

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent

Skyline Real Estate

3-5/14 Frenchs Forest Road Frenchs Forest NSW 2086

Tel: 9452 3444

Fax: 9452 4555

Contact: Stuart Bath

Co-agent

Not Applicable

Vendor

Kobi Condi SIMMAT and Fiona Gaye SIMMAT

4 Valley View Road, Frenchs Forest NSW 2086

Vendor's Solicitor

Freshwater Legal

PO Box 610, Manly NSW 1655

14 Lauderdale Avenue Fairlight 2094

42 days from the date of this contract (clause 15)

Phone: 9029 8089

Fax: 9939 9996

Ref: SC:RS:1577

Completion date

Land

(Address, plan details and title reference)

36 Frenchs Forest Road East, Frenchs Forest

Registered Plan: Lot 591 Deposited Plan 843492

Folio 591/843492

☐ VACANT POSSESSION ☒ subject to existing tenancies

Improvements

☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ none

☐ other:

Attached copies

☐ Documents in the List of Documents as marked or as numbered:

☐ Other documents:

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

Inclusions

☒ blinds

☐ curtains

☐ insect screens

☒ built-in-wardrobes

☒ dishwasher

☒ light fittings

☐ garden lighting

☒ fixed floor coverings

☒ rangehood

☒ cooktop

☒ oven

☐ pool equipment

☒ tv antenna

☐ microwave

☐ security system

☐ air-conditioning

☐ other:

Exclusions

Purchaser

Purchaser's solicitor

Price

\$

Deposit

\$

(10% of the price, unless otherwise stated)

Balance

\$

Contract date

(if not stated, the date this contract was made)

Vendor

Witness

GST AMOUNT (optional)

The price includes

GST of:

Purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

Witness

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

Vendor duty is payable

☒ NO

☐ yes in full

☐ yes to an extent

Deposit can be used to pay vendor duty

☒ NO

☐ yes

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)

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

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land	☐ 24 property certificate for strata common property
☒ 2 plan of the land	☐ 25 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 26 strata by-laws not set out in <i>legislation</i>
☐ 4 plan of land to be subdivided	☐ 27 strata development contract or statement
☐ 5 document that is to be lodged with a relevant plan	☐ 28 strata management statement
☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	☐ 29 leasehold strata - lease of lot and common property
☐ 7 section 149(5) information included in that certificate	☐ 30 property certificate for neighbourhood property
☒ 8 sewerage connections diagram	☐ 31 plan creating neighbourhood property
☐ 9 sewer mains diagram	☐ 32 neighbourhood development contract
☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 33 neighbourhood management statement
☐ 11 section 88G certificate (positive covenant)	☐ 34 property certificate for precinct property
☐ 12 survey report	☐ 35 plan creating precinct property
☐ 13 section 317A certificate (certificate of compliance)	☐ 36 precinct development contract
☐ 14 building certificate given under <i>legislation</i>	☐ 37 precinct management statement
☐ 15 insurance certificate (Home Building Act 1989)	☐ 38 property certificate for community property
☐ 16 brochure or note (Home Building Act 1989)	☐ 39 plan creating community property
☐ 17 section 24 certificate (Swimming Pools Act 1982)	☐ 40 community development contract
☐ 18 lease (with every relevant memorandum or variation)	☐ 41 community management statement
☐ 19 other document relevant to tenancies	☐ 42 document disclosing a change of by-laws
☐ 20 old system document	☐ 43 document disclosing a change in a development or management contract or statement
☐ 21 Crown tenure card	☐ 44 document disclosing a change in boundaries
☐ 22 Crown purchase statement of account	☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
☐ 23 Statutory declaration regarding <i>vendor duty</i>	

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

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.

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<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>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>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 drawn on its own funds by - ● a <i>bank</i>; or ● a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; 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>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<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.

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 only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
- 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -
 - 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty*;
 - 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
 - 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
- 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.
- 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -
 - 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;
 - 3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -
 - the amount of *vendor duty* is repayable upon demand;
 - the vendor must lodge an application for refund of *vendor duty*; and
 - the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty*;
 - 3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and
 - 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 4.5 If this sale is exempt from *vendor duty* -
 - 4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within 7 days* after the contract date;
 - 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and
 - 4.5.3 if the vendor complies with clause 4.5.1 -
 - the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
 - on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -
 - 5.1 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 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
 - 5.3 in any other case - *within a reasonable time*.

6 Error or misdescription

- 6.1 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

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; 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.

8 Vendor's right to rescind

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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 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 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount 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 amount; but
- 13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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 and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must adjust land tax for the year current at the *adjustment date* -
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
 - 14.4.2 by adjusting the amount that would have been payable if at the start of the year -
 - the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so -
- 14.6.1 the amount is to be treated as if it were paid; and
 - 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Completion date

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

16 Completion**• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If the purchaser serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is -
- 16.11.1 if a special completion address is stated in this contract - that address; or
 - 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if -

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 mentioned in Schedule J of the Supreme Court Rules 1970.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right -

- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* -

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is -

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -

- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, and 17 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* includes 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 page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 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**
- 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 -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified 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;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - '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;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the property' includes any interest in common property for the scheme associated with the lot;
 - '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 sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied 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.
- 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 not disclosed in this contract; or
 - 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; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
 - 23.18.2 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 -
 - any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act 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 Act.
- 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;
 - 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; and
 - 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
 - 24.4.3 the vendor must give to the purchaser -
 - a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant 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.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) -
 25.1.1 is under qualified, limited or old system title; or
 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
 25.4.1 shows its date, general nature, names of parties and any registration number; and
 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 25.5.3 *normally*, need not include a Crown grant; and
 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title -
 25.6.1 in this contract 'transfer' means conveyance;
 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title -
 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part 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 completion date becomes the later of the completion date 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.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to a 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;
 29.7.3 the completion date becomes the later of the completion date 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;
 • 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 completion date becomes the later of the completion date 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.

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.

SPECIAL CONDITIONS

AMENDMENTS TO PRINTED FORM OF CONTRACT

30. The following clauses in the printed form of contract shall be amended as follows:

- (a) Clause 1: deletion of the words "or a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia" from the definition of settlement cheque and by deletion of all words relating to the definition of Vendor Duty.
- (b) Clause 2.9 deletion of the words "if each party tells the deposit holder that the deposit is to be invested" and inserting the words at the end of the clause "each party is to provide the deposit holder with their tax file numbers at the time the deposit is being invested".
- (c) Clauses 3 & 4.5 are deleted.
- (d) Clause 8.1: deletion of the words "on reasonable grounds"
- (e) Clause 8.2: deletion of the words "and those grounds"
- (f) Clause 10.1.9: deletion of the word "substance" and the insertion of the word "existence" instead
- (g) Clause 16.5: deletion of the words "plus another 20% of that fee"
- (h) Clause 16.8: deletion of "\$10.00" and the insertion of "\$5.00"
- (i) Clause 23.13: deletion of the words "at least 7 days before the completion date"
- (j) Clause 23.14 is deleted
- (k) Clause 24.3.3 is deleted

CONDITION OF PROPERTY

31. The Purchaser hereby acknowledges:

- (a) that on the signing hereof he has made his own enquiries in relation to the *property*, and he is not relying upon any warranty, undertaking or stipulation of any description whether given by the Vendor or his agents or otherwise in respect of the *property* or any improvements erected or to be erected thereon other than such warranties, undertakings and stipulation as are expressly set out in his contract;
- (b) that he is fully satisfied as to all information relevant to the risks, contingencies and other circumstances affecting the purchase of the *property*; and
- (c) that he is fully satisfied as to the need for and the existence or validity of any development or other approval for the *property*.

CONDITION OF THE PROPERTY

32. The Purchaser hereby acknowledges that he purchases the *property* in its present state of repair and condition with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and enters into this contract consequent upon his own inspection of the *property* and subject to any infestation and/or dilapidation and that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation with respect to the condition of the *property* and the Purchaser shall make no objection *requisition* or claim for compensation in respect of the same.

TERMS OF AGREEMENT IN WRITING

33. The Vendor shall not be bound or obliged in any way by any representation, warranty, condition, promise or other statement made by the Vendor or any other person or corporation acting or purporting to act on behalf of the Vendor unless the same is set out in writing in full in this contract.

EXISTING SERVICES

34. The Purchaser shall take the title subject to the existing water, sewerage, drainage, gas and electricity or other installations and services (if any) and shall make no objection, *requisition* or claim for compensation if any such services are joint services with any other property or properties, or if the sewer main of the respective Water Board passes through or penetrates the *property*.

DEATH, BANKRUPTCY AND MENTAL ILLNESS

35. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein should either party (or where a party consists of more than one person, any one of such persons) prior to the completion date:

- (a) die or become mentally ill (as defined in the Mental Health Act 1959) then the other party may at any time thereafter by notice in writing to the party so affected *rescind* this Contract in which event if that other party is not otherwise in default hereunder the provisions of clause 19 shall apply; or
- (b) being a natural person, have a bankruptcy petition presented against him or be declared bankrupt or enter into any scheme or make any assignment for the

benefit of any creditors, then that party shall be in default hereunder and the other party may at any time thereafter *terminate* this Contract and exercise all or any of the rights available to that party including those conferred upon it by clause 9 hereof; or

- (c) being a corporation resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme of arrangement or assignment for the benefit of its creditors under Part VIII of the Corporations Law or should any liquidator, receiver, receiver and manager, or official manager be appointed in respect of that party, then that party shall be deemed to be in default hereunder and the other party may at any time thereafter *terminate* this Contract and exercise all or any of the rights available to that party including those conferred upon it by clause 9 hereof.

35A. The Purchaser warrants that the Purchaser has the legal capacity to enter into this contract.

NOTICE TO COMPLETE

36. Notwithstanding any rule of Law or Equity to the contrary IT IS EXPRESSLY AGREED between the Vendor and the Purchaser that should any event arise entitling either the Vendor or the Purchaser to issue a Notice to Complete on the other party then either the Vendor or the Purchaser shall be entitled to serve such a Notice on the other party requiring that other party to complete the Contract within a period of fourteen (14) days from and including the date of service thereby making time of the essence in this regard. IT IS ACKNOWLEDGED by both parties that the period of fourteen (14) days shall be deemed to be a sufficient and reasonable period for insertion in such Notice.

LATE COMPLETION

37. If for any reason whatsoever other than default on the part of the Vendor completion of this contract does not take place on or before the date nominated in this contract, then the Purchaser shall pay the Vendor the following amount:

- (a) interest on the balance of the purchase price at the rate of ten per cent (10%) per annum calculated on a daily basis from the nominated date of completion until the actual date of completion; and
- (b) In addition to a) above, the defaulting purchaser shall also pay an additional \$330.00 on completion being the solicitor's extra legal costs incurred as a result in the delay in settlement, in the form of a trust or bank cheque payable to Freshwater Legal.

and these sums are agreed as genuine pre-estimates of the additional expense that will be incurred by the Vendor as a result of the Purchaser's default, and this clause is acknowledged by the Purchaser as an essential term of the contract.

CLAIMS

38. Notwithstanding anything to the contrary herein contained the parties hereto expressly agree that any claim for compensation pursuant to clause 7 or otherwise shall be deemed to be an objection or *requisition* pursuant to clause 8 hereof.

DEPOSIT

39. (a) The deposit payable on exchange of Contracts shall be paid to the Vendor's agent herein named as stakeholder who shall invest such moneys in a Bank in an account opened in the name of the Vendor's agent on account of the Vendor and Purchaser with the interest accruing on investment to be equally divided between the Vendor and Purchaser on completion PROVIDED HOWEVER that if this Contract is duly *terminated* or *rescinded* then the defaulting party shall forfeit his, her or its share of the interest accrued.
- (b) Despite any other provisions of this Agreement if the Vendor becomes entitled to the deposit paid or payable hereunder, then the Purchaser will immediately upon demand pay to the Vendor the difference between ten per cent (10%) of the purchase price and the deposit actually paid (with the intention that an amount equal to ten per cent (10%) of the purchase price is forfeitable to the Vendor upon default by the Purchaser).
- (c) The parties hereto hereby authorise the person investing the deposit to provide the relevant Bank with details of the Tax File Number of either or both of such parties. The said parties acknowledge that they are aware that in the event of no such Tax File Numbers being provided then tax will be deducted by the relevant Bank at the statutory rate then applicable.

TRANSFER

40. It is an essential term of the contract that, should the Purchaser not submit the transfer to the Vendor's solicitors ten (10) days prior to the due date for completion, the Purchaser shall allow as an adjustment on settlement the sum of fifty five dollars (\$55.00) (including GST) being the Vendor's solicitor's expedition fees for arranging urgent execution.

REAL ESTATE AGENT

41. The Purchaser warrants that they were not introduced to the Vendor or the *property* by any Real Estate Agent other than the agent referred to herein and the Purchaser indemnifies the Vendor (and if more than one each of them) against any claim for commission which might be made by any agent resulting from an introduction forming a breach of such warranty and against all costs and expenses incidental to defending any such claim. It is agreed that these indemnities shall be continuing indemnities not merging on completion.

COMPLETION

42. On completion the Purchaser must accept the Discharge, Withdrawal, Surrender or Removal of Restriction executed and in registrable form, of any registered encumbrance affecting the title, other than an encumbrance to which this Contract is subject, together with an allowance for the registration fee.

FOREIGN CORPORATION OR PERSON

43. The Purchaser warrants to the Vendor that it is not a "foreign corporation" or a "foreign person" as defined in the Foreign Acquisition and Takeover Act 1975 ("the Act"). Upon demand the Purchaser will produce to the Vendor such evidence as is required by the Vendor in satisfaction of this authority. The Purchaser hereby indemnifies the Vendor

against all liability, loss, damage and expenses. This provision will not merge in the transfer on completion.

GST

44. The Purchaser warrants that the *property* will be used predominantly for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This right continues after completion.

WATER FEATURES

45. (a) The Purchaser agrees to take the swimming pool and surrounds and pool fencing, if any, in its present state of repair and will not make any objections, *requisitions* or claims for compensation in relation to the pool surrounds or fencing regarding non-compliance with current legislation. If the Purchaser requires a swimming pool fence, or should any competent authority issue any notice requiring a swimming pool fence to be built or to be altered pursuant to current legislation, such fence or alteration shall be built by the Purchaser at the expense of the Purchaser.
- (b) The Purchaser agrees to take any pond, fountain, or water feature of any type (including their surrounds and any fencing), if any, in its present state of repair and will not make any objections, *requisitions* or claims for compensation in relation to the pond, fountain, or water feature or their surrounds or any fencing regarding non-compliance with current legislation. If any competent authority issues any notice requiring a fence to be built or alteration to be made pursuant to current legislation, such fence shall be built or alteration made by the Owners Corporation at the expense of the Owners Corporation at that time.

RELEASE OF DEPOSIT

46. In the event that the Vendor is purchasing another property the Purchaser agrees to release to the Vendor the deposit or so much of the deposit as is required for use by the Vendor:
- (a) As a deposit on the purchase of another property. The Vendor warrants that upon release of the deposit in accordance with the terms of this special condition such deposit will be paid only to the trust account of an estate agent or solicitor and shall not be further released without the consent of the Purchaser; and/or
- (b) As stamp duty on the contract for property being purchased by the Vendor.

REQUISITIONS ON TITLE

47. The Purchaser agrees that the only form of Requisitions on Title the Purchaser shall be entitled to raise pursuant to Clause 5.1 are those in the form of Requisitions on Title annexed to this contract. The Purchaser further acknowledges the replies provided in the form of Requisitions on Title annexed to this contract.

LOCAL GOVERNMENT COMPLIANCE

48. 48.1 The purchaser acknowledges that the vendor does not possess a certificate (certificate) issued under section 149A-D of the Environmental Planning and Assessment Act 1979 (as amended) in respect of the improvements on the property. The vendor is not under any obligation to apply or obtain any such certificate nor to take any action or to comply with any requirements or do anything necessary to enable the purchaser to obtain any such certificate and this contract is in no way conditional upon the issue of such certificate.
- 48.2 Subject to the rights of the purchaser under section 52A of Conveyancing Act 1919 and the Regulations under that Act the purchaser is not entitled to rescind, terminate or delay completion of this contract, nor to object, requisition or make any claim (including a claim under clause 6) as a result of or arising out of the refusal or failure of any relevant authority for any reason whatsoever to issue a certificate.

SERVICE OF DOCUMENTS

49. Notwithstanding the provisions contained in Clause 20.6.5 hereof a document under or relating to this contract shall be sufficiently served for the purposes of this contract if the document is sent by facsimile transmission and in any such case shall be deemed to be duly given or made when the transmission has been completed; except where:
- (a) The time of dispatch is not before 5.00 pm (Sydney time) on a *business day*, in which case the notice shall be deemed to have been received at 9.00am (Sydney time) on the next *business day*; or
 - (b) The sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission in which case the facsimile transmission shall be deemed not to have been given or made.

INTERPRETATION

50. (a) Headings are for ease of reference only and do not affect the interpretation of this contract.
- (b) If there is any inconsistency between these special conditions and the printed conditions or any annexure hereto, these conditions shall apply.
- (c) Each clause and sub clause of the conditions of this contract shall be severable from each other clause and sub clause and the unenforceability or invalidity of any clause or sub clause shall not affect the enforceability or validity of the remaining clauses and sub clauses.

BUILDING WORKS

51. The Vendor specifically discloses that the building works were completed on the property less than seven calendar years ago. The following documents are attached in relation to such building works:
- (a) copy of a Final Occupation Certificate dated 4 February 2007 from Department of Infrastructure Planning and Natural Resources. The Purchaser cannot make a claim, objection or *requisition* or *rescind* or *terminate* this Contract in respect of

or in connection with the matters set out in this Certificate, and including if the original of the Certificate is unable to be located and handed over at settlement; and

- (b) copy of Construction Certificate dated 20 July 2006 issued by Bruce Gaal. The Purchaser cannot make a claim, objection or *requisition* or *rescind* or *terminate* this Contract in respect of or in connection with the matters set out in this Certificate, and including if the original of the Certificate is unable to be located and handed over at settlement, and/or in the absence of any attached schedules and PDS.
- (c) copy of Home Owners Warranty Certificate of Insurance dated 9 June 2011 issued by QBE Insurance (Australia) Ltd. The Purchaser cannot make a claim, objection or *requisition* or *rescind* or *terminate* this Contract in respect of or in connection with the matters set out in this Certificate, and including if the original of the Certificate is unable to be located and handed over at settlement, and/or in the absence of any attached schedules and PDS.

SMOKE ALARMS

- 52. The Purchaser cannot make a claim or *requisition* or *rescind* or *terminate* should the Vendor not have complied with the provisions or the regulations under the Environmental Planning and Assessment Act 1979 relating to the installation of smoke alarms on the *property*.

COSTS OF RE-SCHEDULED SETTLEMENT

- 53. If settlement of this matter does not take place at the first scheduled time due to the default of the purchaser or the purchaser's mortgagee, the purchaser shall pay all fees including agency fees and re-certification fees (if any) incurred by the vendor or his mortgagee in relation to any re-arrangement for settlement.

RESIDENTIAL TENANCY

- 54. 54.1 The *property* is sold subject to the Residential Tenancy Agreement (*Agreement*) a copy of which is annexed hereto.
- 54.2 The current rent is \$1,500.00 per fortnight payable in advance.
- 54.3 The purchaser has satisfied itself about the existing tenancy and cannot make a claim or *requisition* or *rescind* or *terminate* in respect of it.
- 54.4 The vendor does not promise that the Agreement will be in force at the Completion date.
- 54.5 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* because the tenant vacates the premises occupied by it at the date of this contract before completion:
 - 54.5.1 on expiry of the Agreement;
 - 54.5.2 following lawful termination of the tenancy by the tenant or by the vendor with the purchaser's consent;
 - 54.5.3 by abandoning the premises in repudiation of the Agreement.
- 54.6 The vendor will not grant any new Agreement in respect of any part of the *property* which is vacant at the date of this contract or which has become vacant before completion, except with the prior written consent of the purchaser which is not to be unreasonably withheld.

- 54.7 The current rental bond (*Rental Bond*) is \$3,000.00.
- 54.8 The vendor will be entitled to call upon the Rental Bond in satisfaction of any amount owing to the vendor and in that event:
 - 54.8.1 The vendor will notify the purchaser of the amount due to the vendor and the amount claimed by the vendor from the Rental Bond; and
 - 54.8.2 the purchaser cannot make a claim or *requisition* or *rescind* or *terminate*.
- 54.9 Excluded from the sale are any Tenants' fixtures and fittings and the purchaser acknowledges that it relies entirely on its own inquiries in identifying them and cannot make a claim or *requisition* or *rescind* or *terminate* in relation to such items.

DEVELOPMENT APPLICATION

- 55. The Vendor specifically discloses that a Development Application for alterations and additions to an existing dwelling (DA 2011/1457) has been lodged in respect of the property and approved by the Local Council. The Vendor confirms that a Construction Certificate has not been issued for the works to commence. The Purchaser cannot make a claim, objection or *requisition* or *rescind* or *terminate* this Contract in respect of or in connection with the matters set out in the Development Application and must rely on their own enquiries in relation to the Development Application.

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 591/843492

SEARCH DATE	TIME	EDITION NO	DATE
19/6/2013	5:36 PM	7	14/7/2011

LAND

LOT 591 IN DEPOSITED PLAN 843492
AT FRENCHS FOREST
LOCAL GOVERNMENT AREA WARRINGAH
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM DP843492

FIRST SCHEDULE

KOBI CONDI SIMMAT
FIONA GAYE SIMMAT
AS JOINT TENANTS (T AG366414)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 F117248 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 DP843492 EASEMENT TO DRAIN WATER 1 & 2 WIDE & VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 A 366415 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

FRESH-SKYE-SC:1577

PRINTED ON 19/6/2013

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 on the Register.

Hazlett Information Services hereby certifies that the information contained in this document has been provided electronically by the Registrar-General in accordance with Section 96B(2) of the Real Property Act 1900.
Level 4, 122 Castlereagh Street, Sydney 2000 - DX 1078 SYDNEY
PHONE: (02) 9261 5211 FAX: (02) 9264 7752
www.hazlett.com.au



I. S. G. CO-ORDINATES				
MARK	EASTING	NORTHING	ZONE	ACC
SSM 14781	322134-828	1264255-261	56/1	2
SSM 14785	322476-220	1263995-898	56/1	2
PM12566	322094-006	1264015-750	56/1	2

SOURCE: DEPT OF C.A.L.M./SCIMS JUNE 1994

(A) COVENANT - VIDE F117248

FRENCHS FOREST ROAD

DIAGRAM
NOT TO SCALE

§ EASEMENT TO DRAIN WATER
1 to 2 WIDE to VARIABLE WIDTH

SURVEYOR'S REFERENCE: B568-2411 'CHECKLIST' MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



R.P. 13.

New South Wales.

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900).



F117248

0 26 10 49 X

FEES:—
Lodgment ...
Endorsement ...
Certificate ...

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible in permanent ink, and no copying should be made.

a. If a less than full transfer is made, the instrument must be signed by the parties and their signatures witnessed.

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

c. If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d. If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. . Fol. . Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

e. Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

f. A very short note will suffice.

g. If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see back of form.

h. Repeat attestation if necessary.

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

I, CHARLES ALFRED HURDIS of Leichhardt, Flour Miller

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of one hundred and fifty five pounds

(£ 155.) (the receipt whereof is hereby acknowledged) paid to me by

LEONARD WILLIAM DEANE of Balgowlah, Traveller

(herein called transferee)

do hereby transfer to the said transferee

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

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Cumberland	Manly Cove	Part	5431	53	being Lot 59 as shown on Deposited Plan No. 20077.

And the transferee covenants with the transferor in terms of the covenants hereunto annexed and marked with the letter "A".

ENCUMBRANCES, &c., REFERRED TO:

- N I L -

Signed at

26th day of October 1949.

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

William A. Hill
Solicitor
Boney

Transferor

Signed

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

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

William A. Hill

Transferee.

33929

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

No. **F117248**

LODGED BY **WILLIAM A. STEEL**
SOLICITOR
185 ELIZABETH STREET
SYDNEY. Tel. M3308.

CONSENT OF MORTGAGEE.

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

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

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.

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

This consent is a private only to a part of the land, the Certificate of 3 or Crown Grant. 1 mortgagee should execute a formal discharge where the land transferred is the whole or the residue of the land in the Certificate of Title or Crown Grant or the whole of the land in the mortgage.

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

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

INDEXED		MEMORANDUM OF TRANSFER of		DOCUMENTS LODGED HEREWITH.	
by	Check	Acres	roods	To be filled in by person lodging dealing.	
by	by	subject to Covenant		Received Docs.	
Shire		Municipality		Nos.	
Parish		County		Receiving Clerk.	
Transferee.		Particulars entered in Register Book, Vol. 547 Fol. 53		1	
the 22nd day of Decr		1949.		2	
at minutes 10 o'clock in the noon.		J. Wells		3	
at _____		Register General.		4	
at _____		at _____		5	
at _____		at _____		6	
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at _____		at _____		100	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initial.	Date.
Sent to Survey Branch...		
Received from Records...		
Draft written ...		12/12/49
Draft examined...		12/12/49
Diagram prepared		12/12/49
Diagram examined		12/12/49
Draft forwarded		12/12/49
Supt. of Engrs. sent		12/12/49
Cancellation Clerk		12/12/49

VOL. 6078 FOL. 175

EXECUTION OUTSIDE NEW SOUTH WALES

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

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

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

The fees are:—Upon lodgment (a) 1/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 1/- for each additional Certificate included in the Transfer, (b) 1/- for each new Certificate of Title issued, (c) 5/- where the Transfer contains a covenant purporting to affect the uses of any land, (d) 1/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/- where partial discharge of a mortgage is endorsed on the Transfer, (f) as approved, in cases involving more than a simple diagram or more than ten folios of engrossing.

Tenants in common must receive separate Certificates.

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

" A "

These are the covenants marked "A" referred to
in Memorandum of Transfer dated *26. October 1949*
from Charles Alfred Hurdie to Leonard William Deane.

And the Transferree for himself, his executors, administrators
and assigns and for the owner or owners for the time being of the land
hereby transferred or any part thereof so as to bind the said land
covenants with the transferor his executors, administrators and assigns
as follows:-

1. That not more than one main building shall be erected upon
each lot hereby transferred and that such main building shall
be constructed in a good and workmanlike manner of stone
and/or concrete and/or brick and/or other such material as
shall be approved in writing by the said Charles Alfred Hurdie
and that the main roof of such building shall be of slate or
tiles or other such material as shall be approved in writing
by the said Charles Alfred Hurdie.
2. That any main building so erected shall be erected not less
than twenty feet back from the street alignment or at such
other distance as may be approved in writing by the said
Charles Alfred Hurdie and such main building shall be of
value not less than twelve hundred and fifty pounds (£1250).
3. That no shop or factory shall be erected upon the land hereby
transferred nor shall any part of such land be used for the
purpose of a quarry, dairy, brick or tile yard or sale yard
or for any purpose whatsoever detrimental to the proposed
character of the land as a high-class residential area.
4. No advertisement boarding or similar structure shall be
erected nor shall any signs be displayed on any part of
the land hereby transferred other than name plates or announce-
ments, not exceeding in aggregate area per lot three square
feet.
5. And it is hereby agreed and declared that for the purpose
of Section 88 of the Conveyancing Act, 1919-43 as follows:-
 - (a) That the land which is to be subject to the
burden of the foregoing covenants is the land
hereby transferred.
 - (b) That the land to which the benefit of the
foregoing covenants is intended to be appurtenant
is the land comprised in Deposited Plan
No. 20077 and in Certificate of Title Volume
5431 Folio 53 other than the land hereby
transferred.
 - (c) That the persons by whom or with whose consent
the foregoing covenants may be released
varied or modified shall be the said Charles
Alfred Hurdie or his executors, or administrators.

SIGNED in my presence by the Transferree) *Leonard Deane*
who is personally known to me

William Ashill

SIGNED in my presence by the Transferor) *C. Hurdie*
who is personally known to me

William Ashill

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS

AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88 B

OF THE CONVEYANCING ACT 1919

Sheet 1 of 2

PART 1

Plan : D.P. No.

DP 843492

Subdivision of Lot 59 in DP 20077 & Lot 59A in DP 25964 being the Land in Certificates of Title Folio Identifiers 59/20077 & 59A/25964. Covered by Council Clerk's Certificate No. 9462 dated 19th Sept 1994

Full Name of Registered Proprietor:

*196 Pittwater
Rona MANLY 2095*

George Alexander Watts, Carol Rita Watts, Michael Anthony Kemp, Annette Maria Kemp, Scott Andrew Warner and Kylie-Anne Warner.

Full Name and Address of Mortgagee:

Australia and New Zealand Banking Group Limited
20 Martin Place
SYDNEY NSW 2000

1) Identity of Easement or Restriction firstly referred to in the above mentioned plan

Easement to Drain Water 1 metre, 2 metres wide & variable width.

Schedule of Lots etc Affected

Lot Burdened

Lot Benefited

591

592

by and on behalf of AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
at Sydney by its solicitor

KAREN JUDITH FLATT

who is personally known to me,

LEANNE MARIE VELLA

418A SUTHER STREET
SYDNEY NSW 2000

and I, the said Attorney, do hereby certify that I have not received any notice of objection to the execution of this instrument by any person entitled to object thereto.

ATTEST/MANAGED, SEEN AND FOR THE
PURPOSE OF OBTAINING A

WARRINGAH COUNCIL

Witness

CRATE CLY

Witness

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

Sheet 2 of 2

PART 1

DP 843492

Subdivision of Lot 59 in DP 20077 & Lot 59A in DP 25964
being the Land in Certificates of Title Folio Identifiers
59/20077 & 59A/25964. Covered by Council Clerk's
Certificate No. 9462 dated 19th September
1994.

Signed by the registered proprietors:-

George Alexander Watts

Before me:

[Signature]
.....
Witness CRAZE EWY

Carol Rita Watts

Before me:

[Signature]
.....
Witness CRAZE EWY

Michael Anthony Kemp

Before me:

[Signature]
.....
Witness CRAZE EWY

Annette Maria Kemp

Before me:

[Signature]
.....
Witness CRAZE EWY

Scott Andrew Warner

Before me:

[Signature]
.....
Witness CRAZE EWY

Kylie-Anne Warner

Before me:

[Signature]
.....
Witness CRAZE EWY

Mortgagee

WARRICK COUNCIL

[Signature]
.....





Date Printed: 20 June 2013

Certificate Number: PLC2013/2303



Applicant Reference: Skye Clarke

Receipt Number: 100197204

Freshwater Legal

Po Box 610

MANLY NSW 1655

Property Address: 36 Frenchs Forest Road East FRENCHS FOREST NSW 2086

Legal Description: Lot 591 DP 843492

Property ID: 146455

1. *Names of relevant planning instruments and DCPs.*
- 1.1 *The name of each environmental planning instrument that applies to the carrying out of development on the land.*

Warringah Local Environmental Plan 2011

See Attachment "A" for all other environmental planning instruments that apply to the carrying out of development on the land

- 1.2 *The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).*

Draft State Environmental Planning Policy (Competition) 2010

Collaroy Planning Proposal

Evergreen Planning Proposal - 26 Campbell Avenue, Cromer

Belrose Planning Proposal, in the vicinity of Dawes and Perentie Roads, Belrose

Warringah Planning Proposal

Please contact Council's Strategic Planning unit with enquiries on 9942 2111

- 1.3 *The name of each development control plan that applies to the carrying out of development on the land.*

Warringah Development Control Plan

- 1.4 *In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.*

2. Zoning and land use under relevant LEPs

2.1 Zoning and land use under Warringah Local Environmental Plan 2011

(a) The Land is identified by Warringah Local Environmental Plan 2011 as being within the following zone:-

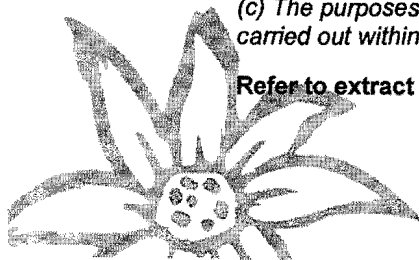
LEP - Land zoned R2 Low Density Residential

(b) The purposes for which Warringah Local Environmental Plan 2011 provides that development may be carried out within the zone without the need for development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

(c) The purposes for which Warringah Local Environmental Plan 2011 provides that development may not be carried out within the zone except with development consent.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)





(d) The purposes for which Warringah Local Environmental Plan 2011 provides that development is prohibited within the zone.

Refer to extract of Warringah Local Environmental Plan 2011 (attached)

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

No

(f) Whether the land includes or comprises critical habitat.

Reference should be made to the registers of critical habitat kept by the National Parks and Wildlife Service under the Threatened Species Conservation Act 1995 and the Department of Fisheries under the Fisheries Management Act 1994.

(g) Whether the land is in a conservation area.

No

(h) Whether an item of environmental heritage is situated on the land

No

2.2 Draft Local Environmental Plan – if any

Nil

3. Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(a) May Complying Development under the General Housing Code be carried out on the land?

Yes

(b) May Complying Development under the Rural Housing Code be carried out on the land?

Yes

(c) May Complying Development under the Housing Alterations Code be carried out on the land?

Yes

(d) May Complying Development under the General Development Code be carried out on the land?

Yes

(e) May Complying Development under the General Commercial and Industrial Code be carried out on the land?

Yes

(f) May Complying Development under the Subdivision Code be carried out on the land?

Yes

(g) May Complying Development under the Demolition Code be carried out on the land?

Yes

4. Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the Council has been so notified by the Department of Public Works.

No. Council has not received any notification that the land is affected by the operation of Sections 38 or 39 of the Coastal Protection Act 1979.

4A. Information relating to beaches and coasts



**Section 149 (2) Environmental Planning and
Assessment Act, 1979 (As Amended)**

(1) Whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (Or on public land adjacent to that land), except if Council is satisfied that such an order has been fully complied with.

No

(2) (a) Whether Council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land).

No

(2) (b) if works have been so placed – whether Council is satisfied that the works have been removed and the land restored in accordance with that Act.

No

4B. Annual Charges for coastal protection services under Local Government Act 1993

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

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

No

5. Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mines Subsidence Compensation Act 1961

No

6. Whether or not the land is affected by any road widening or road realignment under:-

(a) Division 2 of Part 3 of the Roads Act 1993.

No

(b) any environmental planning instrument

No

(c) any resolution of Council.

No

7. Whether or not the land is affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, or any other risk (other than flooding):-

(a) as adopted by Council

No

(b) as 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 a planning certificate issued by the Council.

No

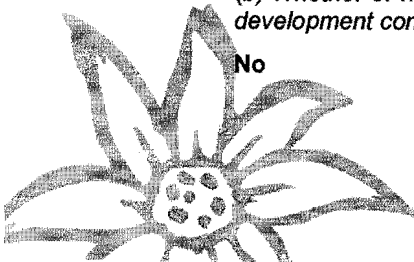
7A. Flood related development controls information

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

No

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

No





(c) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

8. *Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.*

No

9. *The name of each contributions plan applying to the land*

Warringah Section 94A Development Contributions Plan 2012 (adopted 24 July 2012 effective 1 August 2012). Please contact Council's Planning and Assessment Counter for more information.

- 9A *Is this land biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)?*

No

10. *Whether the land is land to which a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates (but only if council has been notified of the existence of the agreement by the Director –General of the Department of Environment and Climate Change and Water)?*

No

11. *Bush Fire Prone Land*

No

12. *Is the land subject to a property vegetation plan made under the Native Vegetation Act 2003?*

No

13. *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

14. *Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect?*

No

15. *(a) Is there a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

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

No

16. *Is there a valid site compatibility certificate (infrastructure), of which the council is aware, in respect of proposed development on the land?*

No

For what period is the certificate current?

not applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

17. *(a) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?*



No

For what period is the certificate current?

Not Applicable

A copy of the site compatibility certificate may be obtained from the head office of the Department of Planning.

(b) Are there any terms of a kind referred to in clause 17(1) or 37 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land?

No

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

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

No

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

No

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

No

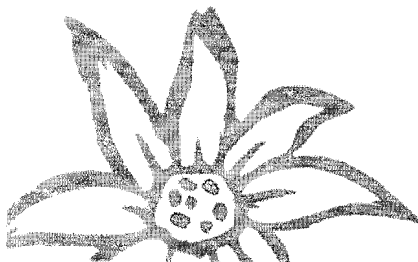
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act—if it is subject to such an order at the date when the certificate is issued,

No

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

No

Council records do not have sufficient information about the uses (including previous uses) of the land which is the subject of this Section 149 Certificate. To confirm that the land hasn't been used for a purpose which would be likely to have contaminated the land, parties should make their own enquiries as to whether the land may be contaminated.





**Warringah
Council**

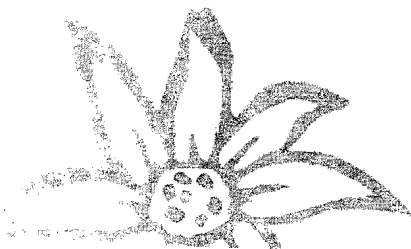
Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

Disclaimer

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on the 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998. The locality information in this certificate is based on the Lot and Deposited Plan referred to in this certificate. If the Lot and Deposited Plan is not the current description of the land then this certificate could attribute to incorrect locality. Persons relying on the certificate should satisfy themselves by reference to the Title Deed that the land to which this certificate relates is identical to the land to which they seek to know the locality.

N.V.

for Rik Hart
GENERAL MANAGER
WARRINGAH COUNCIL





Section 149 (2) Environmental Planning and Assessment Act, 1979 (As Amended)

ATTACHMENT 'A' ATTACHMENT TO CERTIFICATE UNDER SECTION 149(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT

Clause 1.1 of the Section 149(2) Certificate

SYDNEY REGIONAL ENVIRONMENTAL PLAN (Sydney Harbour Catchment) 2005 – Gazetted: 28.09.2005

The plan aims to establish a balance between promoting a prosperous working harbour, maintaining a healthy and sustainable waterway environment and promoting recreational access to the foreshore and waterways. It establishes planning principles and controls for the catchment as a whole.

STATE ENVIRONMENTAL PLANNING POLICY NO. 30 – Intensive Agriculture – Gazetted 08.12.1989. Amended 20.08.1993, 24.02.1995, 11.06.1999 and 04.08.2000

The SEPP introduces consistency in the control of cattle feed lots and piggeries throughout the State by ensuring development consent is required for all cattle feed lots and specifying the information to accompany such applications and the range of matters the consent authority must consider before granting consent.

STATE ENVIRONMENTAL PLANNING POLICY NO.32 –Urban Consolidation (Redevelopment of Urban Land) – Gazetted 15.11.1991

States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy:

- Focuses on the redevelopment of urban land that is no longer required for the purposes it is currently zoned or used.
- Encourages local Councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy.

Councils will continue to be responsible for the majority of rezoning. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban development. Where a site is rezoned by an REP, the Minister will be the consent authority.

STATE ENVIRONMENTAL PLANNING POLICY NO.50 – Canal Estates – Gazetted 10.11.1997

Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

STATE ENVIRONMENTAL PLANNING POLICY NO. 55 – Remediation of Land - Gazetted 28.08.1998

Aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 62 – Sustainable Aquaculture -Gazetted: 01.10.2000.

The plan aims to encourage sustainable aquaculture throughout New South Wales by:

- Making aquaculture permissible under certain zones under the Standard Instrument,
- Setting minimum performance criteria for aquaculture development, and
- Establishing a graduated environmental assessment regime for aquaculture development.

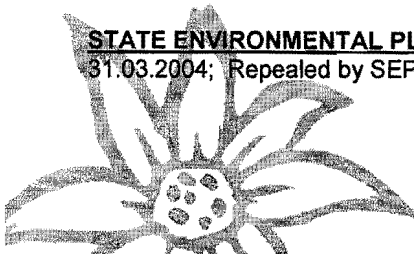
STATE ENVIRONMENTAL PLANNING POLICY NO. 64 – ADVERTISING AND SIGNAGE - Gazetted 16.03.2001

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish. The SEPP was amended in August 2007 to permit and regulate outdoor advertising in transport corridors (e.g. freeways, tollways and rail corridors). The amended SEPP also aims to ensure that public benefits may be derived from advertising along and adjacent to transport corridors. Transport Corridor Outdoor Advertising and Signage Guidelines (DOP July 2007) provides information on design criteria, road safety and public benefit requirements for SEPP 64 development applications.

STATE ENVIRONMENTAL PLANNING POLICY NO. 65 – Design Quality of Residential Flat Development - Gazetted 26.07.2002. Aims to improve the design quality of residential flat development in New South Wales.

STATE ENVIRONMENTAL PLANNING POLICY NO. 71 - Coastal Protection - Gazetted 01.11.2002 (and in force in Warringah from 18.11.2005) Aims to protect and manage the natural, cultural, recreational and economic attributes of the New South Wales coast. The policy identifies sensitive coastal locations and sets down additional planning criteria to be considered in these areas.

STATE ENVIRONMENTAL PLANNING POLICY (Housing for Seniors or People with a Disability) 2004 - Gazetted 31.03.2004; Repealed by SEPP (Seniors Living) Housing for Seniors or People with a Disability) 2004 and effective 12.10.07.





Aims to encourage the provision of housing (including residential care facilities) that will:

- (a) Increase the supply and diversity of residences that meet the needs of seniors or people with a disability, and
- (b) Make efficient use of existing infrastructure and services, and
- (c) Be of good design.

STATE ENVIRONMENTAL PLANNING POLICY (Building Sustainability Index: BASIX) 2004 - Gazetted 25.06.2004.

The aim of the policy is to encourage sustainable residential development (*the BASIX scheme*), specifically to achieve a reduction in the consumption of water and reduction in energy use leading to less green house gas emissions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Metropolitan Water Supply) 2004 - Gazetted 24.12.2004. The aims of the policy are to facilitate development for water supply infrastructure to enable deep water extraction from dams, and to facilitate investigation into the availability of groundwater to augment water supply to the Sydney metropolitan area (including the carrying out of exploratory drilling).

STATE ENVIRONMENTAL PLANNING POLICY (Temporary Structures and Places of Public Entertainment) 2007 - Gazetted 28.09.2007, effective 26.10.07. Provides for the erection of temporary structures and the use of places of public entertainment while protecting public safety and local amenity. The SEPP supports the transfer of the regulation of places of public entertainment and temporary structures (such as tents, marquees and booths) from the Local Government Act 1993 to the Environmental Planning and Assessment Act 1979.

Aims to ensure the provision of safety measures for uses of temporary structures or POPE, to encourage the protection of the environment at these locations, and to specify circumstances under which these structures and uses can be considered exempt or complying development. Also aims to promote job creation and increase access for places of public entertainment.

STATE ENVIRONMENTAL PLANNING POLICY (MAJOR PROJECTS) 2005

Gazetted: 01.08.05. Formerly known as State Environmental Planning Policy (State Significant Development) 2005. Defines certain developments that are major projects under Part 3A of the Environmental Planning and Assessment Act 1979 and determined by the Minister for Planning. The SEPP also lists State significant sites. The policy repeals SEPP 34 and SEPP 38, as well as provisions in numerous other planning instruments, declarations and directions.

STATE ENVIRONMENTAL PLANNING POLICY (Sydney Region Growth Centres) 2006

Gazetted: 28.07.06. Abstract: Provides for the coordinated release of land for residential, employment and other urban development in the North West and South West growth centres of the Sydney Region (in conjunction with Environmental Planning and Assessment Regulation relating to precinct planning).

STATE ENVIRONMENTAL PLANNING POLICY (INFRASTRUCTURE) 2007

Gazetted: 21 December 2007; Commenced: 1 January 2008. Facilitates the delivery of public infrastructure and provision of services across the State by providing a consistent planning regime for this purpose; greater flexibility of location of infrastructure and provisions for development, redevelopment and disposal of surplus government owned land.

STATE ENVIRONMENTAL PLANNING POLICY (REPEAL OF CONCURRENCE AND REFERRAL PROVISIONS) 2008

Gazetted: 12.12.2008; Commencement: 15.12.2008. The SEPP aims to improve efficiency in the planning system by removing duplicative or unnecessary requirements in environmental planning instruments (EPIs) to consult with State agencies (government departments) on planning decisions.

STATE ENVIRONMENTAL PLANNING POLICY (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008

Gazetted: 12.12.2008 – Commenced 27.02.2009

Streamlines assessment processes for development that complies with specified development standards. The policy provides exempt and complying development codes that have State-wide application, identifying, in the General Exempt Development Code, types of development that are of minimal environmental impact that may be carried out without the need for development consent; and, types of complying development that may be carried out in accordance with a complying development certificate as defined in the Environmental Planning and Assessment Act 1979.

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

Published: 31.07.2009; Commencement 31.07.2009. The policy aims to better encourage home owners, social housing providers and developers to invest and create new affordable rental housing to meet the needs of our growing population and existing residents.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011**Zone R2 Low Density Residential****1 Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

2 Permitted without consent

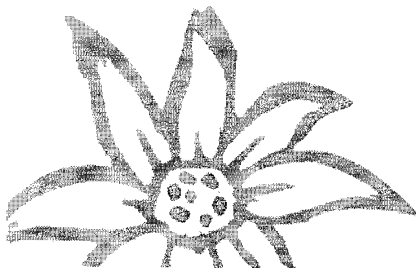
Home-based child care; Home occupations

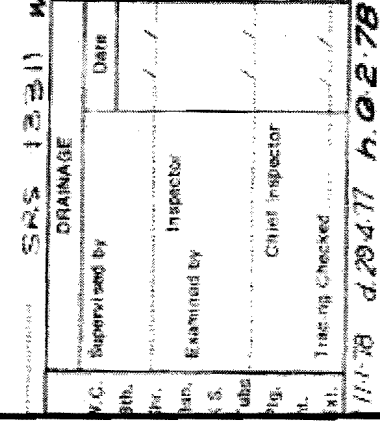
3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Places of public worship; Recreation areas; Respite day care centres; Roads; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3





NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown here are approximate only.

Replies to requisitions

We refer to requisitions on title as annexed and are instructed to reply as follows:

1. Noted.
2. Not so far as vendor is aware.
3. Not applicable.
4. Not so far as vendor is aware.
5. Not applicable.
6. Noted.
7. Noted.
8. The title documents may be inspected at settlement.
9. Not so far as vendor is aware, however purchaser can make their own enquiries.
10. Noted. It is proposed to adjust these in the usual way.
11. Not so far as vendor is aware. If any section 47 certificate shows otherwise, please advise.
12. Noted.
13. The vendor is not aware or in possession of any Survey Report to their knowledge unless a survey report is referred to in this contract and/or a copy annexed to this contract. Where available, the original of same will be handed over at settlement.
14.
 - (a) Yes, so far as vendor is aware, however the purchaser is to make their own enquiries.
 - (b) Not so far as vendor is aware, however purchaser is to make their own enquiries.
 - (c) No, not as far as the Vendor is aware unless a building certificate is referred to in this contract and/or a copy annexed to this contract. Where available, the original of same will be handed over at settlement
 - (d) No, not as far as the Vendor is aware unless a final occupation certificate is referred to in this contract and/or a copy annexed to this contract. Where available, the original of same will be handed over at settlement
 - (e) Not applicable as far as vendor is aware.
15. As for the Vendor, not so far as vendor is aware aside from as disclosed in this contract, however the Vendor cannot speak for any predecessor in title. The purchaser should make its own enquiries in this regard.
16. Not applicable.
17.
 - (a) Presumably jointly between adjoining owners.
 - (b) No.
 - (c) Not applicable
 - (d) No however purchaser should make their own enquiries
 - (e) No however purchaser to make their own enquiries.
18. No, however purchaser is to make their own enquiries.
19. No, however purchaser is to make their own enquiries.
20. No, however purchaser is to make their own enquiries.
21.
 - (a) Yes, however purchaser is to make their own enquiries in relation to the gas and telephone connections.
 - (b) The purchaser should make their own enquiries in this regard.
 - (c) The vendor relies on contract and the purchaser should make their own enquiries.
22. Not so far as the vendor is aware. The purchaser should make their own enquiries.
23. Not applicable.
24. Not applicable.

- 25. Not applicable.
- 26. Not applicable.
- 27. Noted, subject to contract.
- 28. Not admitted.
- 29. Noted.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Simmat**
Purchaser:
Property: 36 Frenchs Forest Road East, Frenchs Forest
Dated: 27 June 2013

Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. When and where may the title documents be inspected?
9. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey & Building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
13. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
14.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and*

- Assessment Act 1979* and their regulations been complied with?
- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
15. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
16. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
17. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
 - (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
20. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?

21. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
(b) If so, do any of the connections for such services pass through any adjoining land?
(c) Do any service connections for any other property pass through the property?
22. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

23. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions & Transfer

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

Determination of an Occupation Certificate
pursuant to Section 109 C(1)(c) and 109H of the Environmental Planning and Assessment Act
1979

Final Occupation Certificate No: 0662/1

Land to which this certificate applies:

Address: 36 Frenchs Forest Rd Frenchs Forest

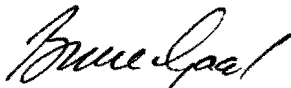
Lot No: 591 DP: 843492

Development Consent No. 2006/54 Construction Certificate No: 0662

I, Bruce Gaal, being a Principal Certifying Authority, certify that:

- I have been appointed as the principal certifying authority under S. 109E.
- A development consent/complying development certificate is in force with respect of the building.
- A construction certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- Where required, a final fire safety certificate has been issued for the building.
- This Final Occupation Certificate supersedes any Interim Occupation Certificate issued for the Construction Certificate.

DATED: This 4th day of February 2007



Bruce Gaal
Building Surveyor
Department of Infrastructure Planning & Natural Resources
No. P0055

↑
WBS ARE
↑

↑ NEW BRICK + CONCRETE
FOOTINGS.

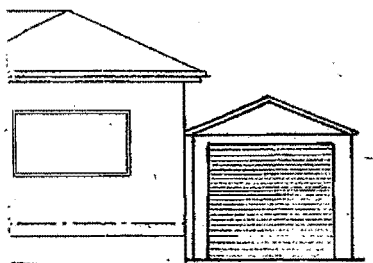
A-A FROM FLOORPLAN.

**SYDNEY WATER
APPROVED**

1. Position of structure in relation to Sydney Water's assets is satisfactory.
2. Connections to Sydney Water sewer/water services may only be made following the issue of a permit to a licensed plumber/drainlayer.
3. It is the owner's responsibility to ensure that all proposed fittings will drain to Sydney Water's sewer.
4. Any Plumbing and/or Drainage Work to be carried out in accordance with the Sydney Water Act 1994, AS 3500 and the NSW Code of practice.
5. Gullies, Intersection Shunts and Boundary Traps shall not be placed under any Roof, Balcony, Veranda, Floor or other cover unless otherwise approved by Sydney Water.
6. Property No. 4873046

Renee Brantville
Quick Check Agent on behalf of
SYDNEY WATER

Per: Roele 16.05.06



RL - CONCRETE
PATH 121mm

U/S CEILING ○ ——— RL 3771mm

FLOOR LEVEL ○ ——— RL 1041mm

NOTE TO BUILDER:

1) REMOVED ALL RESULTANT DEMOLITION DEBRIS FROM SITE AS INSTRUCTED BY PROPRIETOR.

2) TAKE CARE NOT TO DAMAGE EXISTING CLADDING UPON REMOVAL OF GUTTERS & DOWNPIPES, IF DAMAGE OCCURS IT IS THE BUILDERS RESPONSIBILITY TO REPLACE CLADDING & MAKE GOOD.

3) USE FIGURED DIMENSIONS ONLY, DO NOT SCALE OFF DRAWING

TWO ROOMS EXTENSION

FOR

THIS PLAN TO BE READ
IN CONJUNCTION WITH

CONSENT
NUMBER 2006/54

**36 FRENCHES FOREST ROAD
FRENCHES FOREST**

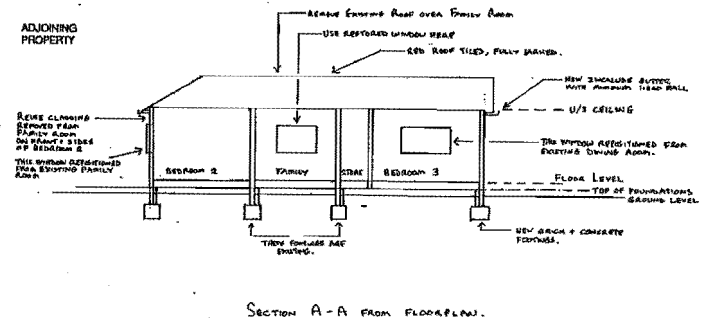
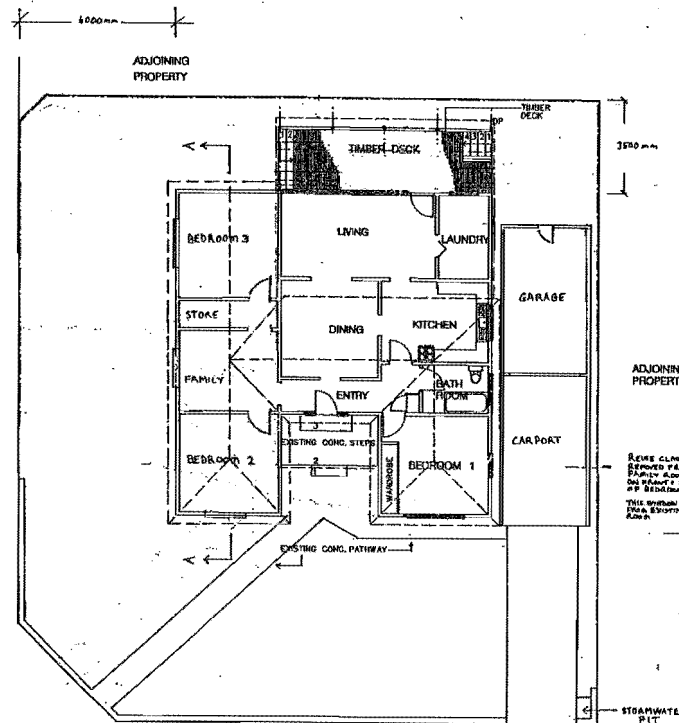
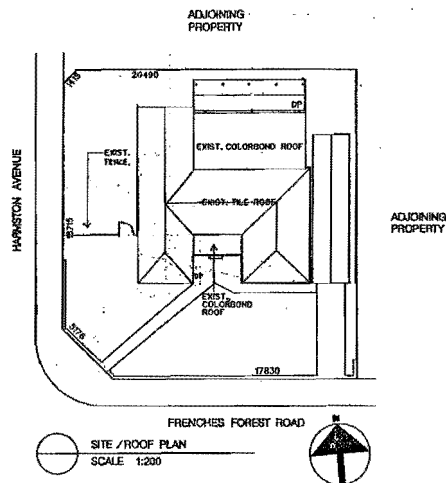
DRAWING: BA.01 9-1-2006
SCALE 1:200, 1:100,

LOT # 591 DP # 843492

U/S CEILING ○

FLOOR LEVEL ○

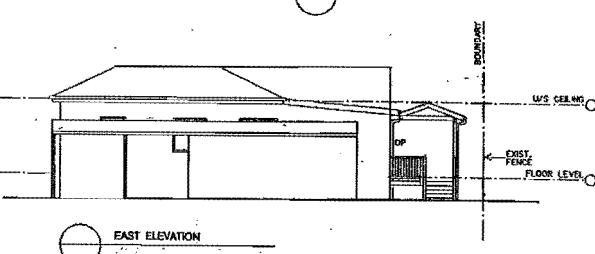
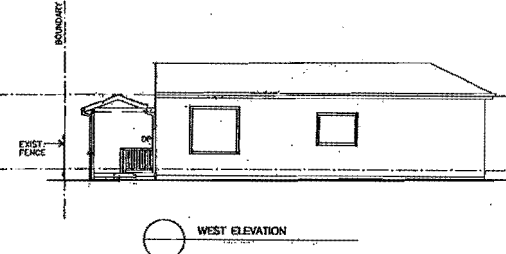
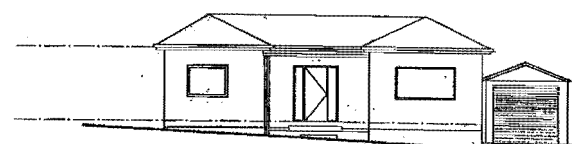
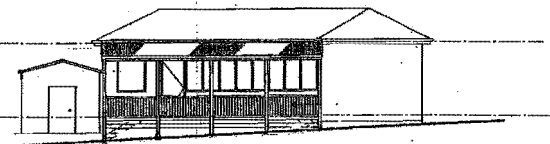
CONSTRUCTION
CERTIFICATE No 0662
Date 20/7/06
BRUCE GAAL DIPNR - P.0055
Accredited Certifier
& Principal Certifying Authority



- NOTES
1. ROOF TILES - RED - FULLY SHAVED.
 2. ROOF CLADDING FROM EXISTING FAMILY ROOM THE 'FACE' SIDES OF BEDROOMS. BEDROOMS TO CLADDING TO MATCH EXISTING WHITE CLADDING.
 3. TIMBER WINDOW FRAMES TO BE UNPAINTED PAINT WHITE EXISTING FOOTINGS.
 4. REMOVED BRICKS USED AT FOOTINGS - PAINT WHITE TO MATCH EXISTING FOOTINGS.
 5. EXCHANGE AND VENTS ON FRONT WALLS
 6. RELOCATE DOWN PIPE TO POSITION SHOWN ON SITE PLAN
 7. EXTERNAL WALLS AND CEILING - BRICK
 8. EXTERNAL FLOORS - POLISHED TIMBER
 9. EXTERNAL OUTLETS - BRICK TO MATCH EXISTING.
 - 10.
 - 11.
 - 12.

FLOOR PLAN

SCALE 1:100



- NOTE TO BUILDER:
- 1) REMOVED ALL RESIDUAL DEMOLITION DEBRIS FROM SITE AS INSTRUCTED BY PROPRIETOR.
 - 2) TAKE CARE NOT TO DAMAGE EXISTING CLADDING UPON REMOVAL OF GUTTERS & DOWNPIPES, IF DAMAGE OCCURS IT IS THE BUILDER'S RESPONSIBILITY TO REPLACE CLADDING & MAKE GOOD.
 - 3) USE FIGURED DIMENSIONS ONLY, DO NOT SCALE OFF DRAWING

TWO ROOM EXTENSION

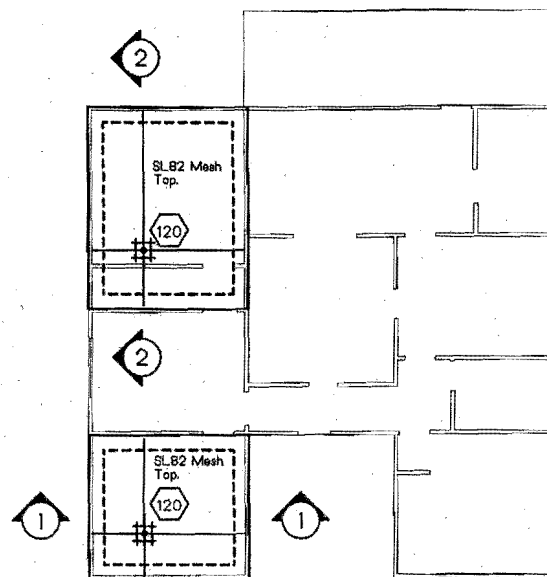
FOR

36 FRENCHES FOREST ROAD

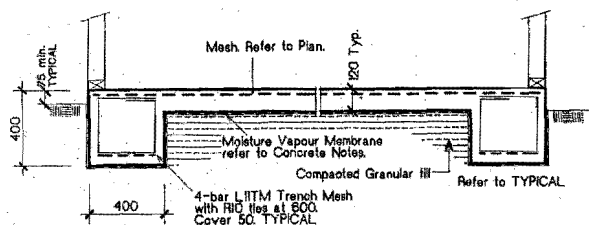
FRENCHES FOREST

DRAWING: BA.01 9-1-2006

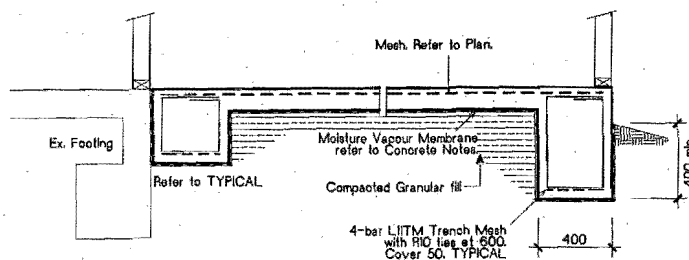
SCALE 1:200, 1:100,



120 Indicates Slab Thickness
GROUND FLOOR SLAB PLAN



TYPICAL SLAB EDGE DETAIL
SECTION 1
Scale 1:20

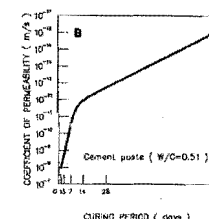
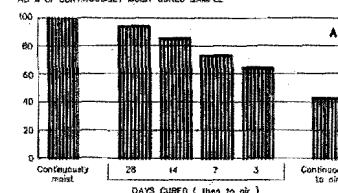


SECTION 2
Scale 1:20

**CONSTRUCTION
CERTIFICATE No. 6662**
Date 20/7/06
BRUCE GAAL DIPNR - P.0055
Accredited Certifier
& Principal Certifying Authority

IMPORTANCE OF CURING CONCRETE

COMPRESSIVE STRENGTH AT 180 DAYS
AS % OF CONTINUOUSLY MOIST-CURED SAMPLE



Effect of curing duration on: (A) compressive strength; and (B) concrete permeability

Acknowledgement: Diagram is based on fig 1.2 of Guide to Concrete Repair & Protection (SAA/HB84:1996)

TIMBER NOTES:

- All work including bracing, wind bracing & tie down shall be carried out in accordance with AS 3660.1, AS 1684.2, AS 1720.1 and the specification.
- Refer to the Architects Drawings and the specification for all timber sizes not shown on these drawings.
- All timber shall be free of Gum veins, pockets, knots holes or splits within 255mm of any connection.
- Refer to specification for preservatives and finishes to timbers.
- All bolts, nuts, washers and timber connectors shall be hot dip galvanized unless noted otherwise.
- All FT timber shown are nominal sizes only.

CONCRETE NOTES:

- All concrete work to be in accordance with AS 3600.
- f'_{co} = 25MPa at 28 days.
- Maximum aggregate size = 20 for footings/slabs & beams. = 10 for block filling.
- Slump = 80.
- All concrete, including block filling to be vibrated.
- Slabs to be kept damp for at least 14 days after placing or to be protected by an approved curing membrane.
- Bar Chairs to be no more than 800mm c/c to c/c spacing.
- Reinforcing Steel to comply with AS/NZS 4671:2000, and to be D500N unless noted otherwise, where 500 = strength grade in megapascals & N = Normal ductility class.
- Reinforcement to be tied at every other intersection minimum.
- Moisture Vapour Membrane to be 200 Microns thick, U.V. Resistant and to be in accordance with AS 2870-1996.

No.	Amendment	Drawn	Date
-----	-----------	-------	------

PLAN OR DOCUMENT CERTIFICATION

I am a qualified...CIVIL, GEOTECHNICAL & STRUCTURAL ENGINEER...
I hold the following qualifications or licence No. M.Eng.Sc.
.....F.I.E.Aust. Nper3. Struct.Civil.No.149788.
Further I am appropriately qualified to certify this component of the project.
I hereby state that these plans or details comply with the conditions of development consent, the provisions of the Building Code of Australia.
A.S.1170.1, A.S.1170.1, A.S.1170.2, A.S.1684.1, A.S.2870.1, A.S.3500.1, A.S.3600.1, A.S.3700.1, A.S.4100.1 & A.S.1183

Jack D. Hodgson 22/6/06
Name Date Signature

Unless this company carries out the inspections of all the structural elements and approves them, NO responsibility will be taken for the structural integrity of the completed work.

GROUND FLOOR SLAB PLAN AND DETAILS

PROPOSED ALTERATIONS AND ADDITIONS
38 FRENCHS FOREST ROAD
FRENCHS FOREST

JEFF FORDHAM

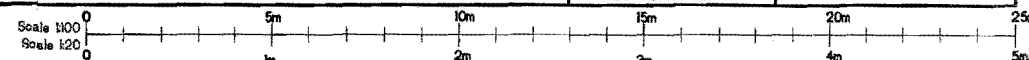
Our drawings are based on the information provided by:-
SKETCHES SUPPLIED BY OWNER
Drawing No:- BA.01 Date:- 9/1/2006

THE DETAILS SHOWN ON THIS DRAWING ARE NOT TO CHANGE UNDER ANY CIRCUMSTANCES. NO CERTIFICATE WILL BE ISSUED FOR WORK NOT IN ACCORDANCE WITH THIS DRAWING.

JACK HODGSON CONSULTANTS PTY. LIMITED.
Consulting Civil, Geotechnical, and Structural Engineers.
67 Dorley Street, MONA VALE 2103, P.O. Box 369, Post Code 1660.
Telephone (02) 9979 6733, Facsimile (02) 9979 6826. A.C.N. 053 405 011

Designed	GW	LS	Job No.	Drawing No.
Design Check	JDH	SG		
Date	20 JUNE 2006			

23615-S1



CONSTRUCTION CERTIFICATE DETERMINATION

Issued under the Environmental Planning and Assessment Act 1997
Section 109C (1)(b), 81A (2) and 81A (4)

CONSTRUCTION CERTIFICATE No. 0662

DETERMINATION

Decision: Approved

Date of Decision: 20/7/06

SUBJECT LAND

Address: 36 Frenchs Forest Rd Frenchs Forest

Lot DP lot 591 DP 843492

DESCRIPTION OF DEVELOPMENT

Dwelling additions

APPLICANT

Name: Jeff Fordham

Address: 36 Frenchs Forest Rd F Forest NSW 2086

Contact Number/s: 0425 344 490

OWNER

Name: Jeff and Carolyn Fordham

Address: 36 Frenchs Forest Rd F Forest NSW 2086

Contact Number/s: 0425 344 490

BUILDER OR OWNER/BUILDER

Contractor Licence No. or Permit 307532P

PLANS AND SPECIFICATIONS

The development is to be carried out in compliance with the following plans and documentation listed below and endorsed by a stamp of Bruce Gaal.

DRAWING DESCRIPTION

- Architectural plans No. BA.01
- Engineering plans by Jack Hodgson Consultants P/L No. 23615-S1

DATE

9/1/06

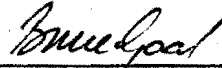
20/6/06

ATTACHMENTS

- Council Damage Deposit receipt
- Council Damage inspection receipt
- Long Service Levy receipt
- Owner Builder Permit

CERTIFICATE

I certify that the building work, if completed in accordance with these plans and specifications, will comply with the requirements of S81A (5) of the Environmental Planning and Assessment Act 1979.

SIGNATURE**DATE OF ENDORSEMENT**

20/4 July 2006

CERTIFICATE No.

0662

CERTIFYING AUTHORITY

Name of Accredited Certifier
Registration No.
Contact No.
Address

Bruce Gaal
P0055 - DIPNR
0431 882 726
3A Goondari Road Allambie NSW 2100

DEVELOPMENT CONSENT

Council
Development Consent No.
Date of Determination

Warringah
2006/54
27/3/06

**BUILDING CODE OF AUSTRALIA
CLASSIFICATION**

1a

**Home Warranty Insurance
Certificate of Insurance**



**Home Warranty
Insurance Fund**

QBE Insurance (Australia) Ltd
Level 3, 85 Harrington St
SYDNEY NSW 2000
Phone: 1300 790 723
Fax: 02 8275 9330
ABN: 78 003 191 035
AFS License No: 239545



Policy Number BN0013106OBW-1

JEFFREY MICHAEL FORDHAM
162 GRANDVIEW DRIVE
BILGOLA 2107

Name of Intermediary
BROOKVALE INSURANCE BROKERS PL
PO BOX 1148
BROOKVALE NSW 2100

Account Number
BN2022002
Date Issued
09/06/2011

Policy Schedule Details

Certificate in Respect of Insurance

Owner-Builder Work

A contract of insurance complying with sections 95 of the Home Building Act 1989 has been issued by QBE Insurance (Australia) Limited as agent for and on behalf of the NSW Self Insurance Corporation (SICorp) (ABN 97 369 689 650) who is responsible for management of the Home Warranty Insurance Fund.

In Respect of	ALTERATIONS AND ADDITIONS - STRUCTURAL
At	36 FRENCHS FOREST ROAD EAST FRENCHS FOREST NSW 2086
Carried Out By	OWNER BUILDER JEFFREY MICHAEL FORDHAM ABN: NOT KNOWN
Construction Completion Date	04/02/2007
Defects Inspection Report Undertaken By	BEST BUILDING INSPECTIONS

Subject to the Act and the Home Building Regulation 2004 and the conditions of the insurance contract, cover will be provided to the immediate successor in title to the owner-builder named above and subsequent successors in title.

Signed for and on behalf of NSW Self Insurance Corporation (SICorp)

Ty Ayscough

IMPORTANT NOTICE:

In addition to this certificate of insurance, a policy wording which outlines the terms and conditions of the cover provided is available from the HWIF website. To access that policy wording visit www.homewarranty.nsw.gov.au

Standard Form Residential Tenancy Agreement

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

AGREEMENT

This Agreement is made on **07 / 09 / 2012** at **Frenchs Forest**

NSW BETWEEN

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

Name/s: **Kobi Summat & Fiona Summat**

Phone:

Fax:

Mobile:

Email:

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

Name/s: **Colin Waters & Linzi Kennedy**

Address for service of notices:

Phone:

Fax:

Mobile:

Email:

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

Name/s: **Skyline Property Management Pty Ltd T/As Skyline Property Management**

Address: **5/14 Frenchs Forest Road**

ACN:

Frenchs Forest NSW 2086

ABN: **28107240996**

Phone: **(02) 9462 3444**

Fax: **(02) 8212 8126**

Mobile:

Email: **rentals@skylinepropertymanagement.com.au**

Licence No.: **10000264**

Licence Expiry: **28 / 10 / 2012**

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

Name/s: **Skyline Property Management Pty Ltd**

ABN:

Address:

Phone:

Fax:

Mobile:

Email:

TERM OF AGREEMENT

The term of this Agreement is: **12**

weeks / months / years

starting on: **11 / 09 / 2012** and ending on: **11 / 09 / 2013** (cross out if not applicable)

RESIDENTIAL PREMISES

The residential premises are: **36 Frenchs Forest Road, Frenchs Forest NSW 2086**

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

Garage & carport

RENT

The rent is: **\$1,500.00** per: **Fortnight** payable in advance starting on: **11 / 09 / 2012**

The method by which the rent must be paid:

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

(b) into the following account:

Account Name:

Bank:

BSB:

Account No.:

Payment Reference:

or any other account nominated by the landlord; or

(c) as follows: **DEPOSIT BOOK Reference No.: 0510430**

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

RENTAL BOND (Cross out if there is not going to be a bond)

A rental bond of **3000.00** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION**MAXIMUM NUMBER OF OCCUPANTS**

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

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Multisparx**

Phone: **0438 207 870**

Plumbing Repairs: **Bakker Plumbing**

Phone: **0418 407 181**

Other: **Handyman - Get Guy Home Maintenance**

Phone: **0408 228 104**

WATER USAGE

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

STRATA BY-LAWS

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

CONDITION REPORT

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

TENANCY LAWS

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

STANDARD TERMS OF AGREEMENT**RIGHT TO OCCUPY THE PREMISES**

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

COPY OF AGREEMENT

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

RENT

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

- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note:

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

RENT INCREASES

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

Note:

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

6. The landlord and the tenant agree:

- 6.1 that the increased rent is payable from the day specified in the notice, and

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

RENT DEDUCTIONS

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

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

9. The landlord agrees to pay:
- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.
10. The tenant agrees to pay:
- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
- 10.5.1 are separately metered, or
- 10.5.2 are not connected to a water supply service and water is delivered by vehicle.
11. The landlord agrees that the tenant is not required to pay water usage charges unless:
- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

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

- 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
- 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
- 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

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

POSSESSION OF THE PREMISES

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

TENANT'S RIGHT TO QUIET ENJOYMENT

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

USE OF THE PREMISES BY TENANT

15. The tenant agrees:
- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.
16. The tenant agrees:
- 16.1 to keep the residential premises reasonably clean, and
- 16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.
17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 17.1 to remove all the tenant's goods from the residential premises, and

- 17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 17.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 17.5 to make sure that all light fittings on the premises have working globes, and
- 17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

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

URGENT REPAIRS

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

Note:

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

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

- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

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

LANDLORD'S ACCESS TO THE PREMISES

- 23. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
 - 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
 - 23.2 if the Consumer, Trader and Tenancy Tribunal so orders,
 - 23.3 if there is good reason for the landlord to believe the premises are abandoned,
 - 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
 - 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
 - 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
 - 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
 - 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
 - 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
 - 23.10 if the tenant agrees.
- 24. The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
 - 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
- 25. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

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

ALTERATIONS AND ADDITIONS TO THE PREMISES

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

LOCKS AND SECURITY DEVICES

29. The landlord agrees:
- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
30. The tenant agrees:
- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

32. The landlord and tenant agree that:
- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note:

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

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

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

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

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

SMOKE ALARMS

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

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

SWIMMING POOLS

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

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

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM - BREAK FEE

[Cross out this clause if not applicable]

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

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

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

nil

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

Note:

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

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

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
44. The landlord agrees that the tenant may keep the following animals on the residential premises:

1 x Cat

45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

NOTES

DEFINITIONS

1. In this agreement:
 - (1) **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.
 - (2) **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.
 - (3) **rental bond** means money paid by the tenant as security to carry out this agreement.
 - (4) **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.
 - (5) **tenancy** means the right to occupy residential premises under this agreement.
 - (6) **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.

CONTINUATION OF TENANCY (if fixed term agreement)

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

ENDING A FIXED TERM AGREEMENT

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

ENDING A PERIODIC AGREEMENT

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

OTHER GROUNDS FOR ENDING AGREEMENT

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

WARNING

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

QW

LK

ADDITIONAL TERMS

Additional terms may be included in this agreement if:

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

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

Refer to Addendum Item F1

SIGNATURES

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

SIGNED BY THE LANDLORD

in the presence of:

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

(Signature of witness)

(Name of witness)

SIGNED BY THE TENANT

in the presence of:

(Signature of tenant)

(Signature of witness)

(Name of witness)

SIGNED BY THE OTHER TENANTS (if applicable)

in the presence of:

(Signature of tenant 2)

(Signature of witness)

(Name of witness)

in the presence of:

(Signature of tenant 3)

(Signature of witness)

(Name of witness)

in the presence of:

(Signature of tenant 4)

(Signature of witness)

(Name of witness)

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

(Signatures of tenants)

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

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

Addendum

F1. Additional Terms

The landlord is entitled to reimbursement from the bond where damage has occurred other than fair wear and tear. Your particular attention is drawn to the following matters:

1) The lease requires that the home be regularly maintained and kept in a fit and proper condition. It is therefore not sufficient to leave cleaning until the date you vacate. Special attention should be paid to the following on a regular basis:

- a) The kitchen bench tops must not be used for cutting or for very hot pans.
- b) Bathroom tiles must be kept clear of mould and build-up of soap.
- c) The oven, grill and hotplates must be kept clean to prevent a build-up of grease.
- d) Ventilation fans, where installed, should be used at all times and cleaned when required. Ceilings above stoves and in the bathrooms must be washed down regularly.
- e) Mould can be a problem in Sydney, so it is your responsibility to keep the walls and ceilings washed down with a suitable anti-mould preparation and report to us if any serious mould problems occur. Rooms must be sufficiently aired to prevent the build-up of mildew.
- f) Marks and stains on carpets must be removed immediately before any permanent damage occurs. Please do not use any detergents which may discolour the carpet. If a professional carpet cleaner is required to remove stains we recommend:

CD Supreme Cleaning Services - Thomas 0401 758 352

Please note: carpets must be steam cleaned by a professional and receipts provided at the end of the tenancy.

g) Nothing should be adhered, nailed into or screwed into any wall or door without written approval of the landlord. From experience, when motifs, posters and the like are removed, wall paint and plaster damage may occur and the tenant will be held responsible

h) Oil spills are to be cleaned and removed from car spaces/carports/garages immediately.

2) We recommend tenants use furniture cups to prevent the carpet from being stained by wooden furniture. Furniture stains are permanent and cannot be removed by steam cleaning.

3) In accordance with the lease, any damage, malfunction or problem should be reported immediately to this office. Please send all repairs in writing to rentals@skylinepropertymanagement.com.au

4) The tenant is responsible for repairs to the unblocking of drains due to misuse.

5) We carry out regular inspections at the property, and written notice will be sent to you.

6) Should the tenant vacate the property prior to the expiration of this lease agreement, the tenant agrees to pay the following charges:

- Let Fee + GST (refer to owner agreements)
- All rent is to be paid until a new tenant is found to the satisfaction of the landlord
- Manly Daily advertising (at cost)
- Internet listing (\$65)
- Lease preparation fee (\$33.00)

7) Accounts for "Water Usage" from Sydney Water are payable by the tenant. Please pay within 21 days upon presentation of the invoice. Water usage payments MUST have be paid separately to rent payments. Water usage paid with rent will ONLY be receipted to rent. We advise tenants to report all water leaks to our office immediately.

8) The tenant will be responsible for the maintenance of lawns, gardens and edges. Gardens are to be weeded and lightly pruned on a regular basis where necessary to keep them tidy at all times.

9) Carpets are to be steam cleaned at the end of the tenancy. A copy of the invoice must be produced to the agent prior to bond release. We recommend carpets to be cleaned and deodorised once a year. We use the following cleaner & carpet tradesman: CD Supreme Cleaning Services - Thomas 0401 758 352

10) The tenant is responsible for replacing all light bulbs.

11) Pets- Written permission must be obtained and the following conditions apply - Owner agreed to 1 X CAT

I. Any house or garden damage caused by the pet must be reported and rectified immediately at the tenants' expense. Holes dug by pets and grass damaged is considered to be damage AND NOT WEAR AND TEAR.

II. The tenant agrees to professionally fumigate for fleas upon vacating the premises and produce a copy of the invoice to the agent prior to bond release. No flea bomb cans accepted.

III. The tenant agrees to professionally steam clean and deodorise the carpets at the end of the tenancy with a special enzyme deodorizer. A copy of the invoice is to be provided to the agent prior to bond release. We recommend carpets to be cleaned and deodorised once a year by CD Supreme Cleaning Services - Thomas 0401 758 352

IV. The property must be cleaned of all pet hair at the end of the tenancy, including carpets and curtains.

V. The tenant agrees to take steps to address any complaints received from neighbours in relation to barking and other disturbances.

VI. No consideration will be taken by the landlord to have the property sprayed for ticks or fleas during or after the tenancy whilst pets reside at the property.

12) Smoking is not permitted at any time in doors, due to safety reasons. If there is any evidence of smoking odour in the house at the end of tenancy the owner reserves the right to:

- a) Claim for the cost of damages
- b) Have the property deodorised
- c) Have all carpets professionally steam cleaned
- d) Painting of the inside of the property throughout
- e) Renewal of fixtures

13) Though every care has been taken to ensure the premises are reasonably secure we ask all tenants to consider taking out their own contents insurance.

14) The tenant must fill in the Incoming Condition Report in the "tenant agrees" column with "Y" (Yes) or "N" (No). You may add any further comments and MUST return one copy to our office WITHIN 7 DAYS OF LEASE COMMENCEMENT.

15) Rent payments options: Macquarie Bank DEPOSIT BOOK
Reference No.: 0510430

16) In compliance with the new legislation for SMOKE ALARM REGULATIONS, the tenant agrees:

- a) not to remove or interfere with the operation of a smoke alarm installed in the property
- b) to be responsible for the maintenance of smoke alarms including testing and cleaning regularly. To clean, vacuum and remove dust particles. To test, depress a button on the outside of the alarm. The alarm should sound if working correctly.
- c) to replace the batteries whenever necessary.
- d) notify the agent immediately if you believe the alarm is not working

Addendum (continued)

correctly

e) to provide access to the property to install a smoke alarm if 2 days' notice is given.

17) A breach of the tenancy agreement could result in the use and disclosure of your personal information for listing on a tenant database.

18) There will be no parking at any time on the FRONT LAWNS of the above mentioned property. Any damage must be rectified immediately at the tenants' expense. Holes dug by pets and grass damaged is considered to be damage AND NOT WEAR AND TEAR.

19) The garage is not to be used for storage.

PLD LK

Initials:

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