

# Contract for the sale and purchase of land 2022 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Simon Property Co</b> <b>shop 2n/351 Oran Park Drive, Oran Park, NSW</b> <b>2570</b>	<b>Phone: 02 4602 2000</b> <b>Ref: Simon - 0401 528 262</b>
co-agent		
vendor	<b>Ahmad Aoun and Nevenka Aoun</b>	
vendor's solicitor	<b>MEEHANS SOLICITORS</b> <b>Gallery Level, 171-179 Queen Street,</b> <b>Campbelltown NSW 2560</b> <b>P.O. Box 597, Campbelltown NSW 2560</b>	<b>Phone: 46273333</b> <b>Email: Annabelle@meehans.com.au</b> <b>Fax: (02) 4627 3167</b> <b>Ref: AL:JJ:147671</b>
date for completion	<b>42nd day after the contract date</b>	(clause 15)
land (address, plan details and title reference)	<b>16 Freedom Street, Gregory Hills 2557</b>  <b>Registered Plan: Lot 2329 Plan DP 1166236</b>  <b>Folio Identifier: 2329/1166236</b>	
	<input type="checkbox"/> vacant possession	<input checked="" type="checkbox"/> <b>SUBJECT TO EXISTING TENANCIES</b>
improvements	<input checked="" type="checkbox"/> <b>HOUSE</b> <input checked="" type="checkbox"/> <b>garage</b> <input type="checkbox"/> <b>carport</b> <input type="checkbox"/> <b>home unit</b> <input type="checkbox"/> <b>car space</b> <input type="checkbox"/> <b>storage space</b> <input type="checkbox"/> <b>none</b> <input type="checkbox"/> <b>other:</b>	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

**buyer's agent**

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

**SIGNING PAGE**

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

**Choices**Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

**Manual transaction** (clause 30)☒ NO ☐ yes

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

**Tax information (the parties promise this is correct as far as each party is aware)****Land tax** is adjustable☐ no ☒ YES**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**  
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide details)

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

**GSTRW payment (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

## List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input type="checkbox"/> 3 unregistered plan of the land</li> <li><input type="checkbox"/> 4 plan of land to be subdivided</li> <li><input checked="" type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract</li> <li><input type="checkbox"/> 11 <i>planning agreement</i></li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 occupation certificate</li> <li><input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 17 other document relevant to tenancies</li> <li><input type="checkbox"/> 18 licence benefiting the land</li> <li><input type="checkbox"/> 19 old system document</li> <li><input type="checkbox"/> 20 Crown purchase statement of account</li> <li><input type="checkbox"/> 21 building management statement</li> <li><input checked="" type="checkbox"/> 22 form of requisitions</li> <li><input checked="" type="checkbox"/> 23 <i>clearance certificate</i></li> <li><input type="checkbox"/> 24 land tax certificate</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> 33 property certificate for strata common property</li> <li><input type="checkbox"/> 34 plan creating strata common property</li> <li><input type="checkbox"/> 35 strata by-laws</li> <li><input type="checkbox"/> 36 strata development contract or statement</li> <li><input type="checkbox"/> 37 strata management statement</li> <li><input type="checkbox"/> 38 strata renewal proposal</li> <li><input type="checkbox"/> 39 strata renewal plan</li> <li><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 41 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 42 plan creating neighbourhood property</li> <li><input type="checkbox"/> 43 neighbourhood development contract</li> <li><input type="checkbox"/> 44 neighbourhood management statement</li> <li><input type="checkbox"/> 45 property certificate for precinct property</li> <li><input type="checkbox"/> 46 plan creating precinct property</li> <li><input type="checkbox"/> 47 precinct development contract</li> <li><input type="checkbox"/> 48 precinct management statement</li> <li><input type="checkbox"/> 49 property certificate for community property</li> <li><input type="checkbox"/> 50 plan creating community property</li> <li><input type="checkbox"/> 51 community development contract</li> <li><input type="checkbox"/> 52 community management statement</li> <li><input type="checkbox"/> 53 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 55 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</li> <li><input type="checkbox"/> 58 disclosure statement - off the plan contract</li> <li><input type="checkbox"/> 59 other document relevant to the off the plan contract</li> </ul>
<b>Home Building Act 1989</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 25 insurance certificate</li> <li><input type="checkbox"/> 26 brochure or warning</li> <li><input type="checkbox"/> 27 evidence of alternative indemnity cover</li> </ul>	
<b>Swimming Pools Act 1992</b>	
<ul style="list-style-type: none"> <li><input type="checkbox"/> 28 certificate of compliance</li> <li><input type="checkbox"/> 29 evidence of registration</li> <li><input type="checkbox"/> 30 relevant occupation certificate</li> <li><input type="checkbox"/> 31 certificate of non-compliance</li> <li><input type="checkbox"/> 32 detailed reasons of non-compliance</li> </ul>	<b>Other</b> <input type="checkbox"/> 60

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **Cooling off period (purchaser's rights)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i> ) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> <li>• the issuer;</li> <li>• the expiry date (if any); and</li> <li>• the amount;</li> </ul>
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;



<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

## 2 Deposit and other payments before completion

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

## 3 Deposit-bond

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

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

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

## 5 Requisitions

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

## 6 Error or misdescription

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

## 7 Claims by purchaser

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

## 8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
  - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
    - 9.2.1 for 12 months after the *termination*; or
    - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
  - 9.3 sue the purchaser either –
    - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
      - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
      - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
    - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
    - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
    - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
    - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
    - 10.1.4 any change in the *property* due to fair wear and tear before completion;
    - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
    - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
    - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
    - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
    - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
  - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
  - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
  - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
  - 12.2 to apply (if necessary in the name of the vendor) for –
    - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
    - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
  - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.



### 13 Goods and services tax (GST)

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

### • Purchaser

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

## 17 Possession

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

**18 Possession before completion**

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

**19 Rescission of contract**

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

**20 Miscellaneous**

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

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

## 21 Time limits in these provisions

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

## 22 Foreign Acquisitions and Takeovers Act 1975

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

## 23 Strata or community title

### • Definitions and modifications

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



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

## 24 Tenancies

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

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

**26 Crown purchase money**

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

**27 Consent to transfer**

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

**28 Unregistered plan**

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

**29 Conditional contract**

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

**32 Residential off the plan contract**

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



## CONDITIONS OF SALE BY AUCTION

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

*Bidders Record* means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
  - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
  - (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (c) The highest bidder is the purchaser, subject to any reserve price.
  - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
  - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
  - (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
  - (g) A bid cannot be made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
  - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
  - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

- (a) More than one vendor bid may be made to purchase the interest of a co-owner.
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

- (a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- (b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

## **FURTHER SPECIAL CONDITIONS**

33. **RELEASE OF DEPOSIT**

Notwithstanding anything else contained herein, the deposit or any part of the deposit as a vendor may require shall be released to the vendor or as the vendor may direct for the sole purpose of deposit, stamp duty, rental bond, pre-paid rent or balance of purchase monies for the rent or purchase of Real Estate. The execution of this Contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

34. **PAYMENT OF DEPOSIT**

It is acknowledged between the parties to this Contract that the deposit payable by the purchaser is the full 10% of the purchase price (hereinafter referred to as "the deposit"). Should the vendor allow the purchaser to pay part of the deposit on the making of this Contract, the balance of the deposit will become immediately due and payable if the purchaser/s default in the observance or performance of any obligation which would entitle the vendor to claim the said deposit or on completion, whichever is the earlier.

35. **LIQUIDATION ETC.**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this further special condition not been included herein it is agreed that if either party:-

- a) being an individual, shall die or become incapable because of unsoundness of mind of managing his own affairs or be declared bankrupt or enter into any scheme or make any assignment for the benefit of his creditors; or
- b) being a Company, shall resolve to go into liquidation or enter into any scheme or arrangement with its' creditors under the relevant provisions of the *Corporations Act, 2001 (cth)* or any similar legislation or if a liquidator receiver or receiver manager or provisional liquidator or official manager be appointed of the party,

then the vendor may by way of notice in writing to the purchaser rescind this Contract and if the purchaser is not otherwise in default hereunder the provisions of Clause 19 hereof shall apply to such rescission.

36. **AGENT**

The vendor warrants that he has not engaged any Real Estate Agent in connection with the sale of the property to the purchaser other than the vendor's agent referred to in this Contract (if any) or any agent acting in conjunction with the vendor's agent. The purchaser warrants to the vendor that it has not been introduced to the sale directly or indirectly through the services of any agent other than the said vendor's agent or any agent acting in conjunction with the vendor's agent.

37. **INVALIDITY ETC.**

- a) In the event of any conflict between these further special conditions and the conditions contained in the printed conditions of this Contract, these further special conditions shall prevail;
- b) The purchaser acknowledges that if prior to the signing of this Contract by or on behalf of the purchaser, documents or copies of documents of the kind referred to in this Contract, were attached to this Contract at the request of the vendor, by or on behalf of the purchaser or the solicitor for the purchaser, the person so attaching such documents or copies of documents did so as the agent of the vendor; and
- c) The vendor shall not be required to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reasons of existence of any charge on the property for any rate, tax or outgoing and may serve a notice to complete on the purchaser



notwithstanding that at the time such notice is issued or at anytime thereafter, there is a charge on the property for any rate, tax or outgoing.

38. **STATE OF REPAIR**

The purchaser acknowledges that the property and the improvements erected thereon are being sold in their present condition and that he buys the property relying on this own inspection, knowledge and inquiries and that he does not rely on warranties or representations (if any) made to him by or on behalf of the vendor other than those contained in this Contract and the purchaser also acknowledges that he is purchasing the property in its' present condition as inspected and he acknowledges that no objection shall be taken, requisition made or compensation demanded in respect thereof.

39. **INCLUSIONS**

The purchaser shall accept the inclusions specified in this Contract in their present state and condition subject to fair wear and tear and the vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this Contract.

40. **NOTICE TO COMPLETE**

If either party is unable or unwilling to complete on the due date for completion, the other party shall be entitled to serve a notice to complete at any time after the due date for completion making the time for completion essential. Such notice shall give not less than fourteen (14) days' notice after the day on which the notice is served. A notice to complete by such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. Further, if it becomes necessary for the vendor to issue a notice to complete pursuant to this clause, then the purchaser shall pay to the vendor the costs of issue of such notice assessed at \$440.00 (inclusive of GST) payable on completion.

41. **INTEREST**

If the purchaser does not complete this purchase by the due date for completion, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money, an amount calculated as nine per cent (9%) per annum, interest on the balance of purchase money, computed at a daily rate from the date immediately after the due date for completion to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

42. **WARRANTIES**

The purchaser acknowledges that he does not rely upon any warranty, statement or representations made or given by the vendor or on behalf of the vendor except as expressly provided herein. The purchaser acknowledges that he has inspected the property and the improvements (if any) erected on the property and relies entirely upon his own inquiries and inspection and accepts the property as it stands in its' present condition and state of repair and subject to all defects (if any) whether latent or patent. The purchaser shall not be entitled to make any objections, requisitions or claims for compensation in respect of any matters referred to in this clause.

43. **WATER USAGE**

The purchaser may, at his own expense, arrange to have a meter reading undertaken by Sydney Water to ascertain water usage up to the date for completion and the vendor shall pay for such water usage to the date for completion. In the alternative, the vendor and the purchaser agree to adjust the water usage charges on the basis of an estimate of water usage charges in accordance with the average daily consumption as advised by Sydney Water and such adjustment shall be final and conclusive and no further adjustment of water usage charges shall take place after completion.

44. **AMENDMENTS**

- a) Clause 4.5 is amended by deleting "7 days" and replacing with "14 days";
- b) Clause 4.10 is amended by deleting "2 business days" and replacing it with "5 business days";

- c) Clause 5.2.1 is amended by deleting “21 days” and replacing with “7 days”;
- d) Clause 5.2.2 is amended by deleting “21 days” and replacing with “7 days”;
- e) Clause 6.2 is deleted;
- f) Clause 7.1.1 is deleted;
- g) Clause 7.2.1 is amended by deleting “10%” and replacing with “5%”;
- h) Clause 7.2.4 is amended by deleting the words “and costs of the purchaser”;
- i) Clause 14.4.2 is deleted;
- j) Clause 14.8 is deleted;
- k) Clause 20.6.8 is deleted;
- l) Clause 20.16.1 is amended by adding after the word “electronically” the following words “which includes a scanned copy of a wet ink signature”;
- m) Clause 30.7 is deleted; and
- n) Clause 31.3 is amended by deleting “2 business days” and replacing it with “5 business days”.

45. **REQUISITIONS ON TITLE**

The purchaser acknowledges that his rights to raise standard requisitions on title in respect of this Contract and the property the subject of this Contract are limited to raising requisitions in the form annexed hereto and marked “A”.

46. **ADDITIONAL & INCORRECT CALCULATIONS**

The parties agree that if, on completion, any apportionment of payments due to be made under this Contract is overlooked, or incorrectly calculated, they will forthwith upon being requested to do so by the other party, make a correct calculation and pay such amount to the other party as is required by the correct calculation to be payable. This clause does not merge on completion.

47. **GUARANTORS**

If the purchaser is a company and if that company fails for any reason to complete this purchase in accordance with the terms and conditions of this Contract, the Directors/Secretary of that company who have signed this Contract on behalf of the company guarantee the due performance of the company’s obligations under this Contract in every respect as if they had personally entered into this Contract themselves.

*(if applicable – the Guarantor execution page is annexed to these special conditions).*

48. **DEPOSIT BOND**

- a) In this Contract, the word “Bond” means the deposit bond issued to the vendor at the request of the purchaser.
- b) Subject to paragraphs (c) & (d) below, the delivery of the Bond, on or before the date of this Contract to the person nominated in this Contract to hold the deposit shall, to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this Contract to be payment of the deposit in accordance with this Contract;
- c) The purchaser shall pay the amount stipulated in the Bond to the vendor in cash or by unendorsed bank cheque on completion of this agreement.
- d) If the vendor serves on the purchaser a notice in writing claiming to forfeit the deposit, then to the extent that the amount has not already been paid by the guarantor under the Bond, the purchaser shall forthwith pay the deposit (or so much of it as has not been paid) to the person nominated in this agreement to hold the deposit.
- e) The vendor acknowledges that payment by the Guarantor under the Bond shall to the extent of the amount paid, be in satisfaction of the purchaser’s obligation to pay the deposit under paragraph (d) above.
- f) The purchaser acknowledges that the Bond must be unconditional and not have an expiry date.

49. **SEWER SERVICE DIAGRAM & SEWER CONNECTIONS DIAGRAM**

The Vendor warrants and the Purchaser acknowledges that the Sewer Diagrams attached to this contract are the only diagrams available for the property from the relevant water authority at the date of this contract. The Purchaser agrees to make no objection, requisition or claim for compensation in respect of any matter disclosed therein or ascertainable therefrom.

**GUARANTOR EXECUTION CLAUSE:**

FULL NAME OF PURCHASER:

FULL NAME OF GUARANTOR 1:

FULL NAME OF GUARANTOR 2:

I,

\_\_\_\_\_  
certify that the Guarantor(s),

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_

with whom I am personally acquainted or  
as to whose identity I am otherwise  
satisfied, signed this instrument in my  
presence.

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness:

\_\_\_\_\_  
Address of witness:

Certified correct for the purposes of the  
Real Property Act 1900 by the Guarantor,

\_\_\_\_\_  
Signature of the Guarantor (1)

\_\_\_\_\_  
Signature of the Guarantor (2)

"A"

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and 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 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy 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 or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. 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

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. 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 and building

13. 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.
14. 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.
15.
  - (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*.
16. 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?
17. 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?
- 18.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition (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**

19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. 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?
21. 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?
- 22.
- (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?
23. 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**

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

#### **Requisitions and transfer**

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.



FOLIO: 2329/1166236

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
1/7/2025	12:22 PM	4	9/10/2019

LAND

----

LOT 2329 IN DEPOSITED PLAN 1166236  
AT GREGORY HILLS  
LOCAL GOVERNMENT AREA CAMDEN  
PARISH OF NARELLAN COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1166236

FIRST SCHEDULE

-----

NEVENKA AOUN  
AHMAD AOUN  
AS JOINT TENANTS (T AP592922)

SECOND SCHEDULE (6 NOTIFICATIONS)

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- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1119742 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1166236 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (10) IN THE S.88B INSTRUMENT
- 4 DP1166236 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (17) IN THE S.88B INSTRUMENT
- 5 DP1166236 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (18) IN THE S.88B INSTRUMENT
- 6 AP592923 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

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UNREGISTERED DEALINGS: NIL

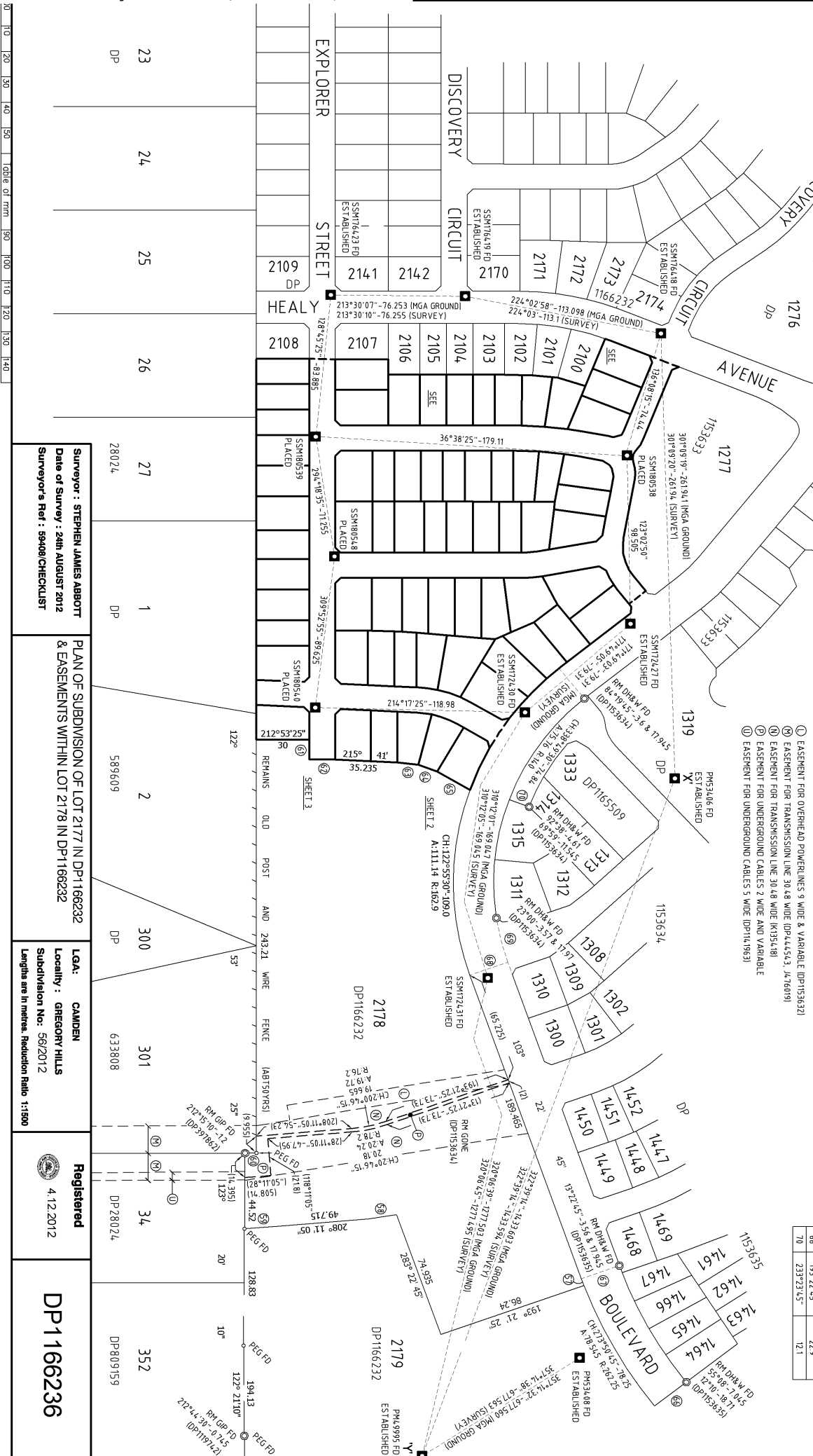
\*\*\* END OF SEARCH \*\*\*

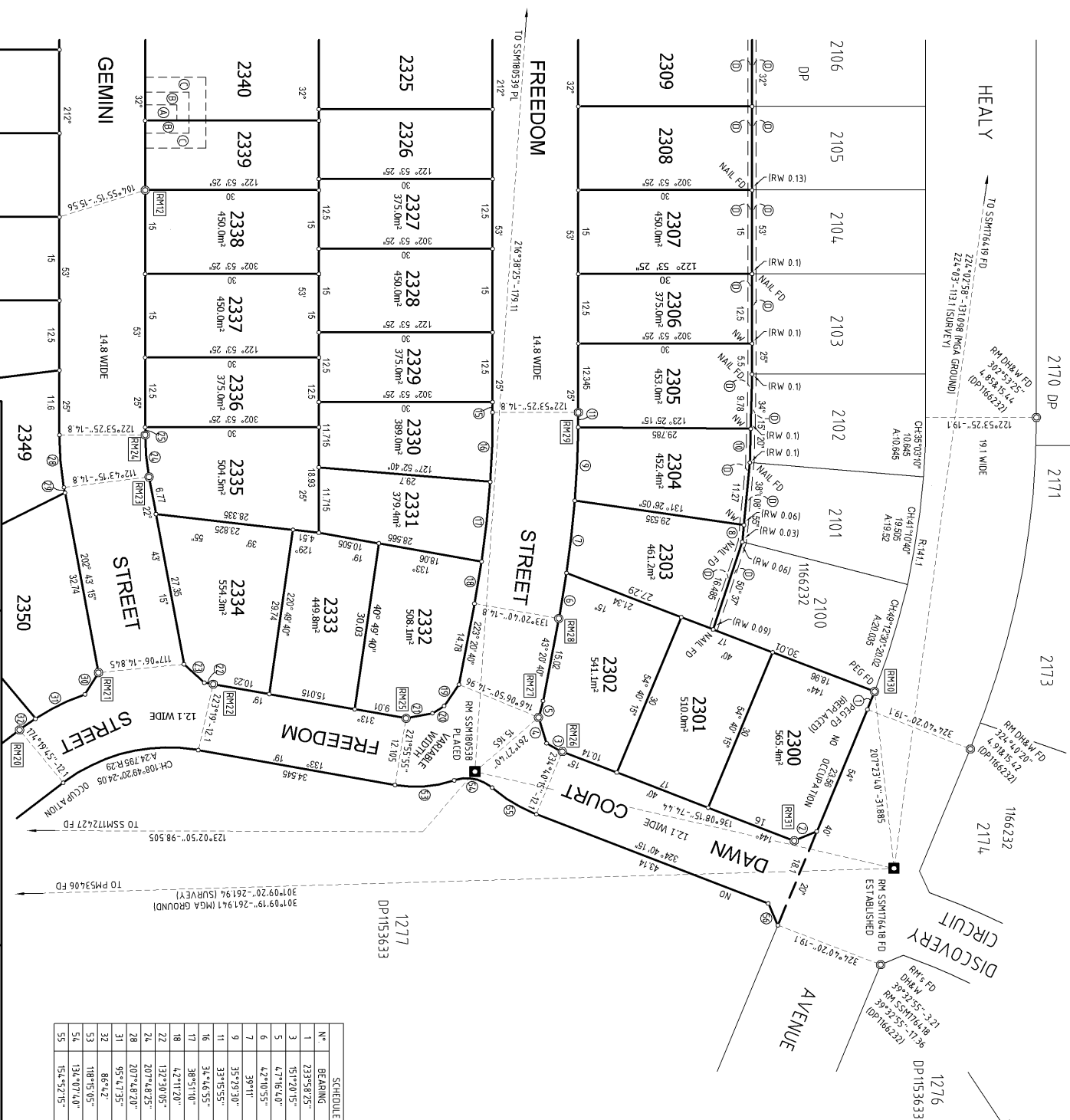


SURVEYING & SPATIAL INFORMATION REGULATION 2006 CLAUSE 55(1)(b) AND 61(2)				
MARK	MGA CO-ORDINATES		CLASS	METHOD
	EASTING	NORTHING		
PM 49995	295 208 221	6 231 187 249	C 3	FOUND
PM 53406	294 338 476	6 232 327 051	C 3	FOUND
PM 53408	295 175 618	6 231 864 088	C 3	FOUND
SSM 172427	294 248 457	6 232 355 185	C 4	FOUND
SSM 172430	294 259 746	6 232 276 675	C 4	FOUND
SSM 172431	294 388 875	6 232 167 551	C 4	FOUND
SSM 176418	294 114 294	6 232 462 582	C 4	FOUND
SSM 176419	294 035 652	6 232 381 786	C 4	FOUND
SSM 176423	293 993 559	6 232 377 695	C 4	FOUND
SSM 180538	294 165 88	6 232 408 91	C N/A	CADASTRAL TRAVERSE PLACED
SSM 180539	294 058 98	6 232 265 18	C N/A	CADASTRAL TRAVERSE PLACED
SSM 180540	294 192 71	6 232 778 37	C N/A	CADASTRAL TRAVERSE PLACED
SSM 180548	294 123 92	6 232 235 84	C N/A	CADASTRAL TRAVERSE PLACED

SCHEDULE OF SHORT CURVED LINES			
N°	BEARING	DISTANCE	ARC RADIUS
57	107°54.10"	4.36	262.25
69	288°52'	26.84	14.0

SCHEDULE OF SHORT LINES			
N°	BEARING	DISTANCE	ARC RADIUS
58	203°17.40"	15.89	
59	208°10.40"	21.07	
60	32°15.10"	6.44	
61	302°53.25"	11.735	
62	212°53.25"	14.8	
63	218°32.45"	11.73	
64	233°50.20"	11.41	
65	24°30.5'	21.59	
66	182°56.15"	23.125	
67	193°22.45"	22.9	
68	193°22.45"	22.9	
70	233°23.45"	12.1	





SCHEDULE OF REFERENCE MARKS PLACED			
N°	BEARING	DISTANCE	TYPE
RM12	284°55'15"	3.93 & 11.695	DH&WS
RM20	174°19'45"	3.68 & 11.12	DH&WS
RM21	117°06'	3.61 & 11.24	DH&WS
RM22	223°19'	3.555 & 11.65	DH&WS
RM23	282°43'15"	3.575 & 11.11	DH&WS
RM24	300°53'25"	3.58 & 11.16	DH&WS
RM25	227°55'55"	3.49 & 11.25	DH&WS
RM26	234°40'15"	3.63 & 11.235	DH&WS
RM27	261°27'40"	4.795	DH&W
RM28	319°21'40"	3.6 & 11.085	DH&WS
RM29	300°53'25"	3.61 & 11.05	DH&WS
RM30	143°16'30"	3.615	DH&W
RM31	208°13'	3.61	DH&W
RM32	230°48'	11.335	DH&W

SCHEDULE OF SHORT CURVED LINES			
N°	BEARING	DISTANCE	ARC
1	233°58'25"	3.435	14.11
2	151°20'15"	3.09	3.095
3	4°16'40"	3.075	3.075
4	4°16'40"	3.075	3.075
5	4°16'40"	3.075	3.075
6	4°16'40"	3.075	3.075
7	39°11'	13.06	203.7
8	35°29'30"	13.18	203.7
9	33°15'55"	2.655	203.7
10	34°46'55"	12.46	188.9
11	38°51'10"	14.38	188.9
12	132°30'05"	7.175	7.175
13	132°30'05"	7.175	7.175
14	207°48'20"	10.175	57.4
15	207°48'20"	10.175	57.4
16	207°48'20"	10.175	57.4
17	207°48'20"	10.175	57.4
18	207°48'20"	10.175	57.4
19	207°48'20"	10.175	57.4
20	207°48'20"	10.175	57.4
21	207°48'20"	10.175	57.4
22	207°48'20"	10.175	57.4
23	207°48'20"	10.175	57.4
24	207°48'20"	10.175	57.4
25	207°48'20"	10.175	57.4
26	207°48'20"	10.175	57.4
27	207°48'20"	10.175	57.4
28	207°48'20"	10.175	57.4
29	207°48'20"	10.175	57.4
30	207°48'20"	10.175	57.4

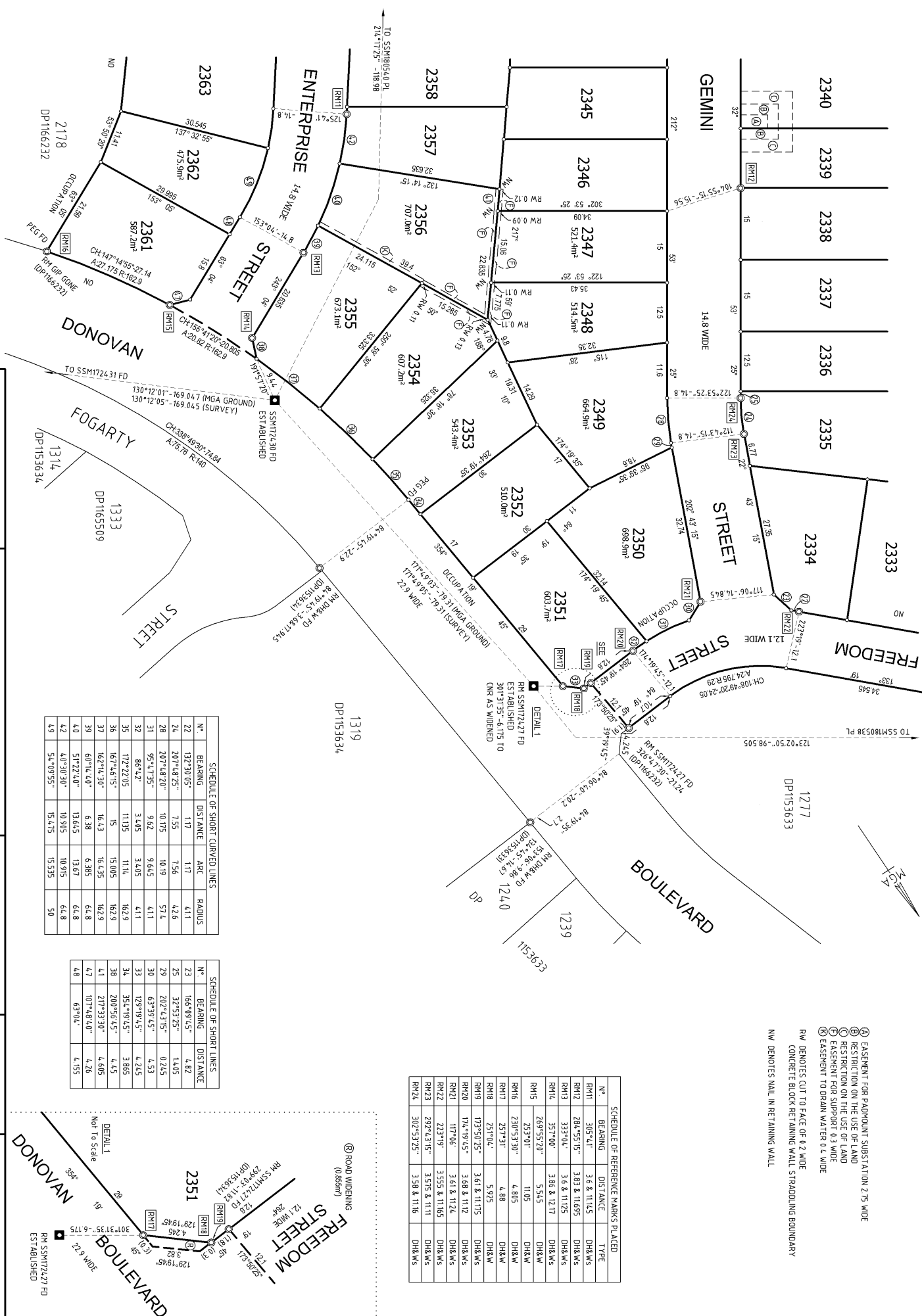
SCHEDULE OF SHORT LINES			
N°	BEARING	DISTANCE	TYPE
1	99°40'20"	4.215	DH&WS
2	196°18'25"	4.84	DH&WS
3	30°18'55"	3.03	DH&WS
4	34°15'20"	6.055	DH&WS
5	212°53'25"	1.85	DH&WS
6	66°36'50"	4.55	DH&WS
7	80°50'55"	2.425	DH&WS
8	111°36'	4.645	DH&WS
9	164°09'45"	4.82	DH&WS
10	32°53'25"	1.45	DH&WS
11	202°43'15"	0.215	DH&WS
12	63°39'45"	4.53	DH&WS
13	9°40'20"	4.215	DH&WS

Surveyor: STEPHEN JAMES ABBOTT  
Date of Survey: 24th AUGUST 2012  
Surveyor's Ref: 99408/CHECKLIST  
PLAN OF SUBDIVISION OF LOT 2177 IN DP1166232  
& EASEMENTS WITHIN LOT 2178 IN DP1166232

LGA: CAMDEN  
Locality: GREGORY HILLS  
Subdivision No: 56/2012  
Lengths are in metres. Reduction Ratio 1:500  
Registered  
4.12.2012

DP1166236





SCHEDULE OF REFERENCE MARKS PLACED

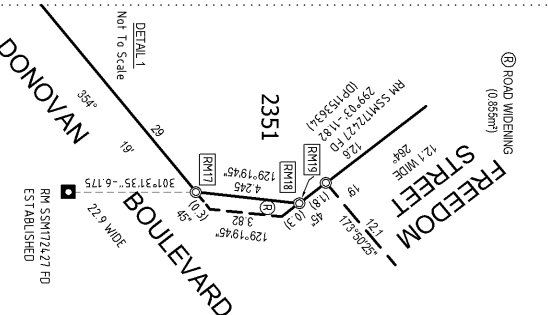
N°	BEARING	DISTANCE	TYPE
RM11	305°41'	3.6 & 11.15	DH&WS
RM12	284°55'15"	3.83 & 11.695	DH&WS
RM13	333°04'	3.6 & 11.725	DH&WS
RM14	357°00'	3.86 & 12.17	DH&WS
RM15	269°55'20"	5.545	DH&WS
RM16	253°01'	11.05	DH&WS
RM17	230°53'30"	4.805	DH&WS
RM18	257°31'	4.88	DH&WS
RM19	173°50'25"	5.925	DH&WS
RM20	117°49'45"	3.68 & 11.12	DH&WS
RM21	117°06'	3.61 & 11.24	DH&WS
RM22	223°19'	3.555 & 11.165	DH&WS
RM23	292°43'15"	3.575 & 11.11	DH&WS
RM24	302°53'25"	3.58 & 11.16	DH&WS

SCHEDULE OF SHORT CURVED LINES

N°	BEARING	DISTANCE	ARC	RADIUS
22	132°30'05"	1.17	1.17	4.11
24	207°48'25"	7.55	7.56	42.6
28	207°48'20"	10.15	10.19	57.4
31	95°41'35"	9.62	9.645	4.11
32	86°42'	3.405	3.405	4.11
35	172°22'05"	11.135	11.14	162.9
36	167°46'15"	15	15.005	162.9
37	162°14'30"	16.43	16.435	162.9
39	60°14'40"	6.38	6.385	64.8
40	51°22'40"	13.645	13.67	64.8
42	40°30'30"	10.905	10.915	64.8
49	54°09'55"	15.675	15.535	50

SCHEDULE OF SHORT LINES

N°	BEARING	DISTANCE
23	166°09'45"	4.82
25	32°53'25"	14.05
29	202°43'15"	0.245
30	63°39'45"	4.53
33	129°19'45"	4.25
34	354°19'45"	3.865
38	200°56'45"	4.45
41	217°33'30"	4.05
47	107°48'40"	4.26
48	63°04'	4.155



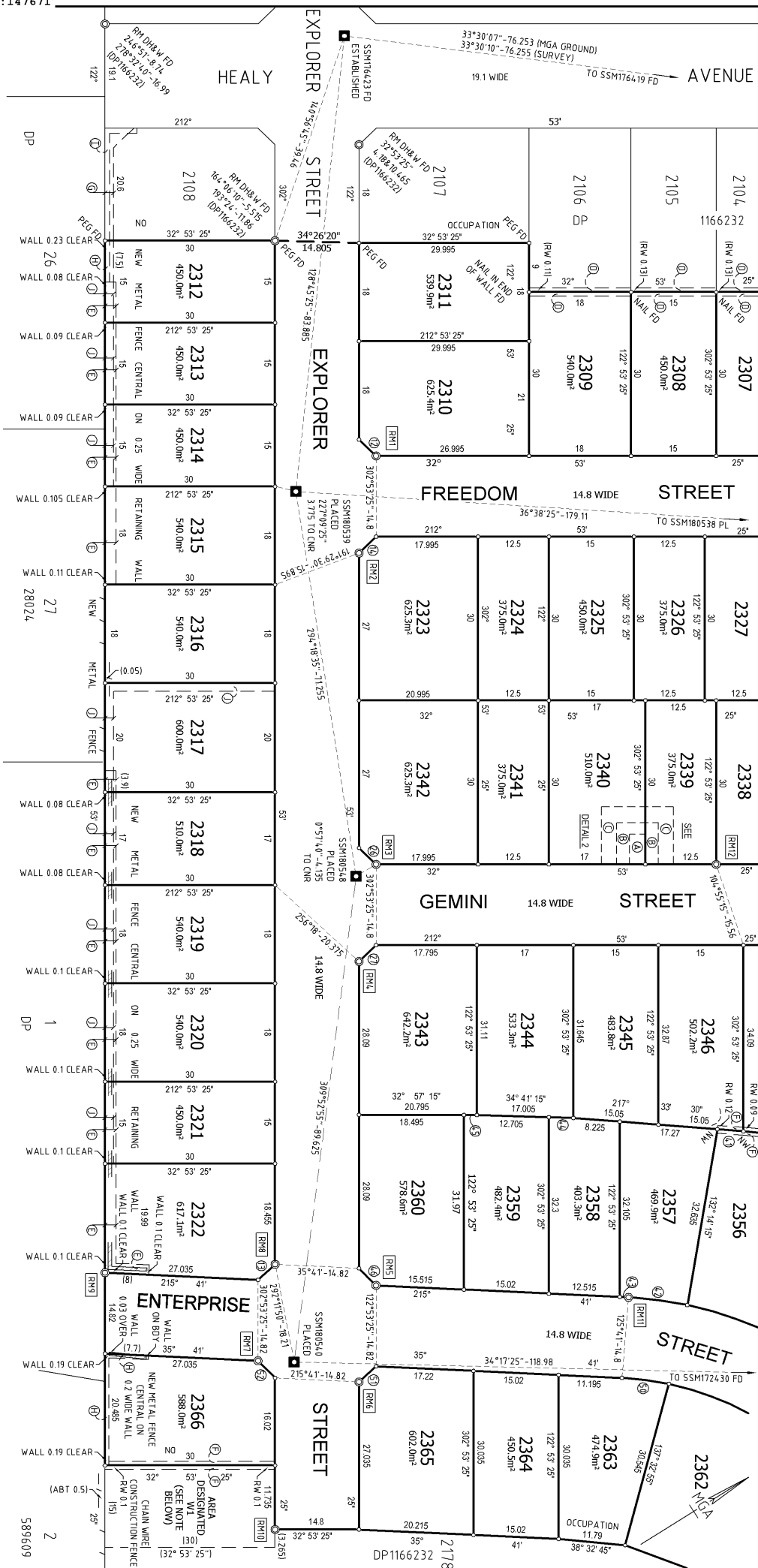
Surveyor: STEPHEN JAMES ABBOTT  
Date of Survey: 24th AUGUST 2012  
Surveyor's Ref: 59408CHECKLIST

PLAN OF SUBDIVISION OF LOT 2177 IN DP1166232  
& EASEMENTS WITHIN LOT 2178 IN DP1166232

LGA: CAMDEN  
Locality: GREGORY HILLS  
Subdivision No: 56/2012  
Lengths are in metres. Reduction Ratio 1:500

Registered  
4.12.2012

DP1166236



SCHEDULE OF REFERENCE MARKS PLACED			
N°	BEARING	DISTANCE	TYPE
R#1	302°35'25"	3.52 & 11.255	D#8.5 M
R#2	37°53'55"	3.4 & 11.19	D#8.5 M
R#3	302°35'25"	3.4 & 11.27	D#8.5 M
R#4	76°18"	3.372 & 11.355	D#8.5 M
R#5	302°35'25"	3.52 & 11.55	D#8.5 M
R#6	35°41"	4.005 & 10.55	D#8.5 M
R#7	12°23'25"	3.565 & 11.27	D#8.5 M
R#8	229°30'15"	4.725	D#8.5 M
R#8	222°38"	10.8	D#8.5 M
R#9	235°56'55"	10.655	D#8.5 M
R#10	166°20'40"	9.57	D#8.5 M
R#11	175°44'55"	13.085	D#8.5 M
R#12	282°55'15"	3.6 & 11.145	D#8.5 M
		3.68 & 11.695	D#8.5 M

SCHEDULE OF SHORT CURVED LINES				
N°	BEARING	DISTANCE	ARC	RADIUS
42	40°30'30"	10.905	10.915	64.8
50	40°28'25"	8.35	8.36	50

SCHEDULE OF SHORT LINES		
N <sup>o</sup> .	BEARING	DISTANCE
12	S 75° 53' 25" E	4.245
13	S 69° 17' 10" E	4.74.
14	S 67° 53' 25" E	4.245
26	S 25° 53' 25" E	4.245
27	S 67° 53' 25" E	4.245
41	N 17° 33' 30" E	4.605
43	N 25° 41" E	1.05
44	S 34° 41' 15" E	4.3
45	S 32° 57' 15" E	2.3
46	S 25° 17' 10" E	4.245
51	S 69° 17' 10" E	4.74.
52	S 79° 17' 10" E	4.245

AREA DESIGNATED W/IN  
IS BENEFITED BY  
EASEMENT FOR  
SUPPORT 0.3 WIDE (F).

2340

2339

GEMINI

STREET

A EASEMENT FOR PADMOUNT SUSPENSION 2.75 WIDE  
 B RESTRICTION ON THE USE OF LAND  
 C EASEMENT FOR SUPPORT 0.2 WIDE (DP1663632)  
 D EASEMENT FOR SUPPORT 18 WIDE  
 E EASEMENT FOR SUPPORT 18 WIDE  
 F EASEMENT FOR SUPPORT 18 WIDE  
 G EASEMENT FOR SUPPORT 0.6 WIDE & VARIABLE (DP1663732)  
 H EASEMENT FOR SUPPORT 0.6 WIDE  
 I EASEMENT TO DRAIN WATER 15 WIDE  
 J EASEMENT TO DRAIN WATER 15 WIDE

NW DENOTES MAIL IN RETAINING WALL  
 RW DENOTES CUT TO FACE OF 0.2 WIDE  
 CONCRETE BLOCK RETAINING WALL STRADDLING BOUNDARY

**Surveyor :** STEPHEN JAMES ABBOT  
**Date of Survey :** 24th AUGUST 2012  
**Surveyor's Ref :** 59408/CHECKLIST

PLAN OF SUBDIVISION OF LOT 2177 IN DP1166232  
& EASEMENTS WITHIN LOT 2178 IN DP1166232

**LGA:** CAMDEN  
**Locality :** GREGORY HILLS  
**Subdivision No:** 56/2012

Registered  
4.12.2012

DP1166236

**PLAN FORM 6**

**WARNING: Creasing or folding will lead to rejection**

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 3 sheet(s)

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

IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD:

1. DAWN COURT (12.1 WIDE)
2. FREEDOM STREET (12.1, 14.8 WIDE & VARIABLE)
3. EXPLORER STREET (14.8 WIDE)
4. GEMINI STREET (14.8 WIDE)
5. ENTERPRISE STREET (14.8 WIDE)
6. ROAD WIDENING



**DP1166236 S**

Only

Registered: 4.12.2012



Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

**PLAN OF SUBDIVISION OF  
LOT 2177 IN DP1166232 & EASEMENTS  
WITHIN LOT 2178 IN DP1166232**

LGA: CAMDEN

Locality: GREGORY HILLS

Parish: NARELLAN

County: CUMBERLAND

**Survey Certificate**

I, **STEPHEN JAMES ABBOTT**  
of **LEAN LACKENBY AND HAYWARD L'POOL P/L**  
**209 NORTHUMBERLAND STREET LIVERPOOL 2170**  
a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: **24<sup>th</sup> AUGUST 2012**

The survey relates to **LOTS 2300 – 2366 INCLUSIVE**

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: *Stephen Abbott* Dated: **24/8/12**  
Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: 'X'-'Y'

Type: Urban/Rural

Plans used in the preparation of survey/compilation  
**DP28024 DP397862 DP589609 DP633808 DP809159**  
**DP1119742 DP1153632 DP1153633 DP1153634**  
**DP1153635 DP1153636 DP1165509 DP1166232**

If space is insufficient use PLAN FORM 6A annexure sheet

**Crown Lands NSW/Western Lands Office Approval**

I, ..... in approving this plan certify  
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature: .....

Date: .....

File Number: .....

Office: .....

**Subdivision Certificate**

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed **Subdivision** set out herein  
(insert 'subdivision' or 'new road')

*N Maguire*  
\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: **Camden Council**

Date of Endorsement: **30th October 2012**

Accreditation no: .....

Subdivision Certificate no: **SG/2012**

File no: **DA 1546/2010**

\* Strike through inapplicable parts.

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: **59408/CHECKLIST**

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

PLAN OF SUBDIVISION OF  
LOT 2177 IN DP1166232 & EASEMENTS  
WITHIN LOT 2178 IN DP1166232

DP1166236

Office Use Only

Registered:



4.12.2012

Subdivision Certificate No.: 56/2012

Date of Endorsement: 30 Oct 2012

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (J).
2. EASEMENT TO DRAIN WATER 0.4 WIDE (K).
3. EASEMENT FOR SUPPORT 0.3 WIDE (F).
4. EASEMENT FOR SUPPORT 1.8 WIDE (E).
5. EASEMENT FOR SUPPORT 0.6 WIDE (H).
6. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (A).
7. EASEMENT FOR UNDERGROUND CABLES 2 WIDE & VARIABLE (P).
8. RESTRICTION ON THE USE OF LAND (B).
9. RESTRICTION ON THE USE OF LAND (C).
10. RESTRICTION ON THE USE OF LAND.
11. RESTRICTION ON THE USE OF LAND.
12. RESTRICTION ON THE USE OF LAND.
13. RESTRICTION ON THE USE OF LAND.
14. RESTRICTION ON THE USE OF LAND.
15. RESTRICTION ON THE USE OF LAND.
16. RESTRICTION ON THE USE OF LAND.
17. RESTRICTION ON THE USE OF LAND.
18. RESTRICTION ON THE USE OF LAND.
19. POSITIVE COVENANT UNDER SECTION 88E OF THE CONVEYANCING ACT 1919.

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

1. EASEMENT FOR UNDERGROUND CABLES 1.5 WIDE (G IN DP1153632)
2. EASEMENT FOR UNDERGROUND CABLES 14 WIDE (A IN DP1153634)

Signature of attorney

Endeavour Energy Australia

(Formerly Integral Energy Australia - Energy services

Corporations Amendment (Change of Name)

Regulation 2011 (NSW) published 2 March 2011)

Name of attorney Geoff Riethmuller

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF  
LOT 2177 IN DP1166232 & EASEMENTS  
WITHIN LOT 2178 IN DP1166232

DP1166236

Only

Office Use Only

Registered:



4.12.2012

Subdivision Certificate No.: 56/2012

Date of Endorsement: 30/10/2012

I certify that the person signing  
opposite, with whom I am personally  
acquainted or as to whose identity I am  
otherwise satisfied, signed the  
Instrument in my presence.

Executed by the persons named below  
who signed this instrument on behalf of  
**Trustees of the Marist Brothers** pursuant  
to power of attorney dated 8 March 2011  
Registered with Land and Property  
Information (NSW) Book 4607 No. 944

[Signature]  
Witness (Signature)

[Signature]  
Attorney (Signature)

Michael Sacca  
Name of Witness (Print Name)

ANTHONY ROBINSON  
Name of Attorney (Print Name)

18 McKenzie Blvd, Gregory Hills  
Address of Witness

14 DRUMMOYNE AVE, DRUMMOYNE  
Address of Attorney

[Signature]  
Witness (Signature)

[Signature]  
Attorney (Signature)

Michael Sacca  
Name of Witness (Print Name)

BR JENNY NIAGUIRE  
Name of Attorney (Print Name)

18 McKenzie Blvd, Gregory Hills  
Address of Witness

14 DRUMMOYNE AVE DRUMMOYNE  
Address of Attorney

Signed at Hurstville, the 23 day of  
October 2012 for Commonwealth  
Bank of Australia A.C.N. 123 123 124 by  
its duly appointed Attorney under Power  
of Attorney Book 4548 No. 494

Witness: P.O.A 14-7-2008.

[Signature]  
Mary Tchamkertenian  
Account Manager  
Corporate Financial Services  
Sydney South

[Signature]  
Ruth Chan  
Relationship Manager

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

(Sheet 1 of 16 sheets)



**DP1166236 B**

Plan of Subdivision of Lot 2177 in  
 DP 1166232 and easements within  
 Lot 2178 in DP 1166232 covered  
 by Council's Subdivision  
 Certificate No. *542012*

**Full name and address  
 of the owner of the land:**

Trustees of the Marist Brothers  
 14 Drummoyne Avenue  
 DRUMMOYNE NSW 2047

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to drain water 1.5 wide (J)	2321 2320 2319 2318 2317 2314 2313 2312	2322 2322,2321 2322,2321,2320 2322,2321,2320,2319 2322,2321,2320,2319,2318,2316 2315 2315,2314 2315,2314,2313
2	Easement to drain water 0.4 wide (K)	2356	2346,2347,2348,2354
3	Easement for support 0.3 wide (F)	2346 2347 2348 2354 2356 2366 <i>2178/1166232</i>	2356 2356 2354,2356 2348,2356 2346,2347,2348,2354 Area designated W1 in Lot 2178/ <i>1166232</i> 2366
4	Easement for support 1.8 wide (E)	2312 to 2315 incl 2317 to 2322 incl	Camden Council
5	Easement for support 0.6 wide (H)	2312, 2366	Camden Council
6	Easement for padmount substation 2.75 wide (A)	2340	Endeavour Energy
7	Easement for underground cables 2 wide & variable (P)	Lot 2178 in DP 1166232 <i>6</i> (F/I 2178/1166232)	Endeavour Energy
8	Restriction on the use of land (B)	2339,2340	Endeavour Energy
9	Restriction on the use of land (C)	2339,2340	Endeavour Energy
10	Restriction on the use of land	2300 to 2366 incl	Camden Council

*APhaso*  
*Allen*  
*AMagennis*

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

(Sheet 2 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
 DP 1166232 and easements within  
 Lot 2178 in DP 1166232 covered  
 by Council's Subdivision  
 Certificate No. *54/2012*

**Full name and address  
 of the owner of the land:**

Trustees of the Marist Brothers  
 14 Drummoyne Avenue  
 DRUMMOYNE NSW 2047

11	Restriction on the use of land.	2300,2302,2332, 2334,2351,2355, 2361	Camden Council
12	Restriction on the use of land	2332,2334,2351, 2355,2361	Camden Council
13	Restriction on the use of land	2302	Camden Council
14	Restriction on the use of land	2300	Camden Council
15	Restriction on the use of land.	2300	Camden Council
16	Restriction on the use of land	2332,2334,2351, 2355,2361	Camden Council
17	Restriction on the use of land	2300 to 2366 incl	Camden Council
18	Restriction on the use of land	Each lot	Every other lot
19	Positive Covenant under Section 88E of the Conveyancing Act 1919	2312 to 2315 incl 2317 to 2322 incl 2366	Camden Council

**PART 1 A (Release)**

1	Easement for underground cables 1.5 wide (G in DP 1153632)	Lot 2178 in DP 1166232 (F/I 2178/1166232)	Endeavour Energy (as successor of Prospect CC)
2	Easement for underground cables 14 wide (A in DP 1153634)	Lot 2178 in DP 1166232 (F/I 2178/1166232)	Endeavour Energy (as successor of Prospect CC)

**PART 2 (Terms)**

**1. Terms of the easement to drain water numbered 1 in the plan:**

Easement to Drain Water 1.5 wide as in part 3 of schedule 8 of the Conveyancing Act 1919.

**NAME OF AUTHORITY** whose consent is required to release, vary or modify the easement numbered 1 in the plan – Camden Council.

**2. Terms of Easement to drain water numbered 2 in the plan:**

Easement to Drain Water 0.4 wide as in part 3 of schedule 8 of the Conveyancing Act 1919.

**NAME OF AUTHORITY** whose consent is required to release, vary or modify the easement numbered 2 in the plan – Camden Council

*[Handwritten signatures]*  
*M. Maguire*

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

(Sheet 3 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. *56/2012*

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**3. Terms of the easement for support 0.3 wide numbered 3 in the plan:**

- 3.1 The owner of the Lot Benefited may:
- 3.1.1 construct, repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Benefited, or any part of it, **(Retaining Wall)**;
  - 3.1.2 use the Retaining Wall for the support of the Lot Benefited
- 3.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:
- 3.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
  - 3.2.2 interfere with the Retaining Wall in any way
- 3.3 If the Owner of the Lot Burdened breaches clause 3.2, the Owner of the Lot Benefited may serve a notice on the Owner of the Lot Burdened requiring:
- 3.3.1 the relevant actions to stop; and
  - 3.3.1 the relevant breach to be rectified.
- 3.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 3.3, the Owner of the Lot Benefited may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Owner of the Lot Benefited in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.
- 3.5 If the Owner of the Lot Benefited exercises its powers under clause 3.4, it must:
- 3.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
  - 3.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
  - 3.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
  - 3.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
  - 3.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

**NAME OF AUTHORITY** whose consent is required to release, vary or modify the easement numbered 3 in the plan – Camden Council.

*Adrian*  
*Robina*  
*Magna*



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

(Sheet 4 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. *562012*

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**4. Terms of easement for Support 1.8 wide numbered 4 in the plan:**

- 4.1 The owner of the Lot Burdened may:
- 4.1.1 repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Burdened, or any part of it, **(Retaining Wall)**;
  - 4.1.2 use the Retaining Wall for the support of the Lot Burdened.
  - 4.1.3 erect a building on the lot burdened only if approved by Camden Council (The Council) and designed in accordance with the details shown on drawing 210113.CC.101 (current version) prepared by Cardno and held on Council's file.
- 4.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:
- 4.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
  - 4.2.2 interfere with the Retaining Wall in any way.
- 4.3 If the Owner of the Lot Burdened breaches clause 4.2, Camden Council (The Council) may serve a notice on the Owner of the Lot Burdened requiring:
- 4.3.1 the relevant actions to stop; and
  - 4.3.2 the relevant breach to be rectified.
- 4.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 4.3, the Council may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Council in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.
- 4.5 If the Council exercises its powers under clause 4.4, it must:
- 4.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
  - 4.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
  - 4.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
  - 4.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
  - 4.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

**NAME OF AUTHORITY** whose consent is required to release, vary or modify the easement numbered 4 in the plan – Camden Council.

*Signature*  
*Robena*  
*Magen*

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

(Sheet 5 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. 56/2012

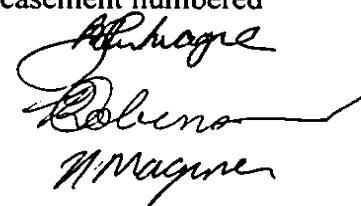
**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**5. Terms of easement for Support 0.6 wide numbered 5 in the plan:**

- 5.1 The owner of the Lot Benefited may:
- 5.1.1 construct, repair, maintain and replace a retaining wall within the easement site to the extent reasonably necessary to support the surface and the subsurface of the Lot Benefited, or any part of it, **(Retaining Wall)**;
  - 5.1.2 use the Retaining Wall for the support of the Lot Benefited
- 5.2 The Owner of the Lot Burdened must not do, or suffer to be done, any of the following:
- 5.2.1 anything that does, or may, affect the stability of the Retaining Wall; or
  - 5.2.2 interfere with the Retaining Wall in any way.
- 5.3 If the Owner of the Lot Burdened breaches clause 5.2, the Owner of the Lot Benefited may serve a notice on the Owner of the Lot Burdened requiring:
- 5.3.1 the relevant actions to stop; and
  - 5.3.1 the relevant breach to be rectified.
- 5.4 If the Owner of the Lot Burdened does not comply with a notice duly issued under clause 5.3, the Owner of the Lot Benefited may enter, use and occupy so much of the Lot Burdened as is reasonably necessary to allow the relevant breach to be rectified. Any reasonable costs incurred by the Owner of the Lot Benefited in exercising their rights under this clause maybe recovered from the Owner of the Lot Burdened.
- 5.5 If the Owner of the Lot Benefited exercises its powers under clause 5.4, it must:
- 5.5.1 ensure any work carried out by it, or its direction, is carried out in a proper and workmanlike manner;
  - 5.5.2 cause as little inconvenience as possible to the occupier of the Lot Burdened;
  - 5.5.3 cause as little damage as is possible to the Lot Burdened, or any structures on that lot;
  - 5.5.4 to the extent that is practicable, restore the Lot Burdened to its former condition; and
  - 5.5.5 make good any collateral damage caused to the Lot Burdened, or any structure on it.

**NAME OF AUTHORITY** whose consent is required to release, vary or modify the easement numbered 5 in the plan – Camden Council.



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

(Sheet 6 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. *542012*

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**6. Terms of Easement for padmount substation 2.75 numbered 6 in the plan:**

As set out in Memorandum No. 9262886 registered at Land & Property Information NSW.  
Subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered  
6 in the plan – Endeavour Energy.

**7 Terms of easement for underground cables 2 wide & variable numbered 7 in the plan:**

As set out in Memorandum No. 9262885 registered at Land & Property Information NSW.  
Subject to changing Integral Energy Australia to Endeavour Energy in Clause 5.1

NAME OF AUTHORITY whose consent is required to release, vary or modify the easement numbered  
7 in the plan – Endeavour Energy.

**8. Terms of restriction on the use of land numbered 8 in the plan**

- 1.0 No building shall be erected or permitted to remain within the restriction site unless:
- 1.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating and
- 1.2 the external surface of the building erected more than 1.5 metres from footing has a 60/60/60 fire rating and the owner provides the authority benefited with an engineer's certificate to this effect.
- 2.0 The fire ratings mentioned in clause 1 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 3.0 Definitions:
- 3.1 **"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy/integrity failure/insulation failure calculated in accordance with Australian Standard 1530.
- 3.2 **"building"** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 3.3 **"erect"** includes construct, install, build and maintain.
- 3.4 **"restriction site"** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction  
numbered 8 in the plan – Endeavour Energy.

*Signature*  
*Robinson*  
*N Maguire*

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

(Sheet 7 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. 56/2012

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**9. Terms of restriction on the use of land numbered 9 in the plan:**

- 1.0 No swimming pool or spa shall be erected or permitted to remain within the restriction site.
- 2.0 Definitions:
- 2.1 "erect" includes construct, install, build and maintain.
- 2.2 "restriction site" means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 9 in the plan – Endeavour Energy.

**10. Terms of restriction on the use of land numbered 10 in the plan:**

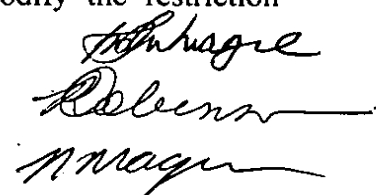
No Dwelling may be erected on any Lot Burdened unless the footings of that Dwelling are designed by a suitably qualified civil and / or structural engineer.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction Numbered 10 in the plan – Camden Council

**11. Terms of restriction on the use of land numbered 11 in the plan:**

No Dwelling may be erected on any Lot Burdened unless the construction of any required acoustic fencing for the relevant Lot Burdened is provided as nominated by the Gregory Hills Stage 2 Traffic Noise Assessment prepared by Acoustic Logic Consultancy Revision 7 dated 17<sup>th</sup> March 2011 Ref: 2010894/1509A/R7/TT and the fences are to consist of a solid material without holes (lapped and capped timber or colourbond) and are at least 1.8 metres high.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 11 in the plan – Camden Council.



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

(Sheet 8 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. 56/2012

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**12. Terms of restriction on the use of land numbered 12 in the plan:**

No Dwelling may be erected on any Lots Burdened unless:

- (a) the dwelling construction requirements and attenuation treatments (including window glazing, acoustic seals, external doors, roof / ceiling construction and doors) for that Dwelling are in accordance with the table 5 – Zone B of the Gregory Hills Stage 2 Traffic Noise Assessment prepared by Acoustic Logic Consultancy Revision 7 dated 17<sup>th</sup> March 2011 Ref: 2010894/1509A/R7/TT and
- (b) the internal noise levels contained within the Turner Road Development Control Plan 2007 are achieved for that Dwelling.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 12 in the plan – Camden Council

**13. Terms of restriction on the use of land numbered 13 in the plan:**

No Dwelling may be erected on any Lots Burdened unless:

- (a) the dwelling construction requirements and attenuation treatments (including window glazing, acoustic seals, external doors, roof / ceiling construction and doors) for that Dwelling are in accordance with the table 4 – Zone A of the Gregory Hills Stage 2 Traffic Noise Assessment prepared by Acoustic Logic Consultancy Revision 7 dated 17<sup>th</sup> March 2011 Ref: 2010894/1509A/R7/TT and
- (b) the internal noise levels contained within the Turner Road Development Control Plan 2007 are achieved for that Dwelling.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 13 in the plan – Camden Council

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

(Sheet 9 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. *56/2012*

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**14. Terms of restriction on the use of land numbered 14 in the plan:**

No Dwelling may be erected on any Lots Burdened unless:

- (a) the dwelling construction requirements and attenuation treatments (including window glazing, acoustic seals, external doors, roof / ceiling construction and doors) for that Dwelling are in accordance with the table 6 – Zone C of the Gregory Hills Stage 2 Traffic Noise Assessment prepared by Acoustic Logic Consultancy Revision 7 dated 17<sup>th</sup> March 2011 Ref: 2010894/1509A/R7/TT and
- (b) the internal noise levels contained within the Turner Road Development Control Plan 2007 are achieved for that Dwelling.

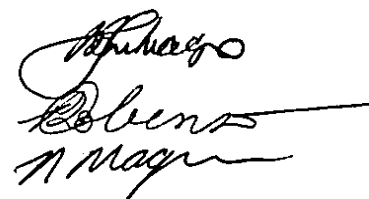
NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 14 in the plan – Camden Council

**15. Terms of restriction on the use of land numbered 15 in the plan:**

No Dwelling may be erected on any Lot Burdened unless:

- (a) windows facing the Collector Road or windows on the side façade are to be kept closed to meet internal noise goals, and
- (b) mechanical ventilation for that Dwelling may be required in accordance with the minimum standards prescribed by the Building Code of Australia.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 15 in the plan – Camden Council.



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

(Sheet 10 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. *56/2012*

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**16. Terms of restriction on the use of land numbered 16 in the plan:**

No Dwelling may be erected on any Lot Burdened unless:

- (a) windows facing the Donovan Boulevard or windows on the side façade are to be kept closed to meet internal noise goals, and
- (b) mechanical ventilation for that Dwelling may be required in accordance with the minimum standards prescribed by the Building Code of Australia.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 16 in the plan – Camden Council.

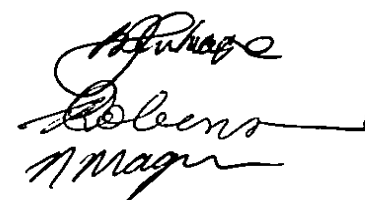
**17. Terms of restriction on the use of land numbered 17 in the plan:**

No Dwelling may be erected on any Lot Burdened unless the dwelling, landscaping and associated works for that Dwelling are constructed in accordance with Section 9 of the Salinity Assessment and Management Plan prepared by Douglas Partners project 71913.01 dated September 2010.

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 17 in the plan – Camden Council.

**18. Terms of restriction on the use of land numbered 18 in the plan:**

- 18.1 No fence may be erected or permitted to remain on the Lot Burdened that:
  - 18.1.1 exceeds 1.8 metres in height when erected on the side or rear boundary of the relevant Lot Burdened, other than any fence that is required to be of greater height in accordance with:
    - (a) the requirements of any relevant statutory authority; or
    - (b) any other provision of this instrument, or
    - (c) erected on a boundary that is affected by an easement for support 0.3 wide denoted "F" easement for support 1.8 wide denoted "E" and easement for support 0.6 wide denoted "H" on the plan of subdivision.





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

(Sheet 11 of 16 sheets)

**Plan:**

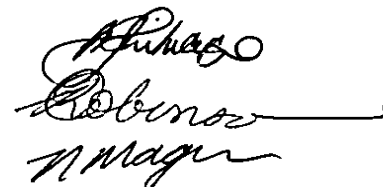
**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. **5612012**

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

- 18.1.2 exceeds 1 metre in height for the front boundary;
- 18.1.3 is constructed of materials other than brick, masonry, colour bond, lapped and capped stained timber, lapped and capped pine impregnated with copper chrome arsenate (commonly known as "treated pine") or brushwood; or
- 18.1.4 is constructed of concrete bricks and/or concrete blocks unless that fence is fixed to retaining walls and posts located on the boundary of the Lot Burdened:
  - (a) cement rendered and painted;
  - (b) coated with cement using the process commonly known as "bagging" and painted; or
  - (c) is coated using the product known as "Granasite" or "Granatex" or any in the manner recommended by the manufacturer of the product used.
- 18.2 The Owner may not seek a contribution, compensation or re-imbursement from Trustees of the Marist Brothers, Dart West Developments Pty Limited or Dart West EP Pty Limited for the cost of any fence on the boundary of the Lot Burdened.
- 18.3 The Owner of any Lot Burdened must not:
  - 18.3.1 subdivide (**Subdivision**) the Property within ten (10) years of the date of the registration of the plan of subdivision that created the Lot Burdened as a separate title unless they:
    - (a) provide all necessary plans and documents that relate to the Subdivision to Dart West Developments Pty Limited; and
    - (b) obtain the consent of Dart West Developments to the Subdivision (which may be refused or granted with conditions at the discretion of Dart West Developments Pty Limited), or
  - 18.3.2 operate, or cause to be operated, a display home within the development known as 'Gregory Hills' of which the property forms a part, for the purpose of displaying, marketing, advertising or promoting the construction of homes on lots within that development other than within the 'Gregory Hills Display Village' nominated by Dart West Developments Pty Limited from time to time.
- 18.4 The Owner of any Lot Burdened must:
  - 18.4.1 not keep on the Lot Burdened or any property or public street adjoining that Lot Burdened a truck or commercial vehicle with a weight greater than three and a half (3.5) tonnes TARE;
  - 18.4.2 not do or allow to be done any act where any street, footpath or tree in any street or property adjoining the Lot Burdened are damaged, destroyed or removed;
  - 18.4.3 keep the Lot Burdened in a clean and tidy state, free from the accumulation of rubbish including during the time between their completion of the purchase of the Lot Burdened and the construction of the Dwelling;



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

(Sheet 12 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. *56/2012*

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

- 18.4.4 not undertake any installation of radio masts, air conditioning units, satellite dishes, television antennae and garden sheds which are visible from any street adjoining the Lot Burdened;
- 18.4.5 not park any caravan, trailer, mobile home, transportable dwelling or boat in front of the front building line of the Dwelling; and
- 18.4.6 not undertake any animal breeding operation (whether commercial or otherwise on the Lot Burdened).
- 18.5 No building apart from the Dwelling and/or garden shed erected on the Lot Burdened, may be erected or permitted to remain on the Lot Burdened unless that building is of a design which compliments the Dwelling on the Lot Burdened and is constructed of the same or similar materials to those used in the relevant Dwelling.

NAME OF CORPORATION whose consent is required to release, vary or modify the restriction numbered 18 in the plan – Dart West Developments Pty Limited until Trustees of the Marist Brothers cease to own any land originally contained in Certificates of Title Folio Identifiers lot 91 & 92 in DP 1137298.

**19. Terms of positive covenant numbered 19 in the plan:**

- 1. The registered proprietor of the lots hereby burdened will in respect of the retaining wall:
  - (a) repair, maintain and replace a retaining wall within the easements for support denoted "E" & "H" on the plan of subdivision to the extent reasonably necessary to support the surface and the subsurface of the Lot Burdened, or any part of it, (**Retaining Wall**)
  - (b) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant;
  - (c) comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.
- 2. Pursuant to section 88F (3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
  - (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in 1 (c) above;

*Rebecca*  
*H Mag*

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

(Sheet 13 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. 56/2017

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

- (ii) the Council may recover from the registered proprietor in a Court of competent jurisdiction:
- (a) any expense reasonably incurred by it in exercising its powers under subparagraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the said work referred to in (i) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work;
  - (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

3. In this covenant Council means Camden Council

NAME OF AUTHORITY whose consent is required to release, vary or modify the restriction numbered 19 in the plan – Camden Council.

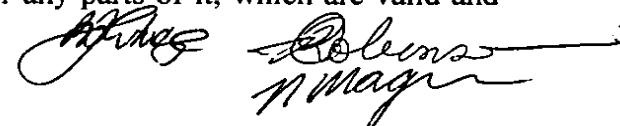
**Definitions and interpretation**

In this instrument, words beginning with a capital letter that are defined below have the corresponding meaning ascribed to them:

- (i) **Dwelling** means any dwelling erected on the Lot Burdened.
- (ii) **Lot Burdened** means any lot burdened by the relevant covenant or restriction created by this instrument
- (iii) **Owner** means the owner of the relevant Lot Burdened from time to time.

If the terms of any covenant created by this instrument, or any part of it, is found to be invalid or unenforceable then:

- (i) the terms of that covenant are to be severed from this instrument; and
- (ii) Such invalidity or unenforceability will not affect the terms of any of the other covenants created under this instrument, or any parts of it, which are valid and enforceable.



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

(Sheet 14 of 16 sheets)

**Plan:**

**DP1166236**


Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. **56/2012**

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

**Execution**

**EXECUTED by Camden Council** by its duly authorised officer in the presence of the  
person whose signature appears below

  
\_\_\_\_\_  
Witness (Signature)

**DONNA ELSON**  
\_\_\_\_\_  
Name of Witness (Print Name)

  
\_\_\_\_\_  
Authorised Officer (Signature)

**Nicole Magurran**  
\_\_\_\_\_  
Name of Authorised Officer (Print Name)



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

(Sheet 15 of 16 sheets)

**Plan:**

**DP1166236**

Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. **56/2012**

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

I certify that the person signing  
opposite, with whom I am personally  
acquainted or as to whose identity I am  
otherwise satisfied, signed the  
Instrument in my presence.

**Executed by the persons named below  
who signed this instrument on behalf of  
Trustess of the Marist Brothers pursuant  
to power of attorney dated 12 May 2008  
Registered with Land and Property  
Information (NSW) Book 4543 No. 900**

*M. Sacca*  
Witness (Signature)

Michael Sacca  
Name of Witness (Print Name)

18 McKenzie Blvd, Gregory Hills  
Address of Witness

*M. Sacca*  
Witness (Signature)

Michael Sacca  
Name of Witness (Print Name)

18 McKenzie Blvd, Gregory Hills  
Address of Witness

*Anthony Robinson*  
Attorney (Signature)

ANTHONY ROBINSON  
Name of Attorney (Print Name)

14 DRUMMOYNE AVE DRUMMOYNE  
Address of Attorney

*John Maguire*  
Attorney (Signature)

62 JOHN MAGUIRE  
Name of Attorney (Print Name)

14 DRUMMOYNE AVE DRUMMOYNE  
Address of Attorney

*John Maguire*

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

(Sheet 16 of 16 sheets)

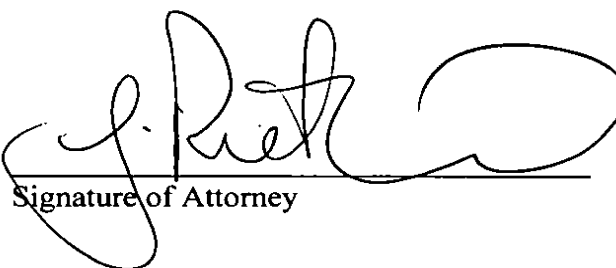
**DP1166236**

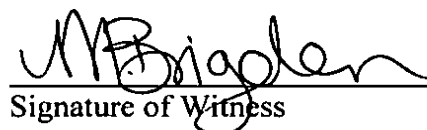
Plan of Subdivision of Lot 2177 in  
DP 1166232 and easements within  
Lot 2178 in DP 1166232 covered  
by Council's Subdivision  
Certificate No. **56/2012**

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
DRUMMOYNE NSW 2047

Signed on behalf of Endeavour Energy ABN  
59 253 130 878 by its Attorney pursuant to  
Power of Attorney Book 4613 No.641 in the  
presence of:

  
Signature of Attorney

  
Signature of Witness

Name: **Geoff Riethmuller**  
Position: **Network Property Mgr**  
Date of execution: **11-10-2012**  
Reference: **URS 12788**

**MATTHEW BRIGDEN**

Name of Witness  
C/-Endeavour Energy  
51 Huntingwood Drive,  
Huntingwood 2148

Signed at Hurstville, the **23<sup>rd</sup>** day of  
**October** **2012** for Commonwealth  
Bank of Australia A.C.N. 123 123 124 by  
its duly appointed Attorney under Power  
of Attorney Book **4548** No. **494**

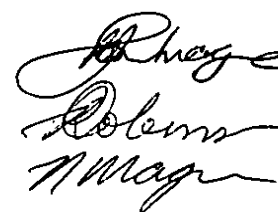
**Witness:**

**P.O.A 14-7-2008**

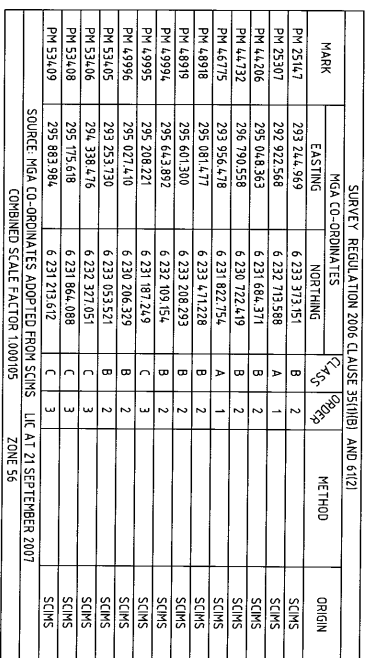
  
Mary Tchamkertenian  
Account Manager  
Corporate Financial Services  
Sydney South



**Ruth Chan**  
Relationship Manager





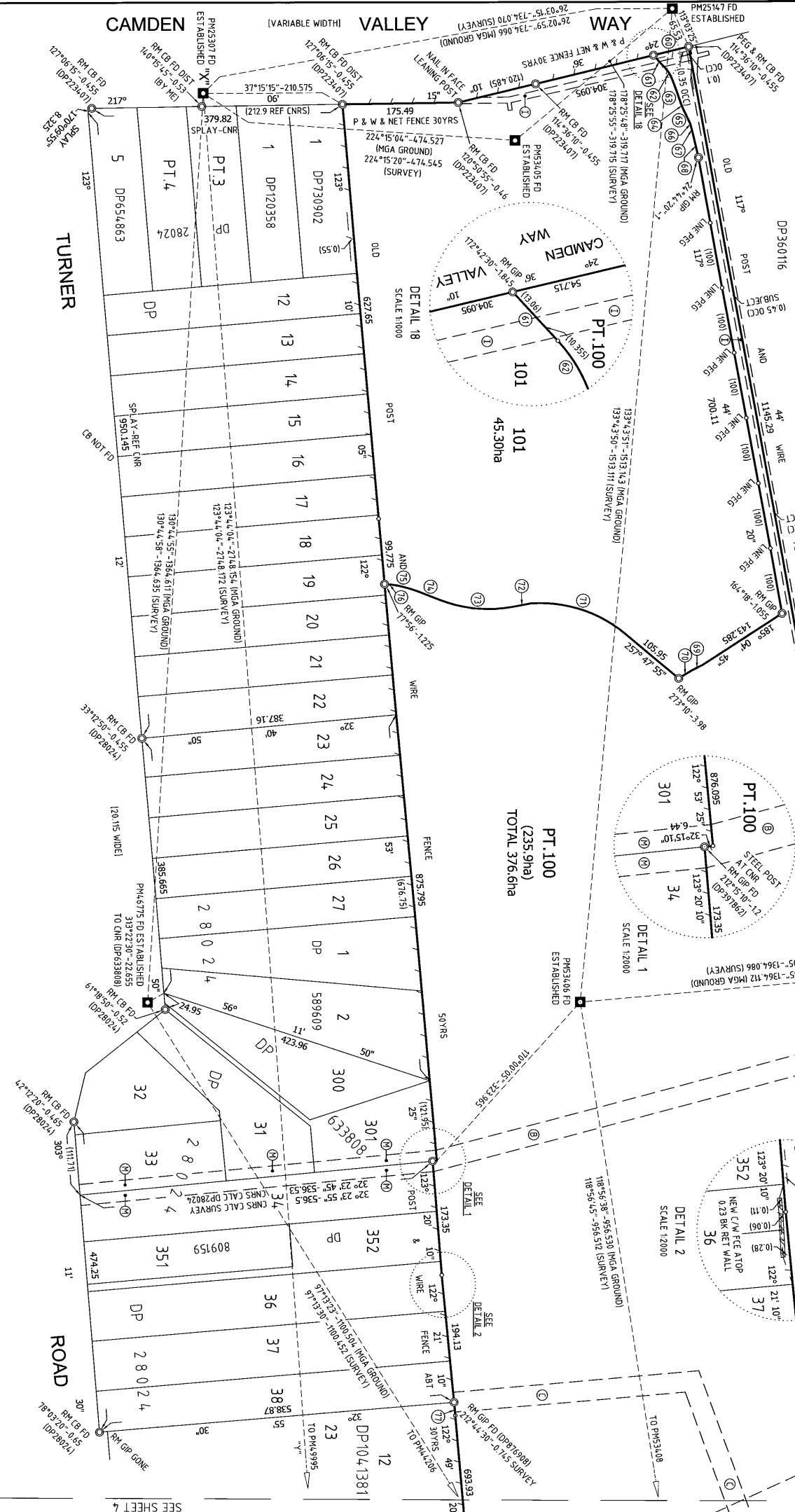


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SCHEDULE OF SHORT & CURVED LINES				SCHEDULE OF SHORT & CURVED LINES			
N°	BEARING	DISTANCE	ARC	N°	BEARING	DISTANCE	ARC
60	24° 36' 10"	54.715		69	191° 39' 20"	18.855	
61	65° 21' 00"	25.075		70	186° 19' 45"	22.435	
62	96° 07' 45"	21.35		71	235° 59' 00"	16.655	
63	108° 24' 05"	37.14		72	207° 41' 30"	30.555	
64	106° 11' 20"	7.825		73	223° 23' 55"	108.29	
65	102° 17' 00"	2.805		74	239° 06' 25"	39.18	
66	107° 45' 05"	2.4		75	230° 02' 50"	4.724	
67	113° 53' 45"	15.18		76	220° 59' 15"	2.45	
68	114° 57' 10"	35.595		77	127° 22' 20"	20.31	

REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS



**Surveyor:** STEPHEN JAMES ABBOTT  
**Date of Survey:** 12th OCTOBER 2007  
**Surveyor's Ref:** 58400

**PLAN OF SUBDIVISION OF LOT 1 IN DP869045 AND LOT 212 IN DP801679**

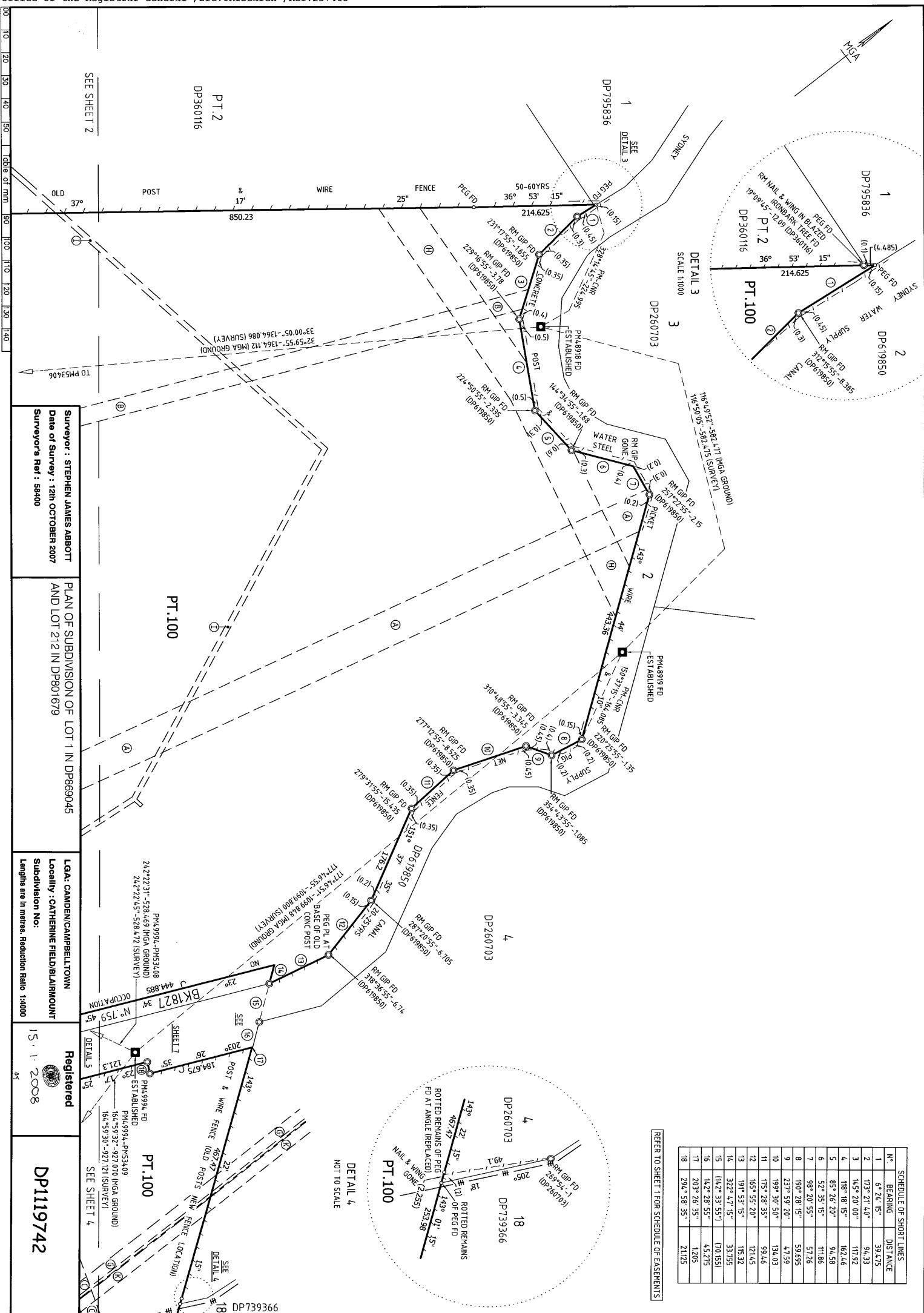
**LGA:** CAMDEN/CAMPBELLTOWN  
**Locality:** CATHERINE FIELD/BLAIRMOUNT  
**Subdivision No:**  
**Lengths are in metres. Reduction Ratio 1:4000**

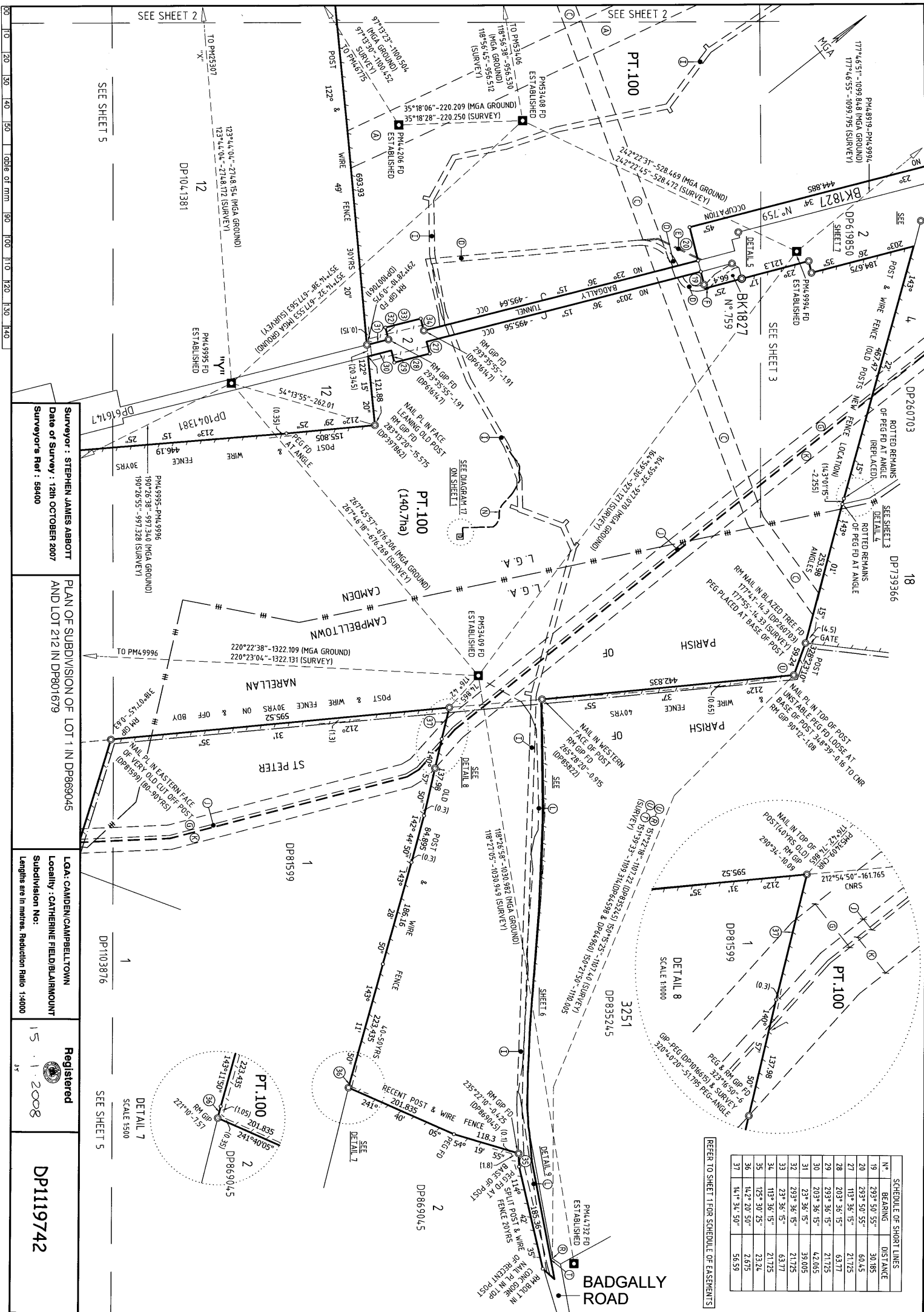
**Registered**  
**15.1.2008**

**DP1119742**

SCHEDULE OF SHORT LINES		
N <sup>o</sup> .	BEARING	DISTANCE
1	6° 24' 15"	39.4/5
2	173° 27' 20"	17.9/2
3	445° 20' 40"	114.32
4	118° 18' 15"	162.6/6
5	85° 28' 20"	94.5/8
6	52° 35' 15"	111.86
7	98° 20' 55"	517.6
8	190° 28' 15"	59.6/5
9	231° 50' 20"	47.5/9
10	399° 37' 50"	134.0/3
11	175° 28' 35"	99.6/6
12	165° 55' 20"	121.4/5
13	191° 53' 15"	115.3/2
14	322° 4' 15"	33.7/5
15	142° 33' 55"	170.5/5
16	142° 28' 55"	4.5/25
17	203° 24' 35"	12.05
18	294° 58' 35"	21.7/5

**REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS**







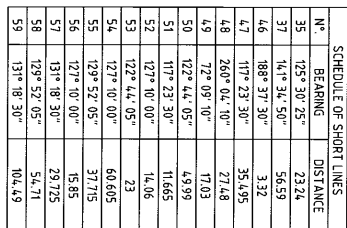
Surveyor: STEPHEN JAMES ABBOTT  
 Date of Survey: 12th OCTOBER 2007  
 Surveyor's Ref: 58400

PLAN OF SUBDIVISION OF LOT 1 IN DP869045  
 AND LOT 212 IN DP801679

LGA: CAMDEN/CAMPBELLTOWN  
 Locality: CATHERINE FIELD/BLAIRMOUNT  
 Subdivision No:

Registered  
 15.1.2008

DP1119742

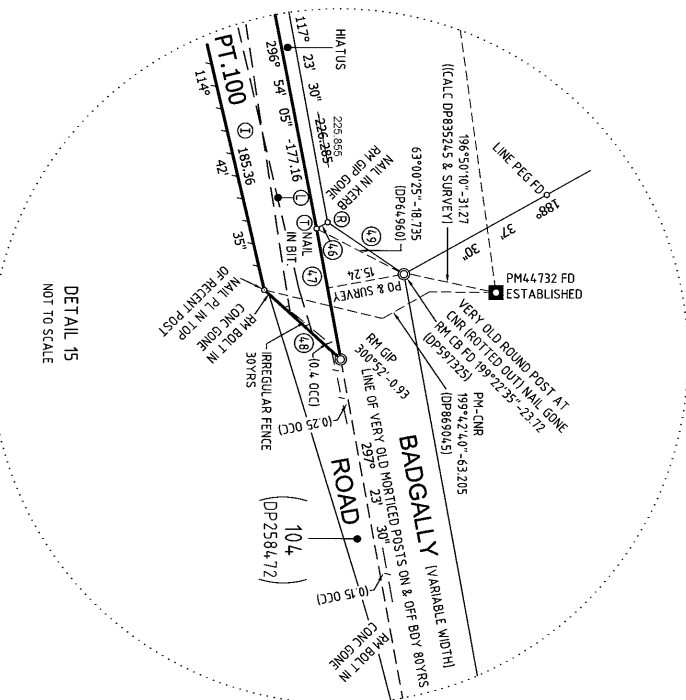
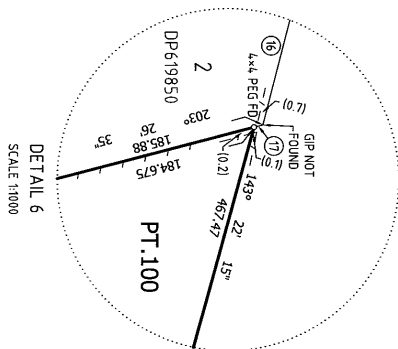


DETAIL 14  
NOT TO SCALE

DP1119742



REFER TO SHEET 1 FOR SCHEDULE OF EASEMENTS



DP1119742

# DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. Restriction on the use of land.

## DP1119742

Registered: 15.1.2008



Title System: Torrens

Purpose: Subdivision

**PLAN OF SUBDIVISION OF LOT 1 IN DP 869045 AND LOT 212 IN DP 801679**

**CAMPBELLTOWN CITY COUNCIL  
ACCEPTED**

*Brendan Leo*

GENERAL MANAGER/AUTHORISED PERSON

LGA: Camden/Campbelltown

Locality: Catherine Field/Blairmount

Parish: Narellan/St Peter

County: Cumberland

Surveying Regulation, 2006

I, **STEPHEN JAMES ABBOTT**  
of Lean Lackenby & Hayward L'pool Pty Limited  
a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 12<sup>th</sup> October 2007

The survey relates to Lots 100 and 101  
(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *Stephen Abbott* Dated: 12/10/07  
Surveyor registered under the *Surveying Act, 2002*

Datum Line: X - Y  
Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP28024, DP30517, DP34084, DP34087, DP34088,  
DP62607, DP63391, DP64596, DP64960, DP81599,  
DP85822, DP123066, DP175140, DP223407,  
DP258472, DP260703, DP263187, DP269184,  
DP360116, DP397862, DP416709, DP419143,  
DP444543, DP499001, DP499057, DP545362,

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE:  
58400/CHECKLIST/REPORT2007M7100(1354)Additional Sheets

Use PLAN FORM 6A  
for additional certificates, signatures, seals and statements

**Crown Lands NSW/Western Lands Office Approval**

I.....in approving this plan certify  
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature:.....

Date:.....

File Number:.....

Office:.....

**Subdivision Certificate**

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed Subdivision set out herein  
(insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council

Date of Endorsement: 12 Nov 2007

Accreditation no: .....

Subdivision Certificate no: 5112007

File no: 1300-1490

\* Delete whichever is inapplicable.

\* OFFICE USE ONLY

PLAN FORM 6A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

## DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 1 IN DP 869045 AND  
LOT 212 IN DP 801679

DP1119742

Registered: 15.1.2008



J

Subdivision Certificate No: 51/2007

Date of Endorsement:

12 Nov 2007

## Plans used in the preparation of survey (continued):

DP551479, DP589609, DP591981, DP597325, DP615921, DP616147, DP619850, DP633808, DP636487,  
DP648267, DP649367, DP717215, DP739366, DP793150, DP801679, DP806651, DP809159, DP810338,  
DP835245, DP869045, DP876908, DP910744, DP1004795, DP1007061, DP1010343, DP1011295, DP1016615,  
DP1018098, DP1018710, DP1019100, DP 1019708, DP1041290, DP1041381, DP1042471, DP1087582,  
DP1103876, C8057<sup>3000</sup>

THE COMMON SEAL of the body corporate called **TRUSTEES OF  
THE MARIST BROTHERS** ABN 91 064 875 510 was affixed in the  
presence of the Provincial and two other Members of the Body  
Corporate all of whom have signed below

Authority: Roman Catholic Church Communities' Lands Act 1942 (sec.7)

Signature of authorised person:

Name of authorised person: *JEFFREY CROWE*

Office Held: Provincial

Signature of authorised person:

Name of authorised person: *PETER CORR*

Office Held: Member



Signature of authorised person:

Name of authorised person: *GRAHAM NEIST*

Office Held: Member

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.**

Plan: 51/2007

**DP1119742**

(Sheet 1 of 1 sheet)

Plan of subdivision of Lot 1 in  
DP 869045 and Lot 212 in DP  
801679 covered by Subdivision  
Certificate No. 51/2007.

**Full name and address  
of the owner of the land:**

Trustees of the Marist Brothers  
14 Drummoyne Avenue  
Drummoyne 2047

**Part 1 (Creation)**

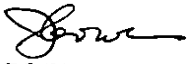
Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the use of land.	100	Camden Council

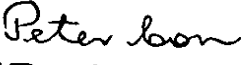
**Part 2 (Terms)**



**Terms of restriction on the use of land numbered 1 in the plan:**

There shall be no direct vehicular access to or from the land hereby burdened on to Camden Valley Way.

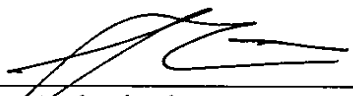
THE COMMON SEAL of the body corporate called **TRUSTEES OF THE MARIST BROTHERS** ABN 91 064 875 510 was affixed in the presence of the Provincial and two other Members of the Body Corporate all of whom have signed below  
Authority: Roman Catholic Church Communities' Lands Act 1942 (sec.7)

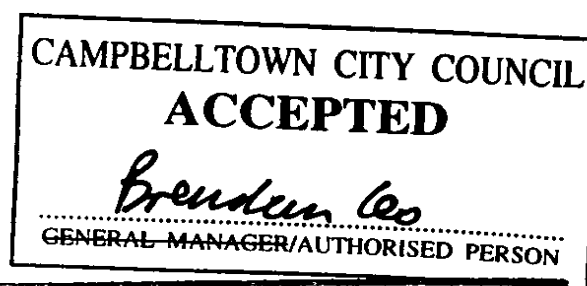
Signature of authorised person:   
Name of authorised person: **JEFFREY CROWE**  
Office Held: Provincial

Signature of authorised person:   
Name of authorised person: **PETER CORR**  
Office Held: Member

  
Signature of authorised person:   
Name of authorised person: **GRAHAM NEIST**  
Office Held: Member

Approved by the Council of Camden

  
Authorised person



**PLANNING CERTIFICATE UNDER  
SECTION 10.7  
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979**

**APPLICANT:** Meehans Solicitors  
171-179 Queen Street  
Campbelltown 2560

Certificate number: 20234308  
Reference number: 1314888  
Certificate issue date: 01/07/2025  
Certificate fee: \$71.00  
Applicant's reference: AL:JJ:147671 Aoun  
Property number: 1161639  
Applicant's email: property@meehans.com.au

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 2329 DP: 1166236  
Address: **16 Freedom Street GREGORY HILLS NSW 2557**

**BACKGROUND INFORMATION**

This certificate provides information on how a property (such as land, a house, commercial building, etc.,) may be used and the limits on its development. The certificate contains information Council is aware of through records and environmental plans with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the Environmental Planning and Assessment Act 1979 (the Act).



## **1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS**

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

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

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—

(a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

(b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section—

*proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

### **STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Exempt and Complying Development Codes) 2008

SEPP (Housing) 2021

SEPP (Planning Systems) 2021

SEPP (Biodiversity and Conservation) 2021

SEPP (Resilience and Hazards) 2021

SEPP (Transport and Infrastructure) 2021

SEPP (Industry and Employment) 2021

SEPP (Resources and Energy) 2021

SEPP (Primary Production) 2021

SEPP (Precincts - Western Parkland City) 2021

SEPP (Sustainable Buildings) 2022

**Note:** The above SEPPs may apply subject to the relevant criteria and requirements as listed in each chapter of the policies.

### **LOCAL ENVIRONMENTAL PLANS (LEPs)**

The land is not within a Local Environmental Plan.





## **DEVELOPMENT CONTROL PLANS (DCPs)**

Turner Road Precinct Development Control Plan 2007, as amended

## **PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)**

SEPP (Housing) 2021 - Proposed amendments - manufactured home estates, caravan parks and camping grounds

SEPP (Transport and Infrastructure) 2021 – Proposed amendments – temporary uses in future infrastructure corridors; improving planning processes to deliver infrastructure faster

SEPP (Exempt and Complying Development Codes) 2008 - Proposed amendments – outdoor dining on private land and at registered clubs; complying development for farm buildings, rural sheds and earthworks; Cultural SEPP (proposed changes to support events and activities)

SEPP (Biodiversity and Conservation) 2021 – Proposed amendments - changes to deter illegal tree and vegetation clearing

## **PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)**

No.

## **DRAFT DEVELOPMENT CONTROL PLANS (DCPs)**

Draft Turner Road Precinct DCP – Housekeeping Amendment

**Note:** The above draft SEPPs, draft LEPs or draft DCPs may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

## **2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS**

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

(a) ZONE R1 GENERAL RESIDENTIAL - ORAN PARK AND TURNER ROAD PRECINCT PLAN

(b) In this zone, development for the following purposes is -

(i) Permitted without consent

Nil

(ii) Permitted with consent

Any other development not specified in item (i) or (iii)

(iii) Prohibited

Agriculture; Airports; Airstrips; Biosolid waste applications; Bulky goods premises; Business premises; Car parks; Cemeteries; Correctional centres; Crematoria; Dairies (pasture-based); Depots; Entertainment facilities; Extractive industries; Farm buildings; Freight transport facilities; Function centres (other than those within recreation areas or operated in conjunction with recreation areas or recreation facilities);



Hazardous storage establishments; Helipads; Heliports; Home occupations (sex services); Industrial retail outlets; Industries; Landscape and garden supplies; Liquid fuel depots; Manor homes; Materials recycling or recovery centres; Mines; Mortuaries; Offensive storage establishments; Office premises; Passenger transport facilities; Public administration buildings; Registered clubs; Retail premises (other than neighbourhood shops and other than kiosks, markets, restaurants or take away food and drink premises within recreation areas or operated in conjunction with recreation areas or recreation facilities); Restricted premises; Restriction facilities; Roadside stalls; Rural industries; Rural workers' dwellings; Sawmill or log processing works; Service stations; Sewage treatment works; Sex services premises; Stock and sale yards; Storage premises; Timber and building supplies; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Warehouse or distribution centres; Waste disposal land fill operations; Waste management facilities; Wholesale supplies

(c) Whether additional permitted uses apply to the land,

No.

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

R1 General Residential:

Oran Park and Turner Road Precinct Plan, Section 4.1A, fixes a minimum 300m<sup>2</sup> for the erection of a dwelling house; however, exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m<sup>2</sup> and minimum 225m<sup>2</sup>

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

No.

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

No.

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

No.

### 3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 –



(a) the name of the region

No

(b) the name of the Ministerial planning order in which the region is identified

No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

*continued 7.23 determination* means a 7.23 determination that—

- (a) has been continued in force by the Act, Schedule 4, Part 1, and
- (b) has not been repealed as provided by that part.

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

#### 4 COMPLYING DEVELOPMENT

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

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

(3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

(4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

#### HOUSING CODE

Complying development MAY be carried out on the land

#### RURAL HOUSING CODE



Complying development MAY be carried out on the land.

## **LOW RISE HOUSING DIVERSITY CODE**

Complying development MAY be carried out on the land.

**Note:** Under clause 1.19(3B) of the SEPP (Exempt and Complying Development Codes) 2008, development specified in the Low Rise Housing Diversity Code is not complying development under that code if the development is—

(a) for the purposes of dual occupancies, and

(b) carried out on land in Zone R2 Low Density Residential, and

(c) permitted with development consent under SEPP (Housing) 2021, Chapter 3, Part 12 but not under another environmental planning instrument.

## **AGRITOURISM AND FARM STAY ACCOMMODATION CODE**

Complying development MAY be carried out on the land

## **GREENFIELD HOUSING CODE**

Complying development MAY be carried out on the land.

**Note:** The Greenfield Housing Code only applies to certain land within the Camden Local Government Area. Under Clause 3C.1 of the SEPP (Exempt and Complying Development Codes) 2008, the code applies to land identified within the Greenfield Housing Code Area, as shown on the Greenfield Housing Code Area Maps.

## **INLAND CODE**

The Inland Code does not apply to the Camden Local Government Area.

## **HOUSING ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **GENERAL DEVELOPMENT CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS ALTERATIONS CODE**

Complying development MAY be carried out on the land.

## **INDUSTRIAL AND BUSINESS NEW BUILDINGS CODE**

Complying development MAY be carried out on the land.

## **CONTAINER RECYCLING FACILITIES CODE**



Complying development MAY be carried out on the land.

## **SUBDIVISIONS CODE**

Complying development MAY be carried out on the land.

## **DEMOLITION CODE**

Complying development MAY be carried out on the land.

## **FIRE SAFETY CODE**

Complying development MAY be carried out on the land.

Where complying development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

## **5 EXEMPT DEVELOPMENT**

(1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.

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

(3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—

(a) a restriction applies to the land, but it may not apply to all of the land, and

(b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

(4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

## **GENERAL EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

## **ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE**

Exempt development MAY be carried out on the land

## **TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE**



Exempt development MAY be carried out on the land

Where exempt development MAY be carried out, on land not affected by exclusions, it is subject to the requirements and standards of the SEPP and the relevant Codes, including requirements relating to the zoning of the land.

## **6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

## **7 LAND RESERVED FOR ACQUISITION**

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

No.

## **8 ROAD WIDENING AND ROAD REALIGNMENT**

Whether the land is affected by road widening or road realignment under—

- (a) the Roads Act 1993, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

No.

## **9 FLOOD RELATED DEVELOPMENT CONTROLS**



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

No response required

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

No response required

(3) In this section—

*flood planning area* has the same meaning as in the Flood Risk Management Manual.

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

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

## **10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

(1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(2) In this section—

*adopted policy* means a policy adopted—

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

### **LAND SLIP**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of landslip.

### **BUSH FIRE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of bushfire.

### **TIDAL INUNDATION**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of tidal inundation.





## **SUBSIDENCE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of subsidence.

## **ACID SULFATE SOILS**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of acid sulfate soils.

## **CONTAMINATION**

Council's policy 'Management of Contaminated Lands' applies to the whole of the council area and may restrict, development of land. The policy is implemented when zoning or land use changes are proposed, or when further development is proposed, where land has been used for contaminating or potentially contaminating activities, including those activities listed in schedule 1 of the policy. A copy of the policy is available on Council's website.

## **AIRCRAFT NOISE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of aircraft noise.

## **SALINITY**

There are requirements for salinity and salinity assessment for specific types of development within the Camden local government area. This includes mandatory building requirements, unless other requirements are identified in any site specific salinity risk assessment or salinity management plan applying to the land. Please refer to the requirements in the relevant Development Control Plan that applies to the land.

## **COASTAL HAZARDS**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of coastal hazards.

## **SEA LEVEL RISE**

The subject land is not affected by a policy adopted by the Council or with Council being notified of a policy adopted by any other public authority that restricts the development of the subject land because of the likelihood of sea level rise.

## **11 BUSH FIRE PRONE LAND**

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.



(2) If none of the land is bush fire prone land, a statement to that effect.

No.

## **12 LOOSE-FILL ASBESTOS INSULATION**

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

No.

## **13 MINE SUBSIDENCE**

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

No.

## **14 PAPER SUBDIVISION INFORMATION**

(1) The name of a development plan adopted by a relevant authority that—

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

(2) The date of a subdivision order that applies to the land.

(3) Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Act, Schedule 7.

Not Applicable

## **15 PROPERTY VEGETATION PLANS**

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

No.

## **16 BIODIVERSITY STEWARDSHIP SITES**

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



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

No.

## **17 BIODIVERSITY CERTIFIED LAND**

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

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

All or part of the subject land is biodiversity certified land, under Part 8 of the Biodiversity Conservation Act 2016, or under Part 7AA and/or Schedule 7 Part 7 of the Threatened Species Conservation Act 1995, which remain in force under the Biodiversity Conservation (Savings and Transitional) Regulation 2017.

For more information about biodiversity certification, and the extent of the property that is certified, please visit: [www.camden.nsw.gov.au/environment/biodiversity](http://www.camden.nsw.gov.au/environment/biodiversity)

## **18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

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

No.

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

Not Applicable.

## **20 WESTERN SYDNEY AEROTROPOLIS**

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

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,

No.

(b) or shown on the Lighting Intensity and Wind Shear Map,

No.

(c) or shown on the Obstacle Limitation Surface Map,

No.

(d) or in the “public safety area” on the Public Safety Area Map,

No.

(e) or in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

No.

## **21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING**

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

No.

## **22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

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

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

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

No.

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

No.

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

No.

(4) In this section—

*former site compatibility certificate* means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

## **23 WATER OR SEWERAGE SERVICES**



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

Not applicable.

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

## **MATTERS PRESCRIBED BY SECTION 59 (2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997**

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.

## **DISCLAIMER AND CAUTION**



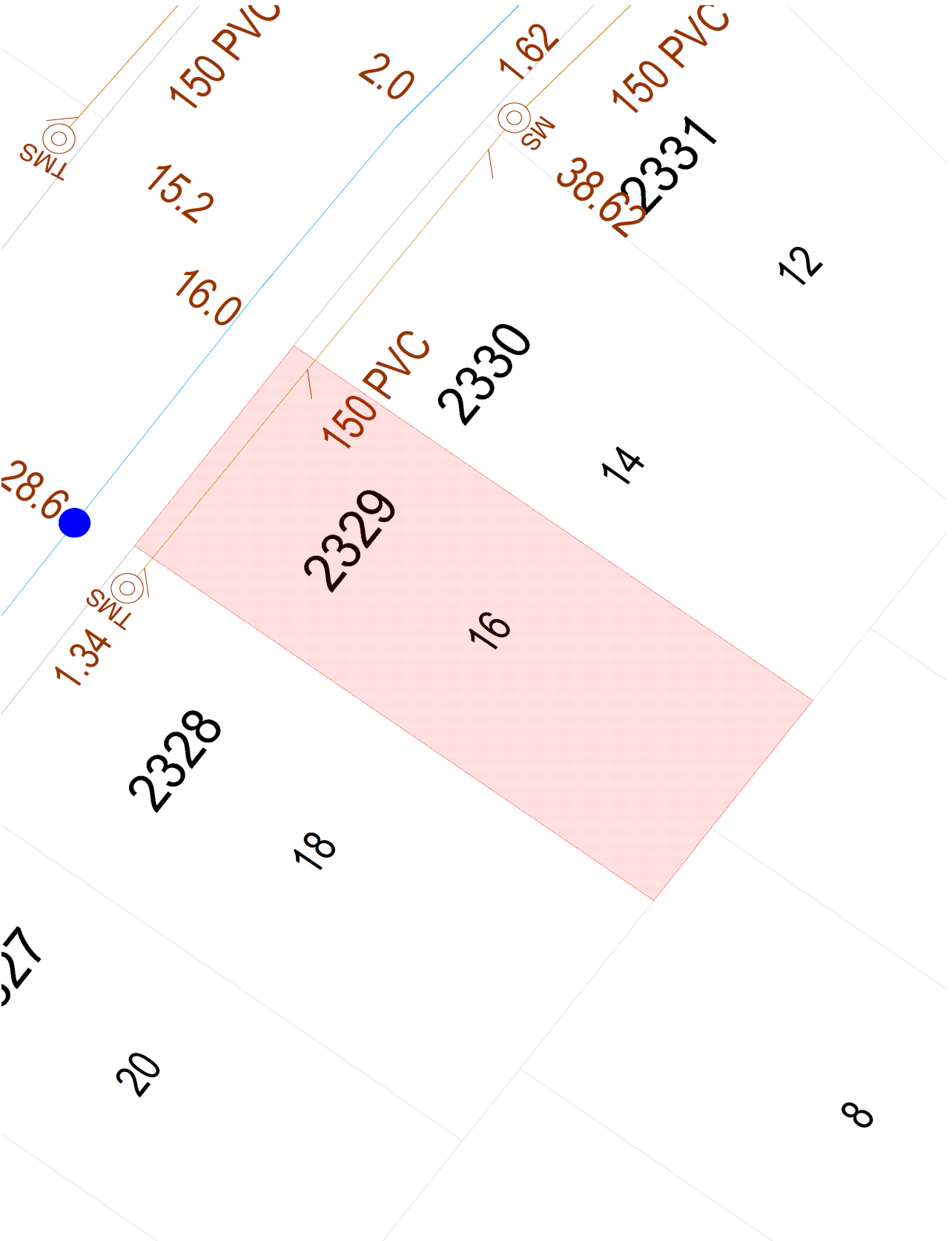
The information on zones, controls etc., given above relates to the land for which the certificate was sought. If enquirers wish to know what zones, other controls, etc., apply or are proposed on nearby land then they should make enquiries in person at Council's offices.

The information contained in this certificate is accurate as at the date of this certificate.

In providing this certificate Council has in good faith relied upon information provided to it or sourced from third parties. Where Council has obtained the information from third parties, either exclusively or in conjunction with information held by Council, the Certificate details the source of that third party information. Council cautions persons against relying upon information in the Certificate sourced from third parties as to its accuracy, applicability to specific lands and its currency without verification from the specified third party and, where appropriate, professional advice and the adoption of prudent land acquisition measures and appropriate professional advice. To the full extent permitted by law Council disclaims liability with respect to any information in this Certificate sourced from third parties.

**Andrew Carfield**  
General Manager

Service Location Print  
Application Number: 8004422650



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# Asset Information

## Legend

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

## Pipe Types

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

## Further Information

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

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

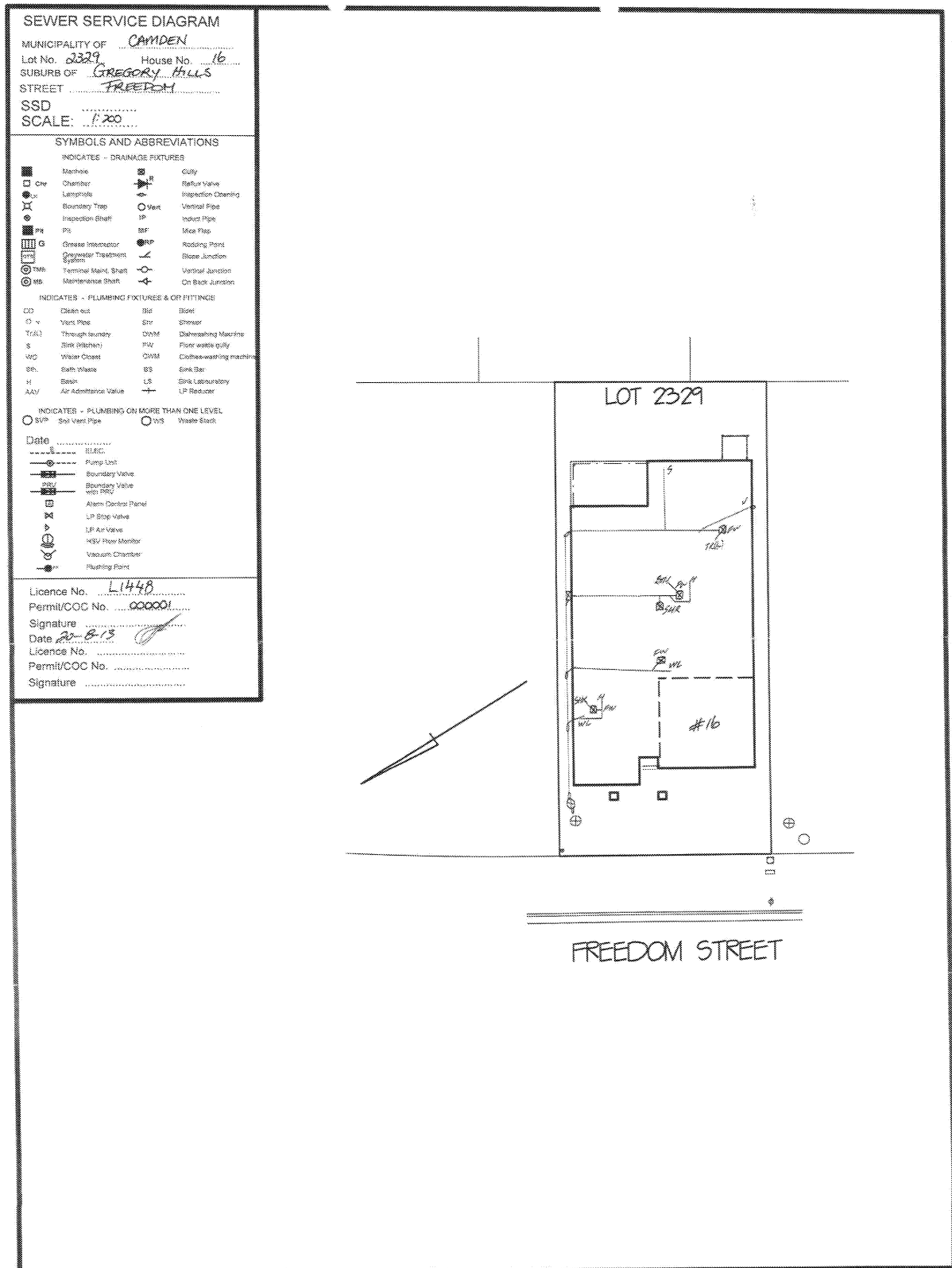
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8004422649



PDF created with pdfFactory trial version [www.pdffactory.com](http://www.pdffactory.com)

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## Disclaimer

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

**Ray White**

305 Camden Valley Way,  
Narellan, NSW 2567

P: 02 4634 5777

ABN: 61 228 448 233



# Residential Tenancy Agreement

for

16 Freedom St, Gregory Hills NSW 2557

This agreement is between **Ahmad Aoun, Nevenka Aoun**  
and **Lauren O'halloran, Aaron Smith**.



Standard form from 28 September 2020

# Residential tenancy agreement

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

## IMPORTANT INFORMATION

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

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

THIS AGREEMENT IS MADE ON

Tue 04/02/2025

AT

15:40

## BETWEEN

Landlord Name (1):

Ahmad Aoun

Landlord Name (2):

Nevenka Aoun

Landlord telephone number or other contact details:

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

-

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

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

305 Camden Valley Way

Suburb:

Narellan

State:

NSW

Postcode:

2567

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

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

Address for service of notices (if different to address of residential premises):

Suburb:

State:

Postcode:

Contact details:

**Landlord's agent details:** [If applicable]

Agent name:

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

Suburb:

State:

Postcode:

Contact details: [This must include a telephone number]:

**Tenant's agent details:** [If applicable]

Agent name:

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

Suburb:

State:

Postcode:

Contact details:

**Term of agreement**

The term of this agreement is –

☐ 6 months☐ 12 months☐ 2 years☐ 3 years☐ 5 years☒ Other (please specify)☐ Periodic (no end date)starting on  and ending on  [Cross out if not applicable]**Note:** For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900**Residential premises**

The residential premises are [Insert address]:

The residential premises include:

[Insert any inclusions, for example a parking space or furniture provided. Attach additional pages if necessary.]

## Rent:

The rent is \$  per  payable in advance starting on

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

The method by which the rent must be paid:

(a) Electronic Funds Transfer (EFT) into the following account, or any other account nominated by the landlord:

BSB number:

account number:

account name:

payment reference:

, or

(b) to  at  by cash, or

(c) as follows:

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

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

A rental bond of \$  must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

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

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

## IMPORTANT INFORMATION

### Maximum number of occupants

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

## Urgent repairs

Nominated tradespeople for urgent repairs:

<b>Plumbing &amp; Gas:</b>	Name: Arco Plumbing	Tel: 0423 695 245
<b>Plumbing &amp; Gas:</b>	Name: JMW Plumbing	Tel: 02 4655 2379
<b>Air Conditioning:</b>	Name: AL Air & Refridgeration	Tel: 0466 881 173
<b>Electrical:</b>	Name: Campbelltown Electrical	Tel: 0425 282 244
<b>Handyman Builder:</b>	Name: JARK Industries	Tel: 02 4655 5444
<b>Beeping Smoke Alarms:</b>	Name: Smoke Alarms Aus	Tel: 1300 652 213
<b>Electrical:</b>	Name: Crown Electrical	Tel: 02 4647 4111

## Water usage

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

☒ Yes ☐ No

If yes, see clauses 12 and 13.

## Utilities

Is **electricity** supplied to the premises from an embedded network?

☐ Yes ☒ No

Is **gas** supplied to the premises from an embedded network?

☐ Yes ☒ No

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

## Smoke alarms

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

☐ Hardwired smoke alarms

☒ Battery operated smoke alarms

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

☒ Yes ☐ No

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

9 volt

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

☐ Yes ☒ No

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

-

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

☐ Yes ☒ No

## Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises

☐ Yes ☒ No

If yes, see clauses 38 and 39.

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



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

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

## Landlord

Does the landlord give express consent to the electronic service of notices and documents?

☒ Yes ☐ No

If yes, see clause 50.

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

☒ Yes

Renee Bligh: renee.bligh@raywhite.com

☐ No

## Tenant

Does the tenant give express consent to the electronic service of notices and documents?

Tenant consents to electronic service of notices ☒ YES ☐ NO

If yes, see clause 50.

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

## Condition report

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

## Tenancy laws

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

# The Agreement

## RIGHT TO OCCUPY THE PREMISES

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

## COPY OF AGREEMENT

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

## RENT

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

purpose of any amount payable by the tenant other than rent, and

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

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

## RENT INCREASES

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

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

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
  - 7.1 that the increased rent is payable from the day specified in the notice, and
  - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
  - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

## RENT REDUCTIONS

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

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

### **10. The landlord agrees to pay:**

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

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

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

- 10.4** the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5** all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6** all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7** all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8** all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises

are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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

### **11. The tenant agrees to pay:**

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

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

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

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

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

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

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

## POSSESSION OF THE PREMISES

**14. The landlord agrees:**

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

## TENANT'S RIGHT TO QUIET ENJOYMENT

**15. The landlord agrees:**

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

## USE OF THE PREMISES BY TENANT

**16. The tenant agrees:**

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

**17. The tenant agrees:**

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

**18. The tenant agrees,** when this agreement ends

and before giving vacant possession of the premises to the landlord:

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

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

## LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

### 19. The landlord agrees:

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

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

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

infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

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

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

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

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

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

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

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

- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or

omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

## URGENT REPAIRS

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

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

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

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

## SALE OF THE PREMISES

### 21. The landlord agrees:

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

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

### 23. The landlord and tenant agree:

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

## LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at

least 2 days notice each time,

- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's

agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

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

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

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

## FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

### 30. The tenant agrees:

- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing

the fixture or compensate the landlord for the reasonable cost of repair.

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

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

## LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**

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

- 33. The tenant agrees:**

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

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

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

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

## TRANSFER OF TENANCY OR SUB-LETTING

- 35. The landlord and tenant agree that:**

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

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

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

## CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

- 37. The landlord agrees:**

- 37.1** if the name and telephone number or contact details of the landlord change, to give the



tenant notice in writing of the change within 14 days, and

- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with: landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

## COPY OF CERTAIN BY-LAWS TO BE PROVIDED

*[Cross out clauses if not applicable]*

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

## MITIGATION OF LOSS

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

## RENTAL BOND

*[Cross out clauses if no rental bond is payable]*

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

## SMOKE ALARMS

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

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

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

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

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

#### 43. The tenant agrees:

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

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

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

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

## SWIMMING POOLS

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

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

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

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

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

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

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

## LOOSE-FILL ASBESTOS INSULATION

#### 47. The landlord agrees:

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

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

## COMBUSTIBLE CLADDING

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

**48.1** that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire

safety order, has been issued requiring rectification of the building regarding external combustible cladding,

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

## SIGNIFICANT HEALTH OR SAFETY RISKS

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

## ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

### 50. The landlord and tenant agree:

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

## BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

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

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

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

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

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

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

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

## ADDITIONAL TERMS - PETS

*[Cross out clauses if not applicable]*

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

1 x dog

**54. The tenant agrees:**

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

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

Insert any other agreed additional terms here. Attach a separate page if necessary.

### 1. SC 1 - Smoke Alarm Testing

Once per month, the tenant agrees to test the operation of the battery operated smoke alarms and notify the agent if they fail to operate.

### 2. SC 2 - Temporary Swimming Pools

The tenant is prohibited from erecting any type of swimming/wading pool, spa, pond or water feature which exceeds 30cm in depth. Doing so is a breach of the Residential Tenancies Act 2010, The Swimming Pools Act 2013 and will result in the termination of the tenancy agreement.

### 3. SC 3 - Telephone & Internet Services

The tenant agrees:

- i. to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and

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

### 4. SC 4 - Tenant's Insurance

It is recommended that the tenant takes out their own contents insurance to ensure they are adequately covered. Landlord's building insurance does not cover tenants possessions for fire, flood damage, accidental damage.

### 5. SC 5 - Smoking

Smoking inside any part of the residential premises is strictly prohibited.

### 6. SC 6 - Air Conditioning

The tenant is responsible for cleaning the air conditioning filters, the grills and covers regularly to remove dust build-up.

### 7. SC 7 - Parking

All vehicles (including cars, trucks, trailers etc) are to be parked in the designated areas, as per the front page of this agreement. Vehicles are not to be parked on lawns, nature strips or any grassed areas.

### 8. SC 8 - DEFT

Rent should be paid using the DEFT Payment system, using the reference number provided with your lease. Bank charges will apply for dishonours at a cost of \$35.00. This is to be due with your next rental payment.

### 9. SC 9 - Fireplaces

Fires are only permitted in the house within the fireplaces provided and proper care, supervision and safety must be taken. The cover screen for open fireplaces must be used when a fire is lit. Soot must be cleared on a regular basis.

## 10. SC 10 - Pets

Except to the extent that another term of this agreement expressly permits the tenant to do so, the tenant must not keep, or permit to be kept, any animals on the residential premises.

## 11. SC 11 - Blind cords

The tenant agrees not to remove any safety labels attached to window coverings / blind cords.

## 12. SC 12 - Portable Stoves

Portable gas or butane stoves or other similar cooking or heating appliances are not to be used inside the residential premises at any time.

## 13. SC 13 - Lawns

The tenant agrees to regularly move the lawns and keep the grounds and gardens tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement.

## 14. SC 14 - Granny Flat Construction

The parties to this Residential Tenancy Agreement agree to the construction of a Granny Flat, and agree to the following conditions:

1. The Landlord will provide the tenant/s not less than 14 days' notice prior to commencement of any works at the premises, and at the time of providing notice, will provide an estimate of the total construction period
2. The Tenant/s agree that they have been made aware prior to signing the Residential Tenancy Agreement, that the Landlord intends to construct a Granny Flat dwelling in the backyard of the rented premises during the tenancy
3. Any area/s subject to construction will be adequately fenced off for safety purposes, and the Tenant/s acknowledge and agree that access to part/s of the rented premises may be limited during construction
4. The Tenant/s acknowledge and agree that the use of water and/or electricity may be required during the proposed construction period
4. Access to the premises and construction works are limited to operating between 8.00am - 5.00pm, Monday - Friday, unless otherwise agreed to in writing by the tenant/s
5. The Tenant/s agree to not cause or permit interference of construction or works, throughout the construction period

## 15. Special Condition 1

Once per month, the tenant agrees to test the operation of the batteryoperated smoke alarms & notify the agent if they fail to operate.

## 16. Special Condition 2

The tenant is prohibited from erecting any type of swimming/wading pool, spa, pond or water feature which exceeds 30cm in depth. This is a breach of the RTA 2010 & the Swimming Pools Act 2013 and will result in the termination of the tenancy agreement & could incur fines from government bodies.

## 17. Special Condition 3:

The availability of telephone line, internet services, analogue, digital or cable television (and adequacy of such services) is the sole responsibility of the tenant &

you should make your own enquiries into the adequacy of the services as per Sections 58 - 58.2 of the agreement.

## 18. Special Condition 4

The agent recommends that the tenant takes out their own contents insurance to ensure they are adequately covered. Landlord's building insurance does not cover tenants possessions for fire, flood damage, accidental damage.

## 19. Special Condition 5

Should the tenant wish to break the lease, a break lease fee is payable as per section 51 of this agreement. This is non-negotiable.

## 20. Special Condition 6

The property can be placed on the market for sale. Should the property be placed on the sales market during the tenancy, the tenant & landlord must comply with the terms set out in section 21 - 23.2 of the agreement.

## 21. Special Condition 7

The inside of the premises is STRICTLY non-smoking. All smoking must be conducted outside the home and away from open doors/windows and cigarette butts disposed of in a proper manner.

## 22. Special Condition 8

The tenant is responsible for washing the air conditioning filters and wiping clean the grills and covers regularly to remove dust build-up.

## 23. Special Condition 9

All vehicles (including cars, trucks, trailers etc) are to be parked in the designated areas, as per the front page of this agreement. Vehicles are not to be parked on lawns, nature strips or any grassed areas.

## 24. Special Condition 10

Rent should be paid using the DEFT Payment system, using the reference number provided with your lease. Bank charges will apply for dishonours at a cost of \$35.00. This is to be due with your next rental payment.

## 25. Special Condition 11

The agent/landlord is entitled to up to 4 inspections every 12 months. A minimum of 7 days notice will be provided & if the tenant is unable to be home for the inspections, the office keys will be used in their absence

## 26. Special Condition 12

Fires are only permitted in the house within the fireplaces provided & proper care, supervision and safety must be taken. The cover screen for open fireplaces must be used when a fire is lit. Soot must be cleared on a regular basis.

## 27. Special Condition 13

No alterations including painting or the use of hooks, can be made to the premises without written consent from the landlord/agent as per section 30 of the agreement

## 28. Special Condition 14

There are to be no pets kept at the property without written consent from the landlord/agent & a signed pet clause. Should a pet be found at the property without consent - the tenant may be provided with a 14 day termination notice.

## 29. Special Condition 15

The tenant agrees not to remove any safety labels attached to window coverings / blind cords.

## 30. Special Condition 16

Portable gas or butane stoves/cooking appliances are not to be used inside, strictly outdoors only.

## 31. Special Condition 17

The tenant is responsible for mowing and edging lawns, watering, weeding, pruning, and fertilising gardens.

## NOTES

### 1. Definitions

In this agreement:

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

to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

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

## 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

## 3. Ending a fixed term agreement

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

## 4. Ending a periodic agreement

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

## 5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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

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

## 6. Warning

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

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

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

SIGNED BY THE LANDLORD/AGENT

AGENT : **Renee Bligh** on behalf of **Ahmad Aoun and Nevenka Aoun** (Landlord)



Signed at Tue, 04/02/2025 15:36 , from device: Windows 10 Other Chrome 131.0.0

**32. LANDLORD INFORMATION STATEMENT**

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

AGENT : **Renee Bligh** on behalf of **Ahmad Aoun and Nevenka Aoun** (Landlord)



Signed at Tue, 04/02/2025 15:36 , from device: Windows 10 Other Chrome 131.0.0

**SIGNED BY TENANT(S)**

Tenant 1:



Signed at Tue, 04/02/2025 17:16 , from device: iOS 18.1.1 iPhone Mobile Safari 18.1.1

Tenant 2:



Signed at Tue, 04/02/2025 17:16 , from device: iOS 18.1.1 iPhone Mobile Safari 18.1.1



## TENANT INFORMATION STATEMENT

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

Tenant 1: |



Signed at Tue, 04/02/2025 17:16 , from device: iOS 18.1.1 iPhone Mobile Safari 18.1.1

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](http://www.fairtrading.nsw.gov.au), or
- b. Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- c. your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)

## AUDIT TRAIL

### Renee Bligh (AGENT)

Tue, 04/02/2025 15:36 - Renee Bligh stamped saved signature the Residential Tenancy Agreement

Tue, 04/02/2025 15:41 - Renee Bligh submitted the Residential Tenancy Agreement

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AGREEMENT END

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MR AHMAD AOUN  
C/- MEEHANS SOLICITORS JEANETTE JONES  
171-179 QUEEN STREET  
CAMPBELLTOWN NSW 2560

Our reference: 7160336700907

Phone: **13 28 66**

2 July 2025

## Your foreign resident capital gains withholding clearance certificate

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

Hello AHMAD,

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

Notice number	2411081973770
Vendor name	AHMAD AOUN
Clearance Certificate Period	6 June 2025 to 2 July 2026

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

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

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



MRS NEVENKA AOUN  
C/- MEEHANS SOLICITORS JEANETTE JONES  
171-179 QUEEN STREET  
CAMPBELLTOWN NSW 2560

Our reference: 7160337058095

Phone: **13 28 66**

2 July 2025

## Your foreign resident capital gains withholding clearance certificate

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

Hello NEVENKA,

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

Notice number	2411081988128
Vendor name	NEVENKA AOUN
Clearance Certificate Period	6 June 2025 to 2 July 2026

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

Yours sincerely,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

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