

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Singer Residential 78 Railway Crescent Jannali NSW 2226	Phone: (02) 9528 8738 email: info@singerresidential.com.au

co-agent
 vendor Kelly Elizabeth Castillo Belford & Matthew Samuel Stocks

vendor's solicitor	Bruce Petrie & Co Solicitors Suite A, Level 3, 215-217 Clarence St, Sydney NSW 2000	Phone: (02) 9290 1600 Email: campbell@brucepetrie.com.au Ref: CWP:RD:11803
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date for completion 42nd day after the contract date (clause 15)
 land (address, 402/12-16 Burwood Road, Burwood Heights 2136
 plan details and Lot 22 in Strata Plan 92808
 title reference) Folio Identifier: 22/SP92808

improvements ☐ VACANT POSSESSION ☒ subject to existing tenancies
☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☒ storage space
☐ none ☐ other:
 attached copies documents in the List of Documents as marked or numbered:
 other documents:

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

inclusions	☒ air conditioning	☐ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			

exclusions
 purchaser

purchaser's solicitor	Phone: Email: Ref:
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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."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**☒ NO ☐ yesNominated **Electronic Lodgment Network (ELN)** (clause 4): PEXA Workspace**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 a **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:

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

General

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

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to off the plan contract

Other

- ☐ 60

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

Luke Bowen | Sky Living Strata | Level 7/234 George Street, Sydney NSW 2000 | 02 9299 1100 | enquiries@skylivingstrata.com.au

**CERTIFICATE UNDER SECTION 66W CONVEYANCING ACT 1919
(NSW) (AS AMENDED)**

Vendor: Kelly Elizabeth Castillo Belford & Matthew Samuel Stocks

Purchaser:

Property: 402/12-16 Burwood Road, Burwood Heights, 2136

1. I _____ of _____ am a Solicitor/Conveyancer currently admitted to practice in New South Wales.
2. I am giving this certificate in accordance with Section 66W of the Conveyancing Act 1919 (NSW) with reference to a contract for sale land of the above property from the vendor to the purchaser in order that there is no cooling off period in relation to that contract.
3. I do not act for the vendor and am not employed in the legal practice of a solicitor/conveyancer acting for the vendor nor am I a member or employee of a firm of which a solicitor/conveyancer acting for the vendor is a member or employee.
4. I have explained to the purchaser:
 - i) The effect of the contract for the purpose of the property;
 - ii) The nature of this certificate;
 - iii) The effect of giving this certificate to the vendor ie., that there is no cooling off period in relation to this contract.

Date:

Signed:

Solicitor/Conveyancer for the Purchaser

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <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.

SPECIAL CONDITIONS

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 for the sale of land 2022 edition (the "Contract") but are implied by law.

1. AMENDMENTS TO STANDARD CONDITIONS OF THE CONTRACT FOR THE SALE OF LAND 2022 EDITION

The standard conditions (the "Standard Conditions") of the Contract are varied in the following manner:

a. Amendments

- i. The definition of "adjustment date" is amended by deleting the word "completion" and replacing it with "the due date for completion in accordance with this contract".
- ii. Clause 5.2.1 is amended by adding the words ", with time being of the essence" after the word "date".
- iii. Clause 7.1.1 is deleted.
- iv. Clause 8.1.1 is amended by deleting the words ", on reasonable grounds, unable or".
- v. Clause 8.1.2 is amended by deleting the words "and those grounds".
- vi. Clause 9.1 is amended by inserting the words "and if the deposit paid by the purchaser is less than ten percent (10%) of the price, recover the difference between ten percent (10%) of the price and the deposit actually paid by the purchaser".
- vii. Clause 10.1.1 is amended by adding words "or any failure to comply with the provisions of the Swimming Pools Act 1992 (NSW) as amended and any regulations thereunder" to the end of the clause.
- viii. Clause 10.1.8 is amended by deleting the words "substance" and replacing it with the word "existence" and by deleting the word "disclosed" and replacing it with the word "noted".
- ix. Clause 10.1.9 is amended by deleting the words "substance" and replacing it with the word "existence" and by deleting the word "disclosed" and replacing it with the word "noted".
- x. Clause 16.4 is amended by inserting the words "at least fourteen (14) days prior to the completion date" after the words "serves" in line 1 of the clause.

b. Acknowledgment

- i. The Purchaser's solicitor/conveyancer notes and acknowledges that the Vendor's solicitor is authorised by the Vendor to serve and/or receive documents via the PEXA workspace.

2. CONFLICT AND SEVERABILITY

- a. If there is any conflict between these Special Conditions and the Standard Conditions then these Special Conditions will prevail.
- b. Each of the covenants, obligations and restrictions set out in the Contract is separate, severable and independent.
- c. If the provisions of the Contract or any part of them are wholly or partly void, invalid or otherwise unenforceable, then that provision or part of it will be deemed eliminated or modified to the extent necessary to make the balance of the Contract and that provision or part of it enforceable.
- d. The headings in these Special Conditions are for reference only and do not form part of the Contract.

3. INCAPACITY

Without in any manner negating, limiting or restricting any rights or remedies which could have been available to the parties at law or in equity if this Special Condition had not been included in the Contract, it is agreed that:

- a. If one of the parties, being a natural person, [or, if more than one (1), any one (1) of them] passes away or becomes mentally ill or disabled so that, in the reasonable opinion of the other party, the former party will be unable to complete the Contract in accordance with its terms, then the other party may, by notice in writing to the affected party or the affected party's representative, rescind the Contract and the provisions of Clause 19 of the Standard Conditions will apply;
- b. If one of the parties being a corporation (under the Corporations Act 2001 (Cth) as amended and any regulations thereunder), prior to completion of the Contract:
 - i. has its members go into liquidation;
 - ii. has an application for its winding up made and such application is not withdrawn, struck out or otherwise determined in favour of the party within twenty-eight (28) days of the application being made or by the Completion Date, whichever is the earlier;
 - iii. has a provisional liquidator or liquidator appointed, which enters into a scheme or arrangement with its creditors under the Corporations Act 2001 (Cth) as amended and any regulations thereunder;
 - iv. has a receiver, receiver/manager or other controller, or any such person appointed which takes control of it and/or all or any part of its assets or undertakings; and/or
 - v. has its board of directors resolve to appoint an administrator to the party, and the party appoints or otherwise suffers the appointment of an administrator

then that party will be deemed not to have complied with the Contract in an essential respect and will be in default under the Contract. The other party may subsequently exercise any of its powers and/or remedies arising out of such default pursuant to the Contract or otherwise at law or in equity, including, without limitation, the right to terminate the Contract pursuant to Clause 9 of the Standard Conditions.

- c. If one of the parties, being an individual or individuals, prior to completion of the Contract, has an application for that party's bankruptcy made and such application is not withdrawn, struck out or otherwise determined in favour of that party within twenty-eight (28) days of the application being made or by the Completion Date, whichever is the earlier, then that party will be deemed not to have complied with the Contract in an essential respect and will be in default under the Contract. The other party may subsequently exercise any of its powers and/or remedies arising out of such default pursuant to the Contract or otherwise at law or in equity, including, without limitation, the right to terminate the Contract pursuant to Clause 9 of the Standard Conditions.

4. NOTICE TO COMPLETE

- a. If either party becomes entitled to issue a Notice to Complete pursuant to Clause 15 of the Standard Conditions, then it is specifically agreed that a period of fourteen (14) days will be a reasonable and sufficient time for compliance with such notice. Such notice will require settlement not later than 5:00 pm on the day on which settlement is required. The period of fourteen (14) days will include all public holidays, weekends, the date of service and the date set down for settlement, provided always that the party giving such notice will be entitled to withdraw it at any time and subsequently issue a further notice making time of the essence of the Contract in respect of the date stipulated therein for completion.
- b. If the Vendor is required to issue a Notice to Complete pursuant to special condition 4(a), the Purchaser will allow on completion the costs that the Vendor has incurred in the issue of such notice being the sum of \$300.00 plus goods and services taxation ("GST"). The payment of these costs upon completion is an essential term of this Contract.

5. ENCUMBRANCES

- a. If, at the time of completion, the title to the property is subject to any mortgage, caveat, writ, charge or other encumbrance, the Purchaser will accept upon completion a discharge and/or withdrawal of the Encumbrance so far as the same relates to the property, provided that such discharge and/or withdrawal of the encumbrance is in registrable form and that any registration fees payable are allowed by the Vendor to the Purchaser.
- b. The Purchaser acknowledges and agrees that it will not lodge a caveat with respect to the property nor with respect to any land which the property forms part.

6. PARTICULARS OF TITLE AND TRANSFER

The Purchaser acknowledges that this Contract discloses sufficient particulars of title to enable it to prepare a transfer. The Purchaser will not require the Vendor to provide any further statements of title.

7. CONDITION OF PROPERTY

- a. The Purchaser acknowledges and agrees that, in entering into the Contract, the Purchaser:
- i. has not relied upon any warranty or representation made or any other conduct engaged in by the Vendor or any party on behalf of the Vendor, except such as is expressly provided in the Contract or is deemed to be included in the Contract by virtue of the provisions of Section 52A(2)(b) of the Conveyancing Act 1919 (NSW);
 - ii. has relied entirely upon the Purchaser's own enquiries and inspection of the property;
 - iii. is satisfied in all respects as to the nature, quality, condition and state of repair of the property, including the purposes for which the property may or may not be lawfully used;
 - iv. is aware and is satisfied that the property is sold and accepted by the Purchaser subject to all defects (whether latent or patent) in its present state of repair, condition, dilapidation, contamination, pollution and infestation;
 - v. has not been induced to enter into the Contract by any representation, verbal or otherwise, made by or on behalf of the Vendor, which is not set out in the Contract;
 - vi. has sought, or is aware of its right to seek, independent legal advice, and is satisfied as to the obligations and rights of the Purchaser under the Contract; and
 - vii. is aware and is satisfied that, as at the date hereof, the terms set out in the Contract contain the entire agreement in relation to the property as concluded between the parties, notwithstanding any negotiations or discussions held by, any documents signed by, any brochures given to or any statements made to the Purchaser, prior to the execution of the Contract.
- b. The Vendor makes no warranty or representation about any of the matters relating to the property referred to in this Special Condition.
- c. The Purchaser is not entitled to rescind, terminate or delay completion of the Contract, nor to requisition, object to or make any claim (whether for compensation or otherwise) in respect of any defects (whether latent or patent) in the nature, quality, condition, or state of repair of the property or any other matter, fact or thing referred to in this Special Condition.

8. WHOLE AGREEMENT

The Purchaser acknowledges that they do not rely on any other letter, document, correspondence or arrangement whether oral or in writing, as adding to or amending the terms and conditions warranties and arrangements set out in this agreement.

9. REAL ESTATE AGENT

- a. The Purchaser warrants that the Purchaser has not been introduced to the Vendor or to the property directly or indirectly through the services of any real estate agent or other party other than the Vendor's agent named in this Contract, and the Purchaser indemnifies the Vendor against any and all claims and liabilities arising out of a breach of this warranty.
- b. This Special Condition shall not merge upon completion of the Contract.

10. RELEASE OF DEPOSIT

The Purchaser shall, upon written request, release the deposit to the Vendor or so much as is required to be paid to one (1) or more of the following:

- a. the Trust Account of any agent or solicitor being the deposit holder in relation to the purchase of any real estate by the Vendor, provided that such deposit shall not be released furthermore without the written consent of the Purchaser;
- b. the Office of State Revenue on any purchase of real estate by the Vendor;
- c. the balance price on any purchase of real estate by the Vendor;
- d. the Vendor's existing discharging mortgagee, if any, for the sale of the property; and
- e. the Vendor's new incoming mortgagee, if any, for the purchase of real estate by the Vendor.

11. INTEREST FOR LATE COMPLETION

- a. If completion of the Contract does not occur on or before the completion date on the Contract or as subsequently agreed between the parties (the "Completion Date"), then the Purchaser must pay to the Vendor as liquidated damages upon completion, interest on the balance of the purchase price on the Contract (the "Price") at the rate of eight percent (8%) per annum, calculated on a daily basis from the Completion Date, up to and including the actual day of completion.
- b. The Purchaser must pay the interest in addition to any other damages that the Vendor is entitled to at law, in equity and/or under the Contract.
- c. The parties agree that:
 - i. the amount of damages payable to the Vendor pursuant to this Special Condition is a genuine pre-estimate of loss to the Vendor for the delay in completion; and
 - ii. the damages will be paid upon Completion.
- d. This Special Condition is an essential term of the Contract.
- e. The Purchaser will not have to pay any damages to the Vendor under this Special Condition for any day or days which completion is solely delayed by the Vendor's default.

12. FINANCE APPROVAL

- a. The Purchaser expressly warrants to the Vendor that:
 - i. the Purchaser has not made known to the Vendor or any party on behalf of the Vendor, that the Purchaser requires finance to enable the Purchaser to complete the Contract, and that the Purchaser is satisfied as to the reasonableness of all the terms of any finance agreement which the Purchaser has entered into or intends to enter into to complete the Contract; or
 - ii. the Contract is not subject to nor the subject of any application for finance.
- b. The Purchaser acknowledges that the Vendor has been induced to enter into the Contract, and that the Vendor may enter into further contractual obligations on or after the date of the Contract, based upon the Vendor's reliance upon the Purchaser's warranty in this Special Condition.
- c. The Purchaser shall remain liable to the Vendor for damages arising from breach of the Purchaser's warranty in this Special Condition, notwithstanding any right that the Purchaser may have to terminate the Contract pursuant to Section 124 of the *Uniform Consumer Credit Code*.

13. RIGHT OF RECISSION

Should the Purchaser become entitled to rescind this Contract for breach of any of the warranties set out in Schedule 2, Part 1 of the Conveyancing (Sale of Land) Regulation 2022, the Vendor will also be entitled to rescind the Contract provided such right is exercised before the Purchaser has served his notice of rescission.

14. EXISTING SERVICES

The Purchaser shall take title to the property subject to the existing water, gas, telephone, electricity, electric installations and other services, if any. No requisition, objection or claim (whether for compensation or otherwise) shall be made by the Purchaser in respect of such installations and services, on the grounds that:

- a. any connections are made through other properties or vice versa, and that no right, benefit or easement in respect of such installations and services exist, or that any right, benefit or easement cannot be obtained;
- b. there are or may be defects (whether latent or patent) in such installations and services;
- c. any water or main, or any underground or surface installation or service passes through or under the property, irrespective of whether or not a right or easement exists for another party in relation to that installation or service;
- d. the nature, location and/or availability of any service; or
- e. if any such service is a joint service with any other property or properties; or
- f. if any service for other property or properties or the main, pipes, wires or connection therefore pass through or over the property or vice versa.

15. AMENDMENT

Provided that this is agreed to between the parties in writing prior to amending the parties authorise their solicitor named on the front page of this Contract or any employee of that solicitor to make alterations to this Contract including the addition of annexures after execution of this Contract until the day of this Contract and any such alterations will be binding upon them.

16. AUCTION

The standard form of Contract is to be read and construed as though the following were attached to and form part of the Contract:

If the property is, or is intended to be sold at auction:

- a. The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
- b. A bid for the vendor 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 vendor.
- c. The highest bidder is the purchaser, subject to any reserve price.
- d. In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- e. The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- f. A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- g. A bid cannot be made or accepted after the fall of the hammer.
- h. As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- i. All bidders must be registered in the Bidders Record and display an identifying number when making a bid. Except if this is an auction of land or livestock.
- j. The auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person. Except if this is an auction of land or livestock.
- k. Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid". Except if this is an auction of land or livestock.
- l. More than one vendor bid may be made to purchase the interest of a co-owner.
- m. A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- n. Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another

- co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- o. Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
 - p. The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:
 - (a) if that amount can reasonably be determined immediately after the fall of the hammer--before the close of the next business day following the auction, or
 - (b) if that amount cannot reasonably be determined immediately after the fall of the hammer--before the close of the next business day following determination of that amount,
 - (c) unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

17. **GUARANTEE**

- a. In the event that the Purchaser is a company, the Contract shall be executed by the Purchaser and its directors (the "Guarantors"). The Guarantors, by their execution of the Contract, shall jointly and severally personally guarantee the performance of all the terms and conditions of the Contract.
- b. The Guarantors guarantee to the Vendor the due payment of all monies payable under the Contract and the due performance and observance by the Purchaser of all covenants and conditions contained in the Contract on the part of the Purchaser to be performed and observed.
- c. The Guarantors further guarantee that, if the Purchaser defaults in any payment or in the performance of any obligation under the Contract, the Guarantors will jointly and severally pay such monies to the Vendor immediately upon demand, and will pay all damages that the Vendor suffers arising from such default, on a full indemnity basis.
- d. The liability of the Guarantors will not be affected by the granting of time or other indulgences or concessions to the Purchaser or to the Guarantors jointly or severally, or by compounding, compromising, releasing, abandoning, waiving, varying, relinquishing or renewing of any rights of the Vendor against the Purchaser or against the Guarantors jointly or severally, or by any neglect or omission to enforce such rights.
- e. The guarantee referred to in this Special Condition is a continuing guarantee and is to remain in force and effect until the payment of all monies, and the due performance and observance by the Purchaser of all the covenants and conditions on the part of the Purchaser, to be performed and observed in accordance with the terms of the Contract.

18. EFFECT OF STANDARD CONDITIONS AND SPECIAL CONDITIONS AFTER COMPLETION

Any Standard Condition or Special Condition capable of taking effect after completion of the Contract shall not merge upon completion but rather shall continue in full force and effect after completion.

19. VENDOR'S ADDITIONAL DISCLOSURE

- a. The Vendor discloses that, as and from 27 February 2009, the Certificate under Section 10.7(2) of the Environmental Planning and Assessment Act 1979 (NSW) (the "Planning Certificate") should state whether or not the land is land upon which no complying development may be carried out under the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 (NSW) ("the Policy"), and if no complying development can be carried out on the land under that Policy, the reason for the same.
- b. Should the Planning Certificate attached to the Contract be dated earlier than 27 February 2009, then Clause (a) does not apply and the Purchaser agrees to accept the Planning Certificate in the form as attached to the Contract, and acknowledges that it must rely upon its own enquiries in relation to whether or not the matter in Clause (a) applies to the land.
- c. The Purchaser cannot make any requisition, claim or objection, nor can it delay completion, rescind or terminate by reason of the disclosure contained in this Clause.

20. RESIDENTIAL TENANCY AGREEMENT

- i. Annexed hereto is a copy of the Residential Tenancy Agreement dated 11 April 2023 between the Vendors and Phillip & Suellen Dixon (**Agreement**).
- ii. The Purchaser cannot make a claim, objection or requisition or rescind or terminate the contract should the tenant prior to completion:
 - a) Terminate or purport to terminate the Agreement; and/or
 - b) Vacate the property occupied under the Agreement.



FOLIO: 22/SP92808

SEARCH DATE	TIME	EDITION NO	DATE
5/12/2023	10:36 AM	2	12/1/2018

LAND

LOT 22 IN STRATA PLAN 92808
AT BURWOOD HEIGHTS
LOCAL GOVERNMENT AREA BURWOOD

FIRST SCHEDULE

KELLY ELIZABETH CASTILLO BELFORD
MATTHEW SAMUEL STOCKS
AS JOINT TENANTS

(T AN37206)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP92808
- 2 AN37207 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP92808

SEARCH DATE	TIME	EDITION NO	DATE
5/12/2023	10:47 AM	2	30/8/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 92808
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BURWOOD HEIGHTS
LOCAL GOVERNMENT AREA BURWOOD
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SP92808

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 92808
ADDRESS FOR SERVICE OF DOCUMENTS:
C/-STRATA CHOICE
LOCKED BAG 1919
ST LEONARDS NSW 1590

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 A70708 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 AM600494 POSITIVE COVENANT
- 5 DP1233957 EASEMENT FOR DRAINAGE OF WATER 2.4 METRE(S) WIDE LIMITED IN HEIGHT & DEPTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1233957
- 6 SP92808 RESTRICTION(S) ON THE USE OF LAND
- 7 SP92808 PURSUANT TO S.63 STRATA SCHEMES DEVELOPMENT ACT 2015 THIS STRATA SCHEME CONTAINS UTILITY LOT(S) 28

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 92808

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 38	2	- 40	3	- 38	4	- 41
5	- 37	6	- 36	7	- 36	8	- 37
9	- 31	10	- 36	11	- 37	12	- 38
13	- 39	14	- 39	15	- 38	16	- 29
17	- 38	18	- 39	19	- 31	20	- 39
21	- 38	22	- 31	23	- 39	24	- 39

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP92808

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 92808

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 36	26	- 38	27	- 39	28	- 3

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

11803

PRINTED ON 5/12/2023

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



NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY

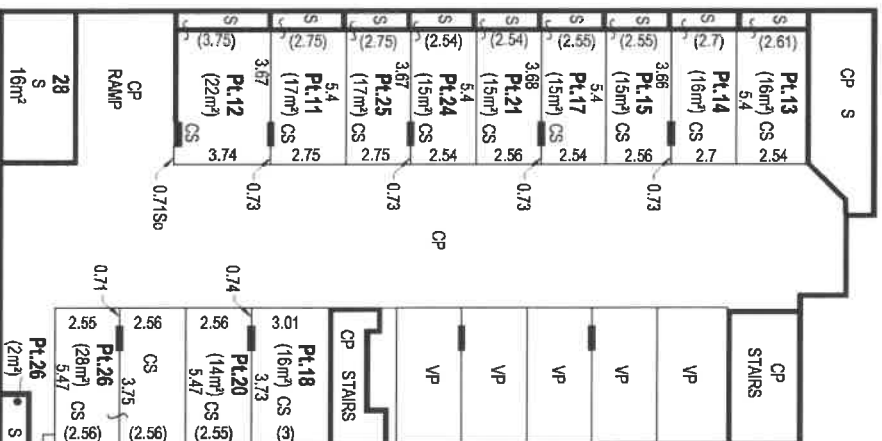
2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

S denotes STORAGE AREA
 CS denotes CAR SPACE
 CP denotes COMMON PROPERTY
 VP denotes VISITOR PARKING (CP)

— denotes CENTRE LINE OF COLUMN

So denotes PROLONGATION OF SOUTHERN SIDE OF STRUCTURE

└─ denotes RIGHT ANGLE

**BASEMENT**

Suneyor: VICTORIA TESTER

Suneyor's Ref: 6063

Subdivision No: 14427

Lengths are in metres. Reduction Ratio 1:200

Registered



28.08.2017

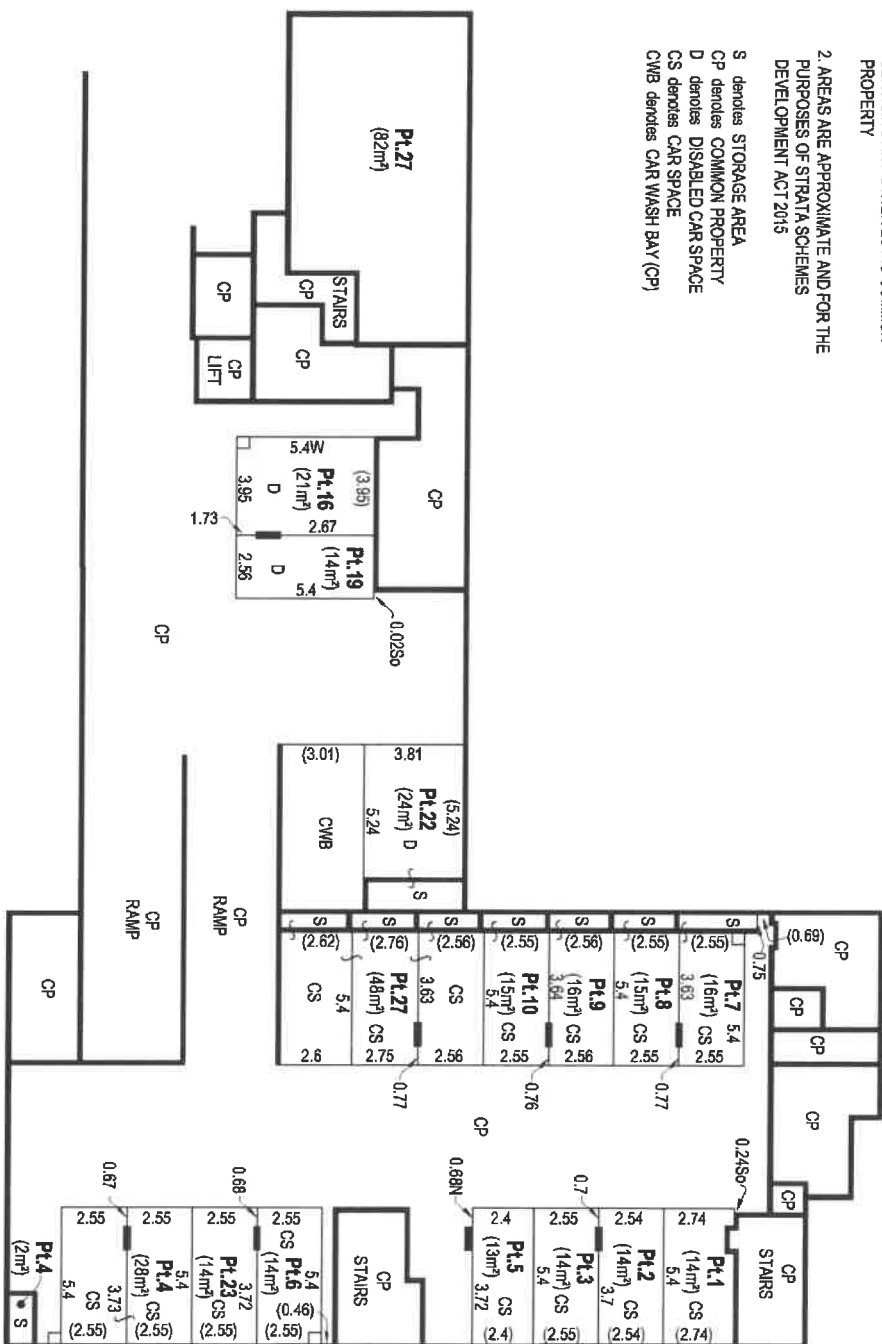
SP92808

NOTES:-

1. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY

2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

S denotes STORAGE AREA
CP denotes COMMON PROPERTY
D denotes DISABLED CAR SPACE
CS denotes CAR SPACE
CWB denotes CAR WASH BAY (CP)

GROUND

denotes CENTRE LINE OF COLUMN

So denotes PROLONGATION OF SOUTHERN FACE OF STRUCTURE
W denotes PROLONGATION OF WESTERN FACE OF STRUCTURE

10 20 30 40 50 Table of mm 90 100 110 120 130 140

Surveyor: VICTORIA TESTER

Surveyor's Ref: 6063

Subdivision No: 14427

Lengths are in metres. Reduction Ratio 1:200

Registered

28.08.2017

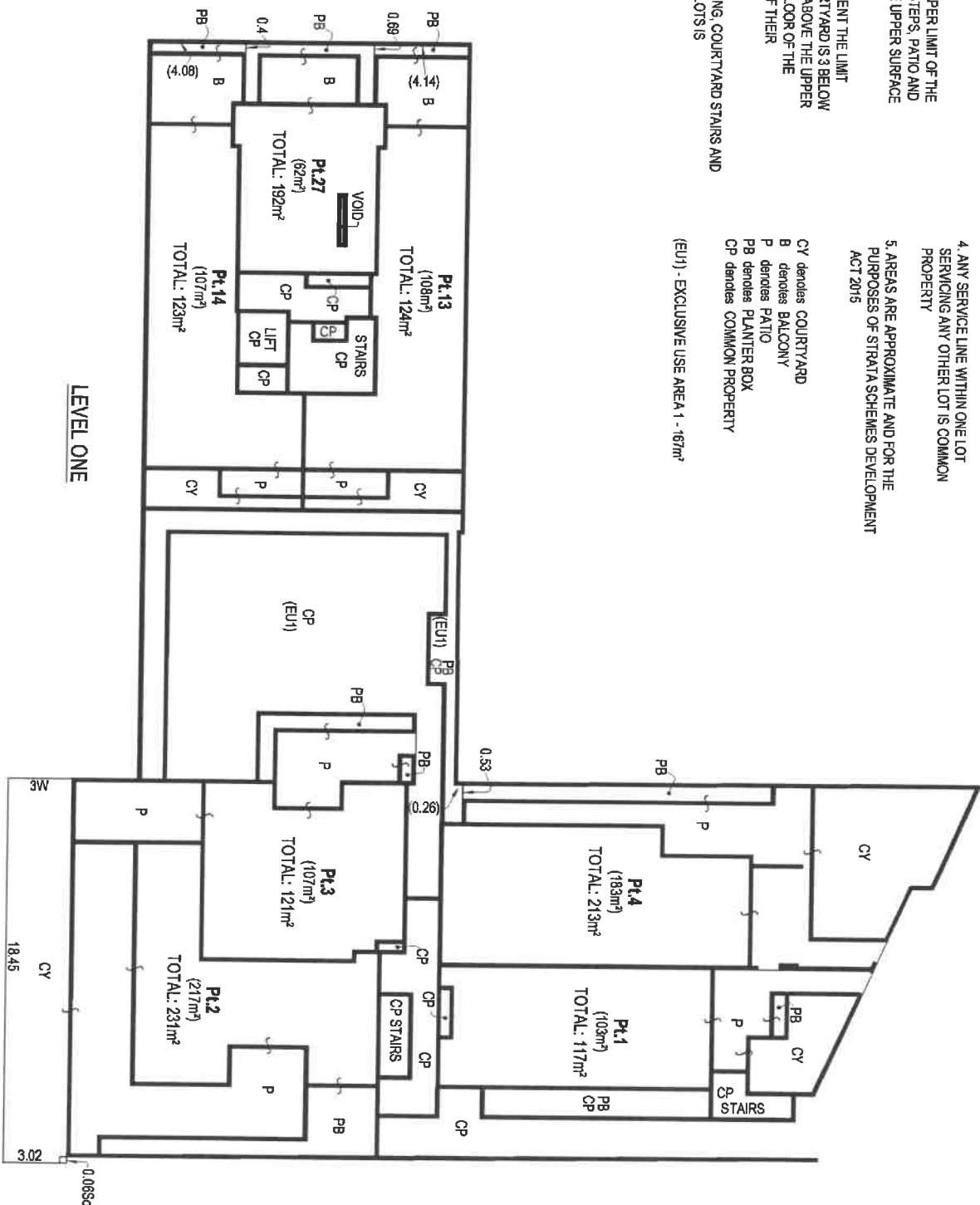
SP92808

NOTES:

- WHERE NOT COVERED THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY, STEPS, PATIO AND PLANTER BOX IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR
- WHERE NOT OVER THE BASEMENT THE LIMIT OF THE STRATUM OF THE COURTYARD IS 3 BELOW AND WHERE NOT COVERED 2.5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING
- THE STRUCTURE OF ALL FENCING, COURTYARD STAIRS AND RETAINING WALLS WITHIN ALL LOTS IS COMMON PROPERTY
- ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
- AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

CY denotes COURTYARD
B denotes BALCONY
P denotes PATIO
PB denotes PLANTER BOX
CP denotes COMMON PROPERTY

(EU1) - EXCLUSIVE USE AREA 1 - 167m²



denotes RIGHT ANGLE
So denotes PROLONGATION OF SOUTHERN FACE OF STRUCTURE
W denotes PROLONGATION OF WESTERN FACE OF STRUCTURE

Surveyor: VICTORIA TESTER

Surveyor's Ref: 6063

Subdivision No: 14427

Lengths are in metres. Reduction Ratio 1:200

Registered

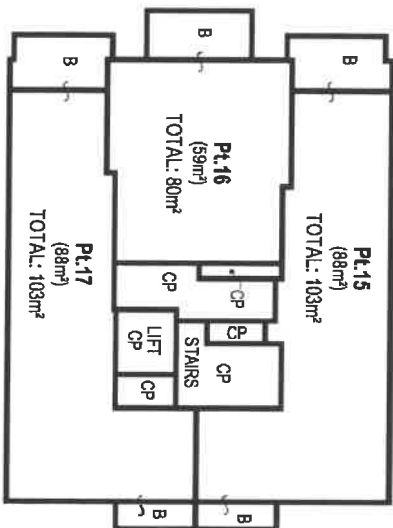
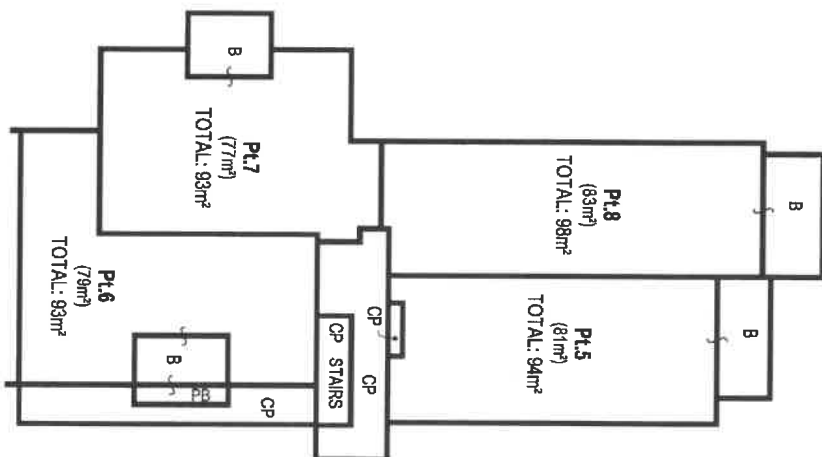


28.08.2017

SP92808

NOTES:-

1. THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY AND PLANTER BOX IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
 2. ANY SERVICE LINE WITHIN ONE LOT SERVING ANY OTHER LOT IS COMMON PROPERTY
 3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
- B denotes BALCONY
 PB denotes PLANTER BOX
 CP denotes COMMON PROPERTY

LEVEL TWO

10 20 30 40 50 Table of mm 60 70 80 90 100 110 120 130 140

Suneyor: VICTORIA TESTER

Suneyor's Ref: 6063

Subdivision No: 14427

Lengths are in metres. Reduction Ratio 1:200

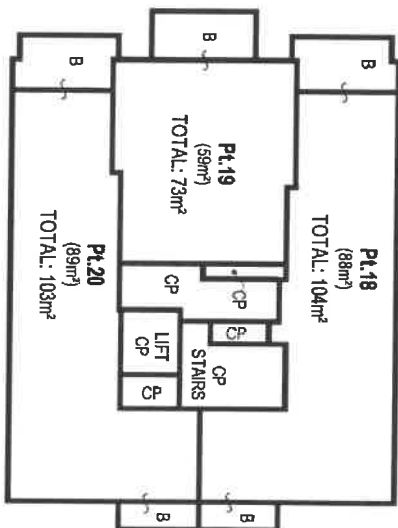
Registered



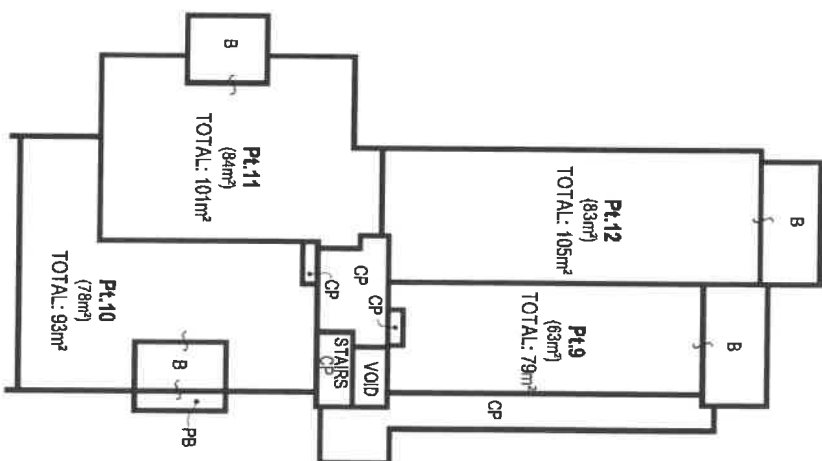
28.08.2017

SP92808

B denotes BALCONY
PB denotes PLANTER BOX
CP denotes COMMON PROPERTY



LEVEL THREE

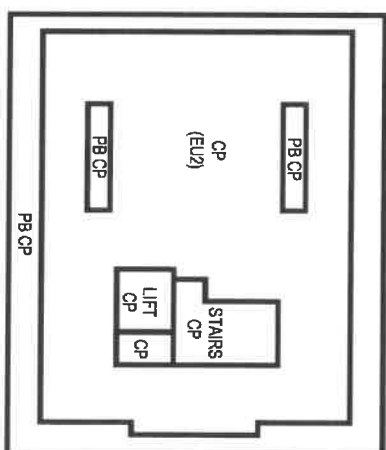
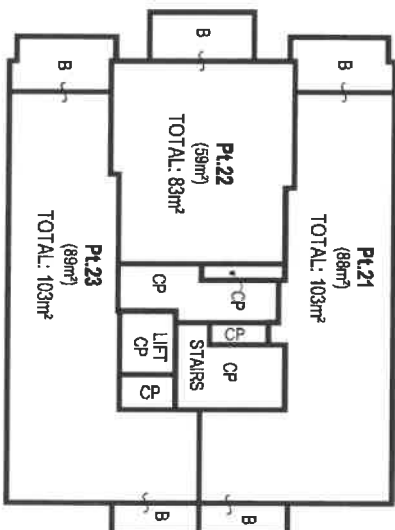
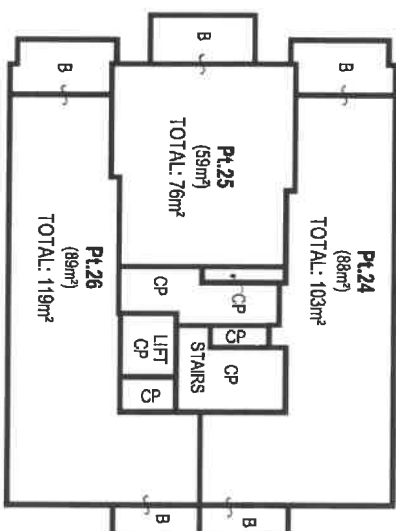
SP92808

NOTES:-

1. THE UPPER LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015

B denotes BALCONY
CP denotes COMMON PROPERTY

(EU2) - EXCLUSIVE USE AREA 2 - 250m²

ROOFLEVEL FOURLEVEL FIVE

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

Surveyor: VICTORIA TESTER

Surveyor's Ref: 6063

Subdivision No: 14427

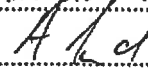
Lengths are in metres. Reduction Ratio 1:200

Registered



28.08.2017

SP92808

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheets	
Office Use Only			Office Use Only		
Registered:  28.08.2017			SP92808		
PLAN OF SUBDIVISION OF: LOT 4 IN DP 1213921 LOT 100 IN DP 1213019			LGA: BURWOOD Locality: BURWOOD HEIGHTS Parish: CONCORD County: CUMBERLAND		
This is a freehold Strata Scheme					
Address for Service of Documents 12-16 Burwood Road Burwood Heights Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option A*B Smoke penetration: Option A*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.		
Surveyor's Certificate I, Victoria Tester of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^			Strata Certificate (Accredited Certifier) I Andrew Symonds being an Accredited Certifier, accreditation number BPB 1837, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) 28 will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> .		
Signature:  Date: 07-07-2017 Surveyor ID: 8514 Surveyor's Reference: 6063 ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Certificate Reference: 14427 Relevant Planning Approval No.: CSC 14426 issued by: ANDREW SYMONDS Signature:  Date: 31 JULY 2017 ^ Insert lot numbers of proposed utility lots.		

SP FORM 3.07

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of ³2 sheet(s)

Office Use Only

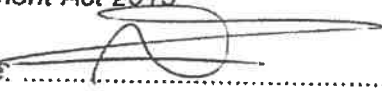
Office Use Only

Registered:  28.08.2017

SP92808

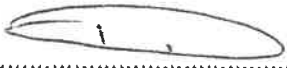
VALUER'S CERTIFICATE

I, Adrian Stalter, being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 21.6.2017

PROPOSED SCHEDULE OF UNIT ENTITLEMENT

Lot Number	Unit Entitlement
1	38
2	40
3	38
4	41
5	37
6	36
7	36
8	37
9	31
10	36
11	37
12	38
13	39
14	39
15	38
16	29
17	38
18	39
19	31
20	39
21	38
22	31
23	39
24	39
25	36
26	38
27	39
28	3
Total	1000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheets
Office Use Only		Office Use Only
Registered:  28.08.2017	SP92808	
This sheet is for the provision of the following information as required: - Any information which cannot fit in the appropriate panel of any previous administration sheets - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, IT IS INTENDED TO CREATE: 1. RESTRICTION ON THE USE OF LAND		
EXECUTED by) Burwood Road 96 Pty Ltd) ACN 152 735 469) in accordance with s127 of) the Corporations Act 2001)		 Farah Elias Sole Director/Secretary
EXECUTED by) Simba International Pty Ltd) ACN 168 882 246) in accordance with s127 of) the Corporations Act 2001)		 Chemel Faker Sole Director/Secretary
Surveyor's Reference: 6063		

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015**

Lengths are in metres

(Sheet 1 of 3 sheets)

Plan: **SP92808**

Plan of subdivision of Lot 100 in DP1213019
covered by Strata Certificate No. *1427 dated 31/07/2017*

Full name and address of the
owner of the land:

Burwood Road 96 Pty Ltd
Simba International Pty Ltd
Level 10, 11-15 Deane Street
BURWOOD NSW 2134

PART 1

No. of item shown in the intention panel on the plan	Identity of easement, restriction and positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Restriction on the Use of Land	CP	Burwood Council

PART 2

1. Terms of Restriction on the Use of Land numbered 1 in the plan

No part of the common property, apart from the visitor vehicle spaces which are to be used only by visitors to the building, and service vehicle spaces which are to be used only by service vehicles, is to be used for the parking or storage of vehicles or trailers.

Name of Authority having power to release, vary or modify the restriction numbered 1 in the plan is
Burwood Council.

APPROVED BY BURWOOD COUNCIL

Brian Ohen
.....
Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015**

Lengths are in metres

(Sheet 2 of 3 sheets)

Plan: **SP92808**

Plan of subdivision of 100 in DP1213019
covered by Strata Certificate No. ~~14427~~ dated 31/01/2017

PART 2

The Burwood Council by its authorised
officer pursuant to s.377 Local
Government Act 1993

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

Brian Olsen
Signature of Authorised Officer

[Signature]
Signature of Witness

Brian Olsen
Name of Authorised Officer

Harry Cavrillis J.P.
Name of Witness

Manager Building & Development
Position of Authorised Officer

cf 1-17 Elsie Street Burwood
Address of Witness

APPROVED BY BURWOOD COUNCIL

Brian Olsen
Authorised Officer

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTION ON USE AND POSITIVE
COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AND SECTION 38(1) OF THE STRATA SCHEMES
DEVELOPMENT ACT 2015**

Lengths are in metres

(Sheet 3 of 3 sheets)

Plan: **SP92808**

Plan of subdivision of 100 in DP1213019
covered by Strata Certificate No. *14427 dated 3/07/2017*

PART 2

EXECUTED by
Burwood Road 96 Pty Ltd
ACN 152 735 469
in accordance with s127 of
the Corporations Act 2001

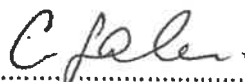
)
)
)
)
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.....
Farah Elias
Sole Director/Secretary

EXECUTED by
Simba International Pty Ltd
ACN 168 882 246
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)



.....
Chemel Faker
Sole Director/Secretary

APPROVED BY BURWOOD COUNCIL



.....
Authorised Officer

REGISTERED



28.08.2017



A70708F

Transfer
Endorsement
Certificate

MEMORANDUM OF TRANSFER



FEE SCHEDULE

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

A70708

- 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 in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon, in consideration of Six hundred and eighty seven

pounds ten shillings (£687: 10: 0)

Name, residence, occupation, or other designation, in full, of transferee.
If a minor, state of age, and forward certificate or declaration as to date of birth.
If a married woman, state name, residence, and occupation of husband.

paid to me by Perryman Francis Crocker of Glebe near Sydney Produce Merchant

the receipt whereof is hereby acknowledged

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

do hereby transfer to the said Perryman Francis Crocker

Area, in acres, roods, or perches.

ALL its Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing two roods thirty three perches situate in the Parish of Concord County of Cumberland at Enfield.

Parish or town and county.

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

being the whole of the land comprised in certificate of title

Crown Grant, or Cert of title.

dated 24 November 1897 registered volume No. 1207 folio 213

Strike out if not appropriate.

And also in the piece of land as follows: - The said Francis Crocker hereby covenants for

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

himself his heirs executors administrators and assigns and so as to bind the land in the hands of all future registered proprietors that the said Francis Crocker his executors administrators and assigns will not carry on or permit to be carried on on the land hereby transferred or any part thereof the business of a wheelwright blacksmith coachbuilder picture or cinematograph show or show of any like nature or any one or more of such businesses

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.

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

[Rule up all blanks before signing.]

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

OF ENCUMBRANCES, &c., REFERRED TO.

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

[Rule up all blanks before signing.]

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

This attests on the
instrument signed
within the State.
If the parties are
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, *the seal of the said Company was hereto affixed*
I have hereunto subscribed my name, at *Sydney*
the *thirteen* day of *November* in the year
of our Lord one thousand nine hundred and *fifteen*

Signed in my presence by the said

WHO IS PERSONALLY KNOWN TO ME

Transferrer.*

Signed

The Seal of the PERPETUAL
TRUSTEE COMPANY (LIMITED)
was hereto affixed by order of the
Board of Directors in the presence of

T.H. Kelly.

H. J. Neale
Manager

Madison J.

- n Repeat attestation for
additional parties if
required.

St 3121

* 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.

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

hen to 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

Ferryman
Francis Crocker

WHO IS PERSONALLY KNOWN TO ME

S. Phillips
Arthur Lewis Phillips
for Sydney

L. P. Crocker
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, damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.*

Appeared before me, at

, the

day of

, one thousand nine hundred and

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

the person signing the same, and whose signature thereto he has attested; and that the

name purporting to be such signature of the said

is his own handwriting, and that he was of

sound mind, and freely and voluntarily signed the same.

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

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

Lodged by

(Name)

(Address)



A

070708

*2 roads, 33 perches,
Lots 1 and 2, of
A. J. Taunice's Subdivision
of original Lots 17 & 18, of
the Brighton Estate
Burrwood & Liverpool R^{ds} & Bligh Street
at Enfield. Poh Concord
Subject to covenants and conditions*

*Perpetual Trustees
Company Limited* Transferor.

Francis Perryman Crocker Transferee.

Particulars entered in the Register Book, Vol. 1207

Folio 213

the *10th* day of *December*, 19 *13*,
at *48* minutes *past 2* o'clock
in the *after* noon.

Registrar General

St 3121

11 DEC 1913

11 DEC 1913

FILE 11 DEC 1913

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 residuum.
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 residuum. By the Amendment Act of 1875, 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.

Form: 13PC
Release: 3-1

POSITIVE COVENANT
New South Wales



AM600494X

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the by this form for the establishment and maintenance of the Real Property the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

100/1213019

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any <i>URBAN APARTMENTS P/L</i> <i>PO Box 2226 Burwood NSW</i> <i>Id 9744 3333 2134</i>	CODE PC
	Reference: <i>Burwood Heights</i>	

(C) **REGISTERED PROPRIETOR**

Of the above land
BURWOOD ROAD 96 PTY LTD ACN 152 735 469
SIMBA INTERNATIONAL PTY LTD ACN 168 882 246

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
BURWOOD COUNCIL

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE *28th July 2017*

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: *Harry*

Signature of authorised officer: *Brian Olsen*

Name of witness: *Harry Giamalis J.P*

Name of authorised officer: *Brian Olsen*

Address of witness: *1-17 Elsie Street Burwood*

Position of authorised officer: *Manager Building & Development*

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: 'SEE SHEET 2 FOR SIGNATURES'

Authority:

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

(H) **Consent of the N.A**

The N.A under N.A

No. N.A.

, agrees to be bound by this positive covenant.

I certify that the above N.A signed this application in my presence.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of witness:

Signature of N.A.

Name of witness:

Address of witness:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

POSITIVE COVENANT AFFECTING LOT 100 IN DP 1213019
12-16 BURWOOD ROAD & 96 LIVERPOOL ROAD, BURWOOD HEIGHTS

EXECUTED by)
Burwood Road 96 Pty Ltd)
ACN 152 735 469)
in accordance with s127 of)
the Corporations Act 2001)


.....
Farah Elias
Sole Director/Secretary

EXECUTED by)
Simba International Pty Ltd)
ACN 168 882 246)
in accordance with s127 of)
the Corporations Act 2001)


.....
Chemel Faker
Sole Director/Secretary

ANNEXURE "A"

POSITIVE COVENANT AFFECTING LOT 100 IN DP 1213019
12-16 BURWOOD ROAD & 96 LIVERPOOL ROAD, BURWOOD HEIGHTS

Terms of positive covenant

- (a) The stormwater detention facility as described by work as executed plans prepared by SDG Land Development Consultants dated 19/07/2017 on stormwater design plans prepared by Alpha Engineering & Development Project No. A4206 Drawing No.'s SW00-SW06 forming part of the DA approval 191/2014 shall not be altered or removed in whole or in part without the written approval of Burwood Council.
- (b) The proprietor of the property agrees to be responsible for keeping clear and the maintenance of the facilities consisting of:
- i. The overland surface flow path
 - ii. On-site Stormwater Detention System
 - iii. Pump and rising main system
- (c) The proprietor agrees to have the facilities inspected annually by a competent practicing hydraulic/civil engineer.
- (d) The Council shall have the right to enter upon the land referred to above, at all reasonable times to inspect, construct, install, clean, repair and maintain in good working order the facilities in or upon the said land.
- (e) The registered proprietor shall indemnify the Council and any adjoining land owners against damage to their land arising from failure of any component of the facilities.

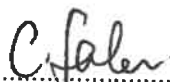
Name of Authority having the power to release, vary or modify the Positive Covenant is **Burwood Council**

EXECUTED by)
Burwood Road 96 Pty Ltd)
ACN 152 735 469)
in accordance with s127 of)
the Corporations Act 2001)



Farah Elias
Sole Director/Secretary

EXECUTED by)
Simba International Pty Ltd)
ACN 168 882 246)
in accordance with s127 of)
the Corporations Act 2001)



Chemel Faker
Sole Director/Secretary

APPROVED BY BURWOOD COUNCIL



Authorised Officer

POSITIVE COVENANT AFFECTING LOT 100 IN DP 1213019
12-16 BURWOOD ROAD & 96 LIVERPOOL ROAD, BURWOOD HEIGHTS

The Burwood Council by its authorised officer
pursuant to s.377 Local Government Act
1993

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

Brian Olsen

Signature of Authorised Officer

Myra Liss

Signature of Witness

Brian Olsen

Name of Authorised Officer

Harry Gavrilis J.P.

Name of Witness

Manager Building & Development
Position of Authorised Officer

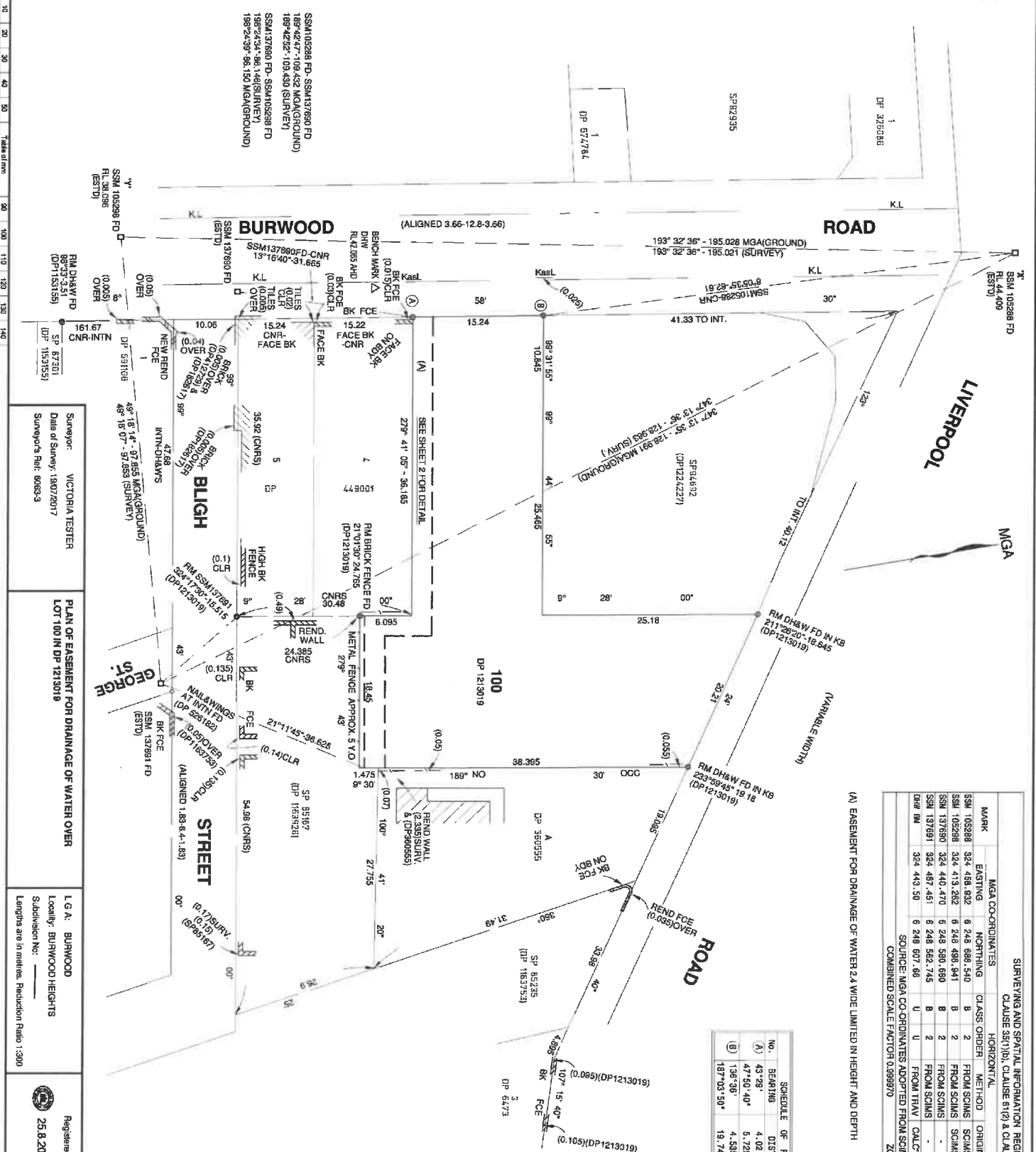
cl- 1-17 Elsie Street Burwood.
Address of Witness

C. Fakar

Chemel Fakar
Simba International Pty Ltd

Farah Elias

Farah Elias
Burwood Road 96 Pty Ltd



SCHEDULE OF REFERENCE MARKS			
NO.	BEARING	DIST	MARK
(A)	43°29'	4.02	CHAW FD (NON-GOV) (DP1213019)
(B)	47°50'-40"	5.725	CHAW PL IN KEB
(C)	136°36'	4.535	CHAW FD (NON-GOV) (DP1213019)
(D)	187°03'-50"	19.74	CHAW FD (DP1213019)

SURVEYING AND SPATIAL INFORMATION REGULATION 2012									
CLAUSE 34(1)(b), CLAUSE 31(2), CLAUSE 42									
MARK	MGA CO-ORDINATES			HORIZONTAL	CLASS ORDER	METHOD	ORIGIN	VERTICAL	ORIGIN
SSM 105288	324 438 832	6 248 688 540	B	2	FROM SCIMS	SCIMS	44 409	LB	L2
SSM 105288	324 413 262	6 248 498 941	B	2	FROM SCIMS	SCIMS	38 096	LB	L2
SSM 137690	324 470 470	6 248 580 680	B	2	FROM SCIMS	SCIMS	-	-	-
SSM 137691	324 487 451	6 248 582 745	B	2	FROM SCIMS	SCIMS	-	-	-
DMW BM	324 443 50	6 248 607 66	U	U	FROM TRANS	CALCD	42 085	D	4
SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS ON 11-09-2015									
COMBINED SCALE FACTOR 0.999970									
ZONE: 56									

(A) EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE LIMITED IN HEIGHT AND DEPTH

Surveyor: VICTORIA TESTER
Date of Survey: 19/07/2017
Surveyor's Ref: 90633

PLAN OF EASEMENT FOR DRAINAGE OF WATER OVER
LOT 100 IN DP 1213019

L.G.A.: BURWOOD
Locality: BURWOOD HEIGHTS
Subdivision No: _____

Registered
25.8.2017

DP 1233957

SCHEDULE OF REFERENCE MARKS			
No.	BEARING	DIST	MARK
A	43°29'	4.02	OHM PD (NOW GONE) (DP1213019)
B	47°50'40"	5.725	OHM PL IN KERB
	136°36'	4.535	OHM PD (NOW GONE) (DP1213019)
	187°03'50"	19.74	OHM PD (DP1213019)

SCHEDULE OF SHORT LINES			
No.	BEARING	DIST	
1	(89°37'45")	(2.4)	
2	(278°58'45")	(2.4)	
3	(9°38'00")	(0.2)	

SP 94.692
(DP 12.24.227)

(A) EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE LIMITED IN HEIGHT & DEPTH

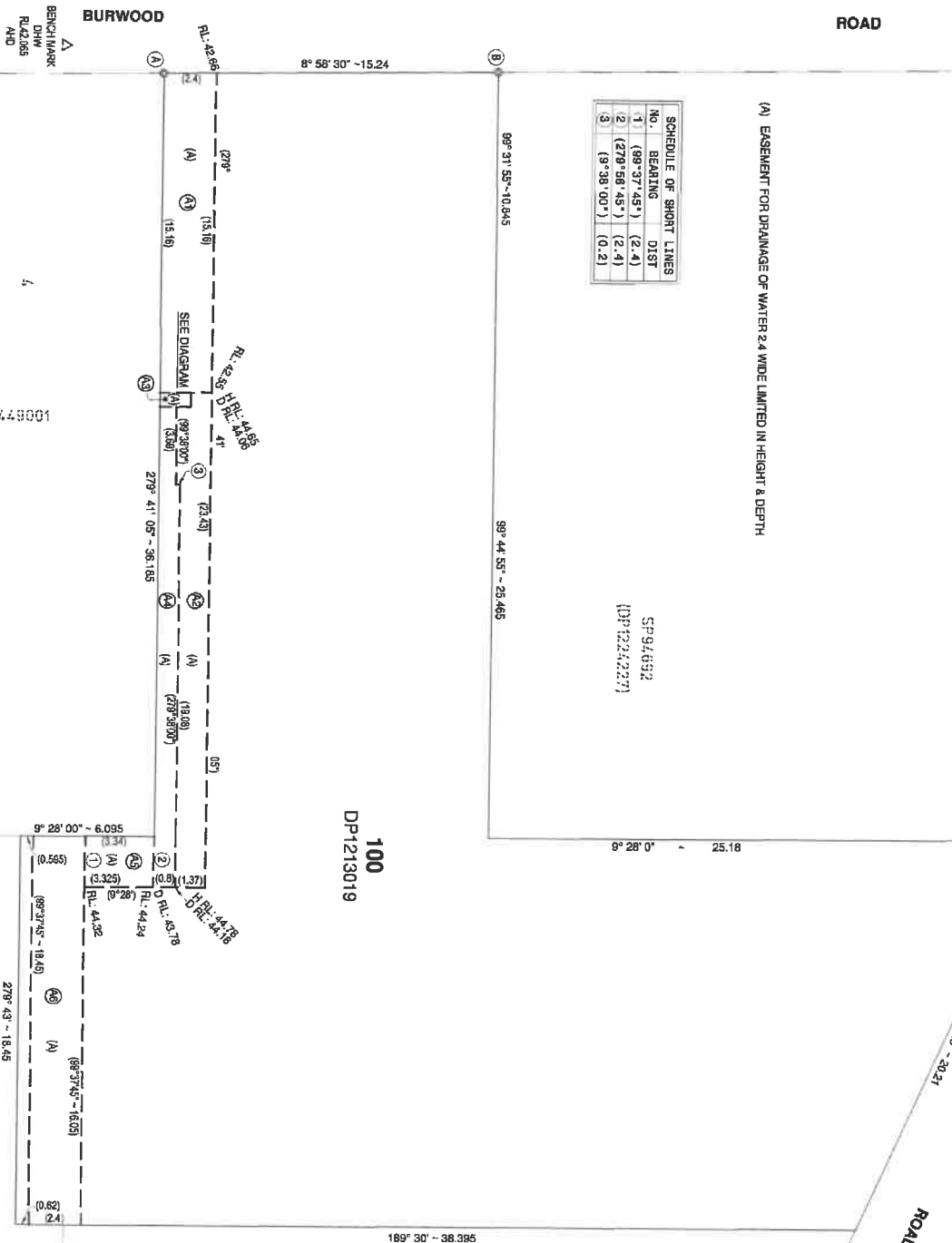
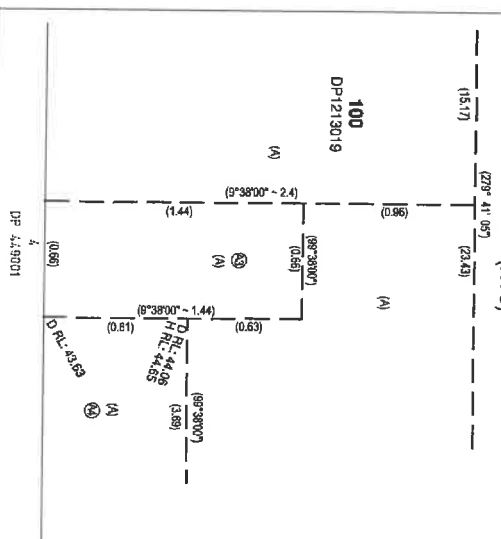


DIAGRAM (NTS)



A
DP 35.0535

- A1: INDICATES EASEMENT LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL PLANE AT RL41.10 AND THE INCLINED PLANE BETWEEN RL42.66 & RL42.55
- A2: INDICATES EASEMENT LIMITED TO THE STRATUM BETWEEN THE INCLINED PLANE BETWEEN RL44.06 & RL44.18 AND THE INCLINED PLANE BETWEEN RL44.65 & RL44.78
- A3: INDICATES EASEMENT LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL PLANE AT RL41.10 & RL44.65
- A4: INDICATES EASEMENT LIMITED TO THE STRATUM BETWEEN THE INCLINED PLANE AS SHOWN AND THE INCLINED PLANE BETWEEN RL44.65 & RL44.78
- A5: INDICATES EASEMENT LIMITED TO THE STRATUM BETWEEN THE INCLINED PLANE BETWEEN RL44.24 & RL44.32 AND THE HORIZONTAL PLANE AT RL44.82
- A6: INDICATES EASEMENT LIMITED TO THE STRATUM BETWEEN THE HORIZONTAL PLANE AT RL44.32 & RL44.45

D denotes DEPTH RL
H denotes HEIGHT RL

SP 85.167
(DP 16.03.26)

10 20 30 40 50 60 70 80 90 100 110 120 130 140

Table of mm

Surveyor: VICTORIA TESTER
Date of Survey: 19/07/2017
Surveyor's Ref: 60833

PLAN OF EASEMENT FOR DRAINAGE OF WATER OVER
LOT 100 IN DP 1213019

L.G.A.: BURWOOD
Locality: BURWOOD HEIGHTS
Subdivision No.:
Lengths are in metres. Reduction Ratio 1:150



25.8.2017

DP 1233957

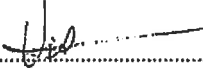
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheets

Registered:  25.8.2017 Title System: TORRENS Purpose: EASEMENT	Office Use Only DP1233957
PLAN OF EASEMENT FOR DRAINAGE OF WATER OVER LOT 100 IN DP1213019	LGA: BURWOOD Locality: BURWOOD HEIGHTS Parish: CONCORD County: CUMBERLAND
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, VICTORIA TESTER of SDG LAND DEVELOPMENT SOLUTIONS PTY.LTD. a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 19 th July 2017. *(b) The part of the land shown in the plan (*being/*excluding ^.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>. Signature:  Dated: 21-07-2017 Surveyor ID: 8514 Datum Line: 'X' 'Y' DATUM LINE: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous . *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable.	Plans used in the preparation of survey/compilation. DP 1213019 DP 1232156
Statements of intention to dedicate public roads, public reserves and drainage reserves.	Surveyor's Reference: 6063-3
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheets

Registered:  25.8.2017

Office Use Only

Office Use Only

DP1233957

**PLAN OF EASEMENT FOR DRAINAGE OF
WATER OVER LOT 100 IN DP1213019**

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

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

Subdivision Certificate number:

Date of Endorsement:

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

1. EASEMENT FOR DRAINAGE OF WATER 2.4 WIDE LIMITED IN HEIGHT & DEPTH (A)

TO RELEASE:

1. EASEMENT FOR DRAINAGE OF WATER 2 WIDE (DP1232156)

'STREET ADDRESSES FOR ALL LOTS ARE NOT AVAILABLE'

EXECUTED by
Burwood Road 96 Pty Ltd
ACN 152 735 469
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)



Farah Elias
Sole Director/Secretary

EXECUTED by
Simba International Pty Ltd
ACN 168 882 246
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)



Chemel Faker
Sole Director/Secretary

Surveyor's Reference: 6063-3

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

Lengths are in metres

(Sheet 1 of 3 sheets)

Plan: **DP1233957**

Plan of Easement for Drainage of Water over
Lot 100 in DP1213019

Full name and address of the
owner of the land:

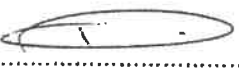
Burwood Road 96 Pty Ltd
Simba International Pty Ltd
Level 10
11-15 Deane Street
BURWOOD NSW 2134

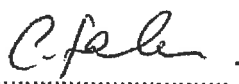
PART 1

No. of item shown in the intention panel on the plan	Identity of easements, restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Drainage of Water 2.4 Wide Limited in Height & Depth	100/1213019	A/360555

PART 1A (Release)

No. of item shown in the intention panel on the plan	Identity of easements to be released and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Drainage of Water 2 Wide (DP1232156)	100/1213019	A/360555


.....
Farah Elias


.....
Chemel Faker


.....
Amer Yassine

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

Lengths are in metres

(Sheet 2 of 3 sheets)

Plan: **DP1233957**

Plan of Easement for Drainage of Water over
Lot 100 in DP1213019

PART 2

EXECUTED by
Burwood Road 96 Pty Ltd
ACN 152 735 469
in accordance with s127 of
the Corporations Act 2001

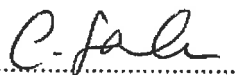
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Farah Elias
Sole Director/Secretary

EXECUTED by
Simba International Pty Ltd
ACN 168 882 246
in accordance with s127 of
the Corporations Act 2001

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)
)
)
)



Chemel Faker
Sole Director/Secretary

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

Lengths are in metres

(Sheet 3 of 3 sheets)

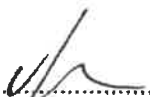
Plan: **DP1233957**

Plan of Easement for Drainage of Water over
Lot 100 in DP1213019

PART 2

EXECUTED by
94 Liverpool Road Pty Ltd
ACN 607 586 523
in accordance with s127 of
the Corporations Act 2001

)
)
)
)
)


.....
Amer Yassine
Sole Director/Secretary

Consent of Mortgagee

Mortgagee under Mortgage No. **AK107776**
Signed at **MARRICKVILLE** this **8th** day of
August 2017 for National
Australia Bank Limited ABN 12 004 044 937
by **Charles Velasco**
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

3 
.....
Level Attorney

M Karalas
.....
Witness/Bank Officer **MICHELLE KARANDIAS**

REGISTERED



25.8.2017



**PLANNING CERTIFICATE UNDER SECTION 10.7(2) & (5)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Certificate Number: 20454
Receipt Number: 973136
Parcel Number: 19048

Certificate Date: 07/12/2023
Certificate Fee: \$167.00
Applicant's Reference: 11803

DESCRIPTION OF PROPERTY

Property: 402/12-16 Burwood Road BURWOOD HEIGHTS 2136
Title Particulars: Lot: 22 SP: 92808

LAND TO WHICH CERTIFICATE RELATES

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in the Council's records as being situated at the street address described on page 1 of this certificate. The information contained in this certificate relates only to the lot described on the certificate. Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

SECTION 10.7(2) DETAILS

In accordance with section 10.7(2) of the *Environmental Planning and Assessment Act 1979*, at the date of this certificate the following information is provided in respect of the prescribed matters to be included in a planning certificate.

1(1). ENVIRONMENTAL PLANNING INSTRUMENTS

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

Deemed Local Environmental Plans:

There are no Deemed Local Environmental Plans applying to the land.

Local Environmental Plans:

Burwood Local Environmental Plan (BLEP) 2012

State Environmental Planning Policies (SEPPs):

State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021



Burwood
Inc.1874

Section 10.7 (2 & 5) Certificate

Property: 402/12-16 Burwood Road BURWOOD HEIGHTS 2136

Certificate No.: 20454

Certificate Date: 07/12/2023

State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

Draft Sustainable Buildings SEPP (commencement date 1 October 2023)

Deemed State Environmental Planning Policies:

Note: Any enquiries regarding State Environmental Planning Policies or Deemed State Environmental Planning Policies should be directed to the Department of Planning and Environment on (02)1300 420 596 or its website, www.planning.nsw.gov.au.

1(2). PROPOSED ENVIRONMENTAL PLANNING INSTRUMENTS

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

Note: Proposed environmental planning instruments include a planning proposal for a Local Environmental Plan or a draft environmental planning instrument.

Proposed Local Environmental Plans:

On 22 November 2023, a Planning Proposal (PP-2023-2146) to amend the Burwood Local Environmental Plan 2012 was placed on exhibition. The Planning Proposal seeks to heritage list the Appian Way Central Reserve and Public Domain as a heritage item of local significance. More information on the Planning Proposal is available here:
<https://www.planningportal.nsw.gov.au/ppr/under-exhibition/planning-proposal-group-heritage-listing-appian-way-central-reserve-and-public-domain>

There are no proposed LEPs applying to the land.

Proposed State Environmental Planning Policies:

Draft Environment SEPP

Housekeeping Amendments to the SEPP (Exempt and Complying Development Codes) 2008

Housekeeping Amendment to the Transport and Infrastructure SEPP 2021 (health care)

Proposed Remediation of Land SEPP

On 22 November 2022, the Explanation of Intended Effects (EIE) to amend the Housing SEPP 2021 was placed on exhibition. The amendments propose to review the requirements related to:

- In-fill affordable housing
- Planning pathways for social housing and affordable housing
- Group homes and hostels



- Temporary supportive accommodation
- Seniors independent living unit accessibility standards
- Boarding houses.

For more information: <https://www.planningportal.nsw.gov.au/housing-policy-eie>

Proposed Deemed State Environmental Planning Policies:

There are no proposed Deemed SEPPs applying to the land.

1(3). DEVELOPMENT CONTROL PLANS

The following development control plan applies to the carrying out of development on the land:

Burwood Development Control Plan

2. ZONING AND LAND USE

The identity of the zone under the relevant environmental planning instrument:

R1 - General Residential

E1 Local Centre

Permitted Without Consent in R1: Home occupations; Roads.

Permitted With Consent in R1: Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care centres; Community facilities; Dwelling houses; Group homes; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster Aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not otherwise specified.

Prohibited in R1: Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Environmental protection works; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Local distribution premises; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Restricted premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water recycling facilities; Water storage facilities; Water treatment facilities; Wharf or boating facilities;



Wholesale supplies.

Permitted without consent: Home occupations; Recreation areas; Roads

Permitted with consent in E1: Amusement centres; Attached dwellings; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Dwelling houses; Entertainment facilities; Function centres; Group homes; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Residential flat buildings; Respite day care centres; Semi-detached dwellings; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 2 or 4

Prohibited in E1: Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Rural supplies; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water storage facilities; Water treatment facilities; Wharf or boating facilities; Wholesale supplies

The following Additional Permitted Use(s) from Schedule 1 of the *Burwood Local Environmental Plan 2012* apply to the land:

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

No

Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

No

Whether the land is in a conservation area:

No

Whether an item of environmental heritage is situated on the land:

No

3. CONTRIBUTIONS PLANS

The following Contributions Plans apply to the land:

Section 7.12 Local Infrastructure Contributions Plan for the Burwood Local Government Area

4. COMPLYING DEVELOPMENT

Whether complying development may be carried out under each of the codes for complying development in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in accordance with the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy:

Housing Code:

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

Rural Housing Code:

Complying development under the Rural Housing Code may not be carried out on any land in the Burwood Local Government Area.

Low Rise Housing Diversity Code:

Complying development under the Low Rise Housing Diversity Code may be carried out on the land.

Greenfield Housing Code:

Complying development under the Greenfield Housing Code may not be carried out on any land in the Burwood Local Government Area.

Inland Housing Code:

Complying development under the Inland Housing Code may not be carried out on any land in the Burwood Local Government Area.

Housing Alterations Code:

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

General Development Code:

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

Industrial and Business Alterations Code:

Complying development under the Part 5 Industrial and Business Alterations Code may be carried out on the land.

Industrial and Business Buildings Code:

Complying development under the Part 5A Industrial and Business Buildings Code may be carried out on the land.

Container Recycling Facilities Code:

Complying Development under the Container Recycling Facilities Code may be carried out on the land.



Burwood
Inc.1874

Section 10.7 (2 & 5) Certificate

Property: 402/12-16 Burwood Road BURWOOD HEIGHTS 2136

Certificate No.: 20454

Certificate Date: 07/12/2023

Complying Development under the Container Recycling Facilities Code may not be carried out on the land. The land is not within a permissible zone.

Subdivisions Code:

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

Demolition Code:

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

Fire Safety Code:

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

Note: The policy also requires that the development be permissible with consent in the relevant land use zone and satisfy all other requirements of the Policy in relation to complying development.

5. EXEMPT DEVELOPMENT

Whether exempt development may be carried out under each of the codes for exempt development in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Exempt development may be undertaken on the land under the following exempt development codes:

- Division 1 General Code
- Division 2 Advertising and Signage Code
- Division 3 Temporary Uses and Structures Code

Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. See *State Environmental Planning Policy (Exempt and Complying Development) 2008* for further detail.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. It is necessary to review the *State Environmental Planning Policy* in detail to ensure that specific types of exempt development may be undertaken on the land

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

Whether Council is aware that:

- (a) an affected building notice is in force in relation to the land, or
- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
- (c) notice of intention to make a building product rectification order given in relation to the land is outstanding.

No



Note: Affected building notice and building product rectification order have the same meaning as in the *Building Products (Safety) Act 2017*.

7. LAND RESERVED FOR ACQUISITION

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

No

8. ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is land affected by any road widening or road realignment under:

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

No. However, the land has frontage to a declared Main Road and any information may be obtained from the NSW Roads and Maritime Services (RMS).

9. FLOOD RELATED DEVELOPMENT CONTROLS

If the land or part of the land is within the flood planning area and subject to flood related development controls:

No

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:

Unknown - for further information please go to Council's website and fill in a Flood Level Inquiry Application <https://www.burwood.nsw.gov.au/Our-Council/Forms>

Note:

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK REDUCTIONS

Is the land affected by a policy adopted by the Council or adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or any other risk, other than flooding.



Burwood
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Section 10.7 (2 & 5) Certificate

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Yes. All land in the Burwood local government area has an Acid Sulfate Soils classification. For further information, refer to the Acid Sulfate Soils Map of the BLEP 2012.

Yes. All land in the Burwood Local Government Area is affected by a policy adopted by the Council containing provisions that restricts the development of the land because of the likelihood of contamination. The name of the policy is Burwood Development Control Plan.

11. BUSHFIRE PRONE LAND

The land is not bushfire prone land.

12. LOOSE-FILL ASBESTOS INSULATION

Whether the Council has been advised that the land includes any residential premise (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that is listed on the Loose-fill Asbestos Insulation Register:

No

Note: Further information may be obtained from NSW Fair Trading.

13. MINE SUBSIDENCE

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

No

14. PAPER SUBDIVISION INFORMATION

Whether a development plan has been adopted by a relevant authority to apply to the land, or the land is proposed to be subject to a consent ballot:

No

15. PROPERTY VEGETATION PLANS

The Council has not been notified that the property is subject to a property vegetation plan under the *Native Vegetation Act 2003*.

16. BIODIVERSITY STEWARDSHIP SITES

Whether there is a biodiversity stewardship agreement entered into under Part 5 of the *Biodiversity Conservation Act 2016* relating to the land of which the Council has been notified:

No



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17. BIODIVERSITY CERTIFIED LAND

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*:

No

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

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No

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

Whether the land is land to which the *Coastal Management Act 2016* applies to owners

No

20. WESTERN SYDNEY AEROTROPOLIS

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land in the Burwood Local Government Area.

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

Whether the land is land to which the *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies. 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 that Policy, section 88(2).

State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 may apply to this land.

Council is not aware of a condition of consent being imposed in terms of a kind referred to in *Chapter 3, Part 5 clause 88(2)* of the *State Environmental Planning Policy (Housing) 2021* in respect to development on the land.

22. SITE COMPATIBILITY CERTIFICATES FOR AFFORDABLE RENTAL HOUSING

(1) Whether there is a current site compatibility certificate (under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which Council is aware, in relation to proposed development on the land and, if there is a certificate

(a) the period for which the certificate is current, and

(b) that a copy may be obtained from the department.



Burwood
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Section 10.7 (2 & 5) Certificate

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Certificate No.: 20454

Certificate Date: 07/12/2023

No

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

No

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

No

23. MATTERS ARISING UNDER SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997

Section 59(2) of the *Contaminated Land Management Act 1997* prescribes that the following matters are to be specified in a Section 10.7 Planning Certificate:

- (a) Is the land to which this certificate relates significantly contaminated land, and if so, the date the certificate was issued:

No

Note: A declaration of significantly contaminated land includes declarations of an investigation area or remediation site issued prior to 1 July 2009.

- (b) Is the land to which this certificate relates subject to a management order, and if so, the date the certificate was issued:

No

Note: A management order includes an investigation order or remediation order issued prior to 1 July 2009.

- (c) Is the land to which this certificate relates the subject of an approved voluntary management proposal, and if so, the date the certificate was issued:

No

Note: An approved voluntary management proposal includes a voluntary investigation proposal or voluntary remediation proposal issued prior to 1 July 2009.

- (d) Is the land to which this certificate relates subject to an ongoing maintenance order, and if so, the date the certificate was issued:

No

Note: An ongoing maintenance order includes a notice for maintenance of remediation issued prior to 1 July 2009.



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Section 10.7 (2 & 5) Certificate

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- (e) Is the land to which this certificate relates the subject of a site audit statement, if a copy of such a statement has been provided at any time to the local authority issuing the certificate:

No

SECTION 10.7 (5)

The following advice on other matters affecting the subject land of which Council is aware is supplied in pursuance to sub-section 5 of Section 10.7.

1. Development Application Register

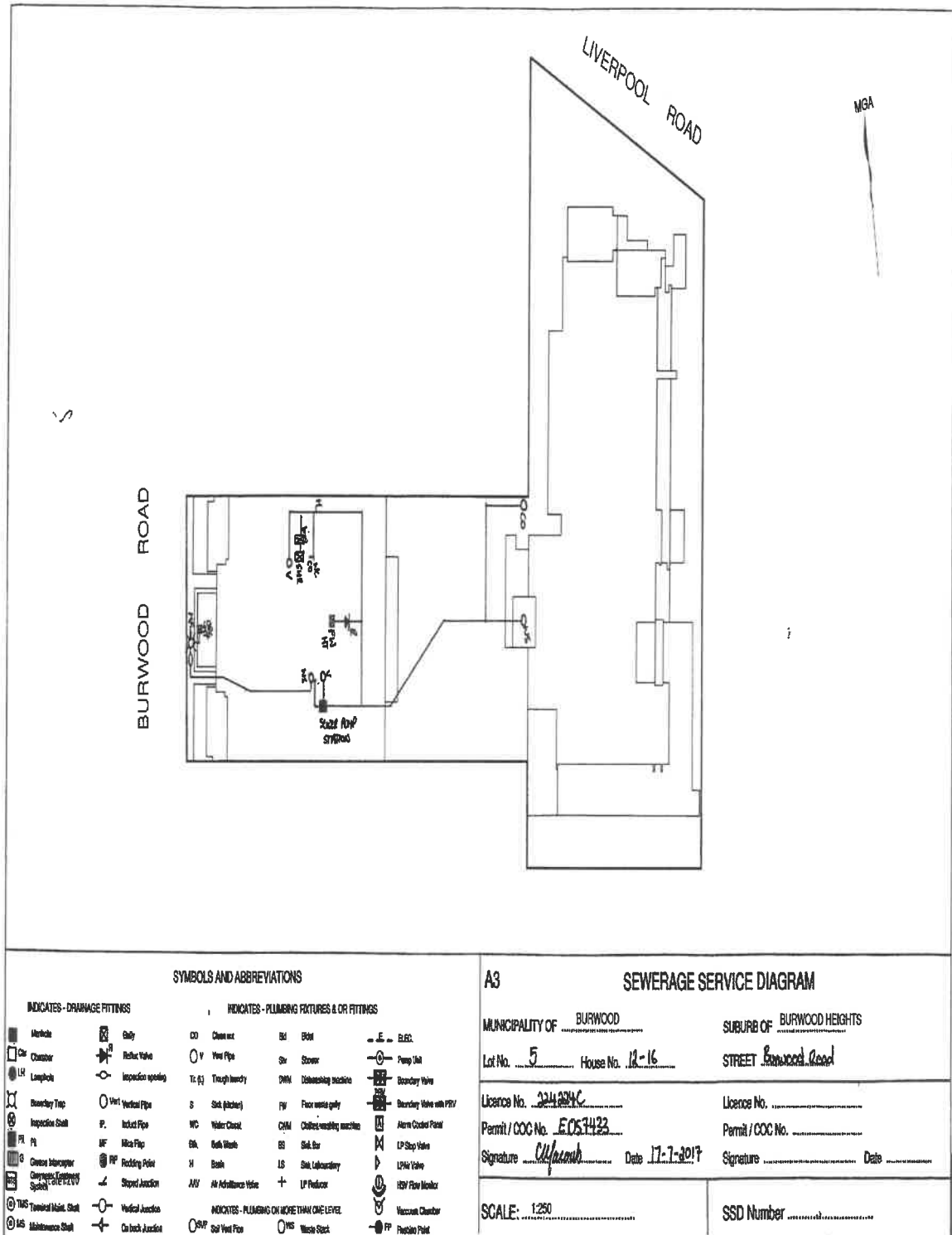
The Burwood Council Development Application Tracker provides a register of applications submitted and determined. For more information visit:

<https://datracker.burwood.nsw.gov.au/Home/Index>

Brian Olsen
MANAGER CITY DEVELOPMENT

Sewer Service Diagram

Application Number: 8003004245



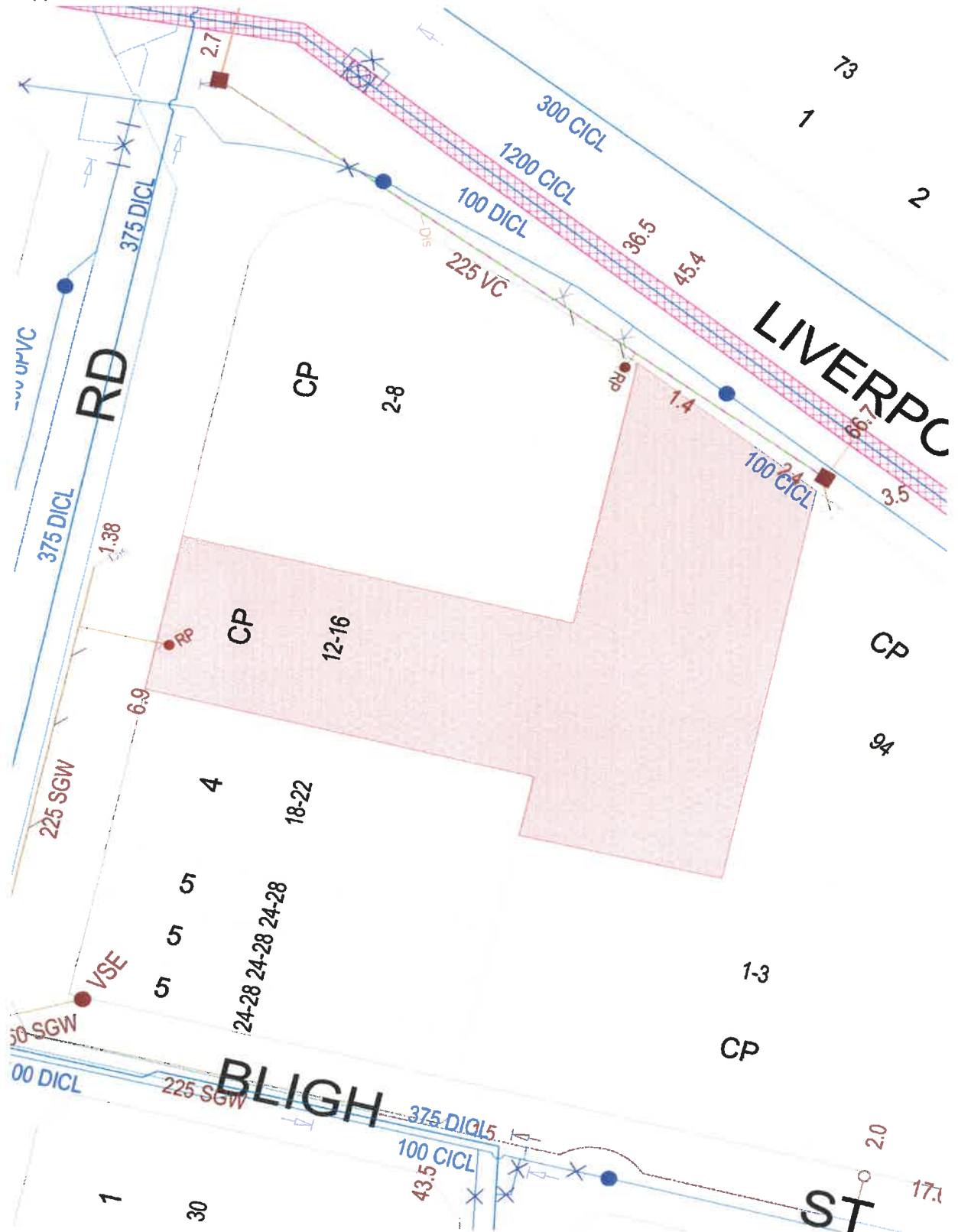
Document generated at 05-12-2023 11:21:40 AM

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: 8003004188



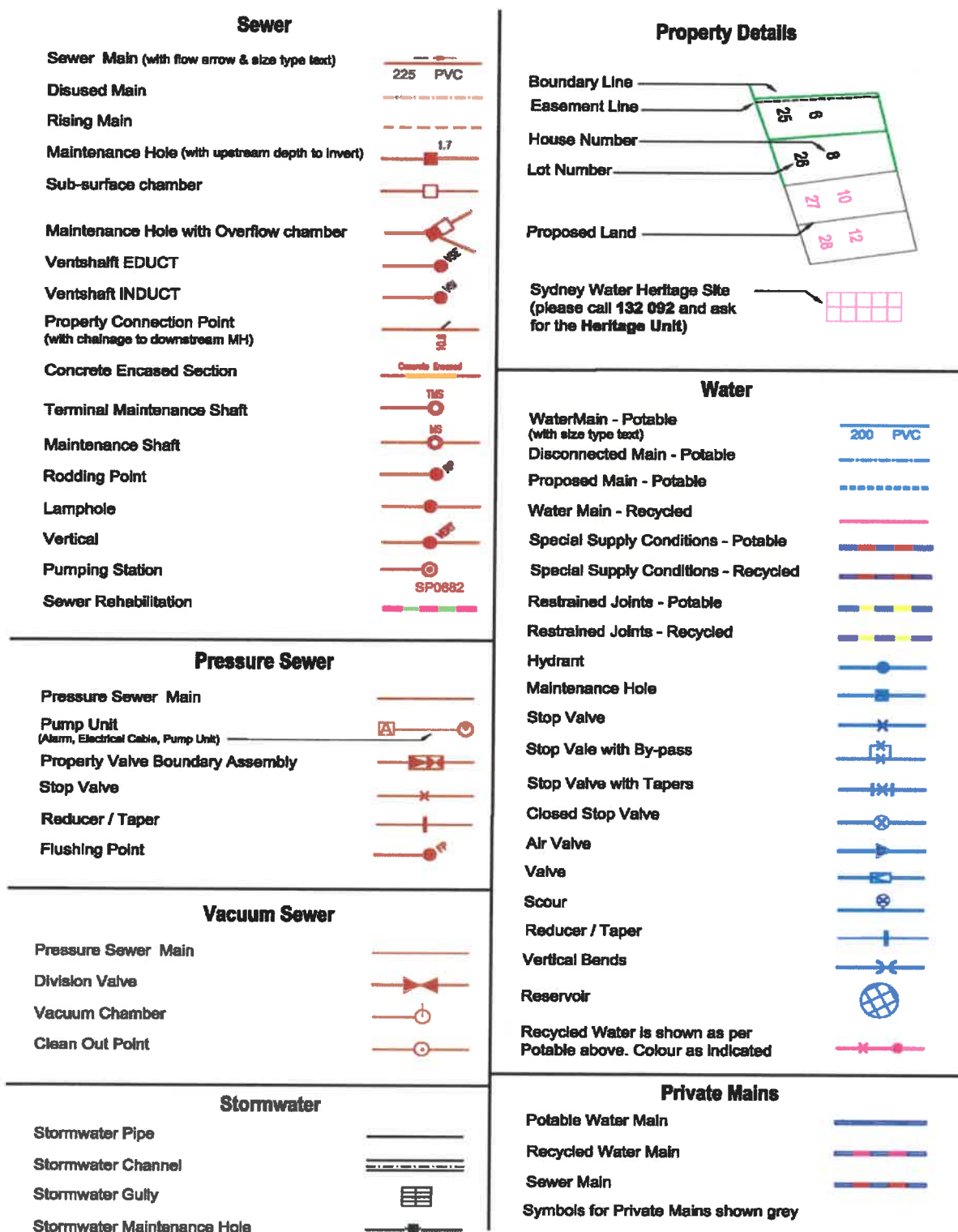
Document generated at 05-12-2023 11:20:34 AM

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



Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Strata Schemes Management Regulation 2016

Current version for 18 December 2017 to date (accessed 3 June 2019 at 12:20)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

Note. These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property, or permit a motor vehicle to be parked or stood on common property, except with the prior written approval of the owners corporation or as permitted by a sign authorised by the owners corporation.

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

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

4 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

5 Keeping of animals

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property 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 common property.

- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Note. Select option A or B. If no option is selected, option A will apply.

Option A

- (1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.
- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:
washing includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must 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).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and

appropriately covered.

- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation 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 lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:
bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must 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).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
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bin includes any receptacle for waste.

waste includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:

- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

- (1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.
- (2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

appropriately covered.

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RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

IMPORTANT INFORMATION

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

1. This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on at Between

Landlord *[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Name/s Matthew Stocks & Kelly Belford

A.B.N.(if applicable)

Contact Details: Matthew.Stocks.552736opl459179@our.property

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

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

[Insert business address or residential address of landlord(s)]

75 Alexander Street,

Crows Nest NSW 2065

Note. These details must be provided for landlord(s) if there is no landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

75 Alexander Street,

Crows Nest NSW 2065

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

Name/s Phillip Dixon

Contact Details:

Name/s Suellen Dixon

Contact Details:

Landlord's agent details: *[Insert name of landlord's agent (if any) and contact details]*

Licensee Morton Management Services P/L as Trustee for Morton Managements Unit TrustACN41226986859	
Licence Number 10091663	A.B.N. 41226986859
Address 75 Alexander Street,	
Crows Nest NSW	Postcode 2065
Phone 1300858221	Email info@morton.com.au

Tenant's agent details: *[Insert name of tenant's agent (if any) and contact details]*

Name/s	A.B.N.
Address	
Postcode	
Phone	Email

Term of agreement:

The term of this agreement is 12 Months

Starting on 16/06/2023 and ending on 16/06/2024

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*

Residential premises:The residential premises are *[Insert address]*:

Address A402/12-16 Burwood Road		
Suburb Burwood Heights	State NSW	Postcode 2136

The residential premises include: *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

1 car space

The residential premises **do not include:** *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

Rent: \$1200.00 fortnight payable in advance starting on 16/06/2023

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

The method by which the rent must be paid:

a. Direct Debit:

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

b. Credit/Debit card:

Payment is to be processed via OurProperty Payments through the OurTenant Portal/App

c. Wallet:

Payment is to be processed via OurProperty Payments.

d. Direct Debit Control:

Payment is to be processed via OurProperty Payments.

e. Post Office:

Payment is to be processed at an Australia Post office with a supplied barcode for each payment. Payment can be made by Cash or EFTPOS.

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant. Payment methods available and any associated charges are subject to change over the course of the lease.

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

A rental bond (PAID) of \$ 2200.00 must be paid by the tenant on signing this agreement.

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

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☒ NSW Fair Trading through Rental Bond Online.

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

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

Names of Approved Occupants

Phillip Dixon

Suellen Dixon

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs:	Ital Electrical	Telephone:	0433 572 384
Plumbing repairs:	Sydney plumbing	Telephone:	0425 219 242
Other repairs:	Strathfield Locksmiths	Telephone:	0425 218 846

Water usage

Will the tenant be required to pay separately for water usage?

☐

If yes, see clauses 12 and 13

Will the tenant be required to pay for water supplied by a Central Thermal Plant ?

☐ Yes ☐ No

Utilities

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☐ Yes ☒ No

Smoke alarms

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

☐ Hardwired smoke alarms

☐ Battery operated smoke alarms

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

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

9V

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

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

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

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ If yes, see clauses 38 and 39.

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

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

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

Landlord

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

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

Matthew.Stocks.552736opl459179@our.property, Kelly.Belford.552736opl961218@our.property

Tenant

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

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

Condition report

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

Tenancy laws

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

The Agreement

Right to occupy the premises

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

Copy of Agreement

2. **The landlord agrees** to give the tenant:

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

Rent

3. **The tenant agrees:**

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

4. **The landlord agrees:**

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

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

Rent increases

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

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

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

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

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

Rent reductions

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

- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or

8.3 are compulsorily appropriated or acquired by an authority.

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

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

10. The landlord agrees to pay:

10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and

10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

10.3 all charges for the supply of electricity, non bottled gas or oil to the tenant at the residential premises that are not separately metered, and

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

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

10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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

11. The tenant agrees to pay:

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

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

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

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:

11.6.1 are separately metered, or

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

Note. Separately metered is defined in the *Residential Tenancies Act 2010*.

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

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

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

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by

the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

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

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

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

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

Possession of the premises

14. The landlord agrees:

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

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

Tenant's right to quiet enjoyment

15. The landlord agrees:

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

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

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

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

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

16.2 not to cause or permit a nuisance, and

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

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

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

17. The tenant agrees:

17.1 to keep the residential premises reasonably clean, and

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

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

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

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

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

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

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

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

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

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

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential

premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

Note1 . Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

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

Note2 . Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

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

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

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

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

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

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

Urgent repairs

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

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

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the

receipts for anything the tenant pays for.

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

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

SALE OF THE PREMISES

21. The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

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

23. The landlord and tenant agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

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

LANDLORD'S ACCESS TO THE PREMISES

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

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

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

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

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or

lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
24.11 if the tenant agrees.

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

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

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

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

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

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

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

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

30. The tenant agrees:

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

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

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

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

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

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or

occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

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

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and tenant agree that:

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

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

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

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

37.5 if the state, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

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

MITIGATION OF LOSS

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example,

if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

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

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

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42. The landlord agrees to

42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note1. Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees to

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

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

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

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

SWIMMING POOLS

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

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

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

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

~~46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

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

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

COMBUSTIBLE CLADDING

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

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERMS - PETS

[Cross out clauses if not applicable]

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

-

54. ~~**The tenant agrees**~~

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

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

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

56. **The landlord and tenant**

- 56.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated 15/06/2022. *(insert a date if the landlord and and tenant agree to this clause) forms part of this agreement,*
- 56.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and
- 56.3 **agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

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

57. Further to clauses 16 and 17 and subject to any applicable by-law, **the tenant agrees:**

- 57.1 to use the residential premises for residential purposes only;
- 57.2 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;
- 57.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 57.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 57.5 to wrap up and place garbage in a suitable container;
- 57.6 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;
- 57.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 57.8 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;
- 57.9 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;
- 57.10 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 57.11 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;
- 57.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 57.13 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
- 57.14 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

58.The tenant agrees:

- 58.1 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
- 58.2 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

59.The tenant agrees:

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

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

ADDITIONAL TERM - OCCUPANTS

61.The tenant agrees:

- 61.1 not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 61.2 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

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

63. The tenant agrees:

63.1 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 18 of this agreement; and

63.2 that the tenant's obligations under this agreement 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.

64. Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that 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.

65. the landlord and the tenant agrees that

65.1 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; and

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

Note : 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

66. The tenant acknowledges and agrees:

66.1 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;

66.2 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;

66.3 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

66.4 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)

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

67.1 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;

67.2 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;

67.3 to keep the water level above the filter inlet at all times;

67.4 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;

67.5 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
67.6 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**):

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

68.1. the rent will be increased to \$1200.00 per fortnightly on 16/06/2023 ; and

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

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

ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM

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

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

69.1. the rent will be increased to

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

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

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

70. For avoidance of doubt:

70.1 a condition report which accompanies this agreement, forms part of this agreement;

70.2 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

70.3 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

71. **The tenant agrees:**

71.1 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;

71.2 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 42 of this agreement; and

71.3 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.

ADDITIONAL TERM - TENANCY DATABASES

72. **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]

73. **The tenant agrees** agrees that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

74. **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

75. **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.

76. **The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

77. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 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.

78. **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 24.

ADDITIONAL TERM - PRIVACY POLICY

79. 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.

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 - ACKNOWLEDGEMENTS

80. The landlord and tenant each acknowledge that

80.1. 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;

80.2. 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 2019 (NSW)* or any other Act; and
- (b) they are not inconsistent with the standard terms and conditions of this agreement; and

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

(iv) 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

(ii) 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

(b) 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.

Notes

NOTES

1. Definitions

in this agreement

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

2. Continuation of tenancy (if fixed term agreement)

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

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly

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

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

6. Warning

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

Units

UNITS

1. The tenant acknowledges and accepts the property Special By-Laws which form part of this lease, which sets out the guidelines and By-Laws for the building and of which a copy has been emailed to the tenant.
2. The tenant acknowledges that as a part of this lease agreement, they have been provided with a Residential Premises Condition Report.
3. The tenant acknowledges that as a part of this lease agreement, they have been provided with a copy of the Tenant Information Statement.
4. For all maintenance and repair requests the tenant is required to log this on their OurTenant app using their smart phone or on their tenant portal via ourproperty.com.au
5. Emergency Repairs - Should you have an emergency plumbing, electrical or hot water issue after hours or on a weekend or public holiday please call a trade and have them attend. Emergency trades are listed on your lease agreement.
6. If the tenant requests maintenance to be attended to, a maintenance call is booked and access is arranged with the tenant. If the tenant denies access to the apartment on the scheduled day the tenant will be charged for the service call.
7. Ending the Tenancy. When the fixed term period of the agreement is due to end, the landlord must give at least 30 days notice and the tenant must give at least 14 days notice to end the tenancy. This notice can be served up to and including the last day of the fixed term. Once the fixed term period has ended, a tenant is required to give at least 21 days notice, and the landlord must give at least 90 days notice. All notification must be in writing. Other grounds for ending agreement are within your Residential Tenancy Agreement.
8. The tenant must not place pot plants on the carpet without the use of plastic protection underneath. Damage to carpet will be at tenant cost.
9. It is the tenants responsibility to keep the apartment balconies and windows clean during the tenancy period. No clothes line or washing on balcony. No BBQ on balcony. No Pot Plants on Balcony. Any damage to balcony floor will be at the cost of the tenant.
10. Please be advised that all telephone, electricity and Foxtel subscription costs are at the tenants expense. The Landlord is not responsible for the connection/disconnection of electricity, Foxtel subscription or telephone lines, telephone points or any other associated costs.
11. All banking costs associated with transfer of rent/monies from International Bank accounts will be at the cost of the tenant.
12. The tenant hereby acknowledges and agrees that they, or any visitors, shall not smoke inside the apartment or common area and they shall be liable for any costs involved in repairing, cleaning or fumigating any part of the premises that has been affected as a result of smoking.
13. The tenant is responsible for the changing of all light globes in the unit. If you can not reach them you must commission a handyman to do so at your cost.
14. Please advise the Agent of your new home phone number or any change of details.
15. The tenant acknowledges that due to his/her own circumstances IF they were unable to inspect the property prior to the signing of the Residential Tenancy Agreement, the tenant hereby acknowledges that they accept the property in the condition as described by the agent prior to making the application.
16. The tenant agrees to notify the landlords agent of any extra or change in tenant(s) residing at the property.
17. The Tenant is advised to hold and maintain a current Tenant Contents Insurance Policy throughout the term of the Residential Tenancy Agreement. No liability for damage to personal effects, goods and chattels will be the responsibility of the Landlord.
18. If property furnished:
 - a) All linen must be professionally laundered and pressed at the end of the tenancy.
 - a) All goods and chattels are accepted in the condition as viewed at the time of commencement of tenancy and as stated in the condition report/inventory.
19. Should the tenant lock themselves out of their premises after hours the tenant will be required to use the services of a locksmith at their expense and inform their property manager on the following working day. Recommended locksmith: Toplock 0418 858 633

20. The tenant acknowledges and agrees that the agent will perform Routine Inspections through recording short videos. This video is a record of the property Periodic Inspection during your tenancy.
21. The tenant acknowledges and agrees not to place a blow up or portable pool on any part of this property which include balconies, terraces, courtyards and gardens
22. I/we understand that once in tenancy I/we will not place this property on Airbnb or other such sites
23. The tenant agrees to maintain proper ventilation in the property and to turn on exhaust fans, particularly when bathing, showering, cooking, doing laundry and drying clothes. Open windows when weather permits, to improve cross ventilation.
24. The tenant agrees to use the electrical appliances in the property as per instructions of manuals and to ensure cleaning instructions are adhered to. If there is no manual in the property to please research product manual online or contact your property manager.â

Special Conditions

1. The tenant acknowledges and confirms receiving the inspection report sheet, designed for the purposes of reporting to the landlord the state of repair of the condition of the premises, on the day it was let and further to return the completed report within seven (7) days from the tenancy agreement date to the landlord's agent.
2. The tenant/s agree if a payment is dishonoured that the tenant will incur the costs and the bank charges of the lessor
3. The tenant/s agree that of sending the rent by mail /EFT that no receipt will be issued.
4. The tenant/s agree to allow tradesmen access for repairs and maintenance to the property, by our master key if the tenant cannot be home during office hours.
5. The tenant/s agree not to use any nails, screws, hooks or any other material that will deface walls, doors or ceilings without the landlord's approval.
6. The tenant/s must first seek permission to change the locks and then must supply the agent/landlord with a set of keys for the new locks at the premises.
7. The tenant/s hereby agree not to dispose of any fats, oils, sanitary items or any other material in any drain or sink, otherwise the lessee will be responsible for the cost incurred to clear such drains.
8. The tenant/s agree to redirect their mail at the end of the tenancy and will also be responsible for cancelling their utility connections.
9. Please note that keys must be returned on the vacate date, otherwise additional rent will be charged on a daily rate until returned.
10. The tenant/s agree they are responsible for their balcony as well as the garden & courtyard, including weeding, moss removal, mowing lawns where applicable, and for keeping any drains clear of blockages.
11. The tenant/s agree that that there is no smoking inside the premises.
12. Disclosure, You acknowledge that your contact details will be provided to Landlords, tradespeople, other staff members in our firm and Strata agents when required. You must notify us of any changes with your contact details as soon as it happen.
13. The tenant/s understand and agrees that the landlord does not guarantee service to the phone point or Telephone reception and TV aerial in the property and if the tenant/s want to connect it, it will be at the tenant/s cost.
14. The tenant/s understands and agrees that the timber floors are to be kept in good order by placing protective pads under furniture, particularly chairs. (If applicable) Refer to the agents 'Care Sheet' supplied.
15. If on a lease with others, you must not vacate without informing us first and at no time must others move in without prior referencing and approval from us. Please contact your Property Manager to discuss.
16. Tenant/s are recommended to take their own contents insurance whilst they are occupying the property. Should there be a flood or fire, the landlord is not responsible for the replacement of goods.
17. Air B&B or equivalent is not permitted.
18. Smoke alarm battery and light globes, tenants are responsible to replace.
19. No inflatable or temporary pools are to be used at the premises.
20. Mould must be removed immediately and the home kept well ventilated for fresh air circulation.
21. Fireplaces are ornamental only and can only be used with the landlord's approval.

Inclusions

1 car space

Email Service of Notices

Email Service of Notices and Documents Consent Form

Date 11/04/2023

I/We **Phillip Dixon, Suellen Dixon** consent to all notices and documentation relevant to the proposed sale, purchase, management or letting (as applicable) of **A402/12-16 Burwood Road Burwood Heights NSW 2136** being served electronically via email **psde@hushmail.com, suellendixon@live.com.au**

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

I/We consent to Morton providing your contact details to third parties i.e. valuers and tradespeople who will need access to the property.

I/We **Phillip Dixon, Suellen Dixon** acknowledge that by providing an email address and signing this form, I/we consent to Morton Real Estate Agency updating my/our details of the method of communication for the purposes of email service of notices and other documents on all relevant documents.

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

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

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Jo Kennedy Morton Management Services P/L as Trustee for Morton Managements Unit Trust ACN41226986859

Signature of landlord/agent

Date: 11/04/2023

LANDLORD INFORMATION STATEMENT

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

Signature of landlord/agent

Date: 11/04/2023

SIGNED BY THE TENANT 1

Name of tenant

Phillip Dixon

Signature of tenant



Date: 11/04/2023

IP: 49.189.84.32 | Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit

SIGNED BY THE TENANT 2

Name of tenant

Suellen Dixon

Signature of tenant



Date: 11/04/2023

IP: 49.189.84.32 | Mozilla/5.0 (Windows NT 10.0; Win64; x64) AppleWebKit

TENANT INFORMATION STATEMENT

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

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



MISS KELLY E BELFORD
402/12-16 BURWOOD ROAD
BURWOOD HEIGHTS NSW 2136

Our reference: 7144568259368

Phone: 13 28 66

7 December 2023

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KELLY,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410889043561
Vendor name	KELLY ELIZABETH BELFORD
Clearance Certificate Period	7 December 2023 to 9 December 2024

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR MATTHEW S STOCKS
402/12-16 BURWOOD ROAD
BURWOOD HEIGHTS NSW 2136

Our reference: 7144568317094

Phone: 13 28 66

7 December 2023

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello MATTHEW,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410889045827
Vendor name	MATTHEW SAMUEL STOCKS
Clearance Certificate Period	7 December 2023 to 9 December 2024

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



Revenue

Enquiry ID	4037051
Agent ID	81429403
Issue Date	08 Jan 2024
Correspondence ID	1776475509
Your reference	11803

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
S92808/22	Unit 402, 12-16 BURWOOD RD BURWOOD HEIGHTS 2136	\$206 047	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston
Chief Commissioner of State Revenue

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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



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



1300 139 816*



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

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