

**New South Wales  
Real Property Act 1900**

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

(B) LODGED BY

Delivery  
Box

Name, Address or DX and Telephone

CODE

1.L

Reference (optional):

(C) LESSOR

(D)

The lessor leases to the lessee the property referred to above.

Encumbrances (if applicable):

(E) LESSEE

(F)

TENANCY:

(G) 1. TERM:

2. COMMENCING DATE:

3. TERMINATING DATE:

4. With an **OPTION TO RENEW** for a period of                **years** set out in Item/Clause # of **Annexure A**5. With an **OPTION TO PURCHASE** set out in6. Together with and reserving the **RIGHTS** set out in7. Incorporates the provisions set out in **ANNEXURE A** hereto.8. Incorporates the provisions set out in memorandum recorded in the Department of Lands, Land and Property Information Division as No. **N/A**9. The **RENT** is set out in item/clause # of **Annexure A**

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

(H)

	I certify that I am an eligible witness and that the lessee signed this dealing in my presence.  Signature of witness: <b>SEE ANNEXURE A</b>  Name of witness: Address of witness:	Certified correct for the purposes of the Real Property Act 1900 by the lessee.  Signature of lessee:  <b>SEE ANNEXURE A</b>
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	I certify that I am an eligible witness and that the lessee signed this dealing in my presence.  Signature of witness: <b>SEE ANNEXURE A</b>  Name of witness: Address of witness:	Certified correct for the purposes of the Real Property Act 1900 by the lessee.  Signature of lessee:  <b>SEE ANNEXURE A</b>
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(I) **STATUTORY DECLARATION**

I

solemnly and sincerely declare that—

1. The time for the exercise of option to renew/option to purchase in expired lease No. has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

Made and subscribed at

in the State of New South Wales

on

in the presence of—

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

## **ANNEXURE A**

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# **1 INTRODUCTION**

## **1.1 This contract is made up of the following documents**

- (a) The Dept. of Lands Lease form attached to the front of this document
- (b) the terms and conditions set out in this document
- (c) The Schedule and Annexures to this agreement

# **2 CONDITIONS**

The parties agree to the conditions in the following pages and also to those conditions implied by legislation

# **3 DEFINITIONS & INTERPRETATION**

## **3.1 Definitions**

- (a) "Agent" in context with "Lessor" includes the Lessor's real estate letting agent or managing agent and any other person authorised to act on behalf of the Lessor.
- (b) "Fixtures" includes fittings, furnishings, furniture, appliances, plant, machinery and equipment.
- (c) "GST" means a goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999.
- (d) "Lessor" includes the heirs, executors, administrators and assigns of the Lessor, and where the context permits, includes the Lessor's Agent.
- (e) "Lessee" includes the executors, administrators and permitted assigns of the Lessee.
- (f) "Month" means calendar month.
- (g) "Outgoings" means council rates, water rates, land tax (on a single holding basis) building and public risk insurance and strata levies. Separately metered utilities such as water usage, gas, electricity, and telephone are to be paid by the lessee directly as they fall due.
- (h) "Term" means the term of this lease.

## **3.2 Interpretation**

- (a) Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- (b) Where two or more Lessees or Lessors are parties, the terms and conditions of the lease binds them jointly and severally.
- (c) When this lease is signed by both parties and witnessed, it operates as a deed from that time.
- (d) Headings in bold have been inserted to assist the parties but do not affect interpretation the lease.