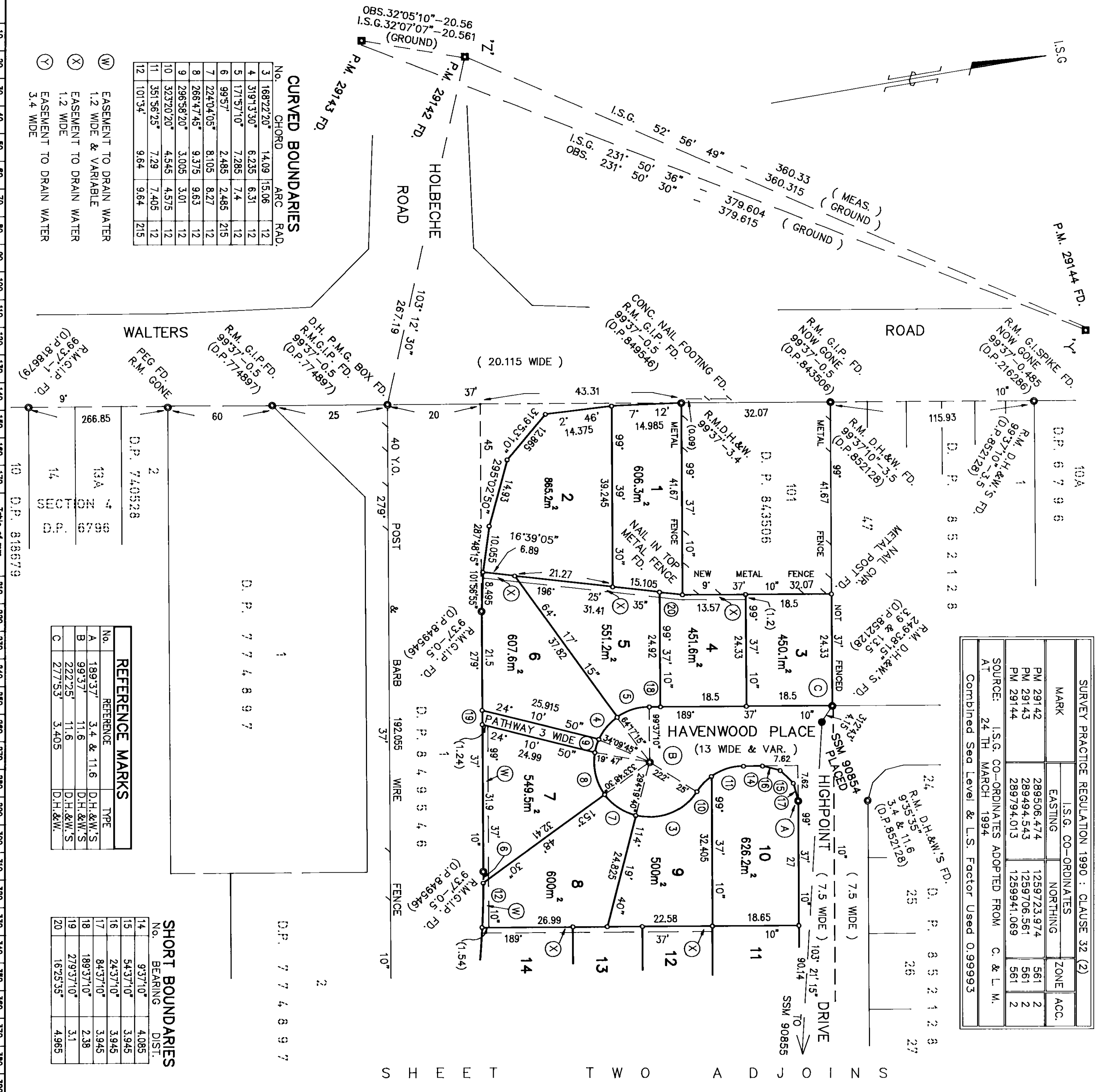


PLAN APPROVED
Crown Lands Office Approval
Land District
Paper No.
Field Book

PLAN APPROVED
Crown Lands Office Approval
Land District
Paper No.
Field Book

PLAN APPROVED
Crown Lands Office Approval
Land District
Paper No.
Field Book

SURVEY PRACTICE REGULATION 1990 : CLAUSE 32 (2)				
MARK	I.S.G. CO-ORDINATES		ZONE	
	EASTING	NORTHING	ACC.	
PM 29142	289506.474	1259723.974	561	2
PM 29143	289494.543	1259706.561	561	2
PM 29144	289794.013	1259941.069	561	2
SOURCE: I.S.G. CO-ORDINATES ADOPTED FROM C. & L. M. AT 24 TH MARCH 1994				
Combined Sea Level & L.S. Factor Used 0.999993				



PLAN APPROVED
Crown Lands Office Approval
Land District
Paper No.
Field Book

PLAN APPROVED
Crown Lands Office Approval
Land District
Paper No.
Field Book

DP 855323

Registered: **5-12-1995**

C.A.: **Nº 9294 OF 12.1.1995**

Title System: **TORRENS**

Purpose: **SUBDIVISION**

RefMap: **UG252-32**

Last Plan: **DP 849546**

PLAN OF SUBDIVISION OF LOT 2 IN D.P. 849546

Lengths are in metres. Reduction Ratio 1: 600

L.G.A. **BLACKTOWN**

Locality: **BLACKTOWN**

Parish: **PROSPECT**

County: **CUMBERLAND**

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable)

1. **DAVID JOHN MILLER**

of 1/11 ROMFORD ROAD, BLACKTOWN

a surveyor registered under the Surveyors Act, 1923, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey Practice Regulation 1990 and was completed on 16th MAY 1995

DATUM LINE OF AZIMUTH 'Z' - 'Y'

(Signature) **D.J. Miller**

Surveyor registered under the Surveyors Act 1923

Plans used in preparation of survey/development:

D.P. 843506 D.P. 818679

D.P. 364042 D.P. 710416

D.P. 216286 D.P. 6796

D.P. 843506 D.P. 849546

D.P. 774897

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE

1.) HIGHPOINT DRIVE 7.5 & 15 WIDE AND VARIABLE

2.) HAVENWOOD PLACE 13 WIDE & VAR.

3.) QUAL ROAD 15 WIDE

4.) SPOONBILL AVENUE 15 WIDE

5.) JABIRU PLACE 13 WIDE & VAR. TO THE PUBLIC AS ROAD

6.) PATHWAY 3 WIDE TO THE PUBLIC

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED, IT IS INTENDED TO CREATE:-

1.) 'W' EASEMENT TO DRAIN WATER

2.) 'X' EASEMENT TO DRAIN WATER

3.) 'Y' EASEMENT TO DRAIN WATER

4.) RESTRICTION ON USE

5.) RESTRICTION ON USE

6.) RESTRICTION ON USE


7.) RESTRICTION ON USE

PLAN APPROVED
Crown Lands Office Approval
Land District
Paper No.
Field Book

PLAN APPROVED
Crown Lands Office Approval
Land District
Paper No.
Field Book

PLAN APPROVED
Crown Lands Office Approval
Land District
Paper No.
Field Book

DP 855323

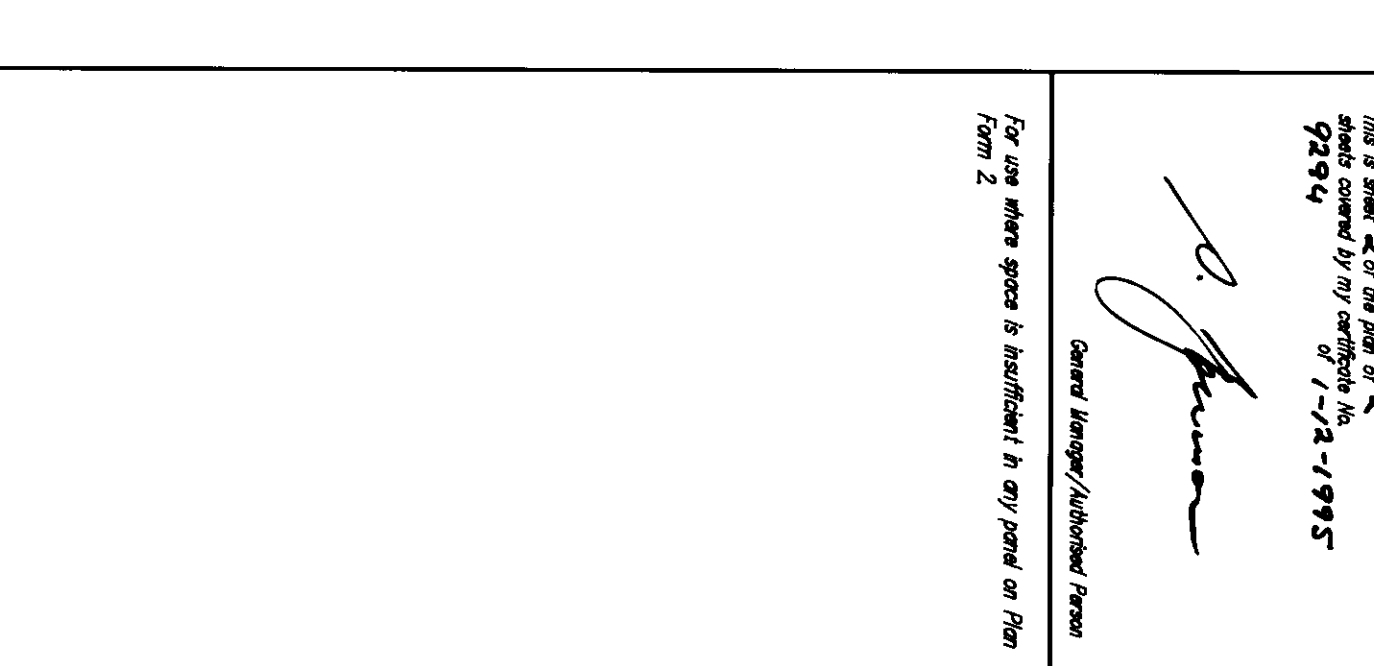
Registered:  5-12-1995 *JS*

*This is sheet 2 of my plan h 2 sheets
dated*

16 th MAY 1995

J. J. Miller

Surveyor registered under Surveyors Act 1929



REFERENCE MARKS			
No.	REFERENCE	TYPE	
D	189.37'	3.4 & 11.5	D.H.&W.'S
E	189.37'	3.4 & 11.6	D.H.&W.'S
F	189.37'	3.4 & 11.5	D.H.&W.'S
G	222.12'	3.4 & 11.5	D.H.&W.'S
H	277.00'	4.7 & 16.3	D.H.&W.'S
J	279.37'	3.4 & 11.5	D.H.&W.'S
K	279.37'	3.4 & 13.0	D.H.&W.'S
L	267.23'	12.06	D.H.&W.
M	189.37'	3.3 & 11.5	D.H.&W.'S
N	224.47'	3.4 & 11.5	D.H.&W.'S
O	224.47'	3.4 & 11.5	D.H.&W.'S
P	92.31.25"	8.6	D.H.&W.
	6.59.20"	8.6	D.H.&W.

P.M. CONNECTIONS TABLE			
SSM 90854 - SSM 90855	10.3' 21" 15"	90.14	
SSM 90855 - SSM 90859	190' 02' 10"	35.89	
SSM 90859 - SSM 90858	120' 51' 10"	113.785	
SSM 90855 - SSM 93714	94' 13' 10"	126.085	
SSM 90858 - SSM 93714	22' 06' 35"	91.12	

7 7 4 3 9 7

2

70.37'

37'

28.4'

189°

G.I.N. IN FACE OF
OLD Rd. POST RD.

OLD POST & BARB WIRE FENCE 40 YRS

(W) EASEMENT TO DRAIN WATER
1.2 WIDE & VARIABLE
(X) EASEMENT TO DRAIN WATER
1.2 WIDE
(Y) EASEMENT TO DRAIN WATER
3.4 WIDE

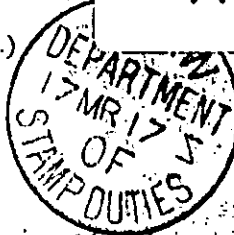
Transfer

Endorsement

Certificate

MEMORANDUM OF TRANS

A300985A



FEE SIMPLE.

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

A 300985

N. S. W. Realty Co. Limited
of Sydney.

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

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

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

being registered as the proprietor of an Estate in fee simple^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of Seventy seven pounds -
eight shillings and threepence (£47-8-3)

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

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

I paid to ~~me~~ by Herbert Edward Day of Blacktown Labourer in respect of the land hereafter firstly described and in conson of £47-8-6 paid to it by Robert Robins of Blacktown Plumber in respect of the land hereafter secondly described and in conson of £92-18-0 paid to the said Robert Robins in respect of the land the receipt whereof I hereby acknowledge, firstly described the receipt of which several sums are hereby acknowledged.

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

I do hereby transfer to the said by direction of the Herbert Edward Day as to the land firstly described testified by his joining in and executing these presents Transfer to the said Robert Robins

g Area in acres, rods, or perches.

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

h Parish or town and county.

situate in the Shire of Blacktown, Parish of Prospect and County of Cumberland

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

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

being part of the land comprised in Certificate of Title

Strike out if not appropriate.

dated 13th November 1913 registered volume No. 2415 folio 201

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

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—
"as delineated in the plan hereon [or annexed hereto]" or "described as follows, viz:—"

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

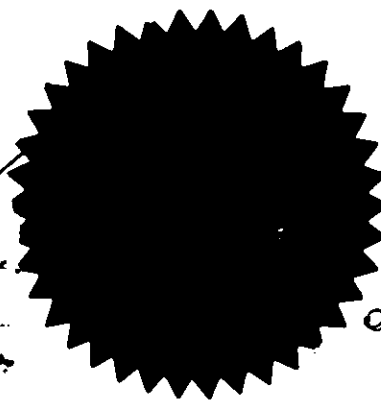
And also in the pieces of land as follows:— And being Lot 11th Section 4 shown on Deposited Plan No. 6796. And Also all that piece of land situate as aforesaid being part of the land comprised in Certificate of Title dated 13th November 1913 registered Volume No. 2415 Folio 201 and being Lot 12th Section 4 shown on Deposited Plan No. 6796. This transfer is subject to the following conditions:—(The land when built on must be fenced and no advertisement boarding shall be erected on the land) hereby transferred.

[Rule up all blanks before signing.]

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

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

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

Realty Co. Pty. Ltd.
James hereto, J.P., in presence of
this 16th day of March
1917
John W. Schradet
Notary Public
S.P. Realty Co. Pty. Ltd.
by its attorney
W. A. Dickson

[Rule up all blanks before signing.]

m If this instrument be
signed or acknowledged
before the Registrar-
General or Deputy
Registrar-General, or
a Notary Public, a
J.P., or Commissioner
for Affidavits, to whom
the Transferrer is
known, no further
authentication is
required. Otherwise
the ATTESTING WITNESS
must appear before
one of the above
functionaries to make
a declaration in the
annexed form.
This applies only to
instruments signed
within the State.
If the parties be
resident without the
State, but in any
British Possession, the
instrument must be
signed or acknowledged
before the Registrar-
General or Recorder of
Titles of such
Possession, or before
any Judge, Notary
Public, Governor,
Government Resident,
or Chief Secretary of
such Possession. If
resident in the
United Kingdom, then
before the Mayor or
Chief Officer of any
Corporation, or a
Notary Public. And if
resident at any foreign
place, then before the
British Consular
Officer at such place.
If the Transferrer or
Transferee signs by a
mark, the attestation
must state "that the
instrument was read
"over and explained
"to him, and that he
"appeared fully to un-
derstand the same."

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

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

Transferrer.*

Signedⁿ in my presence
by the said Herbert
Edward Day, who
is personally known
to me

Herbert Edward

W. A. Schradet
Notary Public

n Repeat attestation for
additional parties if
required.

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

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

Signed in my presence by the said

Robert Robins

WHO IS PERSONALLY KNOWN TO ME

Charles
84th Pitt
Sydney

Robert Robins

Transferree.

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

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

The City Mutual Life Assurance Society, Limited being the Mortgagee mentioned in Memorandum of mortgage dated the 30th day of September 1913 and registered No. A 55431 York
Hereby release from the said mortgage the land comprised in the within Memorandum of Transfer but without prejudice to the mortgagee's rights against the other land comprised in the said Memorandum of mortgage.

The Common Seal of the City Mutual Life Assurance Society Limited was affixed hereto by the Directors of the said Society this 27th day of March 1917 in the presence of

John Hopson
Gen Secretary

Chas Anderson
A. J. Damp
A. J. Damp

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at

, the

day of

, one thousand nine hundred and

the attesting witness to this instrument, and declared that he personally knew

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

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

Name of witness and residence.

Name of Transferror.

Name of Transferror.

No. *19238* Memorandum of Transfer of
2ac. 1rd 20³/₄ pt. Lots 11a & 12 of Section 4
DP 6796
Shire of Blacktown
54 Ph of Prospect
(Subject to conditions)

Lodged by

(Name)

(Address)

U.S.W. Realty Co Limited Transferror.
Robert Robins Transferree.

A 300985

Particulars entered in the Register Book, Vol. *24/5*

Folio *201*

the *24th* day of *April*, 19*17*,
at ~~minutes~~ *2* o'clock
in the *after* noon.

18/4/17
Registrar General.

	DATE	INITIALS
SENT TO SURVEY BRANCH	<i>22.3.17</i>	<i>13.4.17</i>
RECEIVED FROM RECORDS		
DRAFT WRITTEN	<i>16.4.17</i>	<i>17.4.17</i>
DRAFT EXAMINED	<i>17.4.17</i>	<i>17.4.17</i>
DIAGRAM COMPLETE	<i>18.4.17</i>	<i>17.4.17</i>
DIAGRAM EXAMINED	<i>19.4.17</i>	<i>17.4.17</i>
DRAFT FORWARDED		
RETD. TO RECORDS		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS	<i>26 APR 1917</i>	<i>17.4.17</i>
DEP. REGISTRAR GENERAL	<i>27.4.17</i>	<i>17.4.17</i>
	<i>2752</i>	<i>147</i>

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION :-

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s. ; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED.**

Lengths are in metres

Sheet 1 of 2 sheets

PART 1

Plan

DP 843506

Plan of Subdivision of
Lot 8 in D.P. 364042
Covered by Council Certificate
No. ~~8846~~ of 31.8.1994...

Full name and address of
Proprietors of the Land.

Borsalino Investments Pty Ltd
197 Walters Road
Blacktown 2148
A.C.N. 001 342 285

1. Identity of Restriction firstly
referred to in the abovementioned plan.

Restriction on Use.

SCHEDULE OF LOTS, ETC. AFFECTED.

Lots Burdened

Lots, roads or Authority benefited

102

The Council of the City of Blacktown.

PART 2

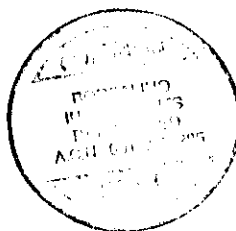
Terms of Easement firstly referred to in the abovementioned plan.

No building shall be erected upon the lots burdened until such time as that lot is
resubdivided by a subdivision approved by the Council of the City of Blacktown.

Name of person or Authority empowered to release vary or modify the Restriction firstly
referred to in the abovementioned plan.

The Council of the City of Blacktown.

The Common Seal of)
Borsalino Investments Pty Ltd)
was hereunto affixed by)
authority of the Board in)
the presence of:)



.....
Secretary

.....
Director

Approved by the Council of the City of Blacktown

.....
Town Clerk

REGISTERED



5. 10. 1994

Ad. 11-12-13

COMEST N° 12350 d 11.4.1994

COMBINED SEA LEVEL & L.S. FACTOR USED 0.99993

1. RESTRICTION ON USE.

1. RESTRICTION ON USE.

Planning certificate



Section 10.7 (2)

We have prepared this Planning Certificate under Section 10.7 of the *Environmental Planning and Assessment Act 1979*. The form and content of the Certificate is consistent with Schedule 2 of the Environmental Planning and Assessment Regulation 2021.

Applicant details

R MAWAD
4 ALBION ST
HARRIS PARK NSW 2150

Your reference 19238

Certificate details

Certificate no.	PL2025/09390	Fee	\$71.00
Date issued	04 August 2025	Urgency fee	N/A
Receipt no	ReceiptNo		

Property information

Property ID	322475	Land ID	322475
Legal description	LOT 12 DP 855323		
Address	5 QUAIL ROAD BLACKTOWN NSW 2148		
County	CUMBERLAND	Parish	PROSPECT

Within this certificate, we have included references to websites where you may find additional information. If you still require assistance on any matter covered by this certificate, please contact us on 02 5300 6000 or at s10.7certificates@blacktown.nsw.gov.au

Disclaimer

Blacktown City Council gives notice and points out to all users of the information supplied herein, that the information herein has been compiled by Council from sources outside of Council's control. While the information herein is provided with all due care and in good faith, it is provided on the basis that Council will not accept any responsibility for and will not be liable for its contents or for any consequence arising from its use, and every user of such information is advised to make all necessary enquiries from the appropriate organisations, institutions and the like.

Blacktown City Council also gives notice to all users of the information supplied herein, wherever any particular enquiry herein remains unanswered or has not been elaborated upon, such silence should not be interpreted as meaning or inferring either a negative or a positive response as the case may be.

Notice on the NSW Government's review of State Environmental Planning Policies

This note only applies to land affected by one or more of the following State Environmental Planning Policies (SEPPs), which were repealed on 1 March 2022.

- State Environmental Planning Policy (Sydney Region Growth Centres) 2006
- State Environmental Planning Policy (State Significant Precincts) 2005
- Sydney Regional Environmental Plan No 30—St Marys
- State Environmental Planning Policy (Western Sydney Parklands) 2009
- State Environmental Planning Policy (Western Sydney Employment Area) 2009
- State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

From 1 March 2022, the following State Environmental Planning Policies apply as follows:

- State Environmental Planning Policy (Precincts – Central River City) 2021 applies where:
 - Appendix 3, 4, 6, 7 or 12 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Appendix 7 or 10 of repealed State Environmental Planning Policy (State Significant Precincts) 2005 applied.
- State Environmental Planning Policy (Precincts – Western Parklands City) 2021 applies where:
 - Appendix 5 of repealed State Environmental Planning Policy (Sydney Region Growth Centres) 2006 applied.
 - Sydney Regional Environmental Plan No 30—St Marys applied.
 - State Environmental Planning Policy (Western Sydney Parklands) 2009 applied.
 - State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applied.
- State Environmental Planning Policy (Industry and Employment) 2021 applies where:
 - State Environmental Planning Policy (Western Sydney Employment Area) 2009 applied.

Any reference to repealed SEPPs listed above in this Certificate means either of the SEPPs identified above.

Note that the content of the repealed SEPPs has been transferred and has not changed.

Employment Land Zones Reforms

From 26 April 2023, *State Environmental Planning Policy Amendment (Land Use Zones) 2022 (829)* applies.

Employment zones commence for land that is affected by Blacktown Local Environmental Plan 2015 on 26 April 2023.

From 26 April 2023, in a document (other than a State Environmental Planning Policy) a reference to a former zone under an environmental planning instrument is taken to include a reference to a new zone under the environmental planning instrument.

To determine the new zone for previously zoned Business and Industrial zoned land please refer to the published equivalent zones tables. <https://www.planning.nsw.gov.au/-/media/Files/DPE/Plans-and-policies/Policy-and-legislation/Planning-reforms/equivalent-zones-tables-per-lep.pdf?la=en>

The Department of Planning and Environment is currently reviewing the translation of employment zones for land that is zoned under a State Environmental Planning Policy.

Section 10.7 (2)

The following information is provided under Section 10.7(2) of the *Environmental Planning and Assessment Act 1979*. The information relates to the subject land at the date of this Certificate.

1. Relevant planning instruments and development control plans

1.1 Environmental planning instruments

The following environmental planning instruments apply to the carrying out of development on the land:

Blacktown Local Environmental Plan 2015 applies to the subject land.

Attachment 1 contains a list of State Environmental Planning Policies that **may** apply to the carrying out of development on the subject land.

1.2 Development control plans

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

Blacktown Development Control Plan 2015 applies to the subject land.

1.3 Proposed environmental planning instruments

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

The following draft State Environmental Planning Policies (SEPPs) or Explanation of Intended Effects (EIE) are currently on exhibition or have been exhibited. For more information refer to <https://www.planningportal.nsw.gov.au/draftplans>.

- State Environmental Planning Policy (Sustainable Buildings) 2022
On 29 August 2022, the NSW Government announced changes to the BASIX standards as part of the new this new policy, which will come into effect on 1 October 2023.
- Review of Clause 4.6
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 March and 12 May 2021 to review Clause 4.6 of the Standard Instrument Local Environmental Plan. The Department of Planning has indicated that this matter is currently under consideration.
- Amendment to the then State Environmental Planning Policy (State and Regional Development)
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 2 March to 16 March 2020 to amend State Environmental Planning Policy (State and Regional Development) 2011 to facilitate the efficient delivery of upgrades to existing water treatment facilities in NSW. The Department of Planning has indicated that this matter is currently under consideration.

- **Amendment to the then Infrastructure State Environmental Planning Policy**
The then NSW Department of Planning, Industry and Environment exhibited and Explanation of Intended Effect from 20 November to 17 December 2020 to amend the Infrastructure SEPP related to health services facilities. The Department of Planning has indicated that this matter is currently under consideration.
- **Amendment to the then State Environmental Planning Policy (Sydney Region Growth Centres) 2006**
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect from 7 September to 28 September 2018 to amend State Environmental Planning Policy (Sydney Region Growth Centres) 2006. The Department of Planning has indicated that this matter is currently under consideration.
- **Proposed State Environmental Planning Policy (Environment)**
The then NSW Department of Planning, Industry and Environment exhibited an Explanation of Intended Effect between 31 October 2017 and 31 January 2018 for the proposed Environment SEPP. The Department of Planning has indicated that this matter is currently under consideration.

1.4 Proposed development control plans

On Friday 18 July 2025 Council placed on public exhibition proposed amendment to Parts A, C, E and H of the Blacktown Development Control Plan 2015.

The intended outcome of the draft DCP is to improve flooding and stormwater management, tree and vegetation management, biodiversity and urban heat resilience.

2. Zoning and land use under relevant environmental planning instruments

The following information will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Zoning

The following is the name(s) of the zone(s) under the environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

Zone R2 Low Density Residential

The following is an extract from Blacktown Local Environmental Plan 2015 outlining the types of development that may or may not be carried out in the above zone

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 enable certain activities to be carried out within the zone that do not adversely affect the amenity of the neighbourhood.

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Respite day care centres; Roads; Seniors housing; Tank-based aquaculture; Veterinary hospitals; Water reticulation systems

4 Prohibited

Any development not specified in item 2 or 3

2.2 Zoning under draft Environmental Planning Instruments

The following is the name(s) of the zone(s) under the draft environmental planning instrument(s) that applies to the land, including the purposes for which development in the zone(s):

- (a) may be carried out without development consent, and
- (b) may not be carried out except with development consent, and
- (c) is prohibited:

There is no zoning proposed under a draft environmental planning instruments that applies to the land

2.3 Additional permitted uses

The following outlines whether any additional permitted uses apply to the land:

Additional permitted uses may apply to the subject land in line with the following table. Note that section 1.1 of this Planning Certificate outlines if any of the below environmental planning instruments apply.

For more information, please refer to the relevant environmental planning instruments on the NSW Legislation website <https://legislation.nsw.gov.au/>.

Environmental planning instrument	Provisions - Additional permitted uses
Blacktown Local Environmental Plan 2015	Applies to certain land as outlined in clause 2.5.
State Environmental Planning Policy (Precincts—Central River City) 2021	Applies to certain land in the Huntingwood West Precinct, Greystanes Southern Employment Lands site, Riverstone West Precinct Plan, Alex Avenue and Riverstone Precinct Plan, Area 20

Environmental planning instrument	Provisions - Additional permitted uses
	Precinct Plan, Schofields Precinct Plan, and Blacktown Growth Centres Precinct Plan.
State Environmental Planning Policy (Precincts – Western Parkland City) 2021	Applies to land in the Rouse Hill Regional Park, and to certain land in Marsden Park Industrial Precinct Plan.
State Environmental Planning Policy (Industry and Employment) 2021	Applies to certain land in the western Sydney employment area.

2.4 Minimum land dimensions for the erection of a dwelling house

The following outlines whether development standards apply to the land that fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions:

There are no minimum land dimensions for the erection of a dwelling house that apply to land under Blacktown Local Environmental Plan 2015. Dwelling outcomes are controlled by other mechanisms. Refer to Blacktown Local Environmental Plan 2015 for relevant development standards for minimum subdivision lot size, and Blacktown Development Control Plan 2015 for relevant development controls that apply.

The minimum land dimensions for the erection of a dwelling house located in the Sydney region growth centres and affected by State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021 is found in Part 4, Principal development standards of the relevant appendix.

For land affected by Chapter 6 St Marys of State Environmental Planning Policy (Precincts – Western Parkland City) 2021, the minimum land dimensions for a dwelling house are controlled by the St Marys Eastern Precinct and Ropes Creek Precinct Plans.

For more information, please access the relevant environmental planning instrument listed above at the NSW Legislation website: <https://legislation.nsw.gov.au/>

2.5 Biodiversity

The following outlines where the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Refer to the Department of Planning and Environment's online tool, which outlines if the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*. The tool is located at:

<https://www.lmbc.nsw.gov.au/Maps/index.html?viewer=BOSETMap>

2.6 Conservation area

The following outlines whether the land is in a conservation area:

- Priority Conservation Land in the Blacktown local government area is generally located in the following locations:

- Bushland surrounding Prospect Reservoir, Prospect
 - Plumpton Park, Plumpton
 - Nurragingy Reserve, in Doonside/Rooty Hill/Glendenning
 - Doctor Charles McKay Reserve, Mount Druitt
 - Land adjoining Ropes Creek in Mount Druitt, Minchinbury and Eastern Creek
 - Shanes Park woodland
 - Wianamatta Regional Park, Ropes Crossing
 - Bushland in Angus bounded generally by Walker Parade, Park Road, Charlotte Street, Robert Street, Ben Street and Penprase Street
 - Bushland in Colebee to the north of the Westlink M7 and south of Sugarloaf Crescent, Colebee.
- b) The Cumberland Plain Conservation Plan may apply to the site. Under the plan, there is land that is specified as 'certified urban capable land' where certain controls apply. There is also land specified as 'certified major transport corridor'.

The areas where the plan applies are:

- for 'certified urban capable land', certain land in the suburbs of Mount Druitt and Rooty Hill.
- for 'certified major transport corridors', the future Westlink M7 extension corridor generally to the north of Hassall Grove, Bidwill, Shalvey and Willmot, and through the Wianamatta Regional Park to the west of Ropes Crossing.

More information on land is affected by the Cumberland Plain Conservation Plan can be found on the Department of Planning and Environment website:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Strategic-conservation-planning/Cumberland-Plain-Conservation-Plan/Planning-controls>

The Cumberland Plain Conservation Plan spatial viewer that visually shows the affected areas is also available online at:

https://webmap.environment.nsw.gov.au/Html5Viewer4142/index.html?viewer=CPCP_View

2.7 Heritage

The following outlines where an item of environmental heritage, or proposed environmental heritage item, is located on the land:

The subject land is not affected by an item of environmental heritage or a proposed environmental heritage item.

3. Contributions plans

3.1 Contribution plans

The following outlines the name of each contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 1 applying to the land:

Contributions Plan No. 1 - 1980s Release Areas applies to the subject land.

3.2 Draft contributions plans

The following outlines the name of each draft contributions plan under *the Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

Refer to Contributions plans section above to determine if any draft contributions apply.

3.3 Special contributions

The following outlines if the land is in a special contributions area under the *Environmental Planning and Assessment Act 1979*, Division 7.1 applying to the land:

The land may be in a Special Contribution Area as described below.

Land in the Growth Centres that are zoned under State Environmental Planning Policy (Precincts – Central River City) 2021 and State Environmental Planning Policy (Precincts – Western Parkland City) 2021, as specified in section 1.1 of this Planning Certificate, is in a Special Contribution Area, and will incur a Special Infrastructure Contribution.

You can find the map and other relevant information on the Special Contribution Area on the Department of Planning and Environment's website:

<https://www.planning.nsw.gov.au/Plans-for-your-area/Infrastructure-funding/Special-Infrastructure-Contributions/Western-Sydney-Growth-Area-SIC>

An interactive map is on the ePlanning Spatial Viewer under Layers > Development Control > Special Infrastructure Contributions at:

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>

4. Complying development

4.1 Where complying development codes apply

The following outlines if the land is land on which complying development may be carried out under each of the development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if complying development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, available at:
www.legislation.nsw.gov.au

4.2 Variations to complying development codes

The following outlines if the complying development codes are varied under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The complying development codes are not varied for the subject land under Schedule 3 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5. Exempt development

5.1 Where exempt development codes apply

The following outlines if the land is on land on which exempt development may be carried out under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008:

Council does not have enough information to determine if exempt development can apply. For more information, please review the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 available at: www.legislation.nsw.gov.au

5.2 Variations to exempt development codes

The following outlines if the exempt development codes are varied, under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, Clause 1.12, in relation to the land:

The exempt development codes are not varied for the subject land under Schedule 2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

6. Affected building notices and building product rectification orders

6.1 Affected building notice in force

The following outlines if Council is aware of any affected building notice in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building notice in force for the subject land.

6.2 Affected building rectification order in force

The following outlines if Council is aware of any affected building product rectification order in force for the subject land:

As at the date of this Planning Certificate, Council is not aware of any affected building product rectification order in force for the subject land.

6.3 Affected building rectification order – notice of intent

The following outlines if Council is aware of any outstanding notice of intention to make a building product rectification order for the subject land:

As at the date of this Planning Certificate, Council is not aware of any outstanding notice of intention to make a building product rectification order for the subject land.

7. Land reserved for acquisition

7.1 Current provisions

The following outlines whether an environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

The land may be reserved for acquisition by an authority of the state. It is reserved where it is located on the Land Reservation Acquisition map. This is an interactive map and can be found on the ePlanning Spatial Viewer under Layers > Principal Planning Layers > Land Reservation Acquisition Map at: <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

There are also Land reservation acquisition maps under each of the following environmental planning instruments, which can be accessed on the NSW Legislation website at: <https://legislation.nsw.gov.au/>

- Blacktown Local Environmental Plan 2015
- State Environmental Planning Policy (Precincts—Central River City) 2021
- State Environmental Planning Policy (Precincts—Western Parkland City) 2021
- State Environmental Planning Policy (Industry and Employment) 2021 (but only where the site is in the Western Sydney employment area, as specified in Chapter 2).

Note that section 1.1 of this Planning Certificate outlines if any of the above environmental planning instruments apply.

7.2 Draft provisions

The following outlines whether a draft environmental planning instrument as described in section 1 makes provision for the acquisition of land by an authority of the state, as referred to in section 3.15 of the *Environmental Planning and Assessment Act 1979*:

A draft environmental planning instrument referred to in section 1 of this certificate may make provision in relation to 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

The following outlines whether the land is affected by road widening or road realignment.

8.1 The Roads Act 1993 Part 3 Division 2

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

8.2 An environmental planning instrument

The subject land is not affected by road widening or road realignment under an environmental planning instrument.

8.3 A resolution of the Council

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

9. Flood related development controls

The following outlines:

- 9.1** If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes/**No**

- 9.2** 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.

Yes/**No**

- 9.3** The flooding precincts are shown on Maps online, within the layer titled “Flooding Precincts”.

A link to this map can be found here: <https://www.blacktown.nsw.gov.au/Plan-build/Stage-2-plans-and-guidelines/Online-planning-tools/BLEP-2015-Maps-online>

They are based on results of engineering flood studies commissioned by Council or other government authorities. The information provided in this section is general advice based on results of engineering flood studies commissioned by Council or other government authorities. For more detailed flood information, please contact Council's Flooding Section and/or email Floodadvice@blacktown.nsw.gov.au

Adoption - Local Overland Flow Flood Study

On 22 May 2024, Council adopted the Blacktown Overland Flow Flood Study. The updated overland flow flood maps can be viewed here: <https://blacktown.macrogis.com.au/flood/>

Please be advised also that over time, the information on any section 10.7 planning certificate issued for land will be updated to reflect the updated overland flow affectation for that land, as adopted by Council on 22 May 2024.

Further information can be found here: <https://www.blacktown.nsw.gov.au/Our-environment/Waterways/Flooding-in-the-Blacktown-local-government-area/Flood-studies>

10. Council and other public authority policies on hazard risk restrictions

The following outlines whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

10.1 Land slip

Council does not have an adopted policy that restricts the development of the land because of the likelihood of land slip.

10.2 Bush fire

Council does not have an adopted policy that restricts the development of the land because of the likelihood of bush fire.

The Rural Fire Services' 'Planning for Bush Fire Protection 2019' provides development standards for designing and building on bush fire prone land in New South Wales. The document is available on the Rural Fire Service's website at:

<https://www.rfs.nsw.gov.au/plan-and-prepare/building-in-a-bush-fire-area/planning-for-bush-fire-protection>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to bush fire that are to be considered, where applicable.

10.3 Tidal inundation

Council does not have an adopted policy that restricts the development of the land because of the likelihood of tidal inundation.

10.4 Subsidence

Council does not have an adopted policy that restricts the development of the land because of the likelihood of subsidence.

10.5 Acid sulfate soils

Council does not have an adopted policy that restricts the development of the land because of the likelihood of acid sulfate soils.

10.6 Contamination

Council does not have an adopted policy that restricts the development of the land because of the likelihood of contamination.

Chapter 4, Remediation of land of the State Environmental Planning Policy (Resilience and Hazards) 2021 sets out provisions in relation to contamination. The document is available on the NSW Legislation website at: <https://legislation.nsw.gov.au/>.

Contaminated land planning guidelines are also available on the Environment Protection Authority's (EPA) website at <https://www.epa.nsw.gov.au/-/media/epa/corporate-site/resources/clm/managing-contaminated-land-guidelines-remediation.pdf>

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to contamination that are to be considered, where applicable.

10.7 Aircraft noise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of aircraft noise.

10.8 Salinity

Council does not have an adopted policy that restricts the development of the land because of the likelihood of salinity.

It is noted that the development control plan(s) referred to in Section 1 of this Planning Certificate may have provisions in relation to salinity.

10.9 Coastal hazards

Council does not have an adopted policy that restricts the development of the land because of the likelihood of coastal hazards.

10.10 Sea level rise

Council does not have an adopted policy that restricts the development of the land because of the likelihood of sea level rise.

10.11 Other risks

Council has adopted an Asbestos Policy which may restrict development on the subject land. The Asbestos policy applies where land contains, or is likely to have contained in the past, buildings or structures that were erected prior to the banning of asbestos. The policy is available on Council's website: www.blacktown.nsw.gov.au

The Policy should be considered in the context of any other relevant NSW legislation and guidelines.

11. Bushfire prone land

The following outlines if any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under section 10.3 of the *Environmental Planning and Assessment Act 1979*:

The subject land is identified on Council's Bush Fire Prone Land Map as being clear of any bushfire prone land.

12. Loose-fill asbestos insulation

The following outlines 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:

As at the date of this Planning Certificate, the land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading on 13 32 20 or visit the website for more information at <https://www.fairtrading.nsw.gov.au/>

13. Mine subsidence

The land is not in an area proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. Paper subdivision information

14.1 Development plan adopted

The following outlines whether a development plan has been adopted by a relevant authority that applies to the land:

The land is not subject to a development plan adopted by a relevant authority.

14.2 Development plan adopted – subject to ballot

The following outlines whether a development plan has been adopted by a relevant authority that is proposed to be subject to a ballot, and if so, the name of the plan:

The land is not subject to a development plan that has been adopted by a relevant authority that is proposed to be subject to a ballot.

14.3 Subdivision order

The following outlines if a subdivision order applies to the land, and if so, the date of the subdivision order:

The land is not subject to a subdivision order.

15. Property vegetation plans

There is no land in the local government area that is subject to an approved Property vegetation plan, which is in force under the Part 4 of the *Native Vegetation Act 2003*:

16. Biodiversity stewardship sites

The following outlines if the land is subject to a Biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*:

Council has not been notified that the land is subject to a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*.

17. Biodiversity certified land

The following outlines if the land is biodiversity certified land under the Part 8 of the *Biodiversity Conservation Act 2016*.

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

Council has not been notified that the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*.

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

The following outlines whether Council has been notified of an order that has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land:

Council has not been notified of an order under the Act in respect of tree(s) on the land.
Council has not verified whether any order has been made of which it has not been notified.
The applicant should make its own enquiries in this regard if this is a matter of concern.

Trees (Disputes Between Neighbours) Act 2006 decisions by local government area can be found on the Land and Environment Court of New South Wales website at:

<https://www.lec.nsw.gov.au/lec/types-of-cases/class-2---tree-disputes-and-local-government-appeals/development-application-appeals/helpful-materials/merit-decisions-by-local-government-areas.html>

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

According to Council's records the owner (or previous owner) of the land **has not** consented in writing to the land being subject to annual charges for coastal protection services relating to existing coastal protection works (within the meaning of section 496B of the *Local Government Act 1993*).

20. Western Sydney Aerotropolis

The following outlines if, whether under Chapter 4 of the State Environmental Planning Policy (Precincts—Western Parkland City) 2021, the land is:

20.1 In a contour of 20 or greater, as shown on the Noise exposure contour map or Noise exposure forecast contour map

This does not apply to any land in the Blacktown local government area.

20.2 On the Lighting intensity and Wind shear map

This does not apply to any land in the Blacktown local government area.

20.3 On the Obstacle limitation surface map

The land may be shown on the Obstacle limitation surface map. This applies to some areas in the suburbs of Prospect (around Prospect Reservoir), Eastern Creek, Minchinbury, and small areas of Bungaribee and Mount Druitt. For more information refer to the Obstacle limitation surface map on the NSW Legislation website:

<https://www.planningportal.nsw.gov.au/publications/environmental-planning-instruments/state-environmental-planning-policy-precincts-western-parkland-city-2021>

20.4 On the Public safety area map:

This does not apply to any land in the Blacktown local government area.

20.5 In the '3 kilometre' or '13 kilometre' wildlife buffer zone on the Wildlife buffer zone map:

The 3 kilometre wildlife buffer zone does not apply to any land in the Blacktown local government area.

The land may be in the '13 kilometre wildlife buffer zone' on the Wildlife buffer zone map. This applies primarily to some industrial areas of Eastern Creek and some parts of Minchinbury and Mount Druitt.

An interactive map is available on the ePlanning Spatial Viewer under Layers > State Environmental Planning Policies > SEPP (Precincts – Western Parkland City) 2021 > SEPP (Western Sydney Aerotropolis) 2020 > Wildlife Buffer Zone

<https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>. (Turn off the 'zoning' layer under Layers > Principal Planning Layers > Land Zoning Map for ease of viewing).

21. Development consent conditions for seniors housing

The following outlines whether or not Chapter 3, Part 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in section 88(2) of that policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of seniors housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

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

22.1 Site compatibility certificate

The following outlines whether there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land, and if so, the period for which the certificate is current. Note that a copy may be obtained from the Department of Planning and Environment where this applies. For more information, visit the planning portal at: <https://pp.planningportal.nsw.gov.au/SCC>

A site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land, has not been issued.

22.2 SEPP Housing - conditions of consent

The following outlines if Chapter 2, Part 2, Division 1 or 5 of the State Environmental Planning Policy (Housing) 2021 applies to the land, and if so, any conditions of a development consent in relation to the land that are of a kind referred to in section 21(1) or 40(1) of that Policy:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

22.3 SEPP Affordable rental housing - conditions of consent

The following outlines if there are any conditions of a development consent in relation to land that are of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, and if so, the conditions:

- Council's records are currently incomplete in relation to this matter.
- Historically, if the site was to be used for the purposes of affordable rental housing, a restriction to that effect may have been placed on the land title under section 88B of the *Conveyancing Act 1919*. Please refer to the 88B Instrument for the site which can be accessed from NSW Land Registry Services to confirm if any such restrictions apply at: <https://www.nswlrs.com.au/>
- Alternatively, please review the relevant determinations that apply to the site. If required, a copy of the determinations can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

23. Matters under the Contaminated Land Management Act 1997, section 59(2)

23.1 Significant contamination

The following outlines if the land, or part of the land, to which this certificate relates, is significantly contaminated land at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of the land being significantly contaminated land. The NSW Environment Protection Authority's website records if the land is significantly contaminated land. For more information visit <https://www.epa.nsw.gov.au/>

23.2 Management order

The following outlines if the land to which this certificate relates is subject to a management order at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of a management order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a management order. For more information visit <https://www.epa.nsw.gov.au/>

23.3 Voluntary management proposal

The following outlines if the land is the subject of an approved voluntary management proposal at the date when the certificate was issued:

As at the date of this Planning Certificate, Council is not aware of an approved voluntary management proposal applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to a voluntary management proposal. For more information visit <https://www.epa.nsw.gov.au/>

23.4 Maintenance order

The following outlines if the land to which the certificate relates is subject to an ongoing maintenance order:

As at the date of this Planning Certificate, Council is not aware of an ongoing maintenance order applying to the site. The NSW Environment Protection Authority (EPA) website records if the land is subject to an ongoing maintenance order. For more information visit <https://www.epa.nsw.gov.au/>

23.5 Site audit statement

The following outlines if the land to which the certificate relates is the subject of a site audit statement, and if a copy of such a statement has been provided at any time to Council:

- Council's records are currently incomplete in relation to this matter.
- If Council holds a copy of a Site Audit Statement (SAS) applying to the land, it will be found in the documents lodged with a development application for the land. If required, a copy of SAS related development application documents can be obtained via an informal application under the *Government Information (Public Access) Act 2009*.

Attachment 1 – State Environmental Planning Policies

In addition to the principal environmental planning instrument identified in section 1.1 of this Certificate, the following State Environmental Planning Policies may also affect the development on the subject land.

State Environmental Planning Policy (Housing) 2021

The principles of this policy include to

- enable development of diverse housing types, including purpose-built rental housing
- encourage the development of housing that will meet the needs of housing that will meet the needs of low income, vulnerable and seniors and people with a disability
- ensure housing developments with reasonable level of amenity.

This policy is the consolidation of repealed policies including the Affordable Rental Housing SEPP (2009), Housing for Seniors SEPP (2004), SEPP No 21 Caravan Parks, SEPP 70 Affordable Housing.

Note: that General savings provisions apply for the repealed instruments in line with Schedule 7 Savings and transitional provisions of the policy.

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

This policy aims to ensure consistency in the implementation of the BASIX scheme throughout NSW by overriding provisions of other environmental planning instruments and development control plans that would otherwise add to, subtract from or modify any obligations arising under the BASIX scheme.

On 29 August 2022, the Department of Planning and Environment announced changes to the BASIX standards as part of the new State Environmental Planning Policy (Sustainable Buildings) 2022, which will come into effect on 1 October 2023.

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

This policy is also known as the Codes SEPP and includes a number of codes that allow for certain types of development to be undertaken without the need for Council approval. They are known as either Exempt development or Complying development, which allows for approval under a fast-track system, if the relevant standards are met.

State Environmental Planning Policy No 65 - Design Quality of Apartments

This policy aims to improve the design quality of residential apartment development through the application of 9 design quality principles. The policy also provides requirements for a constituted design review panel to provide independent expert advice to Council on the merit of residential flat developments. A design review panel is not mandatory.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

This policy contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application
- the land use planning and assessment framework for koala habitat
- provisions that establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray
- provisions seeking to protect and preserve bushland within public open space zones and reservations
- provisions which aim to prohibit canal estate development
- provisions to support the water quality objectives for the Sydney drinking water catchment
- provisions to protect the environment of the Hawkesbury-Nepean River system
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Industry and Employment) 2021

This policy contains planning provisions:

- applying to employment land in western Sydney.
- for advertising and signage in NSW.

State Environmental Planning Policy (Planning Systems) 2021

This policy:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Primary Production) 2021

This policy contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

State Environmental Planning Policy (Precincts - Central River City) 2021

This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Central River City. The Central River City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Precincts – Western Parkland City) 2021 This policy contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area.

The precincts in this policy are within the Western Parkland City.

The Western Parkland City is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan – A Metropolis of Three Cities.

State Environmental Planning Policy (Resilience and Hazards) 2021

This policy contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the *Coastal Management Act 2016*
- to manage hazardous and offensive development
- that provide a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Resources and Energy) 2021

This policy contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW
- that aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area. It identifies land that contains extractive material of regional significance.

State Environmental Planning Policy (Transport and Infrastructure) 2021

This policy contains:

- planning provisions for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery
- planning provisions for child-care centres, schools, TAFEs and universities
- planning controls and reserves land for the protection of 3 transport corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line)
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

End of certificate

Sewer Service Diagram

Application Number: 2198911

SEWER SERVICE DIAGRAM			
Lot No. <u>12</u>	DP No. <u>855323</u>	House No. <u>5</u>	Street <u>Quail</u>
SUBURB OF <u>Blacktown</u>		LGA. <u>1.200</u>	SSD No. <u>29/1/2019</u>
Licence No. <u>2449492</u>		Now / COC No.	Date <u>29/1/2019</u>
Signature: _____			

<ul style="list-style-type: none"> Boundary Trap Inspection Shaft Inspection Opening Gully FW Vertical Junction Sloped Junction On Back Junction 	<ul style="list-style-type: none"> AAV Air Admittance Valve B Basin Bth Bath Waste Bid Bidet CO Clean Out FW Floor Waste Gully Shr Shower S Sink (kitchen) 	<ul style="list-style-type: none"> BS Sink (bar) (L) Trough (laundry) WC Water Closet Vert Vertical Pipe WS Waste Stack SVP Sewer Vent Pipe V Vent Pipe IPMF Induct Pipe Mica Flap 	<ul style="list-style-type: none"> Chr Chamber Pit Grease Interceptor Pump Unit Onsite Treatment System Reflux Valve Capped Point Provisional (future) drain point
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NOTES:

- This diagram was supplied by the plumber/drainier whose licence number appears above.
- It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
- Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
- Further acceptable abbreviations may be used as identified in AS/NZS 3500.2.2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

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North

Quail road

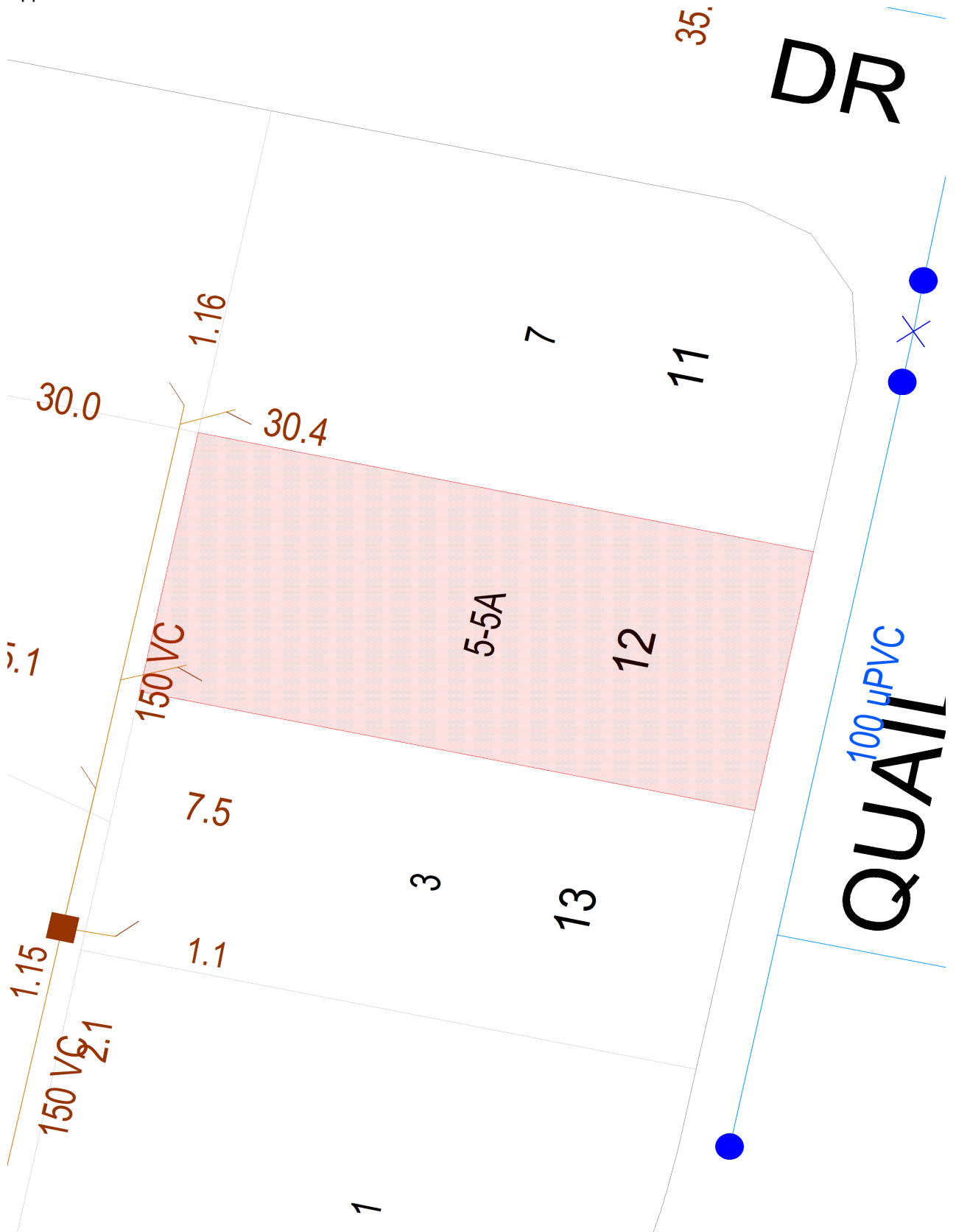
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Disclaimer

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**.

Service Location Print

Application Number: 2198912




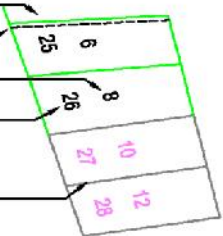

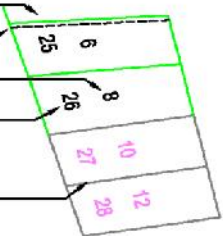

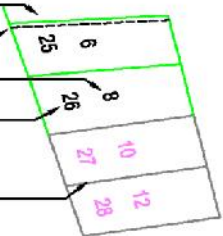

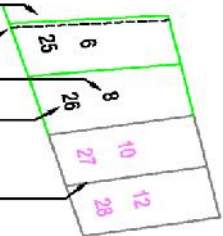

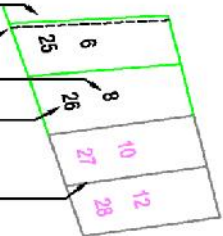

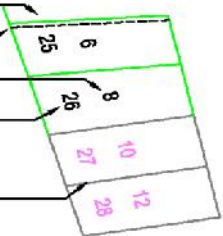

















































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Disclaimer

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

Disclaimer

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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**.

RE/MAX Xtra

I/We, Surjeet Singh and Lokesh Garg on behalf of Partner In Your Care Pty Ltd acknowledge that we have read and understood the following information provided to me.

- ☐ Residential Tenancy Agreement
- ☐ Rental Bond Lodgement
- ☐ Additional Terms & Conditions
- ☐ New Tenant Checklist
- ☐ Key Acknowledgment Form
- ☒ ~~Smoke Alarm Acknowledgment Form~~
- ☐ Condition Report

Signature

Signature

Signature

Signature

Date

RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2010

(SUITABLE FOR A TENANCY WHERE THE TERM OF RESIDENTIAL TENANCY AGREEMENT DOES NOT EXCEED 3 YEARS)

RE/MAX Xtra

IMPORTANT NOTES ABOUT THIS AGREEMENT

1. The tenant should be given time to read this agreement (including the completed condition report which should be completed before or when giving this agreement to the tenant to sign) and to obtain appropriate advice if necessary.
2. A landlord or landlord's agent must give a tenant an approved form of information statement (which explains both parties' rights and obligations under this agreement) published by NSW Fair Trading before the tenant enters into the residential tenancy agreement.
3. If this agreement has a fixed term of more than 3 years, it must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*. In that circumstance, the parties should seek their own independent legal advice to ensure this agreement is in a registrable form.

This agreement is made on 29 / 03 / 2019 at 5 Quail Road, Blacktown, NSW, 2148. between

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

Name/s Aiaz Hussein

Contact Details Xtra Property Solutions Pty Limited T/A RE/MAX Xtra

A.B.N. (if applicable)

Care of Agent ☒ Yes ☐ No

Suite 1, Level 1, 136 Victoria Road

PARRAMATTA. NSW. 2150

TENANT *[Insert name of tenant(s) and contact details]*

Partner In Your Care Pty Ltd

Surjeet Singh - 0413 822 391 - jeet.singh@piyc.com.au

Lokesh Garg - 0430 197 157 - admin@piyc.com.au

Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

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

Licensee Xtra Property Solutions Pty Ltd

Trading as RE/MAX Xtra

A.B.N. 30 612 213 279

Address Suite 1, Level 1,

136 Victoria Road, Parramatta, NSW

Postcode 2150

Phone 02 8838 5600

Fax 02 8838 5666

Mobile 0488 291 908

Email morris.short@remax.com.au

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

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

Name/s N/A

A.B.N. N/A

Address N/A

Postcode N/A

Phone N/A

Fax N/A

Mobile N/A

Email N/A

TERM OF AGREEMENT

The term of this agreement is: Twelve (12)

~~weeks~~ / months / ~~years~~

starting on 29 / 03 / 2019 and ending on 28 / 03 / 2020 [Cross out if not applicable]

RESIDENTIAL PREMISES

The residential premises are *[Insert address]*

Address 5 Quail Road and 5A Quail Road

Suburb BLACKTOWN

State NSW

Postcode 2148

The residential premises include: *[Include any additional matters, such as a parking space or furniture provided]*

An additional office between the home and granny flat. A 5 Bedroom Home . A 2 bedroom Granny Flat.



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 or personal belongings.

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

N/A

RENT

The rent is \$1015.00 per week payable in advance starting on 29 /03 /2019 .

The method by which the rent must be paid:

(a) to Rental Rewards at www.rentalrewards.com.au by ~~cash or cheque~~ or

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

BSB number: N/A Account number: N/A

Account name: N/A

Payment reference: PIYC5QU , or

(c) as follows: N/A

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

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

A rental bond of \$4060.00 must be paid by the tenant on signing this agreement.

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

IMPORTANT INFORMATION
MAXIMUM NUMBER OF OCCUPANTS

No more than 7 (Seven) persons may ordinarily live in the premises at any one time.

URGENT REPAIRS

Nominated tradespeople for urgent repairs and their contact details:

Electrical repairs:	B&R Electrical	Telephone: 0403 370 026
Plumbing repairs:	Rod Man Plumbing	Telephone: 0419 499 661
Other repairs:	Trevor Franceschina	Telephone: 0401 851 286

WATER USAGE

Will the tenant be required to pay separately for water usage? Yes ☒ No ☐ If yes, see clauses 11 and 12.

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? Yes ☐ No ☒ If yes, see clause 35 and clause 56.

CONDITION REPORT

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

TENANCY LAWS

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

RESIDENTIAL TENANCY AGREEMENT

RIGHT TO OCCUPY THE PREMISES

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

COPY OF AGREEMENT

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

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
 - 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

RENT INCREASES

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

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

6. The landlord and the tenant agree:

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

RENT REDUCTIONS

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

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

9. **The landlord agrees** to pay:
 - 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
 - 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. **The tenant agrees** to pay:
 - 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
 - 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
 - 10.3 all charges for pumping out a septic system used for the residential premises, and
 - 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
 - 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:

10.5.1 are separately metered, or

10.5.2 are not connected to a water supply service and water is delivered by vehicle.

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

11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

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

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

11.4 the residential premises have the following water efficiency measures:

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

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

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

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

POSSESSION OF THE PREMISES

13. **The landlord agrees:**

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

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

TENANT'S RIGHT TO QUIET ENJOYMENT

14. **The landlord agrees:**

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

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

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

USE OF THE PREMISES BY TENANT

15. **The tenant agrees:**

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

15.2 not to cause or permit a nuisance, and

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

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

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

16. **The tenant agrees:**

16.1 to keep the residential premises reasonably clean, and

16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

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

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

17.1 to remove all the tenant's goods from the residential premises, and

17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

17.4 to remove or arrange for the removal of all rubbish from the residential premises, and

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

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

18. **The landlord agrees:**

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

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

18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

URGENT REPAIRS

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

19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

RESIDENTIAL TENANCY AGREEMENT

- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

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

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

SALE OF THE PREMISES

20. The landlord agrees:

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

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

22. The landlord and tenant agree:

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

LANDLORD'S ACCESS TO THE PREMISES

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

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Civil and Administrative Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,

- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 23.10 if the tenant agrees.

24. The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.

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

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

ALTERATIONS AND ADDITIONS TO THE PREMISES

27. The tenant agrees:

- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. The landlord agrees not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

LOCKS AND SECURITY DEVICES

29. The landlord agrees:

- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

RESIDENTIAL TENANCY AGREEMENT

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

30. The tenant agrees:

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

32. The landlord and tenant agree that:

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

34. The landlord agrees:

- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

~~25. The landlord agrees to give to the tenant within 7 days of entering into this agreement a copy of the by laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015, the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.~~

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

SWIMMING POOLS

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

~~40. The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 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]

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

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

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

RESIDENTIAL TENANCY AGREEMENT

LOOSE-FILL ASBESTOS INSULATION

40B. The Landlord agrees:

- 40B.1** if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 40B.2** if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable and, if not applicable, note clauses 54.2(a) and 54.2(c)]

~~41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:~~

~~41.1 if the fixed term is for 2 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or~~

~~41.2 if the fixed term is for more than 2 years,~~

\$

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

~~Note: Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord, an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Also refer to clauses 50, 53, 54 and 55 for termination of this agreement.~~

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

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

ADDITIONAL TERM - PETS

- 43. The tenant agrees** not to keep animals on the residential premises without first obtaining the written consent of the landlord and, if applicable, the body corporate, community association or board of directors.
- 44. The landlord agrees** that the tenant may keep the following animals on the residential premises unless otherwise prohibited by a strata by-law, community title rule, company title rule and/or management statement, or under a law relating to health or other applicable law:

N/A

N/A

45. The tenant agrees to:

- 45.1** have the carpet professionally cleaned and to have the residential premises treated by a professional pest control provider / entity if animals have been kept on the residential premises during the tenancy;
- 45.2** repair any damage caused by animals kept on the residential premises;
- 45.3** upon request, and in the form of evidence elected, by the landlord or landlord's agent, provide to the landlord or the landlord's agent (as the case may be) evidence that the tenant has complied with clauses 45.1 and 45.2 of this agreement; and
- 45.4** indemnify the landlord in respect of all claims arising out of or in connection with any damage, costs or personal injuries caused or contributed to by:
- (a) any animals kept by the tenant on the residential premises; and
 - (b) any animals moving, or being moved by someone, across the residential premises and any common areas.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

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

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

- 47.** Further to clauses 15 and 16 and subject to any applicable by-law, **the tenant agrees:**

- 47.1** to use the residential premises for residential purposes only;
- 47.2** not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- 47.3** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 47.4** to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 47.5** to wrap up and place garbage in a suitable container;
- 47.6** to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 47.7** to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 47.8** to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 47.9** to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 47.10** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;

- 47.11 to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 47.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 47.13 not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 47.14 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

48. The tenant agrees:

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

ADDITIONAL TERM - RENT AND RENTAL BOND

49. The tenant agrees:

- 49.1 to pay the rent on or before the day which the term of this agreement begins; and
- 49.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

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

ADDITIONAL TERM - OCCUPANTS

51. The tenant agrees:

- 51.1 not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 51.2 to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

ADDITIONAL TERM - TERMINATION

52. The tenant acknowledges that a notice of termination does not by itself end the tenant's obligations under this agreement.

53. The tenant agrees:

53.1 upon termination of this agreement, to:

- (a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
- (b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
- (c) comply with its obligations in clause 17 of this agreement; and

- 53.2 that the tenant's obligations under this agreement (including to pay rent and other amounts payable to the landlord pursuant to clause 54.2) continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

54. Notwithstanding any termination of the agreement, the tenant acknowledges and agrees that:

- 54.1 an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement;

- 54.2 if the tenant terminates this agreement before the expiry of the fixed term and if clauses 41 and 42 regarding the break fee are deleted (and, therefore, do not apply), subject to the parties' obligations to mitigate their losses:

- (a) the tenant must:
- (i) reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and
- (ii) pay rent or compensation for an amount equivalent to rent until such time as the landlord finds a suitable replacement tenant or until the date on which the fixed term of the agreement has expired (whichever occurs first),

and the parties agree that this clause 54.2(a) does not apply if the tenant terminates the residential tenancy agreement early for a reason permitted under the *Residential Tenancies Act 2010*;

- (b) the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and

- (c) the landlord is under no obligation to advertise the residential premises, arrange any inspection of the residential premises by prospective tenants or take any other action to lease the residential premises until vacant possession is provided by the tenant; and

- 54.3 the landlord is entitled to claim damages for loss of bargain in the event of a termination of this agreement on the grounds of a breach.

55. The landlord and the tenant agree that:

- 55.1 any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement;

- 55.2 the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy; and

- 55.3 the landlord's entitlement to claim damages for loss of bargain pursuant of clause 54.3 and the tenant's obligation to pay rent as and when it falls due are fundamental and essential terms of this agreement.

RESIDENTIAL TENANCY AGREEMENT

Note: Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

Note: If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

56. The tenant acknowledges and agrees:

- 56.1 to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 56.2 where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 56.3 where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 56.4 that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

ADDITIONAL TERM - SWIMMING POOLS

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

~~57. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

- ~~57.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;~~
- ~~57.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~
- ~~57.3 to keep the water level above the filter inlet at all times;~~
- ~~57.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;~~
- ~~57.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier and~~
- ~~57.6 to ensure that the pool safety gate or access door is self-closing at all times~~

ADDITIONAL TERM - RENT INCREASES DURING

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

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

58.1 the rent will be increased to

\$ N/A	per
	on / / ; and
to \$ N/A	per
	on / / ; or

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

Rent will increase by the published CPI for Sydney
plus 1%

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

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

ADDITIONAL TERM - RENT INCREASES DURING

THE FIXED TERM (for a fixed term of **2 years or more**):

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

59.1 the rent will be increased to

\$ N/A	per
	on / / ; and
to \$ N/A	per
	on / / ; or

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

N/A
N/A
N/A

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

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

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

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

60. For avoidance of doubt:

- 60.1 a condition report which accompanies this agreement, forms part of this agreement;
- 60.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and
- 60.3 if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

61. The tenant agrees:

- 61.1 to reimburse the landlord, within 30 days of being requested to do so, for:
 - (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
 - (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
 - (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;
- 61.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 38 of this agreement;
- 61.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food; and
- 61.4 where the residential premises are subject to the *Strata Schemes Management Act 2015* or the *Strata Schemes Development Act 2015* to immediately notify the landlord or the landlord's agent of:
 - (a) any windows in the residential premises that do not have any locks or other window safety devices; or
 - (b) any locks or other window safety devices in the residential premises that are non-compliant with legislation or need repairing,

so that the landlord or landlord's agent can ensure compliance with section 118 of the *Strata Schemes Management Act 2015* with respect to window safety devices.

ADDITIONAL TERM - TENANCY DATABASES

- 62. **The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]

- 63. **The landlord gives** no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

- 64. **The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

- 65. Where the tenant has been provided with the requisite notice pursuant to clause 23.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.
- 66. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 23.

ADDITIONAL TERM - PRIVACY POLICY

- 67. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

RESIDENTIAL TENANCY AGREEMENT

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

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

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

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

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

ADDITIONAL TERM - ADDITIONAL TERMS AND CONDITIONS

68. The landlord and tenant acknowledge that:

- 68.1 the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement; and
- 68.2 the additional terms and conditions may be included in this agreement only if:
 - (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2010* (NSW) or any other Act; and
 - (b) they are not inconsistent with the standard terms and conditions of this agreement.

69. **The landlord and tenant jointly and severally indemnify and hold harmless:** The Real Estate Institute of New South Wales (REINSW) in relation to any actions, proceedings, claims, losses, costs and damages which REINSW suffers, incurs or becomes liable for and which arise directly or indirectly from or are in connection with any additional terms and/or conditions that are included in an annexure to this agreement.

SCHEDULE A**SPECIAL CONDITIONS - FLATS****Special Condition 1 - Vehicles**

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

Special Condition 2 - Damage to lawns and plants on the common areas

The tenant must not, except with the prior written approval of the landlord:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or
- (b) use for his or her own purposes as a garden any portion of the common area.

Special Condition 3 - Obstruction of common areas

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

Special Condition 4 - Noise

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

Special Condition 5 - Behaviour of tenants and invitees

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
 - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
 - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

Special Condition 6 - Children playing on common areas in building

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

Special Condition 7 - Smoke penetration

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

Special Condition 8 - Preservation of fire safety

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Special Condition 10 - Appearance of flat

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

Special Condition 11 - Cleaning windows and doors

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

Special Condition 12 - Hanging out of washing

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
 - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
 - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
 - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
 - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
 - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.



- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 14 - Disposal of waste - shared bins
(applicable where bins are shared by flats)**

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
 - (iii) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 15 - Change in use or occupation of flat to be notified

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
 - (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
 - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

Special Condition 16 - Compliance with planning and other requirements

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

RESIDENTIAL TENANCY AGREEMENT

NOTES.

1. Definitions

In this agreement:

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

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

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

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). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement

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

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

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 if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

RESIDENTIAL TENANCY AGREEMENT

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

All signatories to this agreement consent to it being entered into and signed online.

SIGNED BY THE LANDLORD

in the presence of:

SURJEET SINGH

(Name of witness)

[Signature]

(Signature of witness)

[Signature]

(Signature of landlord)

SIGNED BY THE TENANT

in the presence of:

Reem's signat

(Name of witness)

[Signature]

(Signature of witness)

X [Signature]

(Signature of tenant)

in the presence of:

Reem's signat

(Name of witness)

[Signature]

(Signature of witness)

X [Signature]

(Signature of tenant)

in the presence of:

(Name of witness)

(Signature of tenant)

(Signature of witness)

in the presence of:

(Name of witness)

(Signature of tenant)

(Signature of witness)

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

[Signature]

(Signature of tenant)

[Signature]

(Signature of tenant)

(Signature of tenant)

(Signature of tenant)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

ANNEXURE

RE/MAX^{xtra}

If applicable, include additional Terms and Conditions below

ADDITIONAL TERMS & CONDITIONS

1. The tenant/s agrees that they have inspected the property prior to signing this agreement and agree to accept it in its present condition.
2. The tenant/s agrees that the rent is to be paid by option credit/debit card, bank account or BPay via Rental Rewards.
3. The tenant/s agrees that there is to be no smoking inside the property. Any person who does smoke must do so externally.
4. It is hereby agreed between the landlord and the tenant that the managing agent has the right to enter the leased premises to carry out periodic inspections of the property provided the tenant is given notice in writing as per the Residential Tenancy Agreement Clause 9.
5. It is hereby agreed between the landlord and the tenant that the notice to vacate the premises must be given in writing to the managing agent. Keys must be returned to the agent's office on the date of termination by 5pm, otherwise additional rent will be due, as retaining the keys constitutes residence.
6. The tenant agrees to supply their telephone number at the property and at work to the managing agent and inform the agent immediately of any changes.
7. Smoke Alarms: The tenant agrees to notify the agent when the alarm is not working. The tenant will not remove, dispose of or otherwise tamper with the smoke alarms installed at the property. The tenant agrees to replace the smoke alarm battery whenever necessary or if they are physically unable to do so to notify the landlord as soon as reasonably practicable after becoming aware the battery needs to be replaced.
8. It is hereby agreed between the landlord and the tenant that the tenant shall maintain and cut the grass and edges. The tenant is responsible to maintain and weed the gardens as often as practicable. The tenant agrees that when they vacate, the premises are also to be left in a clean and tidy condition.
9. The tenant agrees not to change or alter the existing locks or add any additional locks to the doors or windows of the premises without prior written consent of the Managing agent. A copy of the keys must be given to the Managing Agent or landlord if permission is granted.
10. The tenant agrees that in the event of a break in or should damage be caused to the property to notify the managing agent within 24 hours.
11. The tenant agrees that should another applicant wish to reside at the premises a Tenancy Application must be completed and submitted for the owner's approval.
12. The tenant agrees not to park or drive motor vehicles onto any grassed area of the property. Where the premises are a unit, townhouse, duplex or villa, parking on the driveway or in the common area is not permitted.
13. The tenant agrees to forward any mail not addressed to them to the office of the managing agent.
14. The tenant/s agrees that special care will be taken to ensure the walls are kept free of marks. The tenant/s agree that they will not do decorating, painting or hanging of posters or hooks without prior written consent from the owner.
15. The tenant agrees to take responsibility for their invitees and acknowledge that the conditions of their tenancy apply to the conduct of their invitees.
16. Should the lessee wish to vacate the premises prior to the expiration of the lease, the lessee acknowledges liability to pay all rent due until such expiration or until another suitable tenant is found.
17. The lessee is also liable for costs incurred in securing a new tenant, i.e. Advertising and Marketing the property, letting fees and the owners lease preparation fee and any other sundry costs incurred by the agent/ landlord.
18. The tenant is responsible for the loss and replacement of the security fob should it be lost.
19. The tenant is responsible for the replacement cost of any missing remote controls.

I have read, understood and agree to abide by the above Additional Terms.



(Signature of Tenant)



(Signature of Tenant)

(Signature of Tenant)



(Signature of Landlord)

ANNEXURE

Email Service of Notices and Documents Consent Form

Notes:

1. Use this form where service by email applies to notices or documents and where consent is required for confirmation of email service of such notices and documents.
2. If the Tenant/s or Principal/s (as applicable) has not signed this consent form, the Agent should not infer consent to email service merely from the receipt or response to emails from the Tenant/s or Principal/s (as applicable).
3. Once the Tenant/s or Principal/s (as applicable) withdraws their consent to email service of notices and documents, by providing written notice to the Agent, no further notices or other documents are to be served by email.

Date 29/03/2019I/We, Surjeet Singh and Lokesh Garg

consent to all notices and documents relevant to the proposed sale, purchase, management or letting (as applicable) of

5 Quail Road and 5A Quail RoadBLACKTOWNState NSWPostcode 2148("Property")

being served electronically via email to

jeet.singh@piyc.com.auand admin@piyc.com.au

Where the Property is subject to a tenancy agreement or agency agreement, I/we consent to the service of notices and documents required to be given or served in respect of or under the agreement for the Property including but not limited to a termination notice, notice of intention to sell, notice of access/inspection/entry and a notice of rent increase.

I/We, Surjeet Singhand Lokesh Garg

acknowledge that by providing an email address and signing this form, I/we consent to

Xtra Property Solutions Pty Ltd

updating my/our details of the method of communication (including my/our email address(es)) on all relevant documents for the purpose of email service of notices and other documents.

Unless I/we advise the Agent in writing that the email address(es) changes, the Agent can assume the email address(es) in this consent form remains unchanged.

I/we acknowledge that I/we may withdraw my/our consent to email service of notices and documents by giving written notice to the Agent.

Signatures of the consenting party/s:



Date:

29/3/2019


Date:

29/3/19

Please return this signed form to the Agent:

Agent: Xtra Property Solutions Pty LtdTrading as: RE/MAX XtraAddress: Suite 1, Level 1,136 Victoria Road, Parramatta, NSWPostcode 2150Phone: 02 8838 5600Fax: 02 8838 5666Mobile: 0488 291 908Email: morris.short@remax.com.au

RE/MAX Xtra

Date: 04/04/2019

Owner/Tenant/s: Surjeet Singh and Lokesh Garg on behalf of Partner In Your Care Pty Ltd

Property: 5 Quail Road, BLACKTOWN, NSW, 2149

Quantity of Keys:

Signature of Owner/Tenant/s: _____

Signature of Agent: _____

New tenant checklist

What you must know before you sign a lease

At the start of every tenancy, your landlord or agent should give you:

- a copy of this information (*the New tenant checklist*)
- a copy of your lease (tenancy agreement)
- 2 copies of the premises condition report (more on that later)
- an invitation to lodge the bond using Rental Bonds Online (RBO). Or, if you are unable to use RBO, a bond lodgement form for you to sign, so that it can be lodged with NSW Fair Trading
- keys to your new home.

If applicable, you should also receive:

- a certificate of compliance for a swimming pool (more on that later)
- a copy of the by-laws, if the property is in a strata complex
- notification if the premises has been listed on the Loose-Fill Asbestos Insulation Register (more on that later)
- notification of any other material fact relating to the premises (more on that later).

Before you sign the lease, make sure you read it thoroughly. If there is anything in the lease that you do not understand, ask questions.

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.

You should only sign the lease when you can answer Yes to the following statements.

The lease

- ☐ I have read the lease and asked questions if there were things I did not understand.
- ☐ I know the length of the lease is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.

- ☐ I know 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 know that any additional terms to the lease must be negotiated before I sign.
- ☐ I have checked that all additional terms to the lease are legal. For example, the lease does **not** include a term requiring me to have the carpet professionally cleaned when I leave, unless I have agreed to that as part of a condition to allow me to keep a pet on the premises.

Promised repairs

For any promises made by the landlord or agent (for example, replace the oven, 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 lease) that they will be done.

Upfront costs

I am **not** being required to pay:

- ☐ more than 2 weeks rent in advance, unless I freely offer to pay more
- ☐ more than 4 weeks rent as a rental bond.

I am **not** being charged for:

- ☐ the cost of preparing my lease
- ☐ the initial supply of keys and security devices to each tenant named on the lease.

Managing your bond online

Your landlord or agent **must** give you the option to use Rental Bonds Online (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 NSW Fair Trading.

Swimming and spa pools

Does the property have a swimming or spa pool? If so, the landlord or agent must give you a copy of a valid certificate of compliance or occupation certificate issued in the past 3 years. This does not apply if you are renting in a strata or community scheme of more than 2 lots.

Property containing loose-fill asbestos insulation

Properties in NSW that test positive for loose-fill asbestos insulation will have the property address included in a public register (available on the NSW Fair Trading website). If a property has been listed on this public register, the agent or private landlord must disclose this information to new tenants. The following section lists the other information that must be provided to tenants before they sign a lease.

What tenants must be told

Sometimes a residential property has something in its history that you should know. If the landlord or agent is aware of any of the following facts, they must inform you:

- if the property:
 - has been affected by flooding or bushfire in the previous 5 years
 - has significant health or safety risks (unless they are obvious when you inspect the property)
 - has been the scene of a violent crime in the previous 5 years

- 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 council waste services on a different basis to other premises in the area
- is listed on the loose-fill asbestos insulation register
- if other people are entitled to share the driveway or walkway.

After you move in

- Fill in your part of the condition report and make sure you return a copy to the landlord or agent within 7 days. This is an important piece of evidence. If you do not take the time to complete it accurately, money could be taken out of your bond to pay for damage that was already there when you moved in.
- If you lodged the bond using RBO, make sure you receive an email or SMS notification from Fair Trading confirming your bond has been received. If the bond was not lodged using RBO, make sure you get a letter from Fair Trading sometime during the first 2 months saying that your bond has been received and advising you of your Rental Bond Number.

If you do not receive an email, SMS notification or letter, call NSW Fair Trading to make sure the bond has been lodged.

Top tips for problem-free renting

Follow these useful tips to help avoid problems while you are renting:

- 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.
- Keep a copy of your lease, 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 it later.

- Never stop paying your rent, even if the landlord is not complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Comply with the terms of your lease. In particular, never make any alterations, keep a pet or let other people move in without asking the landlord or agent for permission first.
- Keep a diary of your dealings with the landlord or agent - record all the times and dates of conversations, who you spoke to and what they agreed to do. If repairs are needed, put your request in writing to the landlord or agent and keep a copy. This type of evidence is very helpful if a dispute arises that ends up in the NSW Civil and Administrative Tribunal (NCAT).
- Consider taking out home contents insurance. It will cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your things.
- 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 place and your lease ends, consider asking for the lease to be renewed for another fixed term. This will remove the worry about being unexpectedly asked to leave and can help to lock in the rent for the next period of time.

www.tenants.org.au for details of your nearest service or check your local phone directory.

Landlords and agents must give a copy of this information statement to all new tenants before they sign a residential lease. Fines can be imposed if this is not done.

Further information

Go to the Fair Trading website 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. Go to the Tenants Union website at

www.fairtrading.nsw.gov.au
Fair Trading enquiries 13 32 20
TTY 1300 723 404
Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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