

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	IC Realty Suite 2.02/12 Help Street, Chatswood NSW 2067	phone: 0404 266 179 email: williamsong@icrealty.com.au ref: William Song
co-agent		
vendor	HONGWEI YOU	
vendor's solicitor	Longton Blackwell Pty Ltd Level 11 97-99 Bathurst Street Sydney NSW 2000	phone: 02 8355 9999 email: Miya.Zheng@longtonlegal.com.au ref: 65233
date for completion land (address, plan details and title reference)	42 days after the contract date Unit 104 235-237 CARLINGFORD RD CARLINGFORD NSW 2118 LOT 12 STRATA PLAN SP94358 Folio Identifier 12/SP94358	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions

<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood
<input type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
<input type="checkbox"/> other:			

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

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

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ _____</p> <p>Signature of authorised person Signature of authorised person</p> <p>_____ _____</p> <p>Name of authorised person Name of authorised person</p> <p>_____ _____</p> <p>Office held 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)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

Dependable Strata
 8/23-25 Forest Road, Arncliffe NSW 2205
 info@dependablestrata.com.au
 1300 390 363

Section 66W Certificate

I, _____ of _____, certify as follows:

1. I am a Solicitor admitted to practise in New South Wales.
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at 104/235-237 Carlingford Road, Carlingford NSW 2118, from Hongwei You to _____ in order that there is no cooling off period in relation to that contract.
3. I do not act for Hongwei You and am not employed in the legal practice of a solicitor acting for Hongwei You nor am I a member or employee of a firm of which a solicitor acting for Hongwei You is a member or employee.
4. I have explained to _____ :
 - (a) the effect of the contract for the purchase of that property;
 - (b) the nature of this certificate; and
 - (c) the effect of giving this certificate to the vendor, that is there is no cooling off period in relation to the contract.

Dated: _____

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 interest of the seller.
 - f. A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - g. A bid cannot be made or 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 purchaser 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.

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:

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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 *servicing* 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.

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ANNEXURE TO CONTRACT FOR SALE OF LAND – 2022 EDITION

SPECIAL CONDITIONS SCHEDULE 1

33 Interpretation

33.1 Headings and Words

The following rules of interpretation apply unless the context requires otherwise.

- (a) Headings are for convenience only and do not affect interpretation.
- (b) The singular includes the plural and conversely.
- (c) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) Clause, paragraph or sub-clause means a clause, paragraph or sub-clause, respectively, of this contract.
- (e) Unless stated otherwise, one provision does not limit the effect of another.
- (f) A reference to solicitor includes a party's representative if named in the contract.
- (g) A reference to this contract includes any amendment, novation, supplement, variation or replacement to it from time to time, except to the extent prohibited by this contract.

33.2 Service on Non-Business Day

Where a document is served on a day which is not a business day, it will be taken to have been served on the commencement of the next business day.

33.3 Documents Attached to Contract

- (a) For the purpose of clause 10, the substance of all material contained in any document (or copy of any document) attached to this contract is disclosed in this contract whether or not included in the list of documents on page 4.
- (b) If before this contract is signed by or on behalf of the purchaser a document or copy of a document, at the request of the vendor or the vendor's solicitor, was attached to this contract by or on behalf of the purchaser or the purchaser's solicitor, the person attaching that document or copy did so as the agent of the vendor.

33.4 Severance

Any provision of this contract which is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this contract will not be affected.

34 Amendments to Standard Clauses

The vendor and the purchaser agree that the provisions of the printed form of Contract for Sale of Land (2022 Edition) shall be amended as follows:

- 34.1 Clauses 2.2, 14.1, 30.2: deleting the word “normally”;
- 34.2 Clause 2.9 is deleted and replaced by the following:
 - “2.9 If this contract says that the deposit is to be invested, the depositholder is to:
 - 2.9.1 invest the deposit (at the risk of the party who becomes entitled to it) with a bank or a permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested; and
 - 2.9.2 pay the net interest, after deduction of all proper bank, building society or government charges, fees or taxes, to the parties equally if this contract is completed, and otherwise to the party entitled to the deposit.”
- 34.3 Clause 4.5: substituting “7” with “14”;
- 34.4 Clause 4.9: deleting “only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited”;
- 34.5 Clause 4.10: substituting “2” with “5”;
- 34.6 Clause 4: Insert the following additional clause:
 - “4.15. Notwithstanding clause 4.8, the Purchaser cannot submit in a direction pursuant to clause 4.8, without the prior written consent of the Vendor.”
- 34.7 Clauses 6.2 is deleted;
- 34.8 Clause 7.1.1: substituting “5%” with “1%”;
- 34.9 Clause 7.1.3: substituting “14” with “7”;
- 34.10 Clause 7.2.1: substituting “10%” with “\$1.00” in the first line;
- 34.11 Clause 7.2.2 is deleted;
- 34.12 Clause 7.2.4: deleting “and the cost of the purchaser”;
- 34.13 Clause 7.2.6: substituting “3 months with “1 month”;
- 34.14 Clause 8.1.1: deleting “on reasonable grounds”;
- 34.15 Clause 8.1.2: deleting “that specifies the requisition and those grounds”;
- 34.16 Clause 8.2.2 is deleted;
- 34.17 Clause 10.1: inserting “or delay completion” after “terminate”;
- 34.18 Clause 10.1.8: substituting “substance” with “existence”;
- 34.19 Clause 10.1.9: substituting “substance” with “existence”;
- 34.20 Clause 11.2: insert “other than on account of the purchaser’s breach” after “terminated”;

34.21 Clause 13.10 is deleted;

34.22 Clause 13.11: deleting “if the margin scheme applies to a taxable supply”;

34.23 Clause 13.13: substituting “5” with “1”;

34.24 Clause 13.14: substituting “2” with “5”;

34.25 Clause 14.2.1: substituting “2” with “5”;

34.26 Clause 14.2.2: substituting “at least 1 business day before the date for” with “on or before”;

34.27 Clause 14.4.2 is deleted and replaced by the following:

“14.4.2. by adjusting the total amount on the Vendor and/or any predecessor in title Land Tax Assessment Notice (with the exclusion of surcharge land tax and first home buyer choice property tax) for the year current at the adjustment date.”

34.28 Clause 18.7 is deleted;

34.29 Clause 20.6.5 is deleted and replaced by the following:

“20.6.5 served by facsimile in which event it is served by or on a party:

20.6.5.1 when recorded on the sender’s transmission result report unless:

(a) within 24 hours of that time the recipient informs the sender that the transmission was received in an incomplete or illegible form; or

(b) the transmission result report indicates a faulty or incomplete transmission;

20.6.5.2 where a solicitor for the party is named in the contract, if it is sent using the solicitor’s fax number stated in the contract or any other fax number which that solicitor may have notified to the sender;

20.6.5.3 where there is no solicitor named in the contract in respect of a party, if it is sent using the fax number stated in the contract (if any) or any other fax number which that party may have notified to the sender; and

20.6.5.4 on the business day on which it is received unless it is received after 5pm in which case it will be taken to have been served on the commencement of the next business day.”

34.30 Clause 23.6.1: deleting the words “even if it is payable by instalments” and replacing with “to the extent of which is payable or falls due before the contract date. If any instalments fall due on or after the contract date the instalments are payable by the purchaser”;

34.31 Clause 23.9.1: substituting “1%” with “5%” in the fourth line;

34.32 Clause 23.13 – the word “vendor” is replaced with “purchaser” and insert “on the vendor” after the word “certificate” and insert “

(a) The Vendor hereby authorises the Purchaser and their representatives to obtain an information certificate (including but not limited to a Section 184 Certificate) in relation to the lot or lots being sold under this Contract. The Purchaser shall provide the Vendor with a full copy of the information certificate, along with the settlement adjustment sheet and any supporting documentation, no less than 3 business days prior to the scheduled completion date. “

- 34.33 Clause 23.14 is deleted;
- 34.34 Clause 24.3 is deleted;
- 34.35 Clause 24.4 is deleted;
- 34.36 Clause 30.2: substituting '7' with '14'; and
- 34.37 Clause 30.11: substituting '5' with '10'.

35 Purchaser's Acknowledgments

- 35.1 The purchaser agrees that no reliance has been made upon any warranty or representation by the vendor or any person on behalf of the vendor except as expressly provided in this contract. The contract constitutes the whole agreement between the parties and that the purchaser has relied entirely upon the purchaser's own enquiries relating to, and inspection of, the property, all improvements and any item of inclusion referred to on the front page of this contract and in relation to the use to which may be put.
- 35.2 The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be put and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the vendor does not of itself mean that such use is a permitted use.
- 35.3 The purchasers must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory requirements. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes.
- 35.4 The purchaser acknowledges that it is purchasing the property in its present state of repair and condition as at the date of this contract as a result of its own inspection, knowledge and enquiries and that the vendor has not nor has anyone on its behalf made any representation or warranty in respect of the property as to its fitness for any particular purpose.
- 35.5 The purchaser shall take title subject to all existing water, sewerage, drainage, gas, electrical and other mains and services, connections, pipes, or distributors installed within the property hereby sold and in whatever strata or condition the same may be in and whether or not connected to any improvements and the purchaser shall not make any requisition or claim for compensation not be entitled to rescind or fail to complete this contract by reason of any such matter and the purchaser shall be deemed to have satisfied himself as to the position and nature of such installations by virtue of having signed this Contract.
- 35.6 The purchaser cannot make a claim, objection, requisition or rescind, terminate or delay settlement (**Object**) in respect of:
- (a) the presence of any sewer manhole or vent on or near the property;
 - (b) any rainwater downpipe being connected to the sewer;
 - (c) any environmental hazard or contamination;
 - (d) any latent or patent defect in the property;
 - (e) state of repair or condition of the property; and/or
 - (f) any non-compliance issues in relation to the swimming pool on the property.

- 35.7 The vendor does not warrant (except as required by statute or a regulation made thereunder) that anything attached to this contract is comprehensive or accurate.

36 Representation and Warranties

36.1 Exclusion of Warranties

The purchaser warrants that unless stated otherwise in this contract, the purchaser has not entered into this contract in reliance on any statement, representation, promise or warranty made by the vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of:

- (a) the suitability of the property and improvements for any use other than the use permitted by the council;
- (b) the location of the property; and
- (c) any financial return or income to be derived from the property.

36.2 Independent Legal Advice

Notwithstanding that prior to the date of this contract the vendor or any person on behalf of the vendor has furnished to the purchaser information, forecasts or feasibilities relating directly or indirectly to the property, the purchaser warrants that the purchaser has relied entirely on enquiries relating to the property made by or on behalf of the purchaser and that the purchaser has sought independent legal advice on and is satisfied as to the obligations and rights of the purchaser under this contract.

37 Breach of Statutory Warranty by Vendor

- 37.1 If the purchaser discovers that the vendor has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022* (NSW), the purchaser must, within 7 days of discovering that breach, notify the vendor in writing of that breach.
- 37.2 If the vendor breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022* (NSW), the vendor may, before completion, serve a notice:
- (a) specifying the breach;
 - (b) requesting the purchaser to serve a notice irrevocably waiving the breach (**Waiver**); and
 - (c) indicating that the vendor intends to rescind this contract if the Waiver is not served within 14 days of service of the notice.
- 37.3 The vendor may rescind if:
- (a) the vendor serves a notice under paragraph 37.2; and
 - (b) the purchaser does not serve the Waiver within the time required under the notice.
- 37.4 If the purchaser serves a Waiver before the vendor rescinds under paragraph 37.3, the vendor is no longer entitled to rescind under paragraph 37.3.
- 37.5 The purchaser has no claim against the vendor for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation 2022* (NSW) other than the right of rescission conferred by that Regulation.

38 Real Estate Agent

The purchaser warrants that the purchaser was not introduced to the vendor or to the property directly or indirectly by any real estate agent or any other person other than the vendor's agent specified in the contract. The purchaser indemnifies and shall keep indemnified the vendor (and if more than one, each of them) against any claims, suits, demands and actions by any agent or any other person arising out of or as a consequence of a breach of this warranty. This clause shall not merge on completion of this contract.

39 Notice to Complete

39.1 Issue of Notice

- (a) If completion does not occur on or before 4pm on the completion date, at any time either party (not then being in default under this contract) may serve on the other a notice (**Notice to Complete**) requiring completion of this contract on a specified date being not less than 14 days (**Notice Period**) after the date of service of the Notice to Complete.
- (b) The parties agree that:
 - (i) the Notice Period is sufficient; and
 - (ii) time will be essential for compliance with the Notice to Complete.

39.2 Notice Period

For the purpose of calculating the Notice Period:

- (a) the Notice Period commences at midnight on the business day on which the Notice to Complete is served; and
- (b) a reference to a day means the period of time commencing at midnight and ending 24 hours later.

39.3 Time Essential

Any Notice to Complete may specify any time of the day between 11am and 4pm as the time for performance of any obligation under this contract in which event performance by that specified time is of the essence.

39.4 Purchaser to Pay Legal Costs

In the event that the vendor issues a Notice to Complete on the purchaser or the purchaser's solicitor, the purchaser must pay the vendor the sum of five hundred and fifty dollars (\$550.00) (inclusive of GST) to cover the additional legal costs incurred by the vendor.

40 Interest

40.1 Payment of Interest

If completion does not occur on or before the completion date, the purchaser shall pay to the vendor, in cash on completion, interest calculated:

- (a) daily at the rate of twelve percent (12%) per annum; and
- (b) on the balance of the purchase price payable under this contract,

in respect of the period (**Interest Period**) commencing on the day following the completion date and ending on completion.

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.

40.2 Essential Term

The purchaser may not require the vendor to complete this contract unless interest payable under this contract is paid to the vendor on completion. It is an essential term of this contract that that interest is paid.

40.3 Delay by Vendor

Clause 40.1 does not apply in respect of any part of the Interest Period during which completion has been delayed solely due to the fault of the vendor.

40.4 Completion after 5pm

If due to no fault of the vendor completion takes place after 5pm on the completion date or after 5pm on any day after the completion date, Clause 40.1 applies as if completion takes place on the business day after the day on which completion actually takes place.

41 Settlement Default

If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser will allow \$200 plus GST on settlement for each cancellation to cover the additional legal costs incurred by the vendor.

42 Deposit

42.1 Payment of Deposit in Instalments

- (a) Despite any other clauses and provisions in the contract, the parties acknowledge that:
- (i) The vendor requires payment of a deposit of 10% of the purchase price to be paid as an earnest in performance of the purchaser's obligation to pay the purchase price on completion.
 - (ii) The purchaser has requested that the vendor accepts the payment of the deposit by instalment as set out in clause 42.1(b); and
 - (iii) The vendor has agreed to the purchaser's request to pay the deposit by instalments.
- (b) The purchaser must pay the deposit to the depositholder as follows:
- (i) As to _____ on exchange; and
 - (ii) As to the balance of 10% deposit on completion or on termination of this contract, whichever is the earlier.

42.2 Release of Deposit

Notwithstanding clause 2.1 of the contract, the purchaser authorises all or any portion of the deposit to be released to the vendor for the purpose of deposit or stamp duty payable on a purchase of another property and/or Land Tax payable by the Vendor. The purchaser agrees that this clause is sufficient authority for the vendor's depositholder to release the deposit and that no further authority from the purchaser is required.

43 Capacity

43.1 If the Purchaser is a corporation and before completion:

- (a) it enters into a scheme;

- (b) it makes any arrangement for the benefit of creditors;
- (c) an order is made to wind up the party;
- (d) a liquidator, administrator or official manager is appointed in respect of the party;
- (e) a mortgagee enters into possession of all or a substantial part of the assets of the party;
- (f) it is deemed by any relevant legislation to be unable to pay its debts; or
- (g) a receiver, receiver and manager or agent of a mortgagee is appointed to all or a substantial part of the assets of the party,

then the Vendor may terminate this contract and Clause 9 applies.

43.2 If either party to this Contract is an individual and, prior to Completion, that individual either dies or becomes mentally incapacitated, then either party may rescind this Contract by giving notice to the other party. Upon rescission, the provisions of clause 19 will apply.

43.3 If the Purchaser being an individual, becomes bankrupt, then the Vendor may, at their discretion, terminate this Contract by giving written notice to the Purchaser. Upon termination, the provisions of clause 9 shall apply.

44 Foreign Persons

44.1 The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) requiring the obtaining of consent to this transaction do not apply to the purchaser and this purchase.

44.2 In the event where there is a breach of this warranty, whether deliberately or unintentionally, the purchaser agrees to indemnify and compensate the vendor in respect of any loss, damage, penalty, fine or legal costs, which may be incurred by the vendor as a consequence of the purchaser's breach.

45 Goods and Services Tax

45.1 Payment of GST

The parties agree that:

- (a) If the sale of the property is a taxable supply, then the purchase price is inclusive of GST (unless otherwise stated) but all other Payments have been calculated without regard to GST;
- (b) if the whole or any part of any Payments is the consideration for a Taxable Supply for which the payee is liable to GST, the payer must pay to the payee an additional amount equal to the GST Amount, either concurrently with that Payment or as otherwise agreed in writing;
- (c) any reference to a cost or expense in this contract excludes any amount in respect of GST forming part of the relevant cost or expense when incurred by the relevant party for which that party can claim an Input Tax Credit;
- (d) the payer will pay to the payee on demand any interest, penalties, fines or other charges to the extent that they arise from the payer's failure to make a Payment when due under this contract; and
- (e) this clause will not merge on completion.

45.2 Definitions and Interpretation

For the purpose of this clause:

- (a) Capitalised expressions which are not defined in this clause but which have a defined meaning in the GST Law have the same meaning in this contract.
- (b) In this contract:

GST means the goods and services tax as imposed by the GST Law.

GST Amount means any Payment (or the relevant part of that Payment) multiplied by the appropriate rate of GST (currently ten percent (10%)).

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

Payment means any amount payable under or in connection with this contract (other than purchase price) including any amount payable by way of indemnity, reimbursement or otherwise and includes the provisions of any non-monetary consideration.

46 Guarantee if Corporate Purchaser

In consideration of the Vendor entering into this Contract with the Purchaser, the directors of the Purchaser (both jointly and severally) ("the Guarantors"), as evidenced by their execution of this Contract, unconditionally and irrevocably guarantee:

46.1 Guarantee of Obligations

The Guarantors jointly and severally guarantee the due and punctual performance by the Purchaser of all obligations, covenants, and liabilities under this Contract. In the event of any default or failure by the Purchaser to perform its obligations, the Guarantors agree to indemnify and hold the Vendor harmless from and against any and all costs, losses, damages, claims, and liabilities arising out of, or in connection with, such default or failure, for any reason whatsoever.

46.2 Primary Obligation

The Vendor may, at its sole discretion, seek to recover any loss, cost, or damages directly from the Guarantors before or without seeking recovery from the Purchaser. Any settlement, waiver, or compromise with the Purchaser will not discharge or release the Guarantors from their obligations to pay any outstanding amounts or perform any obligations still owed to the Vendor.

46.3 Continuing Guarantee

This guarantee constitutes a continuing obligation of the Guarantors and remains in full force and effect until all obligations of the Purchaser under this Contract have been fully performed and discharged. This guarantee shall not be affected by any extension of time, variation, or amendment to the terms of this Contract, or by any waiver, indulgence, or forbearance granted to the Purchaser by the Vendor.

46.4 Binding on Executors, Administrators, and Assigns

The obligations of the Guarantors under this guarantee are binding upon their heirs, executors, administrators, and assigns. The benefit of this guarantee may be assigned by the Vendor to any assignee of this Contract without the consent of the Guarantors, and such assignment will not affect or diminish the obligations of the Guarantors hereunder.

46.5 Independent Legal Advice

The Guarantors acknowledge that they have been advised to seek, and have had the opportunity to obtain, independent legal advice prior to executing this guarantee. By executing this guarantee, the Guarantors confirm that they have either obtained such advice or chosen not to do so of their own volition and that they fully understand the nature, terms, and effect of their obligations under this guarantee.

46.6 Voluntary Execution

The Guarantors further acknowledge that they are entering into this guarantee voluntarily and without any undue pressure or influence. The execution of this guarantee is a free and informed act on the part of the Guarantors.

46.7 No Merger Upon Completion

The provisions of this guarantee shall survive Completion of the Contract and shall not merge upon the transfer of the Property or any other completion of the Purchaser’s obligations under this Contract.

SIGNED by _____)

the guarantors in the presence of: _____)

Signature

Signature of Witness

Print Name of Witness

47 Survey Report

- 47.1 If a survey report of the property is annexed to this contract, then the property is sold subject to all matters disclosed in such report and the purchaser cannot Object to any matters referred to in the said report.
- 47.2 The purchaser hereby acknowledges that the vendor or its agent has estimated the area of the property sold from the area and measurements shown on the registered title plan attached to this contract.
- 47.3 Notwithstanding any other condition in this contract the purchaser hereby acknowledges it has satisfied itself by survey or otherwise prior to the contract date the area and measurements of the property sold and will raise no objection, requisition or claim of any kind in respect to any discrepancy in relation to the area or measurements of any of the lots included in the sale and whether or not such area or measurements differ in any respect from that shown in any of the plans annexed to the contract (including whether or not any area or measurement is substantially less or more than that shown on any plan annexed to this contract and whether or not any such area includes or excludes any road).

48 Sewer Service Diagrams and Sewer Location Diagram

- 48.1 The Purchaser acknowledges that the Vendor has made reasonable efforts to obtain a Sewer Service Diagram (SSD) and a Sewer Location Diagram (SLD) as required under the *Conveyancing (Sale of Land) Regulation 2022* (NSW) and relevant statutory provisions.
- 48.2 In the event that the Vendor is unable to provide a complete or accurate SSD or SLD, the Purchaser agrees to accept the property in its current condition, and the purchaser shall not make any claims, objections, requisitions, rescind or delay completion in respect of any matters arising from this clause.
- 48.3 The Purchaser hereby releases and discharges the Vendor and their representatives from any liability, claims, or demands arising from the absence, non-availability, or inaccuracies of the SSD or SLD. The purchaser agrees that the Vendor shall not be liable for any discrepancies, inaccuracies, or non-availability of such diagrams.
- 48.4 The Purchaser acknowledges that they have had the opportunity to seek legal advice regarding this Special Condition and its implications.
- 48.5 This Special Condition shall not merge upon completion.

49 Building Certificate

The vendor does not hold a building certificate issued under the *Local Government Act 1993* (NSW) in respect of the property. The vendor shall not be required to apply for a building certificate, carry out work required by the relevant council in accordance with a work order made after the date of this contract or otherwise required to be done by the relevant council before it will issue a building certificate, or do anything else necessary for the issue of building certificate. This contract shall and completion thereof not be conditional upon the issue of a building certificate. The purchaser cannot Object to any such work order or works required by the relevant council and if this contract is completed the purchaser must comply with such work order or works to be done and pay the expense of compliance or do the works required at its own expense. This clause is subject to the prescribed warranties contained in Schedule 2 of the *Conveyancing (Sale of Land) Regulation 2022* (NSW) and s52A of the *Conveyancing Act 1919* (NSW).

50 Swimming Pool

If there is a swimming pool situated on the property or common property and the fencing around the swimming pool (if any) does not comply with the requirements of the local council or any other relevant authority, the purchaser cannot Object to any non-compliance or anything arising from the failure or refusal of the local council to issue a building certificate or any other approval on account of any non-compliance.

51 Inconsistency

Should there be any discrepancies or conflict between the standard printed conditions and these special conditions, then these special conditions shall prevail.

52 Requisition

The purchaser acknowledges that it is only entitled to serve requisitions in the same form as the one annexed to this contract. The purchaser cannot Object to anything in relation to this clause.

53 Personal Property Securities Register

- 53.1 Any security interest registered in respect of the vendor under the *Personal Property Securities Act 2009* (Cth) is not an encumbrance for the purposes of this contract.

53.2 The purchaser cannot Object to any security interest and the purchaser agrees that the vendor is not required to:

- (a) release or otherwise discharge any security interest; or
- (b) produce to the purchaser a deed of release of the property (or any part of the property) from the security interest at or prior to settlement.

54 Governing Law

This contract is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of courts exercising jurisdiction there.

55 Electronic Attachments to Contract

In accordance with Section 8(1) of the *Electronic Transactions Act 2000* (NSW) the purchaser agrees that documents required to be attached to the contract pursuant to the *Conveyancing (Sale of Land) Regulation 2022* (NSW) may be, and have in fact been, provided by means of electronic communication. The documents are accessible and useable for subsequent reference by means stated in the contract.

56 Electronic Exchange

The requirements of Section 9(1)(a) of the *Electronic Transactions Act 2000* (NSW) will be met with respect to signing this contract for exchange if a party's solicitor forwards by facsimile transmission or email to the other party's solicitor a scanned copy of the contract signed by the party. For the purposes of Section 9(1)(c) of the *Electronic Transactions Act 2000* (NSW) each party consents to the signed counterparts being provided for exchange by the method described in this clause.

57 Subject to Existing Tenancies

- 57.1 If the contract is marked to be sold subject to existing tenancies, then this clause 57 applies.
- 57.2 The property is sold subject to the residential tenancy agreement (**Tenancy Agreement**) a copy of which is attached to this contract.
- 57.3 The purchaser has satisfied itself about existing tenancy and cannot Object to anything in relation to it.
- 57.4 The vendor does not promise that the Tenancy Agreement will be in force at the completion date.
- 57.5 The purchaser cannot Object because the tenant vacates the premises occupied by it at the contract date before completion:
- (a) on expiry of the Tenancy Agreement;
 - (b) following lawful termination of the tenancy by the tenant or by the vendor; or
 - (c) by abandoning the premises in repudiation of the Tenancy Agreement.
- 57.6 The vendor will not grant any new residential tenancy agreement in respect of any part of the property which is vacant at the contract date or which has become vacant before completion, except where the parties agree in writing otherwise.
- 57.7 Excluded from the sale are any tenant's fixtures and fittings and the purchaser acknowledges that it relies entirely on its own inquiries in identifying them and cannot Object in relation to anything contained in this clause.

57.8 The vendor will be entitled to call upon the rental bond relevant to a residential tenancy agreement for the property in satisfaction of any amount owing to the vendor and the purchaser cannot Object in relation to anything contained in this clause.

58 Execution via DocuSign

58.1 The parties agree that this contract may be executed digitally using software such as DocuSign or a similar application. Should the parties proceed to exchange in this method, the parties agree that the contracts may not necessarily be signed in counterpart but that both signatures may appear to be inserted on the front page or other execution page (as the case may be) and that the single document shall comprise the exchanged contract.

58.2 The parties agree that if the contract is exchanged in this method, no “original” physical contract is required to be sent via post following exchange. However, the parties may require a Certificate of Completion as generated by the software application as confirmation of exchange.



FOLIO: 12/SP94358

SEARCH DATE	TIME	EDITION NO	DATE
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5/8/2025	4:06 PM	3	9/9/2018

LAND

LOT 12 IN STRATA PLAN 94358
AT CARLINGFORD
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

HONGWEI YOU (T AK925618)

SECOND SCHEDULE (2 NOTIFICATIONS)

- INTERESTS RECORDED ON REGISTER FOLIO CP/SP94358
- AK925619 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP94358

SEARCH DATE	TIME	EDITION NO	DATE
5/8/2025	4:06 PM	3	23/3/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94358
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CARLINGFORD
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND
TITLE DIAGRAM SP94358

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94358
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- DEPENDABLE STRATA
21 FOREST RD
ARNCLIFFE 2205

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 NOTIFICATION IN GOVERNMENT GAZETTE DATED 28TH APRIL 1950.
EASEMENT FOR BATTER 1.83 METRE(S) AND VARIABLE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 AI17397 EASEMENT FOR DRAINAGE OF WATER 2.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE
PART DESIGNATED (A) IN PLAN WITH AI17397
- 4 SP94358 RESTRICTION(S) ON THE USE OF LAND
- 5 SP94358 POSITIVE COVENANT
- 6 SP94358 EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 7 AN826539 CONSOLIDATION OF REGISTERED BY-LAWS
- 8 AN826539 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 94358

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 266	2	- 230	3	- 274	4	- 272
5	- 275	6	- 285	7	- 283	8	- 279
9	- 264	10	- 228	11	- 272	12	- 270
13	- 275	14	- 283	15	- 279	16	- 277

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP94358

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 94358

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 268	18	- 232	19	- 275	20	- 274
21	- 279	22	- 287	23	- 283	24	- 281
25	- 274	26	- 238	27	- 281	28	- 279
29	- 285	30	- 293	31	- 289	32	- 287
33	- 307	34	- 315	35	- 327	36	- 334

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

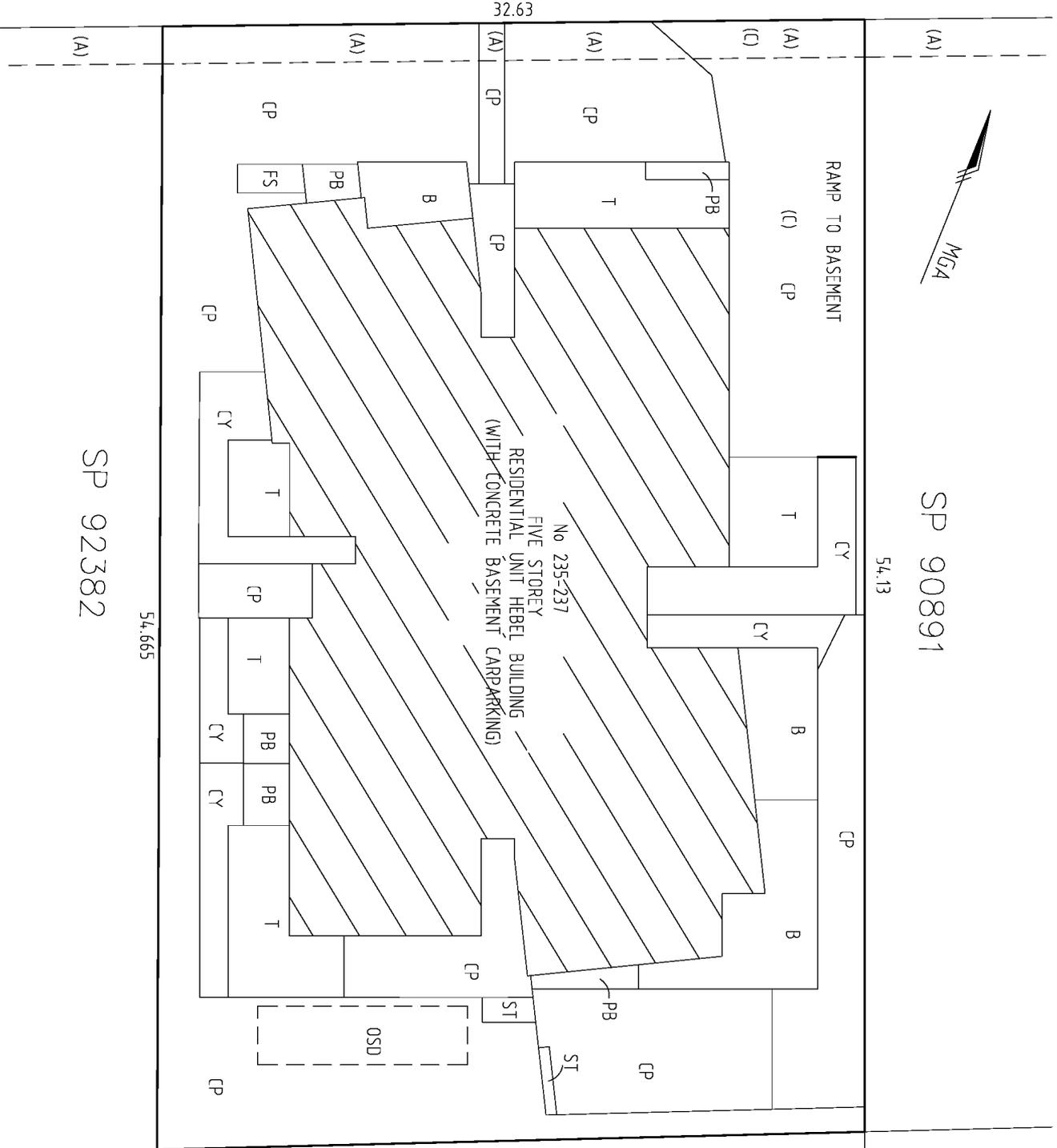
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PRINTED ON 5/8/2025

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



CARLINGFORD ROAD



SP 92382

SP 90891

SP 87880

6 DP 31556

SP 87879

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- ST DENOTES STEPS
- FS DENOTES FIRE STAIRS
- PB DENOTES PLANTER BOX
- T DENOTES TERRACE
- OSD DENOTES ON SITE DETENTION

- (A) EASEMENT FOR BATTER 1.83 WIDE & VARIABLE WIDTH (GOV. GAZ 28/4/1950)
- (C) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH
(SEE SHEET 3 FOR EASEMENT DEFINITION)

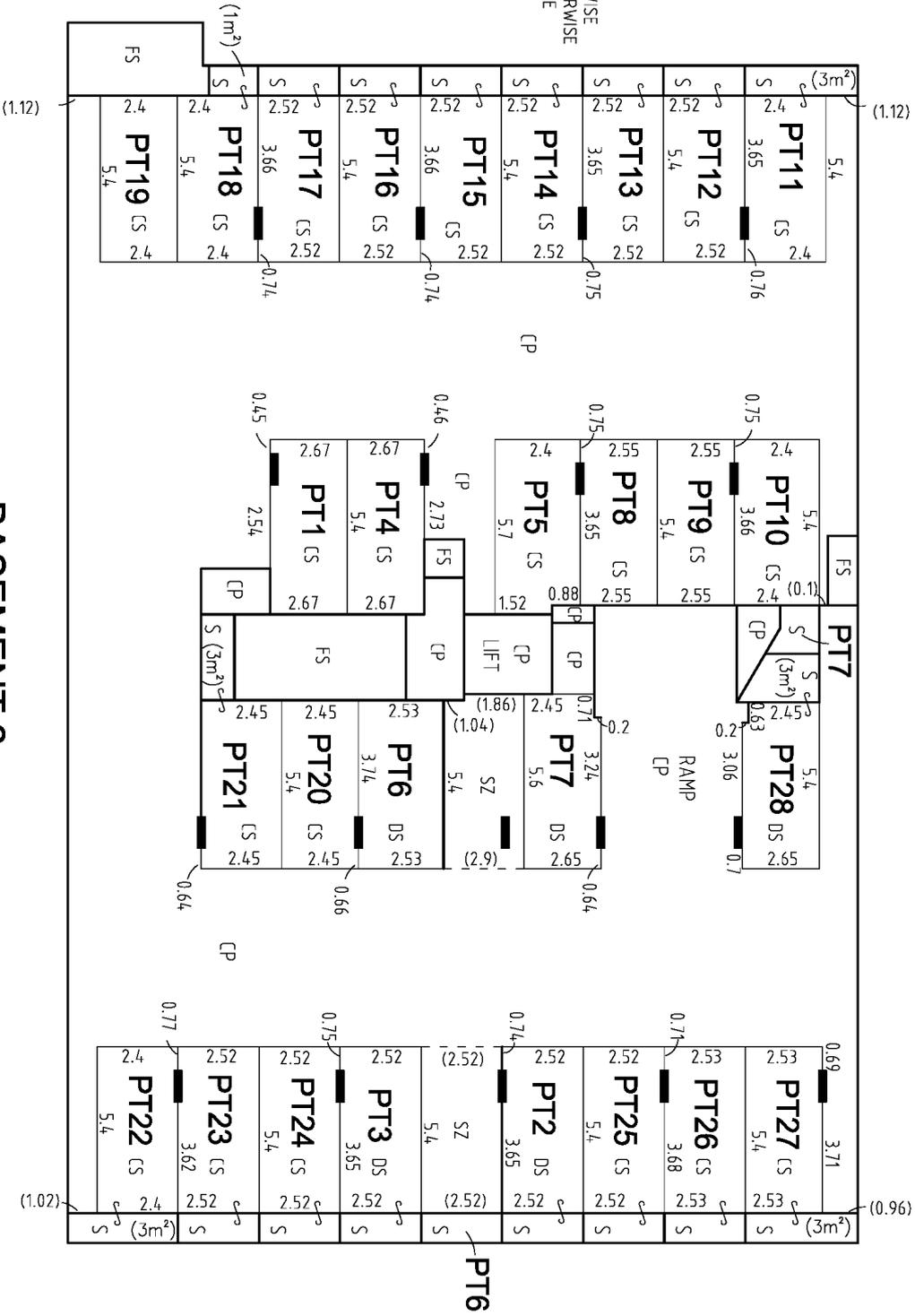
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Surveyor: Surveyor's Ref: 14261-SP Subdivision No: SC2627 Lengths are in metres. Reduction Ratio 1: 200	HUY DUC XUAN THAI	Registered:  13.10.2016	SP 94358
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NOTES
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

- S DENOTES STORAGE
- CP DENOTES COMMON PROPERTY
- CS DENOTES CAR SPACE
- DS DENOTES DISABLED CAR SPACE
- FS DENOTES FIRE STAIRS (CP)
- SZ DENOTES SHARED ZONE (CP)
- PROLONGATION OF CENTRE OF COLUMN
- PROLONGATION OF FACE OF COLUMN

STORE ROOM AREA 2m² UNLESS SHOWN OTHERWISE
 CAR SPACE AREA IS 13m² UNLESS SHOWN OTHERWISE
 ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE



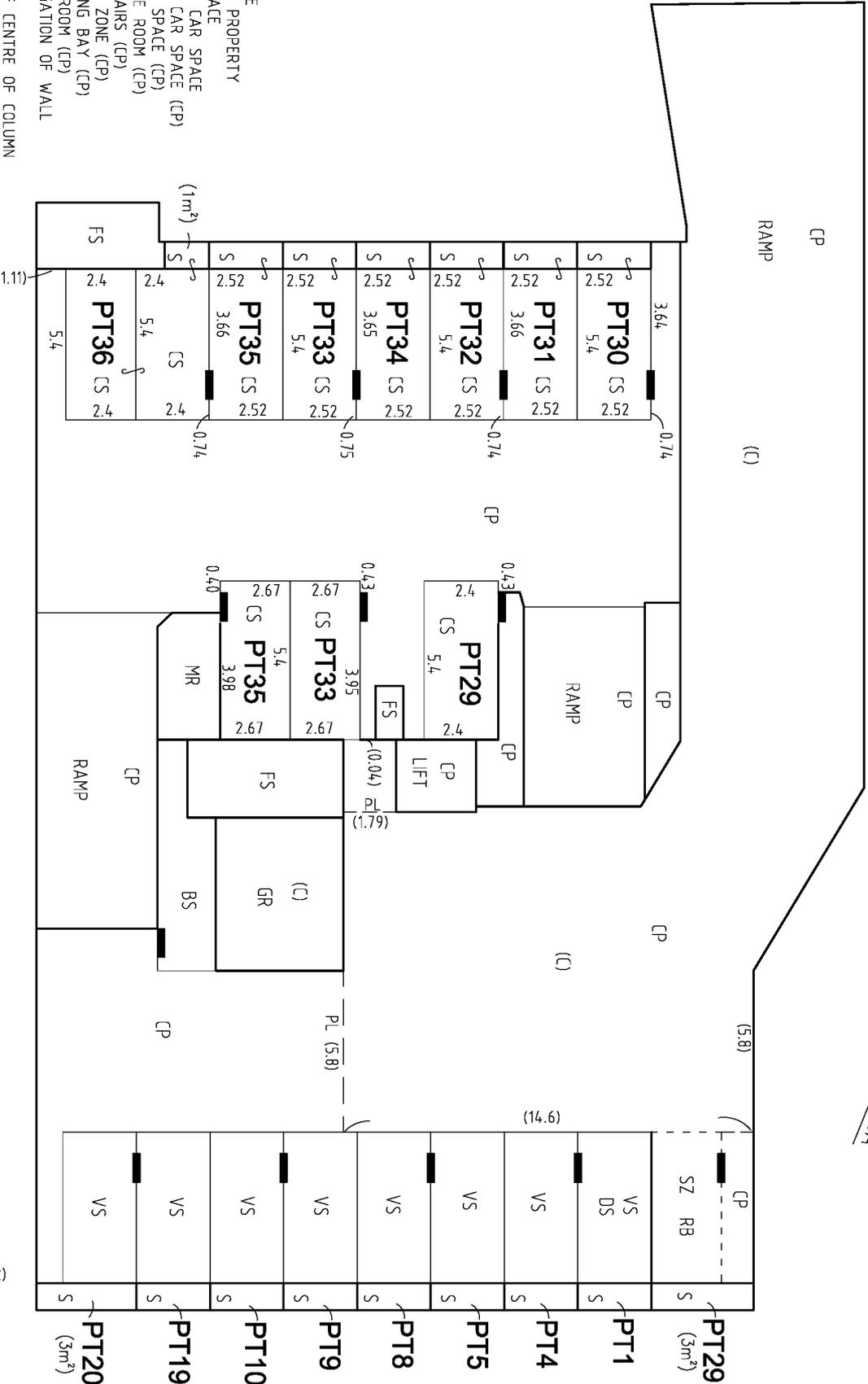
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Surveyor: HUYN DUC XUAN THAI
 Surveyor's Ref: 14261-SP
 Subdivision No: SC2627
 Lengths are in metres: Reduction Ratio: 150

Registered: 13.10.2016

SP 94358

NOTES
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE



BASEMENT 1

PROLONGATION OF CENTRE OF COLUMN
 PROLONGATION OF FACE OF COLUMN
 STORE ROOM AREA 2m² UNLESS SHOWN OTHERWISE
 CAR SPACE AREA IS 13m² UNLESS SHOWN OTHERWISE
 ALL ANGLES ARE 90° UNLESS SHOWN OTHERWISE

(C) EASEMENT FOR GARBAGE COLLECTION VARIABLE WIDTH

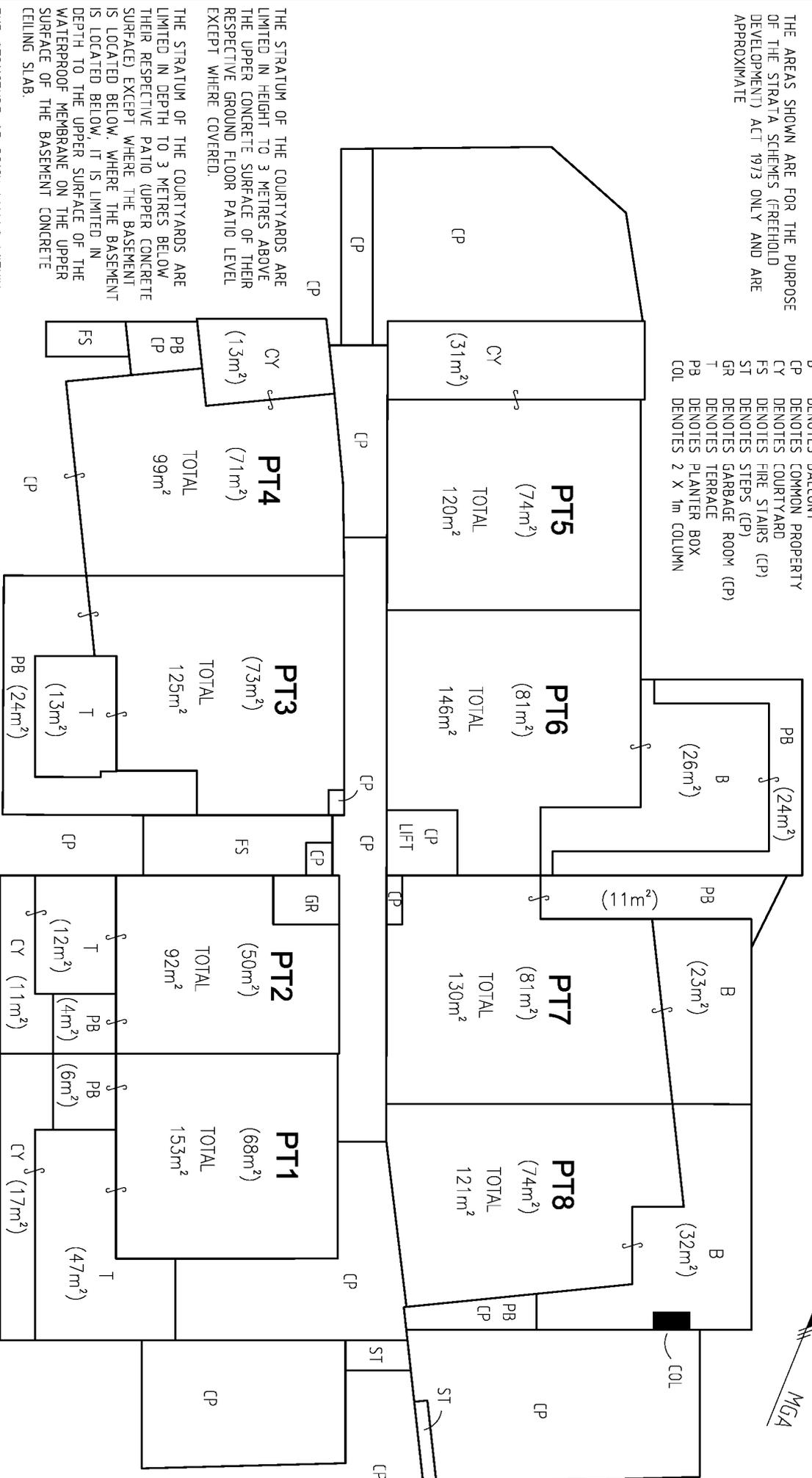
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Surveyor: HUYN DUC XUAN THANH Surveyor's Ref: 14261-SP Subdivision No: SC26227 Lengths are in metres: Reduction Ratio: 1:150	Registered:  13.10.2016	SP 94358
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NOTES
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- CY DENOTES COURTYARD
- FS DENOTES FIRE STAIRS (CP)
- ST DENOTES STEPS (CP)
- GR DENOTES GARBAGE ROOM (CP)
- T DENOTES TERRACE
- PB DENOTES PLANTER BOX
- COL DENOTES 2 X 1m COLUMN



THE STRATUM OF THE COURTYARDS ARE LIMITED IN DEPTH TO 3 METRES ABOVE THE UPPER CONCRETE SURFACE OF THEIR RESPECTIVE GROUND FLOOR PATIO LEVEL EXCEPT WHERE COVERED.

THE STRATUM OF THE COURTYARDS ARE LIMITED IN DEPTH TO 3 METRES BELOW THEIR RESPECTIVE PATIO (UPPER CONCRETE SURFACE) EXCEPT WHERE THE BASEMENT IS LOCATED BELOW, WHERE THE BASEMENT IS LOCATED BELOW, IT IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE WATERPROOF MEMBRANE ON THE UPPER SURFACE OF THE BASEMENT CONCRETE CEILING SLAB.

THE STRUCTURE OF BRICK WALLS WITHIN THE COURTYARDS WITHIN EACH LOT ARE COMMON PROPERTY.

THE STRATUM OF THE TERRACES AND PLANTER BOXES ARE LIMITED IN HEIGHT TO 3 METRES ABOVE THEIR UPPER SURFACE EXCEPT WHERE COVERED.

ALL METAL FENCES WITHIN THE COURTYARDS ARE COMMON PROPERTY.

GROUND LEVEL

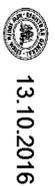
Surveyor: HUY DUC XUAN THAI

Surveyor's Ref: 14261-SP

Subdivision No: SC2627

Lengths are in metres: Reduction Ratio: 1:50

Registered:



13.10.2016

SP 94358

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Table of mm

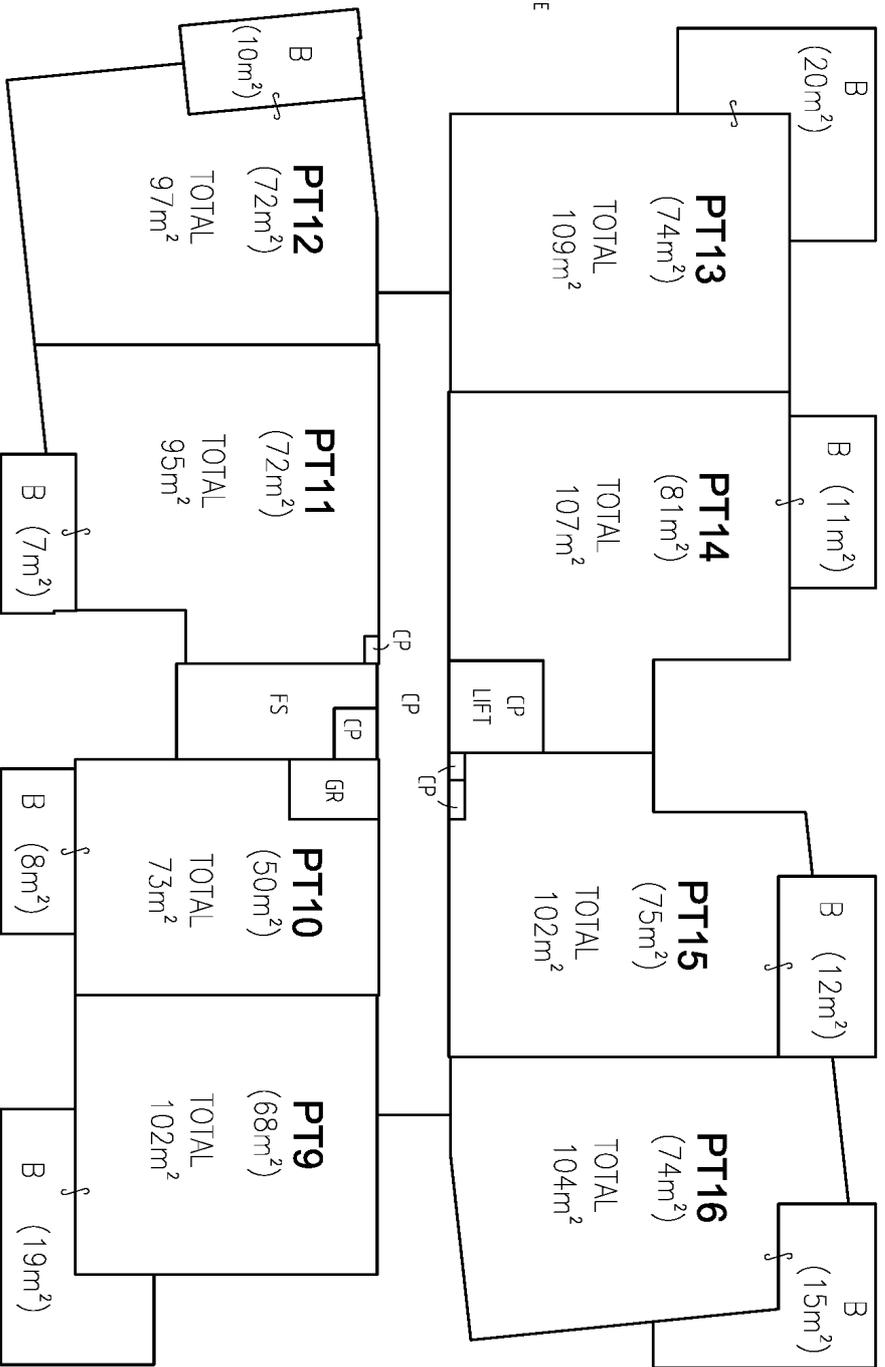
NOTES
 THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE



NOTES

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED.

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- FS DENOTES FIRE STAIRS (CP)
- GR DENOTES GARBAGE ROOM (CP)



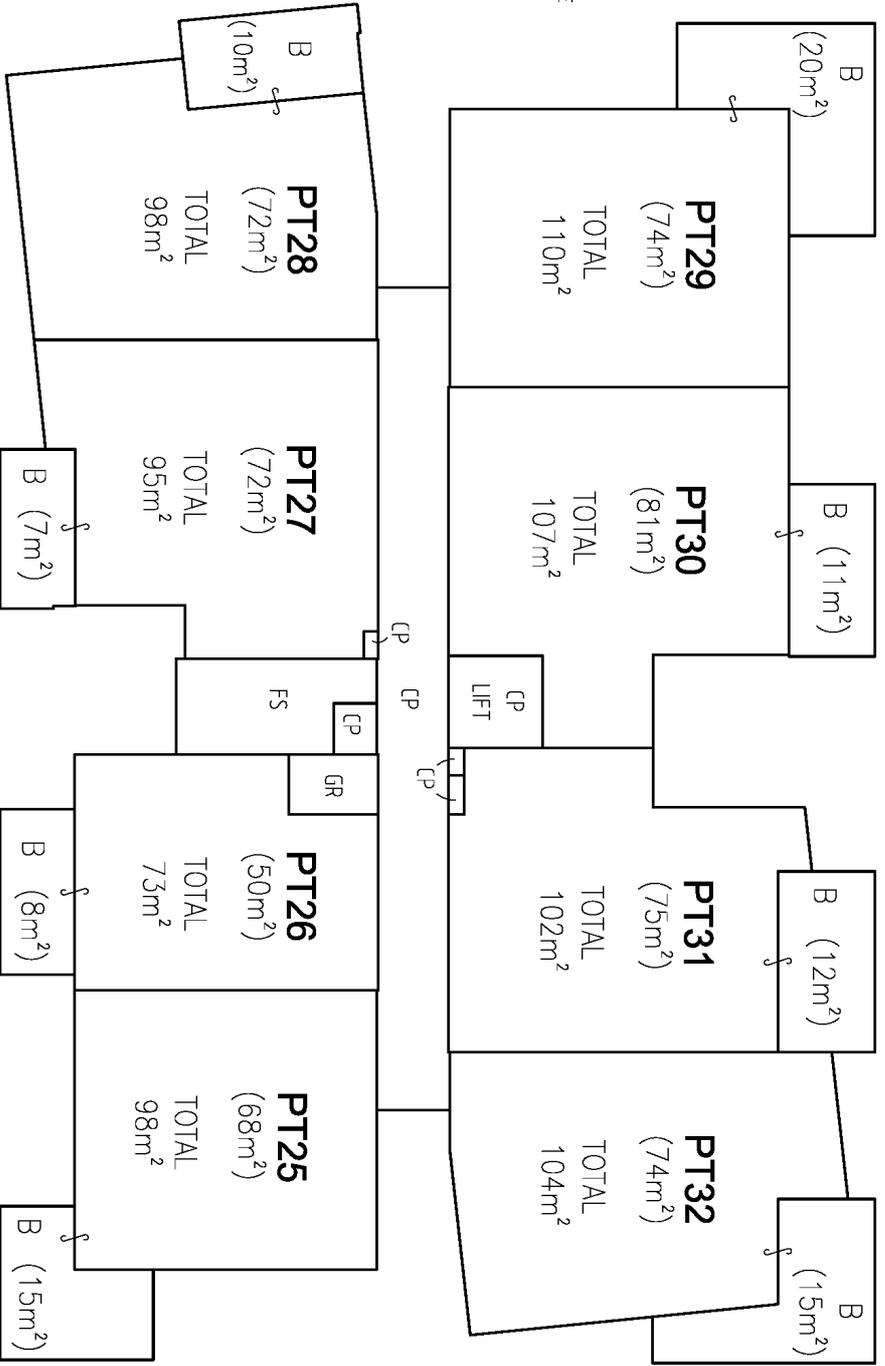
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Surveyor: Surveyor's Ref: Subdivision No: Lengths are in metres:	HUYNH DUC XUAN THAI 14261-SP SC2627 Reduction Ratio 1: 150	Registered:  13.10.2016	SP 94358
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NOTES
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY AND ARE APPROXIMATE

NOTES
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 METRES ABOVE THEIR UPPER CONCRETE SURFACE EXCEPT WHERE COVERED.

B DENOTES BALCONY
CP DENOTES COMMON PROPERTY
FS DENOTES FIRE STAIRS (CP)
GR DENOTES GARBAGE ROOM (CP)



LEVEL 3

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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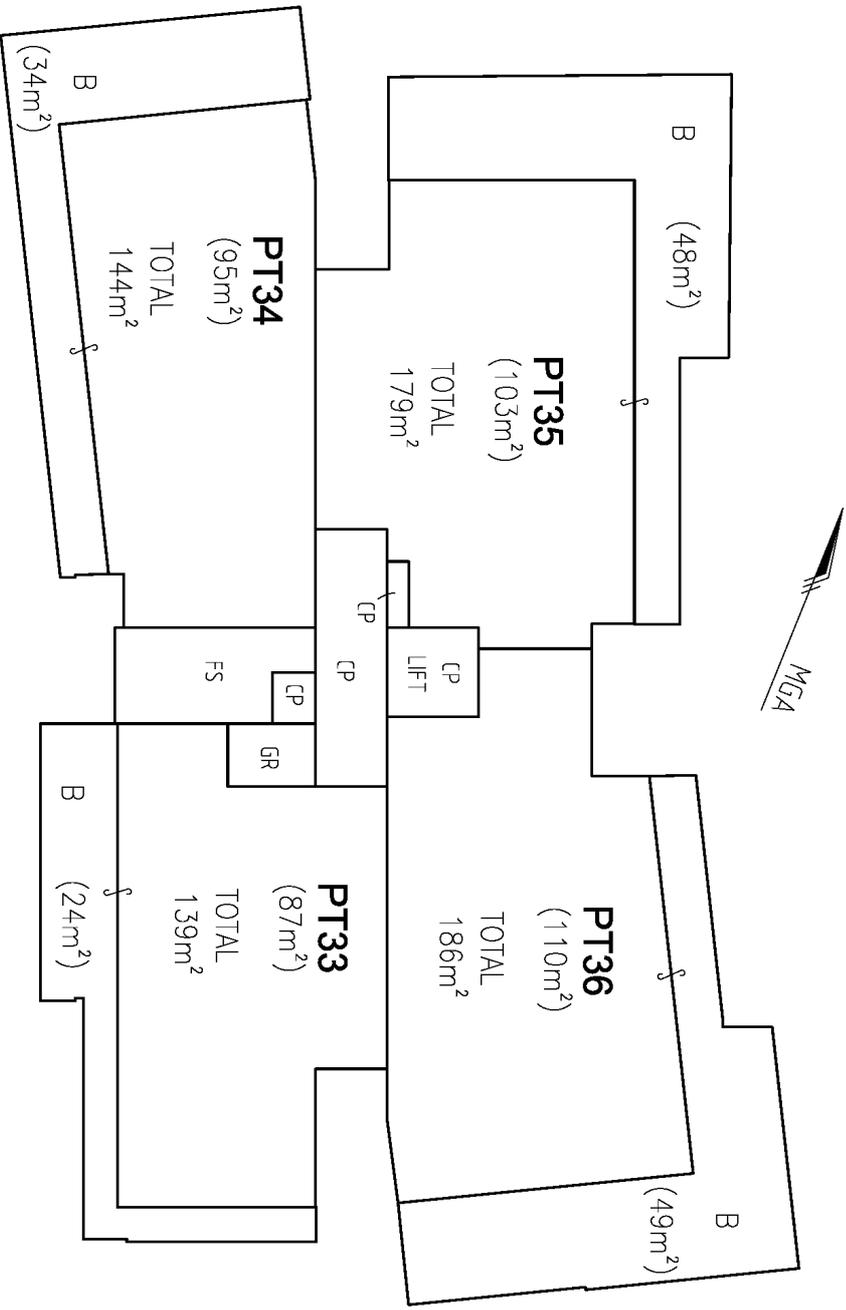
Table of mm

Surveyor: Surveyor's Ref: Subdivision No: Lengths are in metres:	HUYNH DUONG XUAN THAI 14261-SP SC2627 Reduction Ratio 1: 150	Registered:  13.10.2016	SP 94358
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CP DENOTES COMMON PROPERTY
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GR DENOTES GARBAGE ROOM (CP)



LEVEL 4

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Surveyor: HUYNH DUC XUAN THAI Surveyor's Ref: 14261-SP Subdivision No: SC2627 Lengths are in metres: Reduction Ratio 1: 150	Registered:  13.10.2016	SP 94358
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STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only	Office Use Only
Registered: 13.10.2016 Purpose: STRATA PLAN	SP94358

PLAN OF SUBDIVISION OF LOT 100 IN DP 1217495	LGA: PARRAMATTA Locality: CARLINGFORD Parish: FIELD OF MARS County: CUMBERLAND
---	---

<p style="text-align: center;">Strata Certificate (Approved Form 5)</p> <p>(1) The Council of <u>GORDON WREN</u> *The Accredited Certifier <u>GORDON WREN</u> Accreditation No. <u>BPS 0447</u> has made the required inspections and is satisfied that the requirements of; *(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012, *(b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 34 of the Strata Schemes (Leasehold Development) Regulation 2012, have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.</p> <p>*(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.</p> <p>*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.</p> <p>*(4) The building encroaches on a public place and; *(a) The Council does not object to the encroachment of the building beyond the alignment of *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.</p> <p>*(5) This approval is given on the condition that lot(s) ^ are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.</p> <p>Date <u>22nd SEPT. 2016</u> Subdivision No. <u>SC 2627</u> Relevant Development Consent No. <u>CDC 933</u> issued by <u>GORDON WREN</u> *Strike through if inapplicable. ^ Insert lot numbers of proposed utility lots.</p>	Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only) The Owners – Strata Plan No 94358 235-237 CARLINGFORD ROAD CARLINGFORD NSW 2118
--	---

The adopted by-laws for the scheme are: * ^ Model By-laws. *together with, Keeping of animals: Option *A/*B/*C *By-laws in <u>24</u> sheets filed with plan. * strike out whichever is inapplicable ^ Insert the type to be adopted (Schedules 2 - 7 SSM Regulation 2010)	
--	--

<p style="text-align: center;">Surveyor's Certificate (Approved Form 3)</p> I, HUY DUC XUAN THAI..... of RGM PROPERTY SURVEYS PTY LTD..... a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that: (1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met * Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met. *(2) *(a) The building encroaches on a public place; *(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^ to permit the encroachment to remain. *(3) The survey information recorded in the accompanying location plan is accurate. Signature: Date: <u>01/09/2016</u> * Strike through if inapplicable. ^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement	
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Use STRATA PLAN FORM 3A for certificates, signatures and seals	SURVEYOR'S REFERENCE: 14261-SP
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STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

<p style="text-align: right;">Office Use Only</p> <p>Registered:  13.10.2016</p> <p>PLAN OF SUBDIVISION OF LOT 100 IN DP 1217495</p> <p>Subdivision Certificate number: <u>SC 2627</u></p> <p>Date of endorsement:..... <u>22ND SEPT 2016</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">SP94358</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> • A Schedule of Unit Entitlements. • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>. • Signatures and seals - see 195D <i>Conveyancing Act 1919</i>. • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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SCHEDULE OF UNIT ENTITLEMENT

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	266	19	275
2	230	20	274
3	274	21	279
4	272	22	287
5	275	23	283
6	285	24	281
7	283	25	274
8	279	26	238
9	264	27	281
10	228	28	279
11	272	29	285
12	270	30	293
13	275	31	289
14	283	32	287
15	279	33	307
16	277	34	315
17	268	35	327
18	232	36	334
		TOTAL	10000

If space is insufficient use additional annexure sheet.

Surveyor's Reference: 14261-SP

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

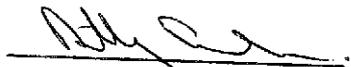
STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

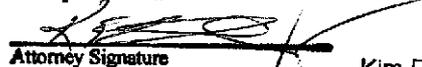
<p>Office Use Only</p> <p>Registered:  13.10.2016</p> <p>PLAN OF SUBDIVISION OF LOT 100 IN DP 1217495</p> <p>Subdivision Certificate number: <u>SC 2627</u> Date of endorsement: <u>22nd SEPT 2016</u></p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">SP94358</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A Schedule of Unit Entitlements.• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>.• Signatures and seals - see 195D <i>Conveyancing Act 1919</i>.• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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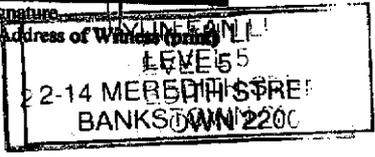
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AS AMENDED, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, IT IS INTENDED TO CREATE:

1. RESTRICTIONS ON THE USE OF LAND
2. POSITIVE COVENANT
3. EASEMENT FOR GARBAGE COLLECTION (C)
VARIABLE WIDTH.


Anthony Saba
Sole Director / Secretary
SABA.COM PTY Limited
ACN 150 513 821

**SIGNED on behalf of
WESTPAC BANKING CORPORATION**
by its attorney(s), under power of attorney
dated 17 January 2001 registered book 4299
no 332. By executing this document the
attorney states that they have received no
notice of revocation of the power of attorney,
in the presence of:


Attorney Signature
Name and Tier of Attorney (print): Kim Fechner
Tier 3 Attorney

Witness Signature: _____
Name and Address of Witness (print):


If space is insufficient use additional annexure sheet.

Surveyor's Reference: 14261-SP

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

(Sheet 1 of 9 sheets)

Plan: SP94358

Plan of Subdivision of Lot 100 in DP
1217495

**Full Name and Address of the Registered
Proprietor of the Land:**

SABA.COM Pty Ltd (A.C.N 150 513 821)
c-/ Level 1, 74 Macquarie Street,
Parramatta NSW 2150

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or right of Carriage way to be released 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	COMMON PROPERTY	City of Parramatta Council
2	Positive Covenant	COMMON PROPERTY	City of Parramatta Council
3	Easement for Garbage Collection (C) VARIABLE WIDTH.	COMMON PROPERTY	City of Parramatta Council



Authorised Person



Kim Fechner
Tier 3 Attorney

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

(Sheet 2 of 9 sheets)

Plan: SP94358

Plan of Subdivision of Lot 100 in DP
1217495

PART 2 (Terms)

1. Terms of Restriction on the Use of Land – OSD Modification numbered 1 in the abovementioned plan:

- (a) The registered proprietor shall not make or permit or suffer the making of any alterations to the on-site stormwater detention system, which is constructed on the lot(s) burdened without the prior consent in writing of City of Parramatta Council.

The expression "on-site stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage.

The on-site stormwater detention system is detailed on the plans approved by Dix Gardner Group Pty Ltd Construction Certificate No. 218/14 on 16/10/2014. A copy of this Construction Certificate is held on Council File No DA/334/2013

2. Terms of Positive Covenant OSD Maintenance numbered 2 in the abovementioned plan:

- (i) The registered proprietor of the lot(s) hereby burdened will in respect of the onsite stormwater detention system:
- (a) keep the onsite stormwater detention system clean and free from silt, rubbish and debris
 - (b) maintain and repair at the sole expense of the registered proprietors the whole of the onsite stormwater detention system so that it functions in a safe and efficient manner;
 - (c) permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
 - (d) 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




Kim Fechner
Tier 3 Attorney

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

(Sheet 3 of 9 sheets)

Plan: SP94358

Plan of Subdivision of Lot 100 in DP
1217495

- (ii) Pursuant to section 88F(3) of the Conveyancing Act 1919-64 the Council shall have the following additional powers:
- (a) 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 part 1(d) above.
 - (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (I) any expense reasonably incurred by it in exercising its powers under sub-paragraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, tools and equipment in conjunction with the said work.
 - (II) 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.
- (iii) This covenant shall bind all persons who are or claim under the registered proprietor(s) as stipulated in Section 88E(5) of the Act.

For the purposes of this covenant, "the system" means the on-site stormwater detention system constructed on the land as detailed on the plans authorised by Dix Gardner Group Pty Ltd Construction Certificate No 218/14 on 16/10/2014, including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to temporarily detain stormwater, as well as all surfaces graded to direct stormwater to the temporary storage. A copy of this Construction Certificate is held on Council File No DA/334/2013.

Name of Authority having the power to release, vary or modify the positive covenant –
City of Parramatta Council



Kim Fechner
Tier 3 Attorney

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

(Sheet 4 of 9 sheets)

Plan: SP94358

Plan of Subdivision of Lot 100 in DP
1217495

3. **Terms of Easement for Garbage Collection numbered 3 in the abovementioned plan:**
- (i) Full and free right for City of Parramatta Council, its servants and agents, contractors and all persons authorised by City of Parramatta Council to go, pass and repass over the whole of the land hereinbefore described as the Servient Tenement at all times with and without vehicles for the purpose of collecting and removing garbage and refuse from the Servient Tenement and for the purposes incidental thereto PROVIDED ALWAYS that:
- a) Nothing herein contained shall entitle any person exercising the aforesaid rights to enter the building, private open space or courtyard except to the extent necessary to gain access to garbage receptacles located therein in positions approved by City of Parramatta Council
- b) Any person exercising the aforesaid rights shall not drive any motor vehicle onto any part of the Servient Tenement which has not apparently been constructed or provided for the purpose of a carriageway or parking area for vehicles.
- c) The aforesaid easement is limited in depth to the top of the concrete driveway and/or top of the concrete ramp to upper basement and/or top of concrete floor slab of upper basement and limited in height to a plane 3.5 metres above the surfaces aforementioned.
- (ii) The rights hereby granted may be exercised by City of Parramatta Council its servants, agents and contractors and all persons authorised by City of Parramatta Council to enter there Servient Tenement without being liable for damage which may be occasioned to the Servient Tenement or any improvements thereon including any paving, driveways, footpaths, lawns, gardens, fences, walls, building or to the property of any person therein or thereon otherwise then by reason of the negligence of City of Parramatta Council.
- (iii) Without the generality of and notwithstanding anything herein before contained if any carriageway or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicle being used in connection with the collection of garbage from the Servient Tenement, neither City of Parramatta Council its servants, agents and contractors nor any person authorised by City of Parramatta Council shall be liable in respect thereof, City of Parramatta Council its servants, contractors and agents and all persons authorised by it to exercise the rights hereby granted shall be indemnified and be kept indemnified by the owner of the Servient Tenement its successors and assigns against all actions, suits, cases of action on suits, claims, demands, proceedings, costs charges, damages or expenses whatsoever which may be brought or made, instituted or claimed against and from them or any of them:



Kim Fechner
Tier 3 Attorney

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

(Sheet 5 of 8 sheets)

Plan: SP94358

Plan of Subdivision of Lot 100 in DP
1217495

- a) by the Owner or any occupier of the Servient Tenement or any part thereof or;
- b) by any other person in respect of any loss of injury sustained or threatened or damages suffered or feared by any such person whether in property or person as a consequence of any act or thing done or omitted by any person whilst upon the Servient Tenement for the purpose of collecting garbage from the Servient Tenement or for a purpose incidental thereto, except where such loss, injury or damages result from the negligence of City of Parramatta Council its servants, contractors, agents or of any person authorised by City of Parramatta Council as aforesaid.

Nothing herein contained shall oblige City of Parramatta Council to have garbage collected from points within the Servient Tenement or shall prevent City of Parramatta Council from discontinuing collection of garbage from within the Servient Tenement PROVIDED ALWAYS that if City of Parramatta Council discontinues collection of garbage from within the Servient Tenement City of Parramatta Council and the Registered Proprietors for the time being of the Servient Tenement shall respectively have the same rights and obligations with regard to removal of garbage from the Servient Tenement as they would have if this instrument had not been executed.

Name of Authority having the power to release, vary or modify the abovementioned easement
– **City of Parramatta Council**


Kim Fechner
Tier 3 Attorney





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

(Sheet 6 of 9 sheets)

Plan: SP94358

Plan of Subdivision of Lot 100 in DP
1217495

4. **Definitions**

“**Authorised Person**” means a person, body or authority authorised by the Grantee and without limitation, where applicable, includes the Grantee’s visitors, employees and contractors.

“**Conveyancing Act**” means the Conveyancing Act 1919 (NSW) as that may be amended from time to time and includes any regulations under that Act.

“**Council**” means City of Parramatta Council.

“**Grantee**” means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Benefited. The expression “Grantee” wherever used means and includes the Grantee and every Authorised Person.

“**Grantor**” means the person, or if more than one, jointly the persons entitled to an estate or interest in possession of the Lot Burdened.

“**Instrument**” means this instrument.

“**Land**” means the land subdivided by the Plan.

“**Lot**” means a lot in the Plan.

“**Lot Benefited**” in connection with a restriction or easement the subject of this instrument, means the Lot Benefited by the relevant restriction or easement.

“**Lot Burdened**” in connection with a restriction or easement the subject of this Instrument, means the Lot Burdened by the relevant restriction or easement.

“**Plan**” means the plan to which this instrument relates.

“**Service**” includes water, stormwater, sewerage, drainage, sullage, fluid wastes, gas, electricity, ventilation, exhaust, air, ducted air, conditioned air, garbage, telephone, telecommunications, television or radio impulses or signals service.


Kim Fechner
Tier 3 Attorney





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

(Sheet 7 of 8 sheets)

Plan: SP94358

Plan of Subdivision of Lot 100 in DP
1217495

Executed by the Registered Proprietor

Executed by SABA.COM Pty Limited
(ACN 150 513 821) in accordance with the
provisions of s.127(1) of the Corporations
Act 2001:



Signature of Sole Director / Secretary

Anthony Saba

Sole Director / Secretary Name



Kim Fechner
Tier 3 Attorney



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

(Sheet 8 of 9 sheets)

Plan: **SP94358**

Plan of Subdivision of Lot 100 in DP 1217495

Executed by City of Parramatta Council

Dated: 19/9/2016

MARK LEOTTA
MANAGER - DEVELOPMENT & TRAFFIC

Authorised Officer as Delegate of City of Parramatta pursuant to Section 377 of Local Government Act 1993.

Witness: KATHY BAILLIE

Signed: K. Baillie

Address of Witness: 126 Church St. Parramatta

SIGNED on behalf of WESTPAC BANKING CORPORATION
by its attorney(s), under power of attorney dated 17 January 2001 registered book 4299 no 332. By executing this document the attorney states that they have received no notice of revocation of the power of attorney, in the presence of:

[Signature]
Attorney Signature
Name and Tier of Attorney (print)

Kim Fechner
Tier 3 Attorney

[Signature]
Witness Signature
Name and Address of Witness (print)

YUN FAN LI
LEVEL 5
14 MEREDITH STREET
BANKSTOWN 2200

REGISTERED  13.10.2016

[Handwritten signature]

Form: 01TG
Licence: 01-05-042
Licensee: LEAP Legal Software Pty Limited
Firm name: Platinum Lawyers (NSW) Pty Ltd

TRANSFER GRANTING EASEMENT



AI17397W

New South Wales
Real Property Act 1900

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

(A) TORRENS TITLE

Servient Tenement (land burdened) 7/31556	Dominant Tenement (land benefited) 1/31556 2/31556
--	--

(B) LODGED BY

Document Collection Box 	Name, Address or DX, Telephone, and Customer Account Number if any Platinum Lawyers (NSW) Pty Ltd PO Box Q1679, Sydney NSW Tel: (02) 8084 2764	CODE TG
	Reference: RN:13118	

(C) TRANSFEROR

Xing Yue International Trading (Aus) Pty Ltd ACN 129 875 136

(D) The transferor acknowledges receipt of the consideration of NIL and transfers and grants

(E) DESCRIPTION OF EASEMENT

Easement for drainage of water 2.5 wide in Part 8 Schedule 8 of Conveyancing Act as shown in the attached plan

out of the servient tenement and appurtenant to the dominant tenement.

(F) Encumbrances (if applicable):

(G) TRANSFEREE

Erminia VUMBACA as to 2/31556
John Hong and Eun Hee HONG as to 1/31556

DATE

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

Corporation: Xing Yue International Trading (Aus) Pty Ltd ACN 129 875 136
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: **JING YU**
Office held: Director

Signature of authorised person:
Name of authorised person: **YANJIE GUO**
Office held: Director

I certify that I am an eligible witness and that the transferee signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of witness:

Name of witness:
Address of witness:

Signature of transferee:

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

Annexure A to Easement to Drain Water 2.5 Wide

PARTIES:

Xing Yue International Trading (Aus) Pty Ltd ACN 129 875 136 – Transferor
Erminia Vumbaca, John Hong and Eun Hee Hong - Transferee

I certify that I am an eligible witness and that the Transferee signed this dealing in my presence.
[See note* below]

Signature of witness 

Name of witness: *GARRY PICKERING*

Address of witness:
*201 Rowe Street
Eastwood*

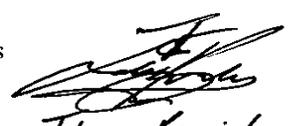
I certify that I am an eligible witness and that the Transferee signed this dealing in my presence.
[See note* below]

Signature of witness 

Name of witness: *John Barich, Unit 10, Level 7,*

Address of witness: *Unit 10, level 7, 25-33
Old Northern Road,
Baulkham Hills, NSW 2153*

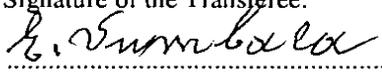
I certify that I am an eligible witness and that the Transferee signed this dealing in my presence.
[See note* below]

Signature of witness 

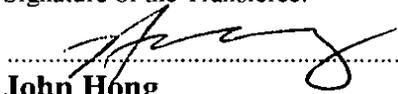
Name of witness: *John Barich.*

Address of witness: *Unit 10, lvl 7, 25-33
Old Northern Road, Baulkham Hills
, NSW 2153*

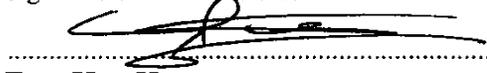
Certified correct for the purposes of the Real Property Act 1900 by the Transferee.

Signature of the Transferee:

.....
Erminia Vumbaca

Certified correct for the purposes of the Real Property Act 1900 by the Transferee.

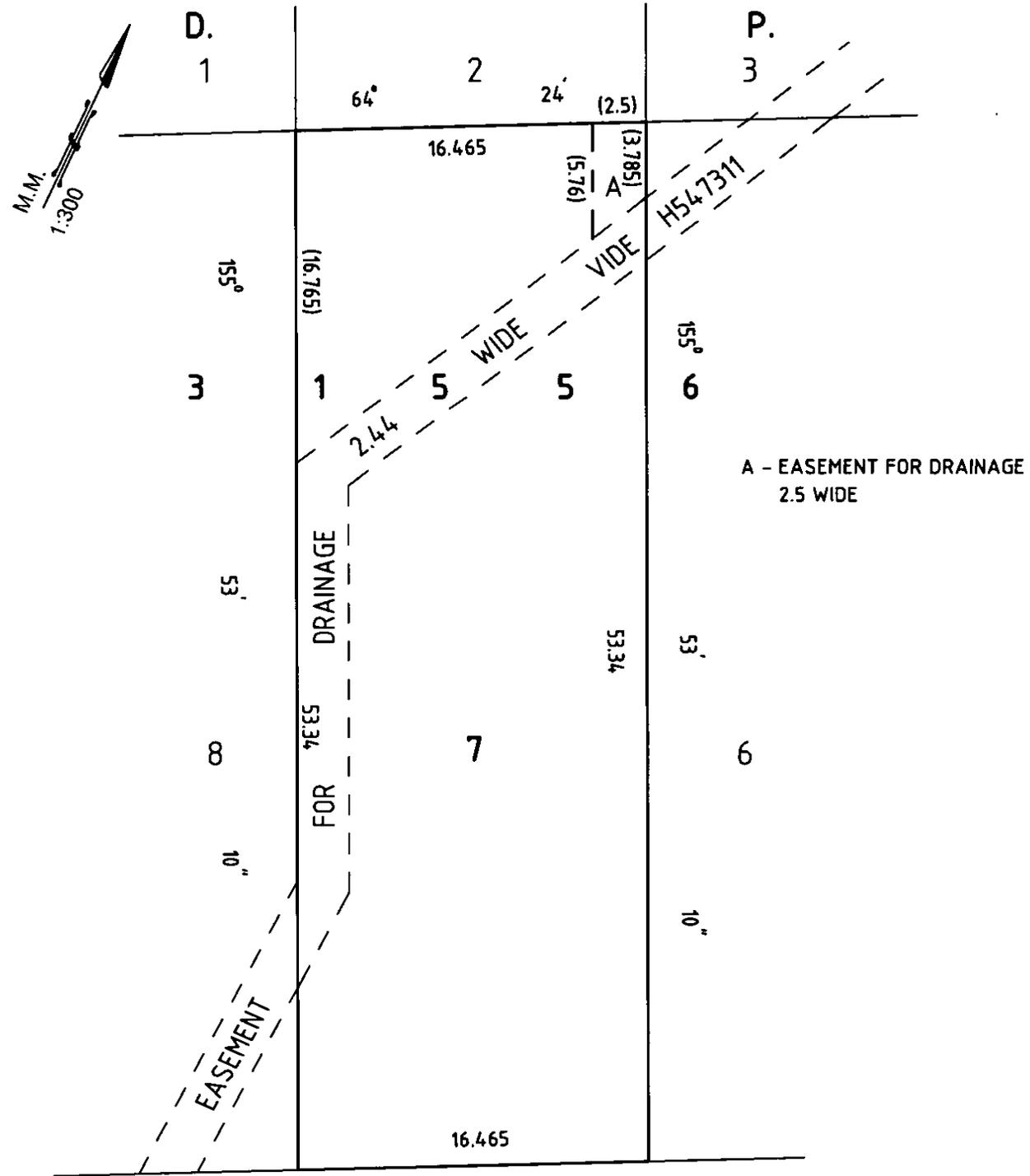
Signature of the Transferee:

.....
John Hong

Certified correct for the purposes of the Real Property Act 1900 by the Transferee.

Signature of the Transferee:

.....
Eun Hee Hong

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

ANNEXURE A
 TRANSFER GRANTING EASEMENT
 WITHIN LOT 7 D.P. 31556



64° 24°
E. Sunboree *Keeler Road*
 XING YUE INTERNATIONAL TRADING (AUS) PTY LTD
 10 MARCH 2013 DIRECTOR: JING YU DIRECTOR: YANJIE GUO
Jing Yu *Yanjie Guo*

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAW**



New South Wales

Strata Schemes Management Act
Real Property Act 1900

AN826539R

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

(A) TORRENS TITLE	For the common property CP/SP94358	
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any DEPENDABLE STRATA 21 FOREST ROAD ARNCLIFFE NSW 2205 Reference: DAVID PEGLER 0280656266
		CODE CH

(C) The Owners-Strata Plan No. 94358 certify that a special resolution was passed on 18/6/2018
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. 27, 28, 29, 30, 31, 32
Amended by-law No. NOT APPLICABLE

as fully set out below:

- 27. REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES
- 28. FALSE ALARMS
- 29. ABSOLUTION OF MAINTENANCE OF UNITS
- 30. FIRE RATED DOORS
- 31. CHANGE OF USE OF LOT
- 32. MINOR WORKS AND RENOVATIONS



(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure _____.

(G) The seal of The Owners-Strata Plan No. 94358 was affixed on 31/10/2018 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: _____

Name: TETSUO YAMAGISHI

Authority: STRATA MANAGER

Signature: _____

Name: _____

Authority: _____

By-Laws- 235-237 Carlingford Rd, Carlingford NSW 2118
VIVID SP94358

A handwritten signature or mark, possibly initials, consisting of a vertical line on the left and a curved line on the right.

Contents

BY-LAW 1. MEANINGS.....	4
BY-LAW 2. CONSENT OF OWNERS CORPORATION	6
BY-LAW 3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY	7
BY-LAW 4. COMMON PROPERTY	7
BY-LAW 5. PREVENTION OF DAMAGE TO COMMON PROPERTY.....	8
BY-LAW 6. OCCUPATION AND USE OF LOTS	8
BY-LAW 7. ALTERATIONS OR WORK TO LOTS	11
BY-LAW 8. SECURITY AND SECURITY KEYS	12
BY-LAW 9. COMPENSATION TO OWNERS CORPORATION.....	13
BY-LAW 10. GARBAGE	13
BY-LAW 11. ANIMALS.....	14
BY-LAW 12. RULES AND CODES.....	14
BY-LAW 13. PROVISION OF AMENITIES OR SERVICES.....	15
BY-LAW 14. INSURANCE PREMIUMS.....	15
BY-LAW 15. SIGNS	15
BY-LAW 16. MOVING AND DELIVERING.....	16
BY-LAW 17. COMPLAINTS AND APPLICATIONS.....	16
BY-LAW 18. LEASE OR LICENCE OF LOTS	16
BY-LAW 19. CARETAKER AGREEMENT	17
BY-LAW 20. OBSTRUCTION OF THE CARETAKER.....	17
BY-LAW 21. ACCESS.....	18
BY-LAW 22. EXCLUSIVE USE BY-LAW IN CONNECTION WITH AIR CONDITIONING.....	18
BY-LAW 23. ESSENTIAL SERVICES	18
BY-LAW 24. FIXTURES.....	20
BY-LAW 25. GENERAL.....	21
BY-LAW 26. STRATA MANAGER	21
BY-LAW 27. REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES.....	21
BY-LAW 28 FALSE ALARMS.....	22
BY-LAW 29. ABSOLUTION OF MAINTENANCE OF UNITS.....	22
BY-LAW 30. FIRE RATED DOORS.....	25
BY-LAW 31. CHANGE OF USE OF LOT	26
BY-LAW 32. MINOR WORKS AND RENOVATIONS	27

BY-LAW 1. MEANINGS

1.1 In these by-laws, these terms (in any form) mean:

Air Conditioning Equipment includes air conditioning plant and equipment and air handling units and includes the Cables associated with the Air Conditioning Equipment.

Apartment Services means the provision by the Caretaker to those Owners and Occupiers who elect to use them, services associated with the occupation of the Apartment.

Approved Building Works means works to a Lot or Common Property which have been approved by the Owners Corporation.

Authority means any Governmental Agency or any statutory, public or other Authority having jurisdiction over the Building.

Building means the building or buildings constructed within the Parcel.

By-laws means the by-laws in place from time to time for the Strata Scheme.

Cable means cables, conduits, pipes, wires and ducts.

Caretaker means the person appointed by the Owners Corporation to enter into the Caretaker Agreement.

Caretaker Agreement means the agreement between the Owners Corporation and the Caretaker contemplated by by-law 19.

Code means a code made by the Owners Corporation in accordance with by-law 12.1 (as it may be amended or changed).

Common Property means so much of the Parcel as from time to time is not comprised in any Lot.

Development Act means the Strata Schemes (Freehold Development) Act 1973.

Development Consent means a consent issued under the Environmental Planning and Assessment Act 1979 and includes all amendments and variations to that consent.

Equipment includes plant, machinery, equipment and security devices.

Executive Committee means the executive committee appointed by the Owners Corporation.

Garbage means any refuse, recyclable material or waste.

Garbage Room means that part of the area in the Building designated for the storing of Garbage.

Governmental Agency means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity.

Law includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lot means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

Management Act means the Strata Schemes Management Act 2015 (NSW).

Managing Agent means the person appointed by the Owners Corporation as its strata managing agent under s27 of the Management Act and if no person is for the time being so appointed, the secretary of the Owners Corporation.

Occupier means the occupier, lessee or licensee of a Lot.

Original Owner means the registered proprietor of the Lots at the time of registration of the Strata Plan.

Owner means the registered proprietor of a Lot or the mortgagee in possession of a Lot.

Owners Corporation means the owners corporation constituted on registration of the Strata Plan.

Parcel means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Real Estate Services means the provision by the Caretaker to those Owners who elect to use them, services associated with the letting, managing and sale of the Apartments.

Restricted Matter means a matter or class of matter determined by the Owners Corporation by way of an ordinary resolution to be a matter or class of matter to be determined by the Owners Corporation in general meeting.

Rules means the rules made by the Owners Corporation in accordance with by-law 12.1 (as they may be amended or changed).

By-Laws- 235-237 Carlingford Road, Carlingford NSW 2118

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks or to operate alarms, security systems or communication systems in the Building.

Services means the services provided by the Caretaker to the Owners Corporation under the Caretaker Agreement including without limitation, building services, building maintenance services, cleaning services, garbage removal and waste services and landscaping services.

Sign includes any sign, light, advertisement, name, notice, placard and any other similar item, and includes any Sign advertising a Lot for sale or to let.

Signage Code means the code comprising part of or attached to these by-law containing the code in connection with the type of Sign permitted by by-law 23, the manner of erecting any such Sign and the manner of maintaining any such Sign.

Strata Plan means strata plan 93664.

Strata Scheme means the strata scheme constituted on registration of the Strata Plan.

1.2 Undefined words in these by-laws have the same meaning as they do in the Management Act.

1.3 Any reference to:

(a) Legislation includes later legislation which changes it, including regulations, proclamations, Ordinances and by-laws issued under the later legislation;

b) a thing includes the whole or each part of it; and

(c) the singular includes the plural and vice versa.

1.4 Headings do not affect the interpretation of the by-laws.

BY-LAW 2. CONSENT OF OWNERS CORPORATION

2.1 Where a by-law requires the consent of the Owners Corporation, unless stated otherwise in that by-law, the consent may be given by either:

- (a) the Owners Corporation in general meeting; or
- (b) the Executive Committee at a duly convened meeting of the Executive Committee unless it is a Restricted Matter.

2.2 Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (c) May be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

2.3 Notwithstanding the provisions of by-law 2.2, where an Owner or Occupier makes an application for the consent of the Owners Corporation to a particular activity and the Owners Corporation has developed a Rule or Code relating to that activity or class of activity, if the activity for which the Owner or Occupier seeks consent is one which is approved by the relevant Rule or Code, the Owners Corporation must not withhold its consent to the application by that Owner or Occupier to the carrying out of that activity.

2.4 Consent given by the Strata Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

2.5 Owners and Occupiers must comply with any condition in a consent.

2.6 Where a by-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a Caretaker, that act or activity must be reported to the Caretaker; and
- (b) if the Owners Corporation has not appointed a Caretaker, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Strata Committee.

BY-LAW 3. BEHAVIOUR AND RESPONSIBILITY ON COMMON PROPERTY

- 3.1 Owners and Occupiers must be adequately clothed when on Common Property.
- 3.2 Owners and Occupiers must do all that is necessary not to break any Law when on Common Property.
- 3.3 Owners and Occupiers must not:
- (a) make noise or behave in a way likely to interfere with another's peaceful enjoyment of their Lot or Common Property;
 - (b) use language or behave in a manner likely to cause offence or embarrassment to the Occupier of another Lot or to any person lawfully using Common Property;
 - (c) obstruct the lawful use of Common Property by any person;
 - (c) smoke while on Common Property or allow smoke to emit from their Lot;
 - (d) do anything which is illegal while on Common Property; or
 - (f) bring or permit to enter, any heavy article which might cause structural damage to the Building.
- 3.4 Owners and Occupiers must ensure their children and the children of their visitors:
- (a) are accompanied by a responsible adult if they are playing within the bounds of Common Property; and
 - (b) unless accompanied by a responsible adult, do not enter areas of Common Property that are likely to be dangerous to children.
- 3.5 Owners and Occupiers must ensure their invitees:
- (a) are not left to remain on the Common Property unsupervised except to the extent reasonably necessary for their arrival and departure;
 - (b) do not do anything that they cannot do under the By-laws; and
 - (b) are removed from the Building upon refusing to comply with the By-laws.
 - (c)

BY-LAW 4. COMMON PROPERTY

- (a) inform the Owners Corporation of any noticeable defect they notice in the Common property or personal property vested in the Owners Corporation: and s Corporation; and

(b) have consent from the Owners Corporation under the By-laws if alterations carried out on their Lot affect Common Property.

4.1 Owners and Occupiers must not:

- (a) do anything to damage or deface Common Property;
- (b) interfere with any personal property vested in the Owners Corporation;
- (c) interfere with the operation of any Equipment installed in the Common Property;
- (d) damage any lawn, plant, tree or garden situated on or within Common Property;
- (d) purposely damage or use part of a lawn or garden, a plant or tree for their own purpose;
- (e) place or hang laundry on any part of the Common Property;
- (g) park or stand any motor vehicle, boat or other vehicle on any part of the Common Property; or
- (h) use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

4.2 Notwithstanding s62 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the By-laws.

BY-LAW 5. PREVENTION OF DAMAGE TO COMMON PROPERTY

5.1 Owners and Occupiers must not:

- (a) interfere with the operation of any Equipment installed in the Common Property;
- (b) modify any existing Equipment (whether or not such Equipment is contained wholly within their Lot); or
- (c) interfere with Common Property or remove any article from the Common Property placed there by direction or authority of the Owners Corporation, without the prior written consent of the Owners Corporation.

BY-LAW 6. OCCUPATION AND USE OF LOTS

6.1 General

- (a) Owners and Occupiers must:
 - (i) keep their lot clean, tidy and in good repair; and
 - (ii) comply with all Laws affecting their Lot.

- (b) Owners and Occupiers must not:
 - (i) store or use any chemical, liquid, gas or flammable material on their Lot unless it is to be used in the lawful, permitted use of their Lot; and use or occupy or allow their Lot to be used or occupied:
 - (A) for any unlawful purpose; or
 - (B) for any purpose that may affect, lessen or damage the reputation of the Building.
 - (iii) break any Law whilst on their Lot;
 - (iv) place or hand laundry, towels, rugs, bedding or any other similar item on any part of their- Lot that is visible from outside their Lot;
 - (v) keep anything which is visible from outside their Lot which is inconsistent with the visual aesthetics of the Building;
 - (vi) operate or allow to operate any device or electronic equipment on their Lot which interferes with any domestic appliance lawfully in use in the Building or another Lot;
 - (vii) place, attach or hang from any part of their Lot or the Common Property any aerial or any security device or wires; or
 - (viii) install or operate any intruder alarm in their Lot which emits an audible signal.

6.2 Floor coverings

Owners and Occupiers must ensure the floor space within their Lot is covered or otherwise treated so as to prevent the transmission of noise from such floor space which is likely to disturb the peaceful enjoyment of another Lot (kitchens, bathrooms and laundries excluded).

6.3 Window coverings

- (a) Owners and Occupiers must ensure the window treatment of their Lot (such as curtains, blinds, shutters and louvres) is either of a neutral or off white colour or a colour approved by the Owners Corporation. Any window treatment such as shutters must be painted, and must be painted in a neutral or off white colour.
- (b) Owners and Occupiers must not tint the windows or glass doors of their Lot with mirror reflective tint.
- (c) Owners and Occupiers must not without the consent of the Owners Corporation:
 - (i) tint the windows or glass door of their Lot with any other type of tint;
 - (ii) attach, erect, install or affix any window treatment to the outside of the windows or doors on their Lot (such as louvres, shutters, awnings, sun shades or sun blinds);
 - (iii) attach, erect, install or affix any bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in their Lot which is visible from outside the Lot

6.4 Cleaning windows

- (a) Owners and Occupiers must keep clean all interior surfaces and exterior surfaces of glass in windows and doors on the boundary of their Lot, including so much as is Common Property, unless:
 - (i) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean; or
 - (ii) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

- (b) The Owners Corporation may decide:
 - (i) to keep clean that part of the Common Property which is the glass surface of any window or door or the boundary of any Lot or Lots; or
 - (ii) not to keep clean that part of the Common Property which is the glass surface of any window or door on the boundary of any Lot or Lots.

6.5 Balconies

- (a) Owners and Occupiers must:
 - (i) keep the balconies of their Lot clean, tidy and in good repair; and
 - (ii) ensure those parts of the balcony rails and door and window frames which are Common Property are cleaned on a regular basis so as to prevent corrosion, rusting and weathering,
- (b) Owners and Occupiers must not:
 - (i) place or hang any item on the balcony of their Lot;
 - (A) which is fixed;
 - (B) which is inconsistent with the use as a balcony; or
 - (C) which is inconsistent with the aesthetics and appearance of the Building;
 - (ii) place or hang laundry, towels, rugs, bedding or any other items on the balcony of their Lot.

6.6 Barbeques

Owners and Occupiers must not:

- (a) place or operate a barbeque on the balcony of their Lot unless:
 - (i) it is a portable gas barbeque with a cover; or
 - (ii) it is a barbeque approved by, or a type approved by the Owners Corporation;
- (b) permit any smoke odour to emit from a barbeque on their Lot which causes or is likely to cause a nuisance to the Owners and Occupiers of other Lots.
- (c)

6.7 Car space

- (a) Owners and Occupiers must keep the car space of their Lot clean and free from grease.
- (b) Owners and Occupiers must not use their car space for storage purposes, except in the case that a bonnet storage cage has been provided.
- (c) Owners and Occupiers may only use their car space for parking motor bicycles, bicycles and motor vehicles (and no other vehicles such as boats or caravans).
- (d) Owners and Occupiers must not enclose their car spaces.

6.8 Commercial operations

- (a) The Owners Corporation must be notified by an Owner or Occupier (not being the Owner or Occupier of a Retail Lot):
 - (i) who is carrying out or intends to carry out; or
 - (ii) who permits or intends to permit any person to carry out commercial operations from their Lot.

- (b) On request by the Owners Corporation, each Owner and Occupier of a Lot must give the Owners Corporation a copy of the consents they hold in connection with any commercial activities being operated on their Lot (this by-law applies to Commercial Lots).

BY-LAW 7. ALTERATIONS OR WORK TO LOTS

- 7.1 The consent of the Owners Corporation must be obtained if an Owner or Occupier wishes to:
 - (a) make alterations to, additions to, remove, repair or replace:
 - (i) any part of the Common Property near or within their Lot such as Common Property walls, Common Property windows and doors, Common Property floor and ceilings);
 - (ii) the structure of their Lot;
 - (iii) the internal walls inside their Lot (such as dividing walls, even though they may not be Common Property);
 - (iv) the balcony attached to their Lot (such as enclosing it or erecting some permanent structure on it (this does not include plants and furniture);
 - (v) any bars, screens, grilles or other safety devices to the exterior or any windows or doors of their Lot;
 - (c) install, place or leave anything on the car space of their Lot which is not a motor Vehicle; or
 - (d) enclose the car space of their Lot.
- 7.2 Owners and Occupiers of Lots must not commence to carry out any Approved Building Works to their Lot, any other Lot or the Common Property:
 - (a) unless the Owners Corporation has approved the plans and specifications for the works;
 - (b) they have procured all relevant consents from the relevant Authorities;
 - (c) if applicable, they have in place all relevant insurances and have given a copy of the policy and the certificate of currency to the Owners Corporation; and
 - (d) if applicable, they have provided to the Owners Corporation all reports and other information requested by the Owners Corporation in connection with the works.
- 7.3 When carrying out Approved Building Works in connection with a Lot the Owner and Occupier of the Lot must:
 - (a) comply with the reasonable requirements of the Owner Corporation and the consent from the Owners Corporation; or
 - (b) comply with the requirement of all relevant Authorities and the consents from the relevant Authorities;
 - (c) ensure the works are carried out in a proper and workmanlike manner;
 - (d) use only qualified and where appropriate, licensed tradesmen;
 - (e) ensure the works are carried out without undue delay;

- (f) ensure no materials, tools, rubbish or debris are left lying about the Common Property;
- (g) cause as little disturbance as is practicable to other Owners and Occupiers;
- (h) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
- (i) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
- (j) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage; and
- (k) ensure the works are installed wholly within the boundaries of their Lot.

7.4 On completion of Approved Building Works in connection with a Lot, the Owner and Occupier of the Lot must:

- (a) ensure all rubbish and debris caused by the works is removed from the Building;
- (b) ensure the Common Property is left clean and tidy; and
- (d) if required by the Owners Corporation, give the Owners Corporation a set of as-built plans of the works.

7.5 Each Owner and Occupier must ensure the completed works comply with the requirements of all relevant Laws and Authorities and do not result in the Owners Corporation breaching any Law or the requirements of any Authority.

BY-LAW 8. SECURITY AND SECURITY KEYS

8.1 If it considers it necessary, the Owners Corporation may:

- (a) close off or restrict by means of Security Key access to any part of the Common Property not required for access to a Lot on either a temporary or permanent basis;
- (b) exclude your access to any part of the Common Property as a means of monitoring the security of the Building; and
- (c) restrict by means of Security Key Your access to one level of the Building to any other level.

8.2 Owners and Occupiers must not do or permit anything which may prejudice the security or safety of the Building.

8.3 Owners and Occupiers must close all security doors and gates when they pass through them.

8.4 If the Owners Corporation restricts access under by-law 8.1, the Owners Corporation may make available to Owners and Occupiers free of charge or for a charge or bond (at the election of the Owners Corporation) the number of Security Keys which the Owners Corporation considers necessary.

8.5 The Owners Corporation may charge Owners and Occupiers a fee or a bond for any additional or extra Security Key they may require.

- 8.6 Owners and Occupiers must exercise great care in making a Security Key available for users of their Lot.
- 8.7 Owners and Occupiers must take all reasonable steps to ensure return of the Security Key to the Owner or the Owners Corporation.
- 8.8 Owners and Occupiers must not duplicate or permit a Security Key to be duplicated and must take all reasonable steps to ensure a Security Key is not lost or handed to any person other than another Owner or Occupier or to the Owners Corporation.
- 8.9 Owners and Occupiers must promptly notify the Owners Corporation Security Key is lost or destroyed.
- 8.10 The Owners Corporation has the power to re-code Security Keys and to require Owners and Occupiers to return their Security Keys to have them re-coded.
- 8.11 The Owners Corporation has the power to make agreements with other parties to manage the Security Keys system for a charge, and if it does, Owners and Occupiers must deal with that party and pay the fee or bond that party may require for Security Keys.

BY-LAW 9. COMPENSATION TO OWNERS CORPORATION

- 9.1 Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or persona] property vested in the Owners Corporation caused by them or any of their invitees.
- 9.2 Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the By-laws by them or anyone under their control.

BY-LAW 10. GARBAGE

- 10.1 Owners and Occupiers may only dispose of Garbage in the manner provided by this by-law.
- 10.2 Garbage that is not recyclable must be:
 - (a) securely wrapped in small parcels (any tins or other containers must be completely drained before being wrapped);
 - (b) placed in the garbage receptacles in the Garbage Room.
- 10.3 Garbage that is recyclable material must be:
 - (a) separated from Garbage that is not recyclable;
 - (b) prepared and separated in accordance with any applicable recycling guidelines for the Building (prepared by the Owners Corporation, the local Council, any relevant Authority or otherwise);
 - (c) in the case of bottles, completely drained; and
 - (e) placed in the relevant recyclable bins in the Garbage Room.
- 10.4 Owners and Occupiers must:

- (a) promptly remove any Garbage that may have been spilled; and
- (b) promptly clean the area on which the Garbage has been spilled.

10.5 Owners and Occupiers must not:

- (a) place or leave Garbage anywhere on the Common Property other than:
 - (i) in the case of Garbage that is not recyclable, in the chutes contained in the Garbage Closets on the floor of the Building in which their Lot is located;
 - (ii) in the case of recyclable Garbage, in the relevant receptacle in the Recyclable Garbage Room;
- (b) place or leave any item of recyclable Garbage in any receptacle in the Recyclable Garbage Room other than the receptacle marked for that particular kind of recyclable Garbage; or
- (c) enter the Garbage Room or place or leave Garbage in the Garbage Room.

BY-LAW 11. ANIMALS

11.1 No Animals Permitted.

BY-LAW 12. RULES AND CODES

12.1 The Owners Corporation may make Rules and Codes relating to matters associated with:

- (a) the use and management of the Building;
- (b) the security and control of the Building;
- (c) the manner of treating windows and glass doors of Lots (such as the type and colour of window treatment which is permitted);
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety device on the interior or exterior of windows or doors in Lots;
- (e) the manner of enclosing car spaces;
- (f) the appearance of Lots;
- (g) the appearance of the Building;
- (h) the type of furniture and other items which are prohibited from being placed on balconies;
- (i) the type of Signs;
- (j) any other matter determined by the Owners Corporation.

12.2 The Owners Corporation may amend or replace any Rule or Code.

12.3 Owners and Occupiers are bound by the Rules and the Codes.

12.4 The Owners Corporation must display any new or amended Rule or Code on the notice board of the Building for at least 7 days, or send a copy to each Owner.

12.5 If the Owner is not the Occupier, the Owner must send a copy of the Rules or Code to the Occupier within 7 days of receiving a copy from the Owners Corporation.

BY-LAW 13. PROVISION OF AMENITIES OR SERVICES

13.1 The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply; and
- (c) telecommunication services (for example, cable television).

13.2 If the Owners Corporation makes a resolution referred to in by-law 13.1 to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

BY-LAW 14. INSURANCE PREMIUMS

14.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers may not do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

14.2 Consent under by-law 14.1 allows the Owners Corporation to require an Owner to reimburse the Owners Corporation for the higher premiums.

14.3 Owners and Occupiers must immediately notify the Owners Corporation of any activity carried out or intended to be carried out or permitted to be carried out on their Lot which may increase the premiums for the insurances held by the Owners Corporation.

14.4 Owners are responsible to pay the amount by which any insurance premium may increase as a result of any activity being carried out on that Owner's Lot. The increased amount must be paid from time to time on demand from the Owners Corporation. A letter from the broker for the Owners Corporation is, in the absence of manifest error, conclusive evidence of the increased amount.

BY-LAW 15. SIGNS

15.1 Unless there is prior written consent of the Owners Corporation, Owners and Occupiers must not attach, erect or exhibit any Sign to or on any part of the Common Property or any part of their Lot which is visible from outside their Lot.

- 15.2 The provisions of this by-law;
- (a) do not bind the Original Owner; and
 - (c) do not apply to Signs erected by the Caretaker indicating the location of its office or advertising its services.
- 15.3 Notwithstanding the provisions of by-law 15.1, Retail Lot Owners and Occupiers may erect Signs that comply with the Retail Code.

BY-LAW 16. MOVING AND DELIVERING

- 16.1 This by-law relates to moving in and out of the Building, taking delivery of Items in the Building and moving large or heavy items through the Common Property
- 16.2 Such items may only be moved through the Common Property delivery of, in accordance with the requirements and Rules of the Corporation.
- 16.3 Owners and Occupiers must not do any damage to the Common Property, or must immediately make good any such damage they have caused to their Lot.
- 16.4 If the Owners Corporation has appointed a Building Manager, Owners and Occupiers must comply with his requirements.

BY-LAW 17. COMPLAINTS AND APPLICATIONS

- 17.1 Any complaint or application to the Owners Corporation or the Executive Committee must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.
- 17.2 If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Executive Committee.

BY-LAW 18. LEASE OR LICENCE OF LOTS

- 18.1 This by-law applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.
- 18.2 If an Owner of a Lot has leased or licensed that Lot, the Owner of the Lot:
- (a) must ensure the Occupiers have a copy of the most recent version of the By-laws, and any amendments or changes from time to time of the By-laws;
 - (b) must ensure the Occupiers comply with the By-laws;
 - (c) must act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Executive Committee, the Managing Agent and the Caretaker(if any) about the Occupiers; and

- (d) must take all action available to ensure the Occupiers comply with the By-laws and any reasonable notice the Owner receives from the Owners Corporation.

18.3 If an Owner of a Lot has leased or licensed that Lot, the Occupier of the lot.

- (a) Must comply with the By-Laws; and
- (c) must promptly comply with any notice it receives from the Owners Corporation, the Executive Committee, the Managing Agent and the Caretaker(if any).

BY-LAW 19. CARETAKER AGREEMENT

19.1 The Owners Corporation may:

- (a) appoint the Caretaker to provide the Services; and
- (b) enter into the Caretaker Agreement referred to in by-law 19.2 to provide those services.

19.2 The Caretaker Agreement may contain the following provisions:

- (a) provide for remuneration to the Caretaker of an annual fee to be agreed between the Owners Corporation and the Caretaker; and
- (b) provide for the annual fee to be reviewed annually in accordance with the Consumer Price Index.

19.3 The agreement may include provisions about:

- (a) the manner in which the Caretaker must carry out the Services;
- (b) the manner in which employees and contractors are to be engaged;
- (c) the manner in which the Caretaker may be reimbursed for expenses; and
- (d) the manner in which the agreement may be assigned.

19.4 The agreement may contain provisions pursuant to which the Owners Corporation:

- (a) consents to the Caretaker providing the Apartment Services and the Real Estate Services;
- (b) permits the Caretaker to use any part of the Common Property for the purposes of providing the Apartment Services and the Real Estate Services; and
- (c) agrees not to permit any other party to use the Common Property or any part of it for the purpose of providing services similar to the Apartment Services and the Real Estate Services.

BY-LAW 20. OBSTRUCTION OF THE CARETAKER

20.1 Owners and Occupiers must not:

- (a) interfere with or obstruct the Caretaker from providing the services contemplated by the Caretaker Agreement; and
- (b) interfere with or obstruct the Caretaker from using any part of the Common Property in providing the services contemplated by the Caretaker Agreement.

BY-LAW 21. ACCESS

- 21.1 The Owners Corporation and the Caretaker may by each of their respective agents, employees or contractors with or without tools and materials, enter, have access to and go through a Lot or any part of a Lot for the purposes of:
- (a) carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
 - (b) carrying out work required to be carried out by the Owners Corporation by a notice served on it by any public authority; and
 - (c) carrying out work required to be carried out by the Owners Corporation by an order under the Management Act.
- 21.2 Owners and Occupiers must not obstruct or hinder the Owners Corporation in the exercise of its functions under this by-law.
- 21.3 In order for the Owner' Corporation to undertake its functions in this by-law, the Owners and Occupiers of Lots must permit the Owners Corporation and the Caretaker to temporarily store any necessary equipment or material on the Lot.

BY-LAW 22. EXCLUSIVE USE BY-LAW IN CONNECTION WITH AIR CONDITIONING

- 22.1 This is an exclusive use and special privilege by-law. This by-law may only be amended so far as it relates to a Lot by a special resolution of the Owners Corporation and with the written consent of the Owner of the Lot.
- 22.2 This by-law benefits each Lot. References to "Lot" in this by-law is a reference to each Lot.
- 22.3 Despite any other by-law to the contrary, the owner of the Lot and every person authorised by it has the special privilege to connect its Lot to the Air Conditioning Equipment and the Cables in connection with its Lot to the extent the Air Conditioning Equipment in connection with or servicing the Lot is not contained within the Lot.
- 22.4 The Owner is responsible for the maintenance, repair and replacement of the Air Conditioning Equipment relative to its Lot to the extent it is contained on the Common Property.

BY-LAW 23. ESSENTIAL SERVICES

- 23.1 The following terms used in this by law are defined as follows:

- (a) 'Fire Door' means the common property entrance door/s to each lot in the strata scheme "Smoke alarms" meaning any smoke alarms within the lot.
- (b) "Emergency Lighting" meaning all emergency lighting within the common property.
- (c) "Exit signs meaning any exit sign installed throughout the common property or lot.
- (d) "Fire Hoses & Extinguishers" meaning any such items installed throughout the common property or a lot
- (e) "Original Condition" means the condition at the date of registration of the strata scheme. Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have then same as those words are attributed under that Act.

23.2 Duties of Owners and Occupiers as are follows:

- (a) An owner or occupier of a lot must not replace or make any alterations or additions to the (Fire Doors, smoke alarms, emergency lighting, exit signs, fire hoses and extinguishers) that gives access to the owner's or occupier's lot (including, but not limited to the replacement of locks) without first obtaining the written approval of the owners corporation; and
- (b) make any alterations or additions to a (Fire Doors, smoke alarms , emergency lighting, exit signs, fire hoses and extinguishers)that gives access to the owner's or occupier's lot that is in breach of the fire regulations under the Building Code of Australia.

23.3 Liability of Owners and Occupiers are as follows:

- (a) An owner of a lot will be liable for any damage, alteration or addition made or caused to a (Fire Doors, smoke alarms, emergency lighting, exit signs, fire hoses and extinguishers) by the owner or occupier without the written approval of the owners corporation, and will reinstate the (Fire Doors, smoke alarms, emergency lighting, exit signs, fire hoses and extinguishers) to its original condition immediately after it has occurred.
- (b) An owner of a lot will also be liable for any damage, alteration or addition made or caused to a (Fire Doors, smoke alarms, emergency lighting, exit signs, fire hoses and extinguishers) by the occupier or lessee of that owner's lot without the written approval of the owners corporation, and will reinstate the (Fire Doors, smoke alarms, emergency lighting, exit signs, fire hoses and extinguishers) to its Original Condition immediately after it has occurred.

23.4 Indemnity of Owners and Occupiers are as follows:

- (a) An owner of a lot must indemnify the owners corporation against any loss or damage the owners corporation suffers as a result of any damage, alteration or addition made or caused to a (Fire Doors, smoke alarms, emergency lighting, exit signs, fire hoses and extinguishers) by the owner or the occupier or lessee of the owner's lot including liability under section 65(6) in respect of any property of the owner,

23.5 Rights to Remedy Default as follows:

- (a) An owner or occupier of a lot fails to comply with this by-law, then the Owners Corporation may;
- (b) Carry out all necessary to perform the obligation;
- (c) enter upon any part of the parcel to carry out that work; and
- (c) recover the costs of carrying out that work as a debt from the owner of the lot.

BY-LAW 24. FIXTURES

- 24.1 In this By-Law 24 "Fixture" means a fixture, and all components or parts thereof whether or not visible from outside a Lot, equipment or building work made or installed by an Owner or Owner of a Lot, and without limiting the generality of this By-Law or the powers of the Owners Corporation, includes an air-conditioner, gas bayonet, burglar alarm system together connections whether for electrical wiring or plumbing connections servicing a Lot whether or not installed by the Original Owner or Owner from time to time of a Lot.
- 24.2 Unless it is a fixture removable by a lessee or sublessee at the expiration of a tenancy a fixture that serves a Lot is an Owner's fixture.
- 24.3 The Owner of a Lot must maintain in a state of good and serviceable repair a fixture that services his Lot, and must renew or replace it where necessary.
- 24.4 The Owner of a Lot must ensure that any maintenance, renewal or replacement of a fixture servicing his Lot and visible from the outside of his Lot, is done so that the fixture is in keeping with the appearance of the rest of the building.
- 24.5 The Owner of a Lot must indemnify the Owners Corporation against any liability or expense incurred by reason of the existence or user of a fixture that services his Lot, being a liability or expense that would not have been incurred if the fixture had not been made or installed.
- 24.6 This By-Law shall not create any obligation on the part of the Lessor or Sub lessor of a Lot in favour of his lessee or sublessee.
- 24.7 Insofar as this By-Law is contrary to the terms of the consent of the Owners Corporation to the making or installation of a fixture, this By-Law has affected in relation to that fixture subject to those terms.
- 24.8 The Owners Corporation may terminate this By-Law entirely or insofar as it affects any one proprietor for the good order and maintenance of the building or other sufficient cause.
- 24.9 The Owner of a Lot must, in relation to any fixture, pay any increased insurance premium payable by the Owners Corporation as a consequence of such fixtures.
- 24.10 The Owner of a Lot must comply with the Noise Control Act 1975 and regulations thereunder and any similar legislation in relation to any fixture and also satisfy standards relevant to the affixing of a fixture and ensure the disposal of any condensation or discharge from a fixture remaining within the Owner's Lot and does not become a hazard to Common Property.

- 24.11 The Owner of a Lot must, in relation to such fixture, repair and reinstate any damage to the Common Property that occurs in the installation or removal or repairing or replacing of a fixture.

BY-LAW 25. GENERAL

- 25.1 The Strata Manager may serve any Notice to a Lot by way of email.

BY-LAW 26. STRATA MANAGER

- 26.1 The Owners Corporation must appoint and enter into an agreement with Strata Manager.

BY-LAW 27. REIMBURSEMENT OF COSTS, CHARGES AND EXPENSES

That the Owners Corporation specially resolves pursuant to section 141 of the Strata Schemes Management Act 2015 to create an additional By-Law for the reimbursement of costs, charges and expenses as detailed in Annexure B

- A. In the event that an owner or occupier of a lot breaches a registered by-law in the strata plan, the Owners Corporation may to the extent permitted by law, recover from the owner or occupier as a debt:
- (a) The expenses incurred by the Owners Corporation arising out of or caused by a breach of by-laws, including expenses incurred rectifying, preventing, or attempting to rectify, restrain or prevent a breach, such as strata managing agent's and legal or administrative costs to:
 - (1) issue a notice to comply with a by-law,
 - (2) prepare an application for and attend mediation,
 - (3) prepare an application for an order by a tribunal,
 - (4) prepare an application for a penalty to be imposed,
 - (5) Appear at the tribunal on behalf of the Owners Corporation.
 - (6) Any costs incurred relating to action taken to remedy a breach of by-law.
 - (c) the expenses incurred by the Owners Corporation recovering any or all of the expenses and the costs of and related to the breach of by-laws, including legal costs and disbursements on an indemnity basis.
- B. Nothing in this clause limits the rights of or the remedies available to the Owners Corporation on a breach of any by-law.
- C. In addition to any other rights of the owners corporation under this by-law, the Owners Corporation may charge interest (in accordance with section 85 of the Strata Schemes Management Act 2015) on any amounts if not paid at the end of one month after they become due and payable by the owner under this by-law.

BY-LAW 28 FALSE ALARMS

Introduction

This by-law sets out rules concerning the recovery of Fire Brigade False Alarm Fees for False Alarms caused by lot owners or occupiers of a lot

That an owner or occupier of a lot who has been deemed responsible for triggering a False Alarm occasioning in a fee being charged by NSW Fire Services will have the cost of the fee charged to the lot owner's account.

Eye witnesses, security camera footage or the false alarm report issued by NSW Fire Brigade will be the used to determine the party responsible for the false alarm.

Recovery of Expenses from lot owner In the event that an owner or occupier of a lot is deemed responsible for triggering a false alarm and a fee is issued by NSW Fire Services to the Owners Corporation, the Owners Corporation will:

- (a) Add the cost of the fee to the lot account of the owner of the lot responsible for triggering the False Alarm.
- (b) To the extent permitted by law, recover from the owner as a debt:
 - (I)The cost of the False Alarm Fee.
 - (II)All illegal and administrative costs incurred by the Owners Corporation associated with recovering the false alarm fee from the lot owner (Including Agent's Fee)

Nothing in this clause limits the rights of or the remedies available to the Owner's Corporation on a breach by this by-law.

BY-LAW 29. ABSOLUTION OF MAINTENANCE OF UNITS

That the Owners Corporation specially resolve to be absolved from its maintenance responsibilities for certain fixtures, fittings and appliances that are located within the lot, in the following form;

Part 1- Introduction and intent

- (A) This By-Law has been drafted from the Strata Schemes Management Act 2015 section 107 common property memorandum which attempts to provide a guide to owners in determining the maintenance responsibilities for their scheme.
- (B) The intent of the By-Law is to provide definition of the maintenance responsibilities of the fixtures and fittings within a lot and any appliances that only service a single lot within the strata scheme. The intent being that any fixture or fitting within the lot, whether specified in this By-Law or not, or any appliance that only services one lot, whether specified in this By-Law or not shall be deemed to be the maintenance responsibility of the lot owner by virtue of the Owners Corporation absolving its maintenance responsibilities for same pursuant to section 106(3) of the Act.
- (C) Any item specified in this By-Law that is afforded cover for damage due to an insurable event by the Owners Corporation insurance policy shall still be protected by that insurance.
- (D) At all times the Owners Corporation shall retain the maintenance responsibility for the structural elements, integrity and general safety of the building. Waterproofing shall also remain the Owners Corporation responsibility, except where a lot owner has undertaken a

renovation within their lot that affects a waterproofed area.

- (E) This By-Law does not confer any rights upon a lot owner to install any item listed in this By-Law as a fixture or fitting of a lot.

Part 2- Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

- (A) Act means the Strata Schemes Management Act 2015 (NSW) or any amendment
- (B) Lot means any lot in the strata plan.
- (C) Owner means the owner of the lot.
- (D) Owners Corporation means the Owners Corporation created by the registration of Strata Plan 94599
- (E) Internal Area means any area within the envelope of a lot as defined by the Strata Plan.
- (F) Internal Pipe Work and Wiring means any pipe work or wiring that only services one lot, whether located on a common property or internal wall.

2.2 In this By-Law, unless the context otherwise requires:

- (A) the singular includes plural and vice versa;
- (B) any gender includes the other genders;
- (C) any terms in the By-Law will have the same meaning as those defined in the Act;
- (D) any references to legislation includes references to amending and replacing legislation.

Part 3- Terms and conditions

In accordance with section 106(3) of the Act, the Owners Corporation has deemed it inappropriate to repair, maintain, replace or renew any of the following items that are associated with the fixtures and fittings within an owners lot within the Strata Scheme;

3.1 Internal Areas

All decorative finishes within a lot, including but not limited to;

- (A) All cornices
- (B) All skirting boards
- (C) All architraves and internal Door Jams
- (D) Wall tiles wherever located, including kitchen, bathroom and laundries
- (E) Floor Tiles wherever located, including kitchen, bathroom and laundries
- (F) False Ceilings
- (G) Mezzanines, Stairs and Handrails
- (H) All paintwork and wall paper
- (I) The cleaning of mould throughout the lot where the causative factors are purely environmental.

3.2 Bathroom, Ensuities and Laundry Areas

All bathroom, Ensuite and Laundry fixtures and fittings, including but not limited to;

- (A) All taps and internal pipe work
- (B) Shower screens

- (C) Bathtub, including internal floor waste and drainage pipes
- (D) Sinks and hand basins including internal drainage pipes
- (E) Cabinets and mirrors
- (F) Toilet pan, including cistern and internal wall pipes
- (G) All lights, light fittings and exhaust fans that only service the lot, wherever located

3.3 Kitchen Areas

All kitchen fixtures and fittings, including but not limited to;

- (A) All taps and internal pipe work
- (B) All internal waste and drainage pipes, including connections to the common stack
- (C) Bench tops
- (D) Ovens, stoves and cook tops
- (E) Sinks and insinkers
- (F) All lights, light fittings, exhaust fans and range hood that only service the lot, wherever located, including ducting and external ventilation points

3.4 Floor Coverings

- (A) All carpet within the lot
- (B) All floor tiles, wherever located, including kitchen, bathroom, laundry and balcony tiles
- (C) All floor boards, whether floating or fixed
- (D) All parquet, linoleum, vinyl and cork tiles wherever located.

3.5 Balcony and Courtyard Areas

- (A) All tiles, pavers and decking
- (B) All stairs and handrails, infill panels, glass panels and balustrading within the balcony or courtyard area
- (C) All awnings, pergolas, privacy screens or louvers, whether originally installed or subsequently installed after the registration of the Strata Plan
- (D) All plants and grassed areas within the balcony or courtyard
- (E) The pruning, trimming or removal of a tree or trees, including damage caused by roots.
- (F) Fences that divide two lots
- (G) All lights, switches, light fittings and wiring within the balcony or courtyard of the lot.

3.6 Electrical Fittings and Appliances

- (A) All lights and light fittings, including switches that service only one lot, including down lights and transformers that may be recessed in the ceiling
- (B) All electrical sockets and wall plates
- (C) Electrical main and sub-main that services only one lot including fuses wherever located
- (D) Smoke detectors that only service one lot
- (E) Alarm systems that only service one lot
- (F) Individual Garage door motors
- (G) Telephone, Television, cable television, intercom handsets, internet wall plates and cabling that only services one lot, wherever located
- (H) Split system and ducted air conditioning systems including condenser units and all associated equipment wherever located that only service one lot;
- (I) Ceiling Fans

- (J) Electrical or Gas Hot Water Heaters and all associated equipment that only service one lot, wherever located
- (K) Any general appliance, such as dishwasher, microwave oven, clothes dryer or other appliance that is designed to only service a single lot

3.7 Balcony Doors, Garage Doors, Windows, Mail Boxes Storage cage and Garage Area.

- (A) All fly screens, security screens fitted to the windows and doors, security doors, internal doors, balcony doors and windows of the lot, whether originally installed or subsequently installed after the registration of the Strata Plan.
- (B) Automatic Door closers
- (C) Storage cages that are for the use of one lot.
- (D) Garage doors that only service one lot.
- (E) Mail Box Locks.
- (F) Any locking device or door furniture installed on the front and back doors, balcony doors, garage doors or windows, storage cages of the lot, whether installed originally or subsequently by the lot owner
- (G) Supplying or replacing swipe cards, security passes, restricted keys or remote control units that operate common entry doors and garage doors at the scheme

3.8 External areas

- (A) Any antenna that only services one lot
- (B) Any security screening that only services one lot
- (C) Any security surveillance equipment that only services one lot
- (D) Any fence and fence extensions that only service one lot
- (E) Clotheslines that only service one lot.

BY-LAW 30. FIRE RATED DOORS

That the Owners Corporation specially resolves, pursuant to Section 141 of the Strata Schemes Management Act 2015 to create an additional by-law with the following terms:

By-Law - Exclusive Right to Entrance Doors

1.1 This by-law relates to every lot in the strata scheme.

1.2 Each owner of a lot shall have the exclusive use and enjoyment of that part of the common property being the entrance door of their respective lot.

1.3 Notwithstanding by-law 5, an owner shall ensure that the installation of:

(a) any locking or other safety device for protection of the owners lot against intruders or to improve safety within the Owners lot;

(b) a door closer; or

(c) any other device or attachment shall not impair or in any manner infringe upon the integrity of fire safety. An owner must further ensure that any such installation is carried out in accordance with the Building Code of Australia ("BCA") and relevant Australian Standards.

1.4 Each owner acknowledges that:

- (a) it is a requirement pursuant to the Environmental Planning and Assessment Act, 1979, for the owners corporation to lodge
 - an annual fire safety statement ("statement");
- (b) in order to lodge the statement, entrance doors must comply with the BCA and relevant Australian Standards;
- (c) in the event that an entrance door does not comply with the BCA and relevant Australian Standards due to any installation
 - referred to in paragraph 1.3 of this by-law, then the owners corporation, without prejudice to any other rights, will be
 - entitled to enter upon the lot and replace the entrance door and thereafter to recover the costs of such from the owner;
- (d) If the costs of replacing the door are not paid at the end of one month after becoming due and payable, then they shall bear
 - simple interest at an annual rate of 10% until paid; and
- (e) the owners corporation may recover as a debt any costs not paid at the end of one month after they become due and
 - payable together with any interest payable and the expenses of the owners corporation incurred in recovering those amounts.

1.5 Each owner shall:

- (a) properly maintain and keep the entrance door in a state of good and serviceable repair;
- (b) be responsible for any damage occasioned to the entrance door and shall bear the cost of the repairs of such damage;
- (c) upon the prior notification of the Owners Corporation, ensure that access is provided, within a period or at a time specified in the notice, to the lot in order to have the entrance door and frame painted; and
- (d) shall indemnify the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage, whatsoever to the common property, or other property, or person, in so far as such injury, loss or damage arises out of, or in the course of, or by reason of the performance of the repair, maintenance or replacement of the entrance doors.

1.6 The Owners Corporation is:

- (a) authorised to carry out the painting of the entrance door of each lot;
- (b) may recover the cost of carrying out the painting of entrance doors from each owner and such costs may be recovered as a debt.

BY-LAW 31. CHANGE OF USE OF LOT

1. Introduction

- (a) This by-law sets out rules concerning the use of lot space and the number of persons permitted to reside within a lot.
- (b) You must comply with this by-law.
- (c) If you do not comply with this by-law the owners corporation may take action against you including applying for a monetary penalty to be imposed on you.

2. Prohibitions placed on the use of an owner lot An owner or occupier of a lot must not:

- (a) Operate a brothel or massage parlour
- (b) Operate a short term accommodation arrangement
- (c) Permit the number of persons residing within a lot to be more than:
 - i) 3 bedroom= 6 people

- ii) 2 bedroom= 4 people
- iii) 1 bedroom= 3 people

3. Breach of By-Law - Prohibitions on the use of an owner lot

In the event that an owner or occupier of a lot breaches any of clauses 2 of this by-law, the owners corporation may:

- (i) Notify in writing the lot owner of the breach, advising of the terms of this by-law and the consequences of the breach,
- (ii) Issue more than Notice throughout the duration of the breach of this by-law (but it must not act unreasonably when doing so), and
- (iii) recover as a debt from the owner or occupier in breach of this by-law:
the sum of \$165.00 (including GST) or such other amount as may be determined from time to time by the executive committee (Administrative Cost) being a genuine pre-estimate of the administrative costs incurred by the owners corporation in issuing the Notice, and

4. Breach of By-Law - Recovery of Expenses

(a) In the event that an owner or occupier of a lot breaches this by-law, the owners corporation may:

- (i) add the administrative cost to the lot account of the owner of the lot in breach, and/or
- (ii) to the extent permitted by law, recover from the owner or occupier as a debt:

A. the expenses incurred by the owners corporation arising out of or caused by the breach, including expenses incurred rectifying, restrain or preventing, or attempting to rectify, restrain or prevent, the breach (Breach Expenses) such as strata managing agent's (and, to the extent permitted by law, legal) costs to:

- (i) issue a notice to comply with a by-law,
- (ii) prepare an application for and attend mediation,
- (iii) prepare an application for an order by a strata schemes adjudicator,
- (iv) prepare submissions in respect of any application for an order by a strata schemes adjudicator lodged on behalf of the owners corporation,
- (v) prepare an application to and appear at the Consumer, Trader and Tenancy Tribunal, and

B. the expenses incurred by the owners corporation recovering any or all of the Breach Expenses and the costs of and related to the Notice and Information Notice, including legal costs and disbursements on an indemnity basis.

BY-LAW 32. MINOR WORKS AND RENOVATIONS

"Minor renovations" include but are not limited to work for the purposes of the following:

- (a) renovating a kitchen,
- (b) changing recessed light fittings,
- (c) installing or replacing wood or other hard floors,
- (d) installing or replacing wiring or cabling or power or access points,
- (e) work involving reconfiguring walls,
- (f) installing a false or suspended ceiling,
- (g) installing ceiling insulation, ceiling downlights
- (h) installing a split system air conditioner,
- (i) installing a clothesline or similar laundry drying device,
- (j) installing a pergola or awning,
- (k) installing double or triple glazed windows,

- (l) installing a satellite dish or television antenna,
 - (m) installing a whirly bird, extraction fan or similar device,
 - (n) any other work prescribed by the regulations for the purposes of this subsection
- Before obtaining the approval of the strata committee, an owner of a lot must give written notice of proposed minor renovations to the strata committee, including the following:
- (a) details of the work, including copies of any plans,
 - (b) duration and times of the work,
 - (c) details of the persons carrying out the work, including qualifications to carry out the work,
 - (d) arrangements to manage any resulting rubbish or debris.
 - (e) An owner of a lot must ensure that any damage caused to any part of the common property or to another lot by the carrying out of minor renovations by or on behalf of the owner is repaired, and the minor renovations and any repairs are carried out in a competent and proper manner.



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Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.

The seal of The Owners - Strata Plan No ⁹⁴³⁵⁸ was affixed on ^ 31/10/2018 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: JJ Name: Tetsuo Yamagishi Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.

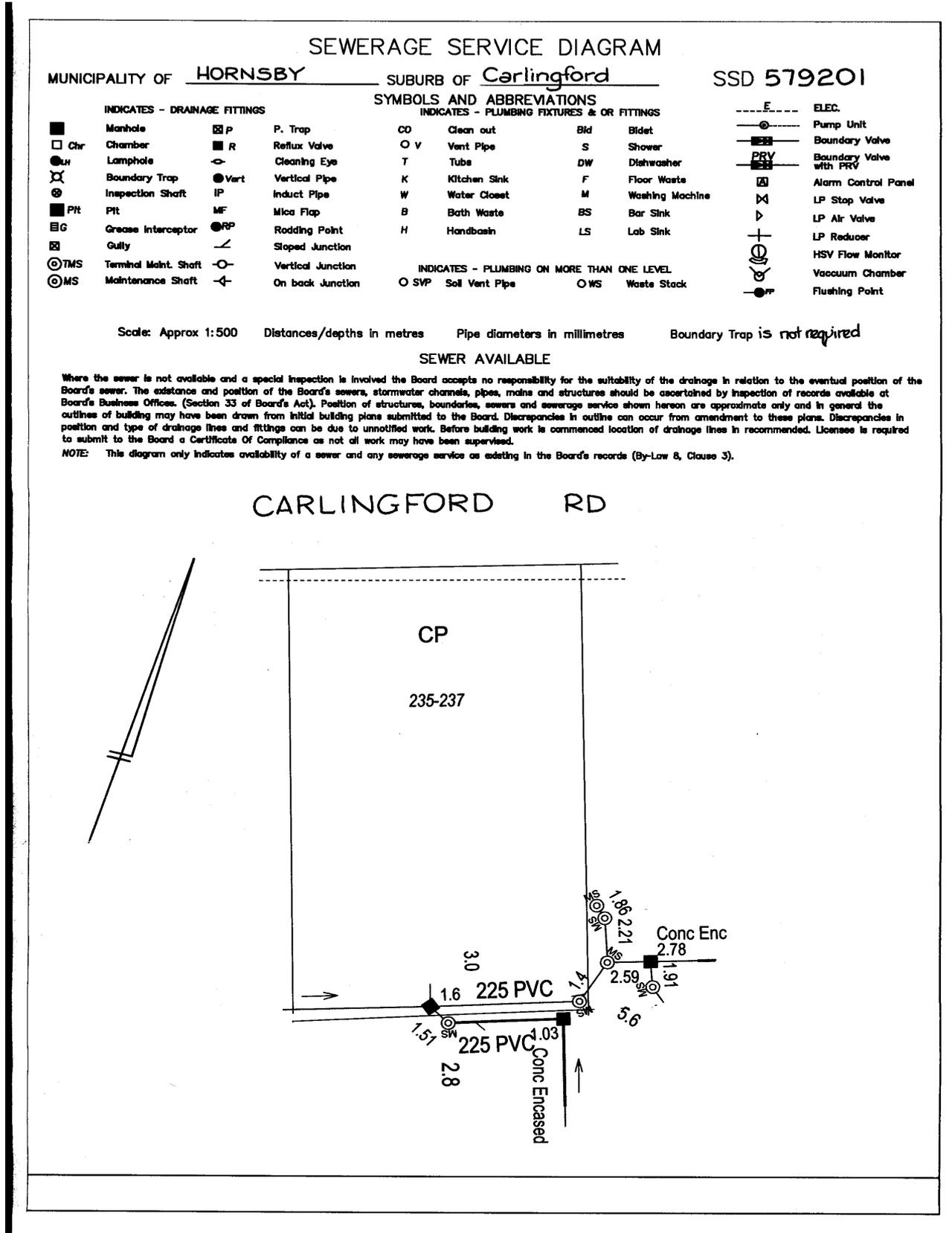
Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in it entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.



Sewer Service Diagram

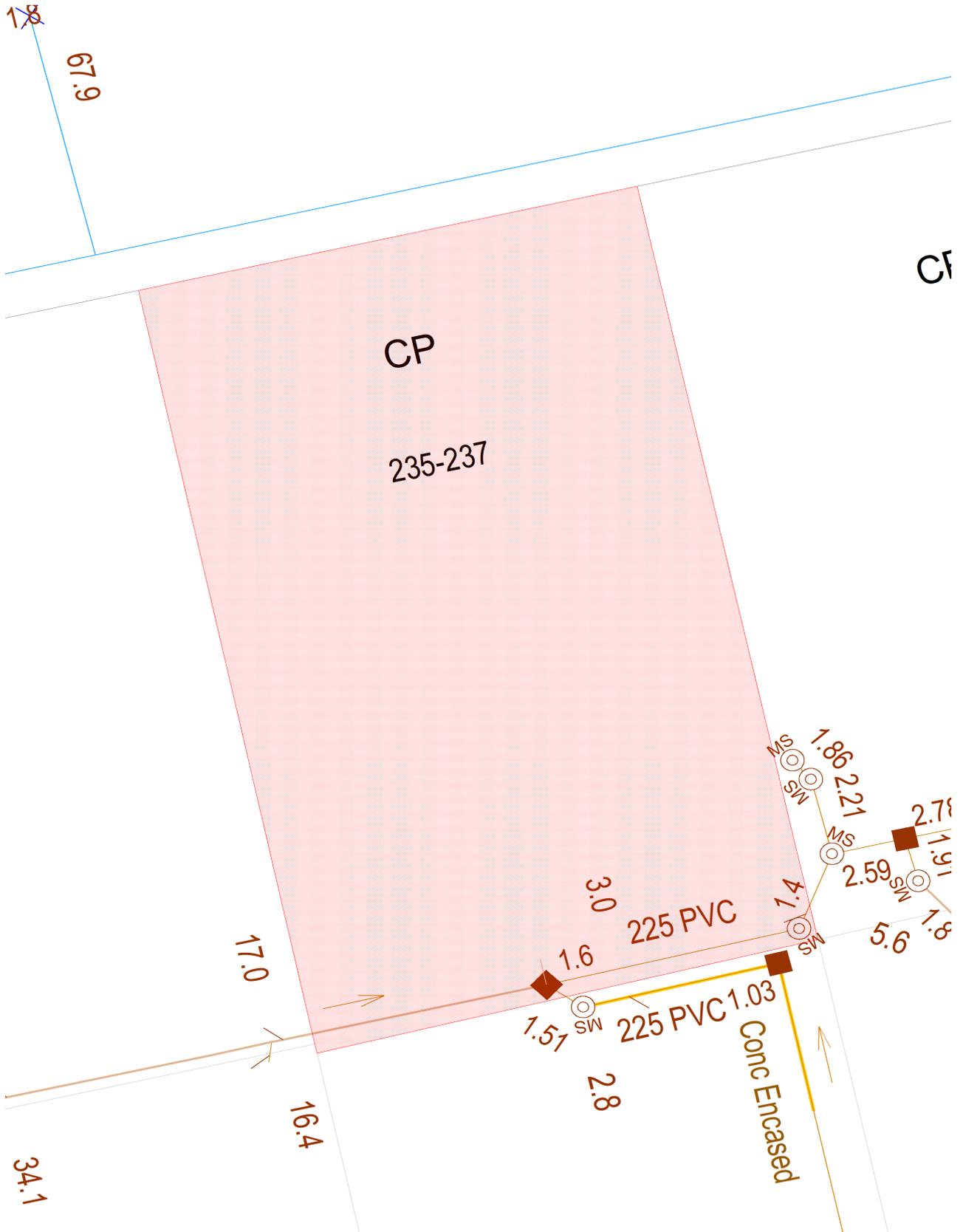
Application Number: 8004523480



Disclaimer

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

Service Location Print
Application Number: 8004523447



Document generated at 06-08-2025 04:10:32 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

PLANNING CERTIFICATE

CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979 as amended

**InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001**

Certificate No: 2025/5848
Fee: \$177.72
Issue Date: 7 August 2025
Receipt No: 8039553
Applicant Ref: 65233: HONGWEI YOU:248512

DESCRIPTION OF LAND

Address: 104/235-237 Carlingford Road
CARLINGFORD NSW 2118

Lot Details: Lot 12 SP 94358

SECTION A

The following Environmental Planning Instrument to which this certificate relates applies to the land:

Parramatta Local Environmental Plan 2023

For the purpose of **Section 10.7(2)** it is advised that as the date of this certificate the abovementioned land is affected by the matters referred to as follows:

The land is zoned: R4 High Density Residential PLEP2023

Zone R4 High Density Residential (Parramatta Local Environmental Plan 2023)

Issued pursuant to Section 10.7 of the Environmental Planning and Assessment Act, 1979. NOTE: This table is an excerpt from Parramatta Local Environmental Plan 2023 and must be read in conjunction with and subject to the other provisions of that instrument, and in force at that date.

Zone R4 High Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide for high density residential development close to open space, major transport nodes, services and employment opportunities.
- To provide opportunities for people to carry out a reasonable range of activities from their homes if the activities will not adversely affect the amenity of the neighbourhood.

2 Permitted without consent

Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Home-based child care; Home businesses; Hostels; Information and education facilities; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Residential flat buildings; Respite day care centres; Roads; School-based child care; Semi-detached dwellings; Seniors housing; Shop top housing; Water recycling facilities

4 Prohibited

Any development not specified in item 2 or 3

SECTION B

State Policies and Regional Environmental Plans

The land is also affected by the following State Environmental Planning Policies (SEPP) and Regional Environmental Plans (SREP):

State Environmental Planning Policy (SEPP) (Biodiversity and Conservation) 2021

State Environmental Planning Policy (SEPP) (Planning Systems) 2021
State Environmental Planning Policy (SEPP) (Resilience and Hazards) 2021
State Environmental Planning Policy (SEPP) (Transport and Infrastructure) 2021
State Environmental Planning Policy (SEPP) (Precincts—Central River City) 2021
State Environmental Planning Policy (SEPP) (Housing) 2021
State Environmental Planning Policy (SEPP) (Resources and Energy) 2021
State Environmental Planning Policy (SEPP) (Primary Production) 2021
State Environmental Planning Policy (SEPP) (Sustainable Buildings) 2022
State Environmental Planning Policy (SEPP) No.65 – Design Quality of Residential Flat Development.
State Environmental Planning Policy (SEPP) (Exempt and Complying Development Codes) 2008

N.B. All enquiries as to the application of Draft State Environmental Planning Policies should be directed to The NSW Department of Planning, Housing and Infrastructure.

Draft Local Environmental Plan

The land is not affected by a Draft Local Environmental 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.

Development Control Plan

The land is affected by the Parramatta Development Control Plan (DCP) 2023

Development Contribution Plan

The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies.

The City of Parramatta (Outside CBD) Development Contributions Plan 2021 Amendment 1 applies to the land.

Heritage Item/Heritage Conservation Area

An item of environmental heritage is not situated on the land.

The land is not located in a heritage conservation area.

Road Widening

The land is not affected by road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993.
- (b) Any Environmental Planning Instrument.
- (c) Any Resolution of Council.

Land Reservation Acquisition

The land is not affected by Land Reservation Acquisition in Parramatta Local Environmental Plan 2023.

Site Compatibility Certificate (Affordable Rental Housing)

At the date of issue of this certificate Council is not aware of any

- a. Site compatibility certificate (affordable rental housing), in respect to the land.

Contamination

Matters contained in Clause 59(2) as amended in the Contaminated Land Management Act 1997 – as listed:

Clause 59(2)(a) - is the land to which the certificate relates is significantly contaminated land?

NO

Clause 59(2)(b) - is the land to which the certificate relates is subject to a management order?

NO

Clause 59(2)(c) - is the land to which the certificate relates is the subject of an approved voluntary management proposal?

NO

Clause 59(2)(d) - is the land to which the certificate relates is subject to an ongoing maintenance order?

NO

Clause 59(2)(e) - is the land to which the certificate relates is the subject of a site audit statement?

NO

Tree Preservation

The land is subject to Section 5.3.4 Trees and Vegetation Preservation in the Parramatta Development Control Plan (DCP) 2023.

Council has not been notified of an order under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

Coastal Protection

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

NO

Council Policy

Council has not adopted a policy to restrict the development of the land by reason of the likelihood of projected sea level rise (coastal protection), tidal inundation, subsidence or any other risk.

Council has adopted a policy covering the entire City of Parramatta to restrict development of any land by reason of the likelihood of flooding.

Council has adopted by resolution a policy on contaminated land that applies to all land within the City of Parramatta. The Policy will restrict the development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.cityofparramatta.nsw.gov.au or from the Customer Service Centre

NSW Rural Fire Service Guidelines entitled 'Planning for Bushfire Protection 2019' applies to land within the City of Parramatta. Development subject to bushfire risk will be required to address the requirements in these guidelines and can be downloaded off the RFS web site www.rfs.nsw.gov.au

Please note: this is statement of Council policy and not a statement on whether or not the property is affected by bushfire. That question is answered in the Bushfire Land section of this certificate.

Mine Subsidence

The land is not affected by the Coal Mine Subsidence Compensation Act 2017 proclaiming land to be a Mine Subsidence District.

Bushfire Land

The land is not bushfire prone land.

Threatened Species

The Environment Agency Head with responsibility for the Biodiversity Conservation Act 2016 has not advised Council that the land includes or comprises an area of outstanding biodiversity value.

Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

Biodiversity stewardship sites

The Chief Executive of the Office of Environment and Heritage has not notified the Council if the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

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

Property vegetation plans

Council has not been notified of the existence of the property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 on the land.

Paper Subdivision information

The land is not subject to any development plan adopted by a relevant authority or that is proposed to be subject to a consent ballot. A subdivision order does not apply to the land.

Note: Words and expressions used in this section have the same meaning as in the Environmental Planning and Assessment Regulation 2021, Part 10 and the Environmental Planning and Assessment Act 1979, Schedule 7.

Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 the land:

- (a) is not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17,
- (b) is not shown on the Lighting Intensity and Wind Shear Map,
- (c) is not shown on the Obstacle Limitation Surface Map,
- (d) is not in the “public safety area” on the Public Safety Area Map,
- (e) is not in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Loose-Fill Asbestos Register

Council has not been notified by NSW Fair Trading of the property being listed on the loose-fill asbestos insulation register maintained by the Secretary of NSW Fair Trading.

Affected Building Notices and Building Product Rectification Orders

Council is not aware of whether there is any affected building notice, building product rectification order or notice of intention to make a building product rectification order that is in force in respect of the land.

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

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

Exempt Development Codes

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land **is not** land where the exempt development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Clauses 1.16(1)(b1)–(d) or Clause 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes)

The following information only addresses whether or not the land is land on which exempt development may be carried out under each of the codes for exempt development because of the provisions of **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that exempt development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict exempt development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant exempt development provisions for the land.

Exempt Development pursuant to the exempt development codes **may** be carried out on the land under **Clauses 1.16(1)(b1)–(d) or Clause 1.16A** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Complying Development Codes

Note: This does not constitute a Complying Development Certificate under section 4.27 of the Environmental Planning and Assessment Act 1979

Clause 1.12 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is not land where the complying development codes are varied under Clause 1.12 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The following information only addresses whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of **Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1)(c3) and 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is not a statement that complying development is permissible on the land.

Other land exemptions within State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 may also apply. Furthermore, other provisions within the relevant Local Environmental Plan or a State Environmental Planning Policy which restrict complying development on the land may also apply.

It is your responsibility to ensure that you comply with the relevant complying development provisions for the land. Failure to comply with these provisions may mean that a Complying Development Certificate is invalid.

Housing Code, Inland Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code and Greenfield Housing Code

Complying Development pursuant to the Housing Code, Inland Code, Low Rise Housing Diversity Code, Pattern Book Development Code, Rural Housing Code, Agritourism and Farm Stay Accommodation Code and Greenfield Housing Code may be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Industrial and Business Buildings Code

Complying Development pursuant to the Industrial and Business Buildings Code may be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Alterations Code; General Development Code; Industrial and Business Alterations Code; Container Recycling Facilities Code; Subdivision Code; Demolition Code; Fire Safety Code

Complying Development pursuant to the Housing Alterations Code, General Development Code, Industrial and Business Alterations Code, Container Recycling Facilities Code, Subdivision Code, Demolition Code and Fire Safety Code may be carried out on the land under **Clause 1.17A (1) (c) to (e), (2), (3) and (4) and Clause 1.18 (1)(c3) and Clause 1.19** of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Flood related development controls - 9(1) - flood planning area

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

'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.'

Flood related development controls – 9(2) - probable maximum flood

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.

'probable maximum flood 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.'

SPECIAL NOTES

Applicants for Sections 10.7 Certificates are advised that Council does not hold sufficient information to fully detail the effect of any encumbrances on the title of the subject land. The information available to Council is provided on the basis that neither Council nor its servants hold out advice or warrant to you in any way its accuracy, nor shall Council or its servants, be liable for any negligence in the preparation of that information. Further information should be sought from relevant Statutory Departments.

SECTION C**The following additional information is issued under Section 10.7(5)**

Pursuant to S10.7(5) the Council supplies information as set out below on the basis that the Council takes no responsibility for the accuracy of the information. The information if material should be independently checked by the applicant.

Draft Parramatta River Flood Study (Draft Flood Study)

Between 18 September 2023 and 30 October 2023, Council is exhibiting the Draft Parramatta River Flood Study.

Further information about the Draft Parramatta River Flood Study can be found at <https://participate.cityofparramatta.nsw.gov.au/flood-study> or by contacting Council.

Flood Information***100 year Average Recurrence Interval Flood***

The land is affected by a 100 year Average Recurrence Interval flood as indicated by Council's current flooding information. As such Council is required to take that into account when determining any development application made in respect of the land.

Further information is available at the Catchment Management Section within Council's City Assets and Environment Unit.

Additional advice should be also sought from an appropriately qualified person as to the extents and potential hazards associated with the likely flooding of the land. The names of qualified persons may be obtained from the Institution of Engineers Australia.

Explanation of Intended Effect – Cultural State Environmental Planning Policy

Explanation of Intended Effect (EIE) – Cultural State Environmental Planning Policy (November 2024) may be applicable. The EIE proposes changes to the planning system to support more creative, hospitality and cultural uses contributing to the 24-hour economy, and also proposes changes to food trucks in residential zones; and changes to allow bicycle rails and bicycle lockers as exempt development.

Please see [Explanation of Intended Effect: Cultural State Environmental Planning Policy \(SEPP\) | Planning Portal - Department of Planning and Environment](#) for more information.

Note: Advisory Information regarding Combustible Cladding

External combustible cladding on multi-storey buildings has been identified in local government areas including the City of Parramatta. Combustible cladding is a material that is capable of readily burning.

You should make your own enquiries as to the type of materials that have been used to construct the building. It is recommended that the purchaser obtain a building report from an appropriately qualified person to determine if any cladding type material may pose a risk to the building's occupants. Council may issue orders to rectify a building where combustible cladding is found.

Properties that have combustible cladding on buildings are listed in the NSW Government Combustible Cladding Register. Please refer to <https://www.claddingregistration.nsw.gov.au/> or call 1300 305 695 for further information regarding the NSW Government Combustible Cladding Register.

There is potential for combustible cladding to be present on buildings that are not listed on the Register.

Note: Advisory Information regarding Loose-Fill asbestos Insulation

Research undertaken by the Loose-Fill Asbestos Insulation Taskforce has determined that there is a potential for loose-fill asbestos insulation to be found in residential dwellings constructed prior to 1980 in 28 local government areas including the City of Parramatta.

Some residential homes located in the City of Parramatta may contain loose-fill asbestos insulation, for example in the roof space. NSW Fair Trading maintains a Register of homes that are affected by loose-fill asbestos insulation.

You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose fill asbestos is present in any building on the land and, if so, the health risks (if any) this may pose for the building's occupants.

Please Contact NSW Fair Trading for further information.

This information has been provided pursuant to section 10.7(5) of the Environmental Planning and Assessment Act, 1979 as amended.

Gail Connolly
Chief Executive Officer

per



dated 7 August 2025

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
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 (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
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 NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative 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 and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
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 any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and 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?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. 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.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* 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 Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
- (ii) whether there are any matters in dispute; and
- (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
- (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
- (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
- (b) notices of or investigations by the Owners Corporation;
- (c) notices or orders issued by any Court; or
- (d) notices or orders issued by the Council or any public authority or water authority, affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
- (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
- (b) when does the term of each appointment expire; and
- (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
- (b) fire safety;
- (c) occupational health and safety;
- (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;

- (e) the preparation and review of the 10 year plan for the capital works fund; and
- (f) repair and maintenance.

- 43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
- 44. Has an internal dispute resolution process been established? If so, what are its terms?
- 45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

- 46. 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

- 47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
- 48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
- 49. 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.
- 50. 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.
- 51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 52. The purchaser reserves the right to make further requisitions prior to completion.
- 53. 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 the completion date.