



**SIGNING PAGE**

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

<p><b>General</b></p> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input checked="" type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input checked="" type="checkbox"/> 24 land tax certificate</p> <p><b>Home Building Act 1989</b></p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p><b>Swimming Pools Act 1992</b></p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <p><input checked="" type="checkbox"/> 33 property certificate for strata common property</p> <p><input checked="" type="checkbox"/> 34 plan creating strata common property</p> <p><input checked="" type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to the off the plan contract</p> <p><b>Other</b></p> <p><input type="checkbox"/> 60</p>
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**HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number**

Strataopt  
 Unit Level 6 Office 5, 309 Pitt Street, Sydney, NSW 2000  
 info@strataopt.com.au  
 (02) 9283 3891

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### DISPUTES

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

### AUCTIONS

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

**WARNINGS**

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

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

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

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

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

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

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

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

## 2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

2.4.1 giving cash (up to \$2,000) to the *depositholder*;

2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or

2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

2.5.1 any of the deposit is not paid on time;

2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or

2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

## 3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

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

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

## 5 Requisitions

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

UNIT 303, 78 CLIFF RD EPPING NSW 2127

SPECIAL PROVISIONS ATTACHED TO AND FORMING PART OF CONTRACT FOR  
THE SALE AND PURCHASE OF LAND BETWEEN

AND (VENDOR)  
(PURCHASER)  
DATED THE DAY OF 2026

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**32. SEVERABILITY**

- 32.1 Each clause and sub-clause of the provisions of this contract shall be severable from each other clause and sub-clause and in the circumstance that for any reason any clause or sub-clause is invalid or unenforceable it shall not prejudice or in any way affect the validity or enforceability of any other clause or sub-clause.
- 32.2 In the event of any conflict between these further provisions and those contained in the printed provisions of the contract, these further provisions shall prevail.

**33. AMENDMENTS TO THE PRINTED PROVISIONS**

- 33.1 The printed provisions of this contract are amended as follows:
- a) Delete clause 2.6;
  - b) Delete clause 2.7;
  - c) Delete clause 2.9;
  - d) Add the words at the end of clause 4.1 "and no later than 7 days" following the words "14 days" in line one of clause 4.1 and add at the end of that sub-clause the words 'and if served later than the provided period, must pay the sum of \$150.00 plus GST payable on demand or on completion by way of a Bank or Trust Account cheque in favour of the vendor's solicitor to cover the costs of the urgent processing of the Transfer by the vendor";
  - e) Delete clause 6.2;
  - f) Substitute 5% in clause 7.1.1 with 2%;
  - g) Substitute 10% in clause 7.2.1 with 1%;
  - h) Add the words at the end of clause 7.2.6 "and the money and interest held by the Depositholder must be paid to the vendor";
  - i) Delete the words "on reasonable grounds" in clause 8.1.1 and delete the words "and those grounds" in clause 8.1.2;
  - j) Delete clause 8.2.2;

- k) Delete "Normally" in clause 11.1 and add the words "of which it has actual notice";
- l) Delete clause 11.2;
- m) Delete clause 14.4.2;
- n) In clause 16.3 add the words "or otherwise as described under 'Land' on the front page of this contract" after the words "being an estate in fee simple";
- o) Delete "plus another 20% of that fee" from clause 16.5;
- p) Delete clause 16.8;
- q) Delete the words "but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee" in clause 16.12;
- r) Delete the words "but is disclosed in this contract" from clause 23.5.2;
- s) Delete clause 23.6 in total and replace with "if a contribution is not a regular periodic contribution, whether disclosed in this contract or otherwise, it must be paid by the purchaser if work has not been commenced or adjusted in accordance with clause 14.1, if work has not been commenced or adjusted in accordance with clause 14.1, if work has substantially been commenced.";
- t) Delete clause 23.7;
- u) Delete clause 23.9;
- v) Delete clause 23.13 and replace with the following:

"The Purchaser must serve a certificate under s184 of the Strata Schemes Management Act 2015 or s 26 Community Land Management Act 1989 in relation to lot, the scheme or any higher scheme at least 7 days before the date of completion."
- w) Delete clause 23.14;
- x) Delete clause 23.17;
- y) Delete 24.1.1 and 24.1.2 and replace with the following:
  - 24.1.1 no adjustment of the unpaid amount will be made under clause 14.2, on as if it were paid basis;
  - 24.1.2 if the vendor furnishes the purchaser with a statement of the amount unpaid as at the adjustment date, the purchaser (as the vendor's agent) must immediately demand that the tenant pay that amount;
  - 24.1.3 the purchaser must immediately account to the vendor for any amount received from the tenant under that demand and shall apply any

money received first to the vendor for the amount payable to the vendor.

24.1.4 if the amount is not then paid by the tenant, the vendor authorises the purchaser (in the name of the purchaser and at the expense of the purchaser) to take all steps and institute all proceedings necessary for recovery of the amount and the purchaser must do everything reasonably required by the vendor for the prosecution of any such proceedings against the tenant.

y) Delete clause 24.3.3;

z) Add clause 24.4.6: "Notwithstanding any provisions in this contract the purchaser shall not be entitled to make any objection, requisition or claim for compensation or delay completion in the event that the tenant breaches the lease and or vacates the property prior to completion and or does not occupy the property at the date of completion.";

aa) Delete clause 31.4.

#### 34. SERVICE OF NOTICES

34.1. In addition to the provisions herein, a notice or document shall be sufficiently served on a party for the purposes of this contract if the notice or document is sent by facsimile transmission to that party or the solicitor for that party and in any such case shall be deemed to be duly given or made when the transmission has been completed; except where

a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made; and or

b) the time of dispatch is not before 17:00 hours (local time at the place of receipt) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at 09:00 hours on the next business day in that place.

#### 35. LIQUIDATION

35.1 Should either party:

a) If an individual:  
i. Commits an Act of Bankruptcy; or  
ii. Becomes a Bankrupt; or  
iii. If prior to completion shall die or become of unsound mind.

b) If a company:  
i. Goes into liquidation; or

- ii. Has a petition for its winding up presented or entered; or
- iii. Enters into any scheme of arrangements with its creditors; or
- iv. Any liquidator, receiver or official manager be appointed to manage its affairs.

then either party may rescind this contract by giving notice in writing to the other party or its solicitors within 14 days of receipt of a notice of the first party's circumstances as outlined, in which event, clause 19 shall apply.

**36. FIRB**

- 36.1 The purchaser warrants to the vendor that it does not require the approval of the Foreign Investment Review Board or the Treasury of Australia for this purchase or that if such approval is required, it has been obtained prior to the date thereof.
- 36.2 In the event that there is a breach of this warrant by the purchaser, the purchaser will indemnify and compensate the vendor in respect of any liability, loss, damage, penalty, fine, expense or legal costs which may be incurred or suffered by the vendor as a consequence of the breach.
- 36.3 This warranty shall not merge on completion.

**37. WARRANTIES AND REPRESENTATIONS NEGATIVED**

- 37.1 The parties acknowledge that the provisions set out in this contract contain the entire agreement as concluded between the parties as at the date hereof notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to the execution hereof by the vendor or on behalf of the vendor.
- 37.2 Subject to the provisions implied herein by the Conveyancing (Sale of Land) Regulations 2005 and Section 52A (2)(b) of the Conveyancing Act 1919 the purchaser expressly acknowledges that it has not been induced to enter into this contract by any warranty, statement or representation made or given by the vendor or on behalf of the vendor which is not set out in the body of this contract or the Schedules or Annexures hereto.
- 37.3 The purchaser expressly acknowledges it has inspected the property, the improvements erected, thereon, utilities connected/ attached to it and the furnishings and chattels (if any) included in this sale and has made its own investigations and enquiries in respect thereof and accepts them in their present position, condition, construction and state of repair, infestations, including any defects whether latent or patent.
- 37.4 The purchaser shall not be entitled to make any objection, requisition, claim for compensation, in respect of the matters, raised in this further clause 37 not be entitled to rescind this contract for any reason related thereto. The purchaser further acknowledges and warrants that it has understood the extent of this prohibition and that it has been advised by its solicitor on the clauses of the contract. The vendor has

relied on the purchaser's acknowledgement and warranty herein, in entering into this contract with the purchaser.

**38. DISCLOSURE**

38.1 Subject to the provisions herein, the Conveyancing (Sale of Land) Regulation 2005 and Section 52A of the Conveyancing Act 1919 the purchaser shall not make any objection, requisition, claim for compensation in relation to any interest or matter the existence of which is noted on or discoverable from (as at the date hereof) any annexure hereto or the plan of subdivision incorporating the property or the Certificate of Title for the property and if the property is a lot in a strata plan the Certificate of Title for the Common Property.

38.2 The vendor specifically discloses that it is not the author or the issuing authority of the documents listed below and gives no warranty that the documents are current and or that they reflect the current nature of the property with accuracy and precision:

- Section 149(2) & (5) pursuant to the Environmental Planning & Assessment Act 1979;
- Sewerage Service Diagram;
- Sewer Service Location Diagram;
- Survey Report (if attached to contract);
- Building Inspection Report (if attached to contract);
- Pest Inspection Report (if attached to contract);

The purchaser shall not make any objection, requisition or claim for compensation or damages or rescind the contract arising from any inaccuracy or lack of precision in the documents.

**39. CHARGES**

The vendor shall not be obliged to remove any charge on the property until the date of completion of this contract. The vendor shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge on the property and shall be entitled to serve a notice to complete on the purchaser notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property.

**40. PARTICULARS OF TITLE**

The purchaser acknowledges that the particulars of title disclosed in this contract so far as they relate to land under the Real Property Act, 1900 are sufficient to enable the purchaser to prepare the appropriate assurance of or relating to the property and the purchaser shall not request the vendor to provide any further particulars of title.

#### 41. **DEALINGS**

If at the date of completion there is lodged for registration but not yet registered or there is noted on any Certificate of Title in respect of the property or any part thereof any mortgage, writ or caveat which affects the vendor's ability to comply with its obligations pursuant to this contract, the purchaser will if so required by the vendor accept a discharge or withdrawal thereof on completion, provided that such discharge of mortgage or withdrawal of writ or caveat is duly executed and in registrable form and the registration fees payable thereon are allowed by the vendor to the purchaser.

#### 42. **COMPLETION**

- 42.1. Completion of this contract shall take place forty two (42) days after the date of this contract (such date being herein referred to as "the Completion Date").
- 42.2. If completion shall not have taken place on or before the Completion Date, then either party may serve on the other a notice in writing specifying a date for completion not less than 14 days from and including the date of service of the notice, and in respect of any date for completion so specified, time shall be deemed to be of the essence.
- 42.3. Each party agrees that 14 days prior notice is reasonable and sufficient time to render the time for completion essential.
- 42.4. Should the vendor serve a notice to complete, the purchaser will be liable for a fee of \$250.00 plus GST to the vendor payable on demand or on settlement by way of a Bank or Trust Account cheque in favour of the vendor's solicitor to cover the cost for the such issue of such notice.
- 42.5. Notwithstanding any other terms of this clause, where the parties' solicitors have agreed on and scheduled a time for settlement and the purchaser cancels the scheduled settlement time or reschedules same, the purchaser will be liable for a fee of \$200 plus GST to the vendor payable on demand or on settlement by way of a Bank or Trust Account cheque in favour of the vendor's solicitor to cover the cost for rescheduling.

#### 43. **INTEREST**

It is an essential term of this agreement that in the event that completion does not take place by the completion date, then the purchaser shall pay the vendor on completion in addition to the balance of purchase monies and any other monies payable to the vendor, interest on the balance of purchase monies calculated at the rate of ten per cent (10%) per annum computed at a daily rate from the day immediately after the due completion date up to and including the actual date which completion takes place. If completion is delayed by reason of the vendor's default, then interest shall not be charged until 2 days after the vendor has remedied such default. It is further agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the non-receipt of the purchase money and liability for rates and outgoings. The vendor is not obliged to complete this contract unless the amount payable under this clause is tendered.

**44. DEPOSIT GUARANTEE**

- a) This further clause applies only if the purchaser with the consent of the vendor, has paid the Deposit by way of Deposit Guarantee.
- b) Subject to the balance of this further clause the delivery of the Deposit Guarantee on or before the date of this contract, to the person nominated in this contract as Deposit holder will, to the extent of the amount guaranteed under the Deposit Guarantee, be deemed for the purposes of this contract to be payment of the Deposit in accordance with this contract.
- c) Any request to pay the deposit by way of Deposit Guarantee must be made to and received the Agent or solicitor at the time agreement is reached for the purchase of the property. The purchaser must ensure that this written approval is obtained from the vendor or vendor's solicitor before purchasing any Deposit Guarantee. The vendor reserves the right to refuse to accept a Deposit Guarantee from any purchaser even if the offered Deposit Guarantee complies with the requirement of this contract.
- d) Unless otherwise agreed by the vendor, the Deposit Guarantee must be issued at the request of at least one of the parties named in this contract as the purchaser.
- e) The purchaser must pay the amount stipulated in the Deposit Guarantee to the vendor by unendorsed Bank Cheque on completion of this contract or at such other time as this contract may require the Deposit to be paid to the vendor in ready available funds.
- f) If the vendor serves on the purchaser a notice in writing claiming the forfeit of the Deposit to the vendor, then to the extent that the amount has not already been paid by the issuer of the Deposit Guarantee, the purchaser must immediately pay the Deposit or balance of the Deposit owing to the vendor.
- g) The vendor acknowledges that payment by the issuer of the Deposit Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the Deposit under the contract.
- h) The Deposit Guarantee must remain valid until the earlier of completion or the Sunset Date (if applicable). If for any reason the Deposit Guarantee is not valid or ceases to be valid the vendor may serve a notice in writing on the purchaser requiring the Deposit to be paid in a manner that is satisfactory to the vendor and the purchaser must deliver to the vendor a valid Deposit within 48 hours of the date of the notice.

**45. RELEASE OF DEPOSIT PRIOR TO SETTLEMENT**

The purchaser acknowledges and irrevocably authorises the Depositholder to release the deposit or such amount of the deposit if and as may be required by the vendor prior to completion provided however that it is for the sole purpose of purchasing a

property and/or for the payment of stamp duty. Upon payment of same the Vendor must provide to the Purchaser evidence of same.

**46. PAYMENT OF DEPOSIT**

46.1 If the vendor accepts payment of the 10% deposit by way of instalments at the date hereof the balance of the deposit is payable as follows:

46.1.1 on completion; or

46.1.2 on demand upon the default of the purchaser, the occurrence of such default shall be determined at the absolute discretion of the vendor, and if no demand is made until the date of completion, then on completion.

46.2 The purchaser acknowledges that the vendor has agreed to accept payment of the deposit by way of instalments, for the sole benefit of the purchaser. In the event that condition 46.1.2 is evoked, the purchaser acknowledges that the balance of the deposit payable by it as a consequence of its default, does not constitute a penalty under this contract, but it is the balance of the 10% deposit that the vendor may have insisted on to be paid in full on exchange of this contract.

**47. INVESTMENT OF DEPOSIT**

The parties authorise the Deposit holder to invest the deposit in an interest bearing trust account and any interest earned or accrued on the deposit (less costs, duties, fees incurred in connection therewith) will be paid equally between the vendor and purchaser.

**48. SERVICES**

The purchaser is purchasing the property and shall take title thereto subject to existing or proposed services (if any). The purchaser hereby warrants that it has to its satisfaction made enquiries in respect of the following and shall not make any objection requisition or claim for compensation in respect of:

- a) The nature, location, availability or non-availability of any service;
- b) As to whether or not the property has the benefit of any rights or easements in respect of any service or mains pipes or connections for any service;
- c) If any underground or surface stormwater drain passes through or over the property or the parcel (if applicable);
- d) Any manhole or vent being on the property or the parcel (if applicable);
- e) Any rainwater down-pipe is connected to the sewer; or
- f) Any services are shared and/ or accommodate other properties other than the subject property.

**50. SALE AGENCY**

- 50.1 The purchaser warrants that he has not been introduced to the property or the vendor by any Real Estate Agent other than the Agent, if any, named in this contract as vendor's agent.
- 50.2 The purchaser shall, notwithstanding the completion of this sale, indemnify and keep indemnified the vendor and his estate and effects against any liability (for payment of commission or other monies) arising out of breach of the warranty in clause 49.1.

**51. CLAIMS OF COMPENSATION**

Notwithstanding clause 7 of this contract, the parties expressly agree that any claim for compensation shall be deemed to be a requisition for the purpose of clause 8 of this contract.

**52. CONDITIONS OF SALE OF LAND BY AUCTION**

These conditions replace "Auctions" on page 4 of the printed provisions of this contract.

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

Bidders record means the bidders record to be kept pursuant to clause 13 of the Property, Stock and Business Agents Regulation 2014 and section 68 of the Property, Stock and Business Agents Act 2002:

- 52.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
  - b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
  - c) The highest bidder is the purchaser, subject to any reserve price;
  - d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
  - e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
  - f) A bidder is taken to be 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.

52.2. 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) One bid only may be made by or on behalf of the vendor. This includes a bid made by the auctioneer on behalf of the vendor;
- c) When making a bid on behalf of the vendor or accepting a bid made by or on behalf of the vendor, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

## NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 18/SP100114

SEARCH DATE	TIME	EDITION NO	DATE
11/2/2026	3:52 PM	2	19/12/2019

LAND

LOT 18 IN STRATA PLAN 100114  
AT EPPING  
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA

FIRST SCHEDULE

ANITHA IYER (T AP789891)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP100114
- 2 AP789892 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP100114

SEARCH DATE	TIME	EDITION NO	DATE
11/2/2026	3:52 PM	3	31/12/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 100114  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT EPPING  
LOCAL GOVERNMENT AREA CITY OF PARRAMATTA  
PARISH OF FIELD OF MARS COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP100114

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 100114  
ADDRESS FOR SERVICE OF DOCUMENTS:  
C/ BRIGHT & DUGGAN  
LEVEL 1, 37-43 ALEXANDER STREET  
CROWS NEST 2065

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B844547 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 B905535 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 4 AP283816 RESTRICTION(S) ON THE USE OF LAND
- 5 AP283817 POSITIVE COVENANT
- 6 DP1256200 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1256200
- 7 DP1256488 EASEMENT TO DRAIN WATER 1, 1.1 & 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 AQ691844 INITIAL PERIOD EXPIRED
- 9 AQ691844 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 100114

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 320	2	- 233	3	- 329	4	- 242
5	- 234	6	- 234	7	- 314	8	- 306
9	- 328	10	- 236	11	- 227	12	- 309
13	- 309	14	- 223	15	- 231	16	- 308

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP100114

PAGE 2

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

STRATA PLAN 100114

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
17	- 344	18	- 238	19	- 229	20	- 311
21	- 311	22	- 225	23	- 233	24	- 309
25	- 346	26	- 240	27	- 231	28	- 313
29	- 313	30	- 227	31	- 234	32	- 421
33	- 419	34	- 417	35	- 256		

NOTATIONS

UNREGISTERED DEALINGS: NIL

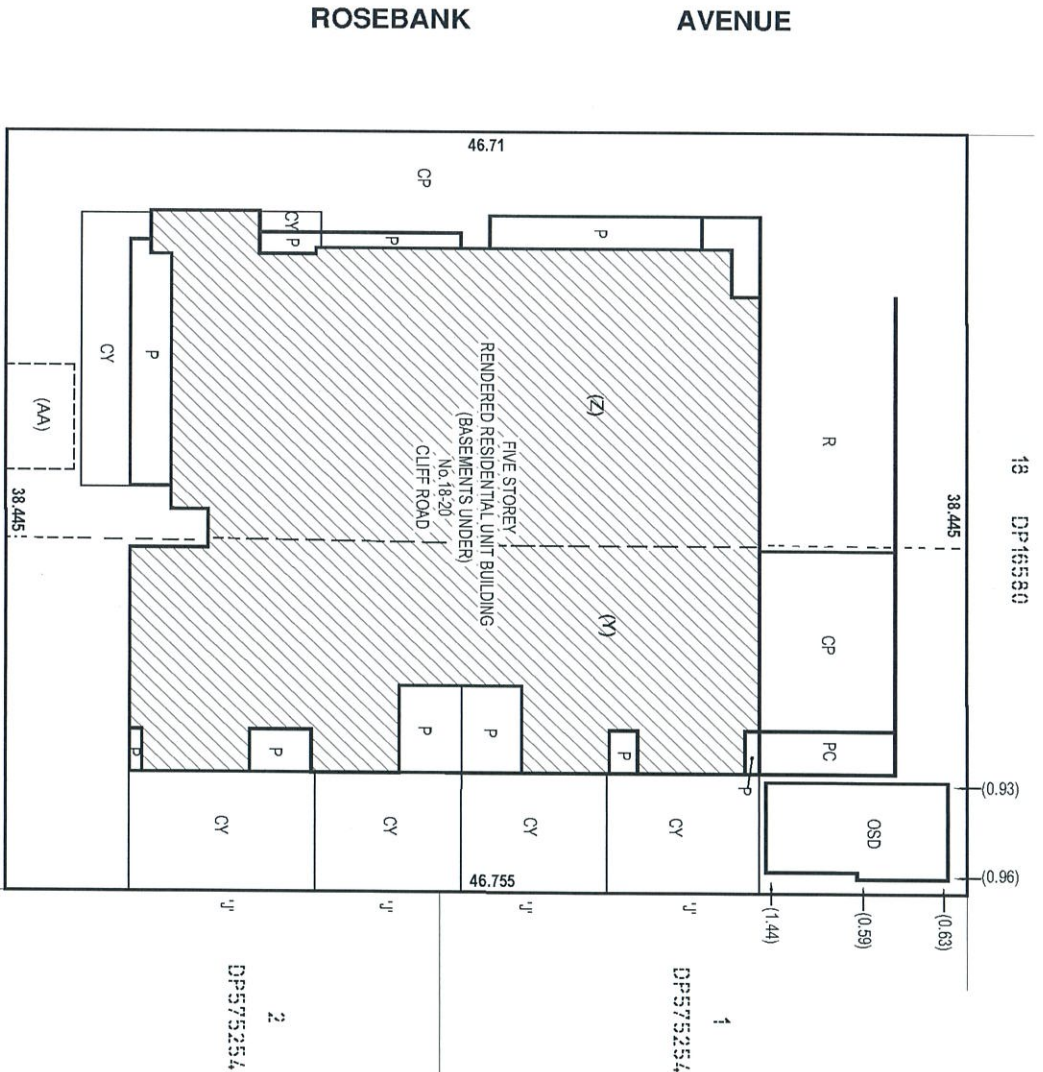
\*\*\* END OF SEARCH \*\*\*

GA:26/2815...

PRINTED ON 11/2/2026

\* 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 95B(2) of the Real Property Act 1900.

**LOCATION  
PLAN**



(Y) COVENANT (B844547)  
 (Z) COVENANT (B905535)  
 (AA) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES  
 3.3 WIDE (DP1250828)

LOT BOUNDARIES DENOTED 'J' ARE COINCIDENT  
 WITH PARCEL BOUNDARIES

CP - COMMON PROPERTY  
 CY - COURTYARD  
 OSD - ON SITE DETENTION  
 P - PATIO  
 PC - PLANTER (CP)  
 R - RAMIP (CP)

PLAN OF SUBDIVISION OF LOT 1 IN DP 1250828

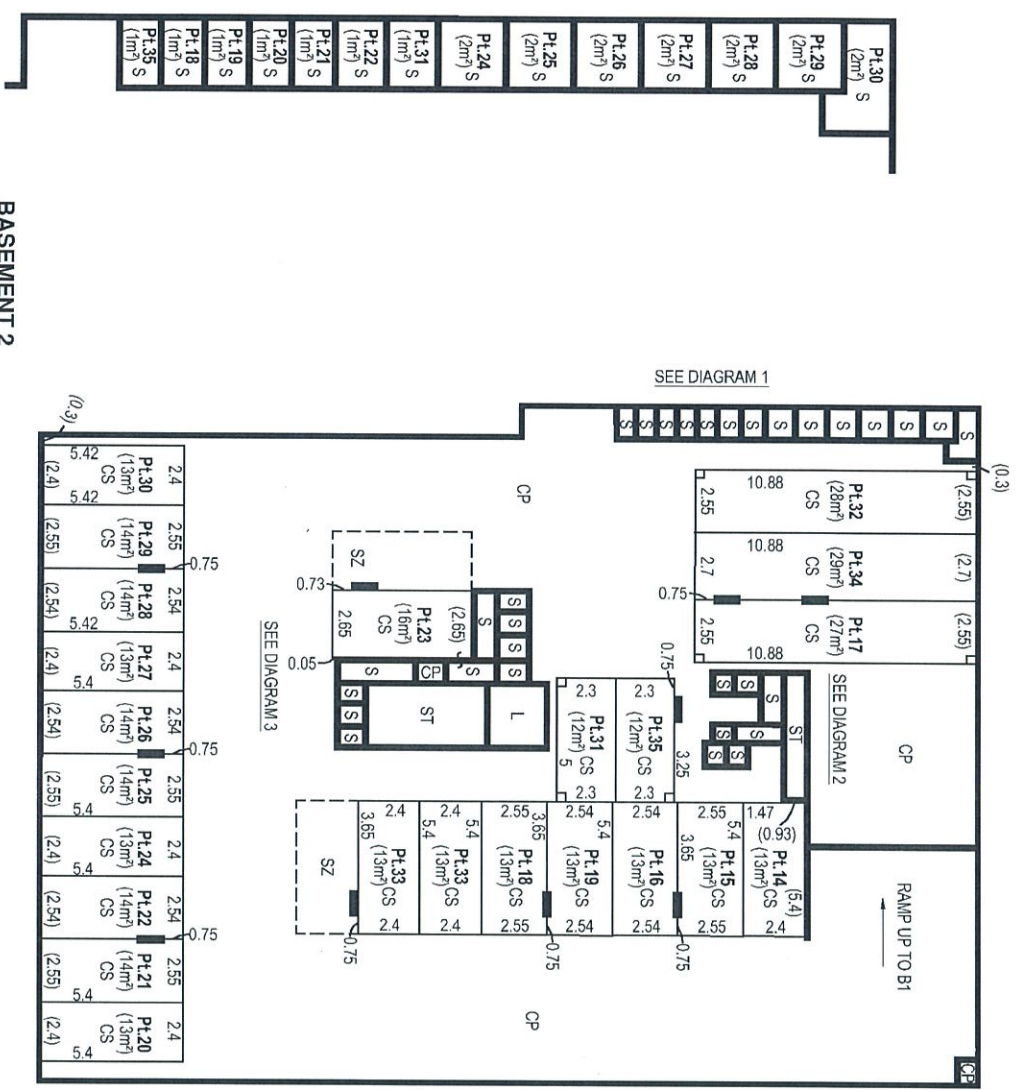
Surveyor:  
**MATTHEW PLOWMAN**  
 Date: 24-06-2019  
 Surveyor's Ref: 7539

L.G.A.: CITY OF PARRAMATTA  
 Locality: EPPING  
 Reduction Ratio 1:250  
 Lengths are in metres.



REGISTERED  
 6/09/2019

**SP100114**



**BASEMENT 2**

DIAGRAM 1  
NOT TO SCALE

DIAGRAM 2  
NOT TO SCALE

DIAGRAM 3  
NOT TO SCALE

- NOTES:-**
1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
  3. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



- CP - COMMON PROPERTY
- CS - CAR SPACE
- L - LIFT (CP)
- S - STORAGE
- ST - STAIRS (CP)
- SZ - SHARED ZONE (CP)

**PLAN OF SUBDIVISION OF LOT 1 IN DP 1250828**

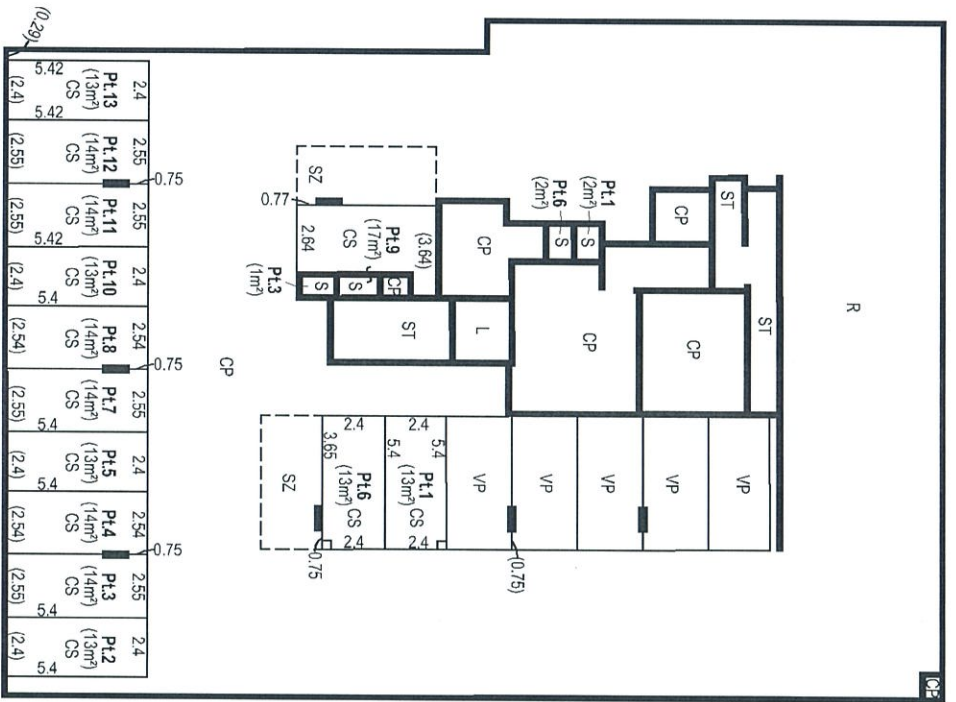
Surveyor:  
**MATTHEW PLOWMAN**  
 Date: 24-06-2019  
 Surveyor's Ref: 7539

L G R: CITY OF PARRAMATTA  
 Locality: EPPING  
 Reduction Ratio: 1:200  
 Lengths are in metres.

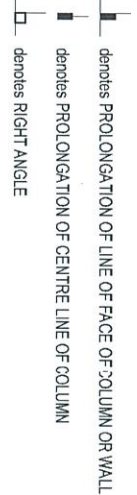
REGISTERED  
  
 6/09/2019

**SP100114**

**BASEMENT 1**



- NOTES:**
1. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  2. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
  3. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



- CP - COMMON PROPERTY
- CS - CAR SPACE
- L - LIFT (CP)
- R - RAMP (CP)
- S - STORAGE
- ST - STAIRS (CP)
- SZ - SHARED ZONE (CP)
- VP - VISITOR PARKINGS (CP)

PLAN OF SUBDIVISION OF LOT 1 IN DP 1250828

Surveyor:  
**MATTHEW PLOWMAN**  
 Date: 24-06-2019  
 Surveyor's Ref: 7539

L G A - CITY OF PARRAMATTA  
 Locality: EPPING  
 Reduction Ratio: 1:200  
 Lengths are in metres.

REGISTERED  
  
 6/09/2019

**SP100114**

- NOTES:**
1. THE STRATUM OF EACH PATIO IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
  2. THE STRATUM OF THE COURTYARD IS 4 BELOW AND 3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE OVER THE BASEMENT OR COVERED WITHIN THIS LIMIT
  3. THE STRUCTURE OF THE CONCRETE STAIRS WITHIN THE COURTYARDS OF LOTS 4, 5, 6 AND 7 IS COMMON PROPERTY
  4. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  5. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
  6. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



**GROUND FLOOR (LEVEL 1)**



PLAN OF SUBDIVISION OF LOT 1 IN DP 1250828

Surveyor:  
 MATTHEW PLOWMAN

Date: 24-06-2019

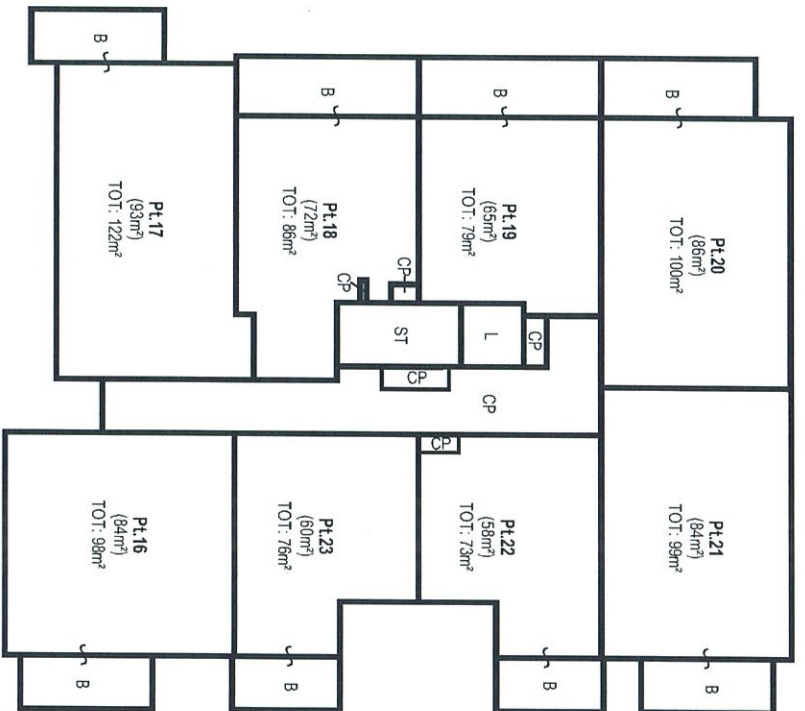
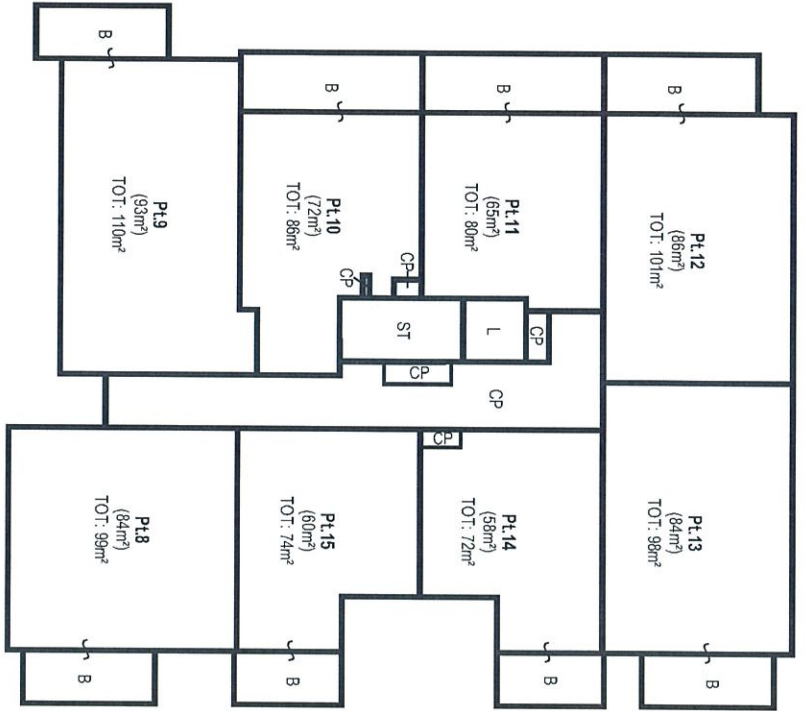
Surveyor's Ref: 7539

L.G.A.: CITY OF PARRAMATTA  
 Locality: EPPING  
 Reduction Ratio: 1:200  
 Lengths are in metres.

REGISTERED


6/09/2019

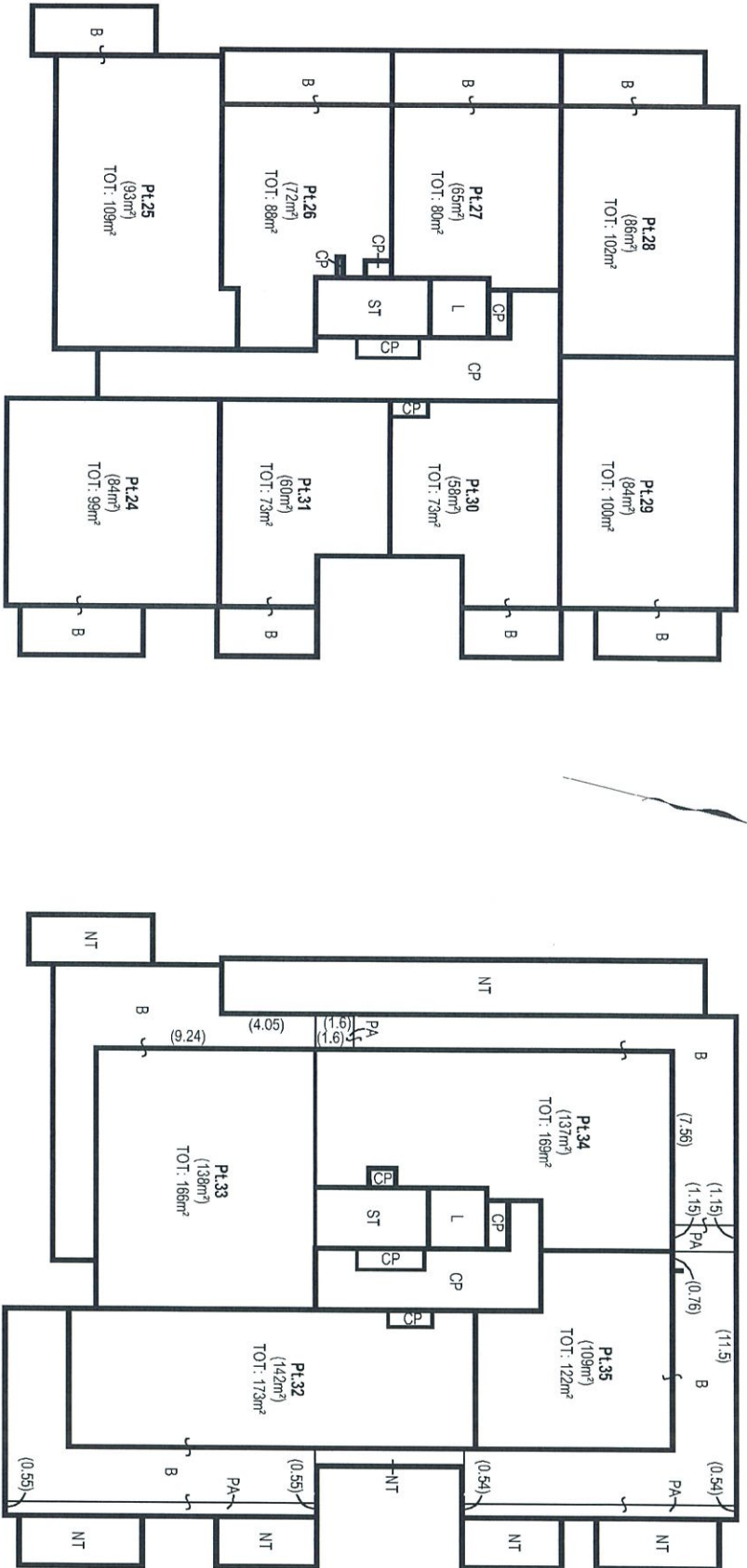
SP100114



- NOTES:-**
1. THE STRATUM OF EACH BALCONY IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
  2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
  3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
  4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP - COMMON PROPERTY  
 B - BALCONY  
 L - LIFT (CP)  
 ST - STAIRS (CP)

Surveyor: <b>MATTHEW PLOWMAN</b> Date: 24-06-2019 Surveyor's Ref: 7539	PLAN OF SUBDIVISION OF LOT 1 IN DP 1250828	L.G.A.: CITY OF PARRAMATTA Locality: EPPING Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  6/09/2019	SP100114
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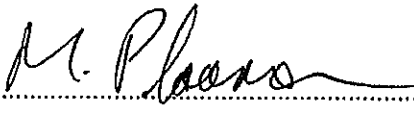
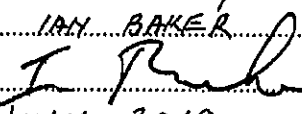
**NOTES:-**

1. THE STRATUM OF EACH BALCONY AND PEBBLE AREA IS 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITH THIS LIMIT
2. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
3. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
4. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN


denotes PROLONGATION OF LINE OF FACE OF COLUMN OR WALL

- PA - PEBBLE AREA
- CP - COMMON PROPERTY
- B - BALCONY
- L - LIFT (CP)
- ST - STAIRS (CP)
- NT - NON TRAFFICABLE ROOF AREA (CP)

Surveyor: <b>MATTHEW PLOWMAN</b> Date: 24-06-2019 Surveyor's Ref: 7539	PLAN OF SUBDIVISION OF LOT 1 IN DP 1250828	L.G.A. CITY OF PARRAMATTA Locality: EPPING Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED  6/09/2019	<b>SP100114</b>
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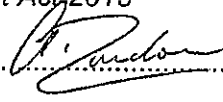
SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheets	
Office Use Only			Office Use Only		
Registered:  6/09/2019		<b>SP100114</b>			
PLAN OF SUBDIVISION OF: LOT 1 IN DP 1250828			LGA: CITY OF PARRAMATTA Locality: EPPING Parish: FIELD OF MARS County: CUMBERLAND		
This is a <b>FREEHOLD</b> Strata Scheme					
Address for Service of Documents  <b>No 18-20 CLIFF ROAD EPPING NSW 2121</b>  Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i> ) <del>* The strata by-laws lodged with the plan.</del>		
<p style="text-align: center;"><b>Surveyor's Certificate</b></p> <p>I, MATTHEW PLOWMAN of SDG Land Development Solutions Suite 1, 3 Railway Street Baulkham Hills NSW 2153, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p><del>*The building encroaches on:</del>                  *(a) a public place                  *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ .....</p> <p>Signature:  .....</p> <p>Date: 24-06-2019                  Surveyor ID: 5915                  Surveyor's Reference: 7539</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p>			<p style="text-align: center;"><b>Strata Certificate (Accredited Certifier)</b></p> <p>I ...<del>IAN</del>...<b>BAKER</b>..... being an Accredited Certifier, accreditation number <del>BPB.0017</del>....., certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i>.</p> <p><del>*(a) This plan is part of a development scheme.</del>                  *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.                  *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) 92 and 93 will be created as utility lots and restricted in accordance with <del>Section 63 <i>Strata Schemes Development Act 2015</i>.</del></p> <p>Certificate Reference: <del>.....</del> <u>17/SC38/19</u>.....                  Relevant Planning Approval No.: <del>.....</del> <u>17/EPG25/19</u>.....                  issued by: <del>.....</del> <u>IAN BAKER</u>.....                  Signature:  .....</p> <p>Date: <del>.....</del> <u>30 July 2019</u>.....</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p>		
* Strike through if inapplicable					

ePlan

SP FORM 3.07	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 4 sheets
Office Use Only	Office Use Only	
Registered:  6/09/2019	<b>SP100114</b>	


**VALUER'S CERTIFICATE**

I, Anthony Dundovic (Associate API No. 69119) being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 11 July 2019

**SCHEDULE OF UNIT ENTITLEMENT**

LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT	LOT No.	UNIT ENTITLEMENT
1	320	11	227	21	311	31	234
2	233	12	309	22	225	32	421
3	329	13	309	23	233	33	419
4	242	14	223	24	309	34	417
5	234	15	231	25	346	35	256
6	234	16	308	26	240	<b>TOTAL</b>	<b>10000</b>
7	314	17	344	27	231		
8	306	18	238	28	313		
9	328	19	229	29	313		
10	236	20	311	30	227		

<b>SP FORM 3.08 (Annexure)</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 4 sheets
Office Use Only  Registered:  6/09/2019	<b>SP100114</b>	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*


**STREET ADDRESS SCHEDULE**

**No 18-20 CLIFF ROAD EPPING NSW 2121**

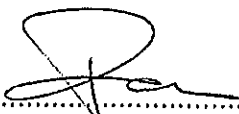

LOT No.	SUB ADDRESS	LOT No.	SUB ADDRESS	LOT No.	SUB ADDRESS	LOT No.	SUB ADDRESS
1	101	11	204	21	306	31	408
2	102	12	205	22	307	32	501
3	103	13	206	23	308	33	502
4	104	14	207	24	401	34	503
5	105	15	208	25	402	35	504
6	106	16	301	26	403		
7	107	17	302	27	404		
8	201	18	303	28	405		
9	202	19	304	29	406		
10	203	20	305	30	407		

**COMMON PROPERTY – No 18-20 CLIFF ROAD EPPING NSW 2121**

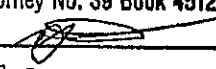
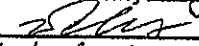
SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 4 sheets
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<p style="text-align: center;">Office Use Only</p> <p>Registered:  6/09/2019</p>	<p style="text-align: center;">Office Use Only</p> <p style="font-size: 24pt; text-align: center;"><b>SP100114</b></p>
---	--

- This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
  - Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see section 22 Strata Schemes Development Act 2015

EXECUTED by HONGDI INVESTMENT PTY LTD ACN 169 113 731 in accordance with s127 of the Corporations Act 2001	) ) ) ) ) )	 ..... (Signature)	 ..... (Signature)
		CHUANHUI PAN ..... (Print Name) Director	PETER YANG SHENG ..... (Print Name) Director / SECRETARY

**CONSENT OF MORTGAGEE (AP280937)**

Mortgagee under Mortgage No. AP280937  
 Signed at Sydney this 15 day of August  
20 19 for National Australia Bank Limited ABN 12 004 044 937  
 by Helen Yin its duly  
 appointed Attorney under Power of Attorney No. 39 Book 4512  
 Attorney Signature, Level 3 Attorney   
 Witness Signature   
 Witness Name Wade Kuang  
 Witness Address Level 3, 255 George St, NSW 2000

Form: 15CH  
Release: 2.3

**CONSOLIDATION  
CHANGE OF BY-LA**

New South Wales  
Strata Schemes Management A  
Real Property Act 1900



**AQ691844H**

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/SP100114

(B) LODGED BY

Document Collection Box  <b>1W</b>	Name Company Bylaws Assist Address PO Box: 8274, Baulkham Hills, NSW, 2153  E-mail services@bylawsassist.com.au Contact Number +61 411 777 557 Customer Account Number 135632E Reference BLA/3422	CODE  <b>CH</b>
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- (C) The Owner-Strata Plan No. 100114 certify that a special resolution was passed on 9/12/2020  
(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. \_\_\_\_\_  
Added by-law No. Special By-law No.1  
Amended by-law No. \_\_\_\_\_  
as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 100114 which includes new Added Special By-law No.1 starting from Page 5 of 7 respectively.

(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 1

(G) The seal of The Owners-Strata Plan No. 100114 was affixed on 17/12/2020 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 :

Authority :

*[Handwritten Signature]*  
**PHILLIP COURT**  
**STRATA MANAGING AGENT**

Signature :

Name :

Authority :



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 100114

**STRATA SCHEMES MANAGEMENT REGULATION 2016 (NSW) SCHEDULE 3 MODEL BY-LAWS FOR RESIDENTIAL STRATA SCHEMES**

**1 Vehicles**

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

**2 Changes to Common Property**

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

**3 Damage to Lawns and Plants on Common Property**

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

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

**4 Obstruction of Common Property**

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

**5 Keeping of Animals - OPTION A**

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

The seal of The Owners - Strata Plan No 100114 was affixed on ...17 December 2020..... 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(s): .....

Name(s) [use block letters]: ...PHILLIP COURT.....

Authority:.....STRATA MANAGING AGENT.....



- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
- keep the animal within the lot, and
  - supervise the animal when it is on the common property, and
  - take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

#### **6 Noise**

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

#### **7 Behaviour of Owners, Occupiers and Invitees**

- An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
  - do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property; and
  - without limiting paragraph (a), that invitees comply with clause (1).

#### **8 Children Playing on Common Property**

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

#### **9 Smoke Penetration - OPTION A**

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

#### **10 Preservation of Fire Safety**


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

#### **11 Storage of Inflammable Liquids and Other Substances and Materials**

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

#### **12 Appearance of Lot**

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



### 13 Cleaning Windows and Doors

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

### 14 Hanging out of Washing

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

### 15 Disposal of Waste - Bins for Individual Lots (Applicable where individual lots have bins)

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
  - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
  - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posing signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:  
"bin" includes any receptacle for waste.  
"waste" includes garbage and recyclable material.

### 16 Disposal of Waste - Shared Bins (Applicable where bins are shared by lots)

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

- (5) In this by-law:  
"bin" includes any receptacle for waste.  
"waste" includes garbage and recyclable material.

#### **17 Change in Use or Occupation of Lot to be Notified**

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.  
(2) Without limiting clause (1), the following changes of use must be notified:  
(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in a lot being used for commercial or industrial purposes rather than residential purposes).  
(b) a change to the use of a lot for short-term or holiday letting.  
(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

#### **18 Compliance with Planning and Other Requirements**

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

### **Special By-law 1 – Short-term Rental Accommodation Arrangement**

#### **PART 1 DEFINITIONS & INTERPRETATION**

##### 1.1 In this by-law:

- (a) **Environmental Planning Instrument** means an instrument which includes, but is not limited to, the applicable planning instruments said to apply to the Owners Corporation, and includes from time to time, any development control plan issued by the local council.  
(b) **Fair Trading Act** means the *Fair Trading Act 1987* (NSW).  
(c) **Lot** means a lot in strata scheme 100114.  
(d) **Owner or Occupier** means the owner or occupier of a Lot from time to time.  
(e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 100114.  
(f) **Residential Tenancies Act** means the *Residential Tenancies Act 2010* (NSW).  
(g) **Short-term Rental Accommodation Arrangement** means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, other than in accordance with the Residential Tenancies Act. Short-term Rental Accommodation Arrangement includes holiday rentals, executive rentals, Airbnb and all types of tourist and visitor accommodation.

##### 1.2 In this by-law a word which denotes:

- (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 *Strata Schemes Management Act 2015*; and  
(d) references to legislation includes references to amending and replacing legislation.

**PART 2**  
**RESTRICTIONS OF SHORT-TERM RENTAL ACCOMMODATION ARRANGEMENT**

- 2.1 An Owner and Occupier is permitted to use their Lot for the purposes of Short-term Rental Accommodation Arrangement provided the Lot is the principal place of residence of the Owner or Occupier who is giving the right of occupation.
- 2.2 An Owner or Occupier cannot use their Lot for the purposes of Short-term Rental Accommodation Arrangement if the Lot is not the principal place of residence of the Owner or Occupier who is giving the right of occupation.
- 2.3 An Owner or Occupier shall not at any time breach:
  - (a) any development consent condition of the Owners Corporation;
  - (b) any Environmental Planning Instrument; and
  - (c) any code of conduct with respect to Short-term Rental Accommodation Arrangement issued by the NSW Office of Fair Trading or any other authority, company or individual which replaces or performs that same function.

The seal of The Owners-Strata Plan No 100114 was affixed on ...17 December 2020..... 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(s): .....

Name(s) [use block letters]: ...PHILLIP COURT.....

Authority:.....STRATA MANAGING AGENT.....



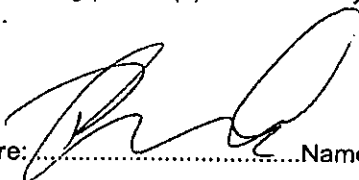
**Approved Form 10**  
**Certificate re Initial Period**

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 ....100114..... was affixed on ^ .....17 December 2020.....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: ...PHILLIP COURT ..... Authority: .STRATA MANAGING AGENT.

Signature: ..... Name: ..... Authority: .....

^ Insert appropriate date

\* Strike through if inapplicable.



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

Lengths are in metres

(Sheet 1 of 3 sheets)

Plan: **DP1256488** Plan of Easement over Lot 1 in DP575254

Full name and address of the  
owner of the land:


Hyoung Seok Seo  
Eun Sook Seo  
15A Ray Road, Epping NSW 2121


**Part 1 (Creation)**

No. of item shown in the intention panel on the plan	Identity of easements restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement to Drain Water 1, 1.1 & 2 Wide	1/575254	1/1250828

**Part 1A (Release)**

No. of item shown in the intention panel on the plan	Identity of easements restrictions and positive covenants to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement to Drain Water 1 Wide (DP1230036)	1/575254	1/1250828
2	Easement to Drain Water 1 Wide (AM495015)	1/575254	1/1250828
3	Easement to Drain Water 2 Wide (DP1242965)	1/575254	1/1250828

  
.....  
Hyoung Seok Seo

  
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Eun Sook Seo

  
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Hongdi Investment Pty Ltd

ePlan

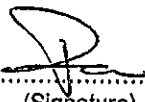
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE  
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
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Lengths are in metres

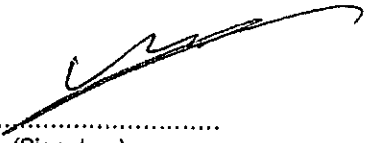
(Sheet 2 of 3 sheets)

Plan: **DP1256488** Plan of Easement over Lot 1 in DP575254

EXECUTED by  
HONGDI INVESTMENT PTY LTD  
ACN 169 113 731  
in accordance with s127 of  
the Corporations Act 2000


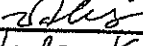
  
.....  
(Signature)

CHUNHUI PAN  
.....  
(Print Name)  
Director


  
.....  
(Signature)


PETER YANG SHENG CHEN  
.....  
(Print Name)  
Director / Secretary

**CONSENT OF MORTGAGEE (AP280937)**

Mortgagee under Mortgage No. AP280937  
Signed at Sydney this 16 day of July  
2019 for National Australia Bank Limited ABN 12 004 044 937  
by Helen Yin its duly  
appointed Attorney under Power of Attorney No. 39 Book 4512  
Attorney Signature, Level 3 Attorney   
Witness Signature   
Witness Name Wade Kuang  
Witness Address Level 3, 255 George St NSW 2000

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Hyoung Seok Seo

  
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Eun Sook Seo

  
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Hongdi Investment Pty Ltd

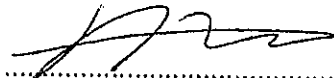
**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON USE  
AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

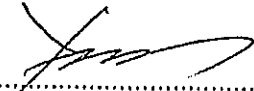
Lengths are in metres

(Sheet 3 of 3 sheets)

Plan: **DP1256488** Plan of Easement over Lot 1 in DP575254

SIGNED in my presence by Hyoung Seok Seo  
and Eun Sook Seo who are personally known  
to me:

  
.....  
Signature of Witness

  
.....  
Hyoung Seok Seo

*Dennis Seo*  
.....  
Name of Witness

  
.....  
Eun Sook Seo

*15 A Ray Rd Epping*  
.....  
Address of Witness

**CONSENT OF MORTGAGEE (AE196503)**

Signed for and on behalf of  
WESTPAC BANKING CORPORATION  
ABN 33 007 457 141  
by its Attorneys:



Antonio Varricchio  
Tier Three Attorney  
The Mortgage Centre

Power of Attorney registered at Land  
and Property Information NSW  
Book 4299 No. 332

I certify that the applicant, with whom I  
am personally acquainted or as to whose  
identity I am otherwise satisfied, signed  
this application in my presence.

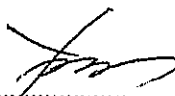
Signature of Witness: 

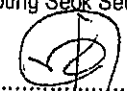
Name of Witness: Debra Verrall


Address of Witness: 25 Pierson Street  
LOCKLEYS SA 5032

Daytime telephone number of Witness:

1300 738 895

  
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Hyoung Seok Seo

  
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Eun Sook Seo

  
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Hongdi Investment Pty Ltd

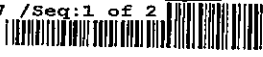
REGISTERED



5/09/2019



MEMORANDUM OF TRANSFER (REAL PROPERTY ACT, 1900.)



B905535L

J 7 11 29 E

its must not be disclosed in transfer)

a less estate, strike out the word "simple," and interline the required alteration.

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

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

These references will suffice if the whole land in the grant or certificate be transferred.

If part only add "and being it sec. D.P." or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol."

Where the consent of the local council is required to subdivide the certificate and plan mentioned in the L.C. Act, 1919, should accompany the transfer.

Strike out if unnecessary. Annexes should comply with Section 89 of the Conveyancing Act, 1909.

Where also should be set forth any right-of-way or easement or exception.

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

A very short note will suffice.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, in whom the Transferor is known, otherwise the attending witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

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

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

SARAH LOUISA HAZLEWOOD wife of David Hazlewood of Epping near Sydney in the State of New South Wales, Estate Agent (herein called transferror)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of Two hundred and thirty four pounds (£ 234-- ) (the receipt whereof is hereby acknowledged) paid to me by

GEORGE CRISPO of Wyralla Avenue, Epping aforesaid gentleman (herein called transferee)

do hereby transfer to the said transferee ALL such my Estate and Interest in ALL THE land mentioned in the schedule following:—

(a) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Cumberland	Field of Mars	Part of land, being Lot 58 D.P. 12051.	2420	33. ✓

And the transferee covenants with the transferror for himself his heirs executors and assigns so as to burden the land hereby transferred and bind the successive owners and tenants thereof hereby covenants with the Transferror (1) That no Dairy, Butchers or Fish business Smithy, Dancing Hall noisy business or noisy Factory shall be carried on permitted or suffered to remain upon the said land or any part thereof (2) That any main building erected on the said land shall be at least 25 feet from the alignment of Cliff Road constructed mainly of Brick Stone and/or Concrete roofed mainly with Slates Tiles and/or Shingles and cost and be of not less value than £700. (3) That the transferror shall not be liable or required to contribute to or join in erecting or maintaining any party fence but this shall not extend to other Purchasers on sale or to Lessees from her (4) That the said land or any part thereof shall not be used for or in connection with any trade business or occupation connected with the manufacture, sale, distribution or consumption of intoxicating liquor. Provided that covenants one and two shall cease to be operative after 8th October 1941 but the others shall be binding in perpetuity. The land which is to bear the burden of these covenants is the land hereby transferred. The benefit of these covenants is intended to be appurtenant to the residue of the land shown on Deposited Plans numbered 10899 and 12051 or any amendments or alterations thereof and these covenants may be released varied or modified by the owners for the time being of ENCUMBRANCES & C. REFERRED TO such residue.

ENCUMBRANCES & C. REFERRED TO

N I L

Signed at Epping the first day of November 1929.

Signed in my presence by the transferror SARAH LOUISA HAZLEWOOD WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the transferee GEORGE CRISPO who is personally known to me :-

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

A. J. Donnell Solicitor Sydney

George Crispo Transferee.

Signed in my presence by the transferee said DAVID HAZLEWOOD WHO IS PERSONALLY KNOWN TO ME

I hereby consent to the registration of the above transfer.

Signed in my presence by the transferee said DAVID HAZLEWOOD

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

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness. † N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm. No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

**LUNELL & WUPPILL**  
 SOLICITORS  
 George & Wynyard Streets  
 SYDNEY

**CONSENT OF MORTGAGEE.**

release and discharge the land comprised in the within mortgagee under Mortgage No. thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 192 } Mortgagee.  
 Signed in my presence by }  
 who is personally known to me. }

**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.<sup>1</sup>**

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. Miscellaneous Register under the authority of which he has just executed the within transfer.<sup>1</sup>

Signed at the day of 192 }  
 Signed at the place and on the date above-mentioned, in the presence of— }

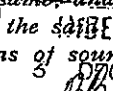
<sup>1</sup> This form is not appropriate in a delegation under Trustees Delegation Powers Act, 1911 the Execution of (War Facilities) Act, 1917.

<sup>j</sup> Strike out unnecessary words. Add any matter necessary show that the po effective.

**FORM OF DECLARATION BY ATTESTING WITNESS.\***

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

<sup>k</sup> May be made before either Registrar-General, Deputy Registrar-General, Notary Public, J Commissioner for Affidavits. Not required if instrument itself made or acknowledged before one of the parties.

BY   
 3 DEC 1929  
 CHICAGO ST

**MEMORANDUM OF TRANSFER of.**

Acres roads 33 1/2 perches  
 Lot 58 D.P. 12051 (Cliff Rd)  
 (Subj. to covenant)  
 Shire Hornsby  
 Municipality  
 Parish Field of Mars County  
 George Crispo Transferree.


**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propri., M'tgor, etc.

Particulars entered in Register Book, Vol. 2420 Fol. 33.

the 28<sup>th</sup> day of December 1929  
 at minutes 4 o'clock in the afternoon.

  
 Registrar General

**B 905535**

**PROGRESS RECORD.**

	Initials. ✓	Date.
Sent to Survey Branch	to	20/11
Received from Records	JAC	21/11/29
Draft written	JAC	21/11/29
Draft examined	JAC	21/11/29
Diagram prepared	JAC	21/11/29
Diagram examined	JAC	21/11/29
Draft forwarded	JAC	21/11/29
Supt. of Engrossers	JAC	21/11/29
Cancellation Clerk	JAC	21/11/29
VOL. 4356 FOL. 89		
Diagram Fees		
Additional Folios		

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

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

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

The fees are—Lodgment fee, 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be 1/5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

Form: 13PC  
 Release: 3-1

**POSITIVE COVENANT**  
 New South Wales



Section 88E(3) Conveyancing Act

**AP283817M**

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

(A) **TORRENS TITLE** 1/1250828

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any SNG LAND DEVELOPMENT SOLUTIONS P.O. BOX 2572 NORTH PARRAMATTA 1750 Reference: 7539	CONTACT: MATTHEW FLOWMAN MF@SNG.NET.AU 0449 591 043	CODE  <b>PC</b>
-------------------------------------	---	---	-----------------------

(C) **REGISTERED PROPRIETOR**  
 Of the above land  
 HONGDI INVESTMENT PTY LTD (ACN 169 113 731)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AK250370 AK250391	NATIONAL AUSTRALIA BANK LIMITED " " " "

(E) **PRESCRIBED AUTHORITY**  
 Within the meaning of section 88E(1) of the Conveyancing Act 1919  
 CITY OF PARRAMATTA COUNCIL

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

DATE 26/4/2019

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

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

Signature of witness: *FVA Casarino*

Signature of authorised officer: *R Seale*

Name of witness: *FVA Casarino*

Name of authorised officer: *Richard Seale*

Address of witness: *126 Church Street Parramatta*

Position of authorised officer: *AGroup Manager Development and Traffic*

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

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

Company: HONGDI INVESTMENT PTY LTD (ACN 169 113 731)  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*

Signature of authorised person: *[Signature]*

Name of authorised person: *PETER YONGSHENG CHEN*

Name of authorised person: *CHUN HUI PAN*

Office held: Director/Secretary

Office held: Director/Secretary

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. *AK 250370*, agrees to be bound by this positive covenant. I certify that the above mortgagee signed this application in my presence.

Signature of witness:

Signature of mortgagee:

Name of witness:

*SUE SHEET 2*

Address of witness:

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



National Australia Bank Limited  
ABN 12 004 044 937

**CONSENT TO POSITIVE COVENANT**

**Annexure to Positive Covenant**

THIS IS AN ANNEXURE TO **POSITIVE COVENANT** WITH HONGDI INVESTMENT PTY LTD AS REGISTERED PROPRIETOR AND CITY OF PARRAMATTA COUNCIL AS PRESCRIBED AUTHORITY


**DATED 26 April 2019**

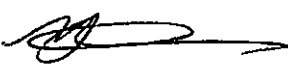
Torrens Title: 1/1250828

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. AK250370 & AK250391 hereby consents to the within **Positive Covenant** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at SUDNEY this 21 day of MAY 2019.

**SIGNED SEALED AND DELIVERED** )  
for and on behalf of **NATIONAL** )  
**AUSTRALIA BANK LIMITED** )  
**ABN 12 004 044 937** by its Attorney )  
who holds the position of )  
Level \_\_ Attorney under )  
Power of Attorney Registered No. 39 )  
Book 4512 in the presence of: )

  
\_\_\_\_\_  
Witness Signature  
MONICHAH  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Attorney Signature  
Helen Yin  
\_\_\_\_\_  
Print Name

ANNEXURE 'A'

POSITIVE COVENANT AFFECTING LOT 1 IN DP 1250828  
18-20 CLIFF ROAD EPPING NSW 2121


Terms of positive covenant

1. The registered proprietor of the lot(s) hereby burdened will in respect of the system:
  - (a) keep the 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 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 and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant.
  - (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.
2. Pursuant to Section 88F(3) of the Conveyancing Act 1919 the Council shall have the following additional powers:-
  - (i) in the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in part 1(d) above.
  - (ii) The Council may recover from the registered proprietor in a Court of competent jurisdiction
    - (a) any expense reasonably incurred by it in exercising its powers under sub-paragraph (i) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the said work, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
    - (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
3. 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 (OSD) system constructed on the land as detailed on the plans approved by Dix Gardner as Private Construction Certificate No CC 18/0285-02 on 20<sup>th</sup> December 2018, 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 724/2017

Approved by City of Parramatta Council

  
HONGDI INVESTMENT PTY LTD

  
General Manager/Authorised Officer

ANNEXURE 'A'

POSITIVE COVENANT AFFECTING LOT 1 IN DP 1250828  
18-20 CLIFF ROAD EPPING NSW 2121

4. Terms of positive covenant for the PUMP SYSTEM

- a. The registered proprietor covenants as follows with the Council in respect to the "Pump System" installed on land (which includes pumps, holding tank, delivery lines and electrical works) shown on the plans approved by Dix Gardner as Private Construction Certificate No CC 18/0285-02 on 20<sup>th</sup> December 2018 held on City of Parramatta Council File No. DA 724/2017.

The registered proprietor will:

- (a) Keep the pump system clean and free of silt, dirt, rubbish and debris.
- (b) Maintain, renew and repair the whole or parts of pump system so that it functions in a safe and efficient manner, and in doing so complete the same within the time and in the manner specified in written notice issued by the Council.
- (c) Carry out the matters referred in paragraphs (a) and (b).
- (d) Make no alterations to the pump system of elements thereof without prior consent in writing to the Council.
- (e) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the pump system for compliance with the requirements of this Clause.
- (f) Comply with the terms of any written notice issued by the Council in respect to the requirements of this Clause within the time stated in the notice.
- b. In the event of the registered proprietor failing to comply with the terms of any written notice served in respect of the matters in Clause 4.1 the Council or its authorised agents may enter with any necessary equipment and carry out any work required to ensure the safe and efficient operation of the pump system and recover from the registered proprietor(s) the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this Clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of Authority having the power to release vary or modify the terms of the restriction on the use of land is **City of Parramatta Council**.

  
.....  
HONGDI INVESTMENT PTY LTD

Approved by City of Parramatta Council

  
.....  
General Manager/Authorised Officer

ANNEXURE 'A'

POSITIVE COVENANT AFFECTING LOT 1 IN DP 1250828  
18-20 CLIFF ROAD EPPING NSW 2121

SIGNED BY CITY OF PARRAMATTA COUNCIL

  
.....

Authorised Officer

Name: *Richard Seale*


Position: *A/Group Manager Development and Traffic*

As Delegate Pursuant to Section 378 of the Local Government Act 1993 and I certify that I have no notice of revocation of such delegation

Signed in the presence of:

  
.....

Witness

  
.....

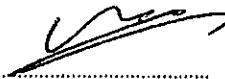
Name

*126 CALWACH ST PARRAMATTA*  
.....

Address

EXECUTED by  
HONGDI INVESTMENT PTY LTD  
ACN 169 113 731  
in accordance with s127 of  
the Corporations Act 2001

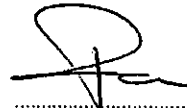
Signature:

  
.....

Print Name:

*PETER YUNG SHENG CHEN*  
Director/Secretary

Signature:

  
.....

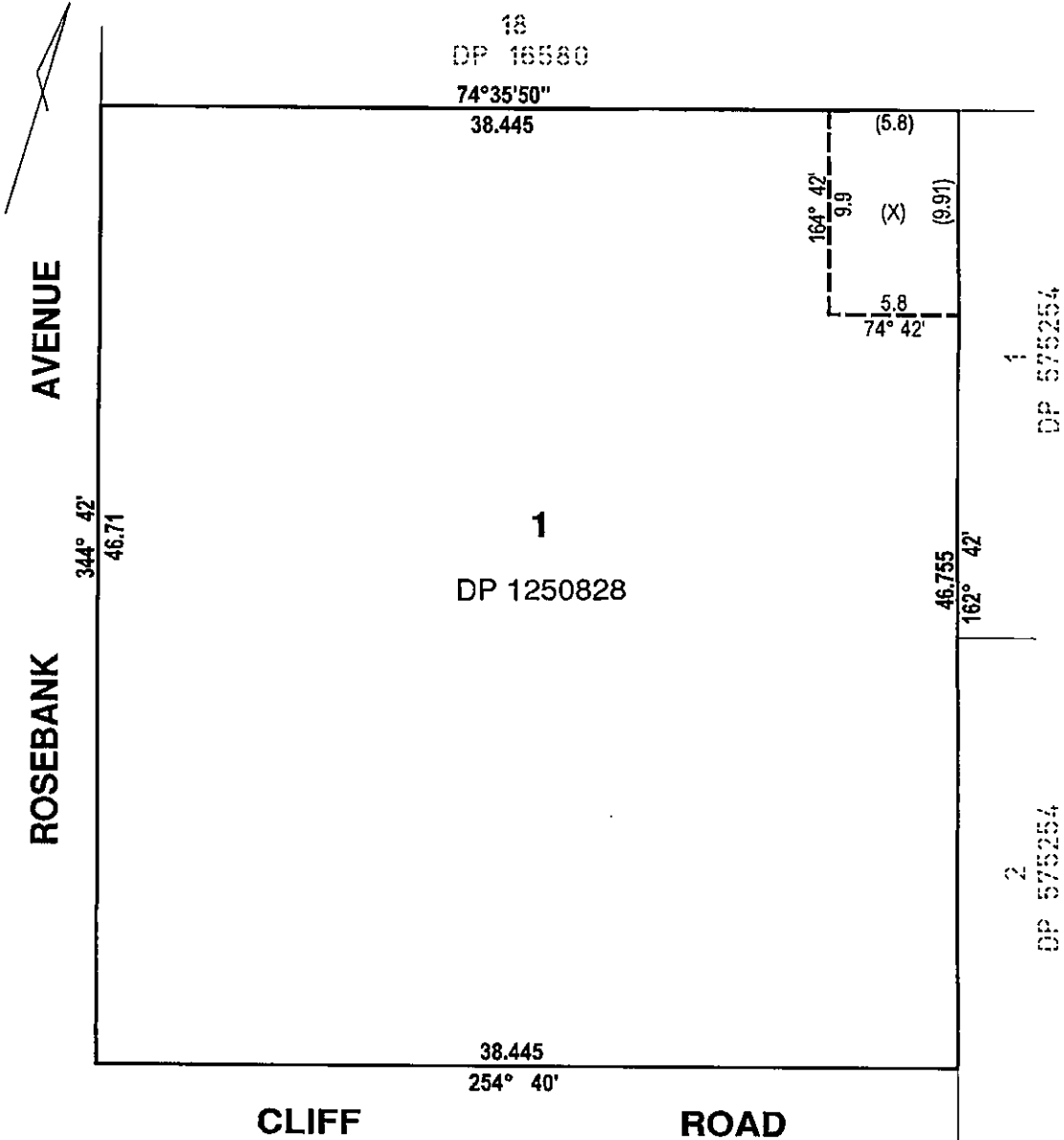
Print Name:

*CHUN HUI PAN*  
Director/Secretary



**ANNEXURE 'B'**  
**PLAN SHOWING LOCATION OF PROPOSED OSD IN LOT 1 DP 1250828**  
 18-20 CLIFF ROAD, EPPING

LGA: CITY OF PARRAMATTA LOCALITY: EPPING SCALE 1:300  
 PARISH: FIELD OF MARS COUNTY: CUMBERLAND DATE: 12-04-2019



(X) denotes PROPOSED LOCATION OF ONSITE DETENTION TANK

*M. Plowman*  
**MATTHEW PLOWMAN**  
 REGISTERED SURVEYOR

**SIGNATURES & SEALS**

THIS IS THE PLAN MARKED 'B' REFERRED TO IN THE POSITIVE COVENANT  
 DATED 12th May 2019 BETWEEN HONGDI INVESTMENT PTY LTD, AS REGISTERED  
 PROPRIETOR AND CITY OF PARRAMATTA COUNCIL AS THE PRESCRIBED AUTHORITY

*[Signature]*  
 HONGDI INVESTMENT PTY LTD

*[Signature]*  
 CITY OF PARRAMATTA COUNCIL

COORDINATE SCHEDULE						
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD	STATE
SSM 18015	322 096 203	6 292 088 689	C	4	SCIMS	FOUND
SSM 18175	322 091 313	6 291 640 038	C	4	SCIMS	FOUND
SSM 18041	322 138 091	6 291 885 013	C	4	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 17/09/2019 COMBINED SCALE FACTOR: 0.99973

MGA ZONE: 56 MGA DATUM: GDA2011

(N) EASEMENT TO DRAIN WATER 1:1.42 WIDE

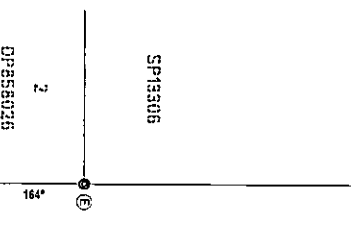
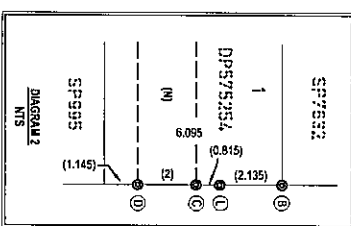
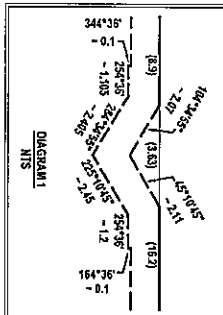
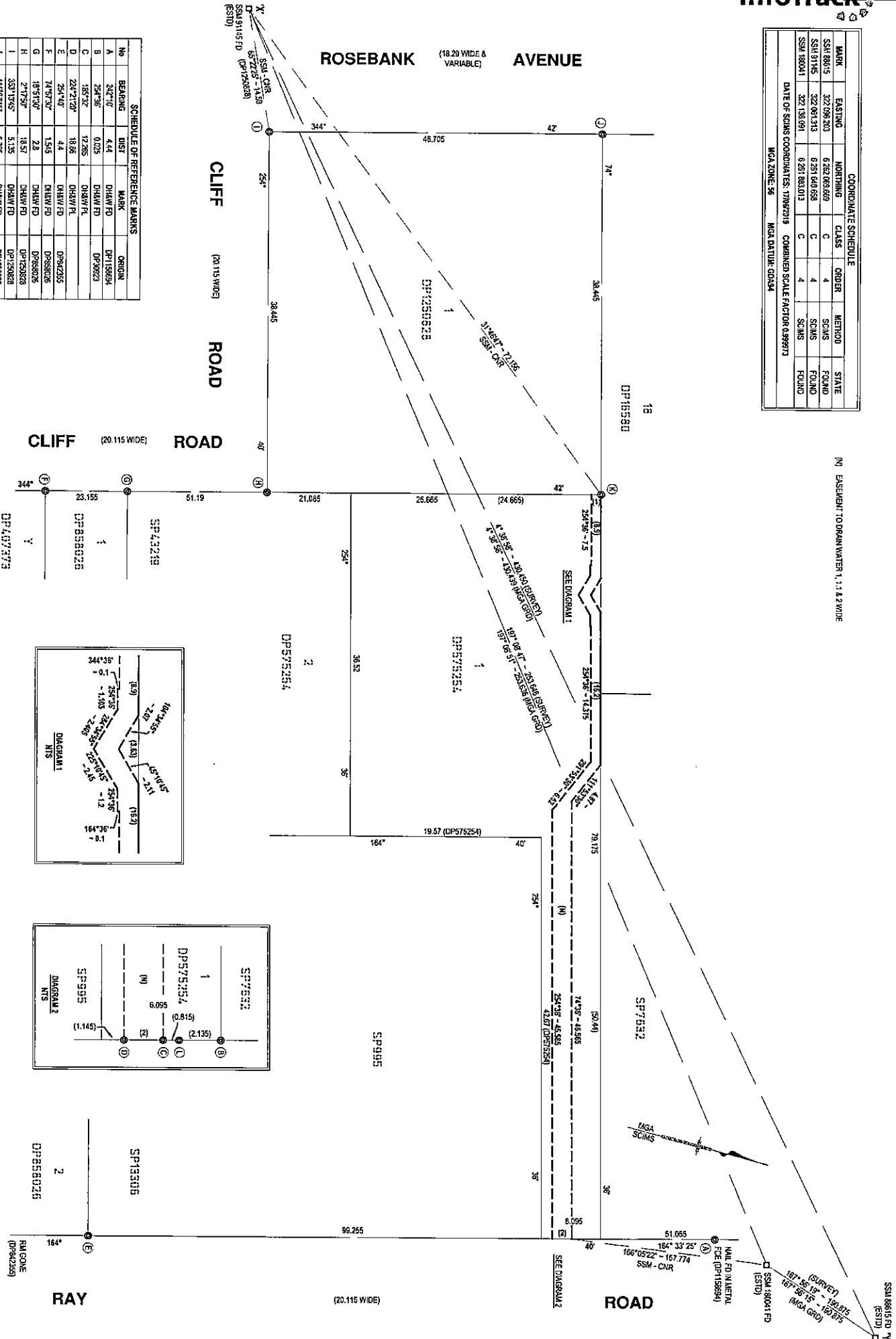
ROSEBANK AVENUE (18.20 WIDE & VARIABLE)

CLIFF ROAD (20.115 WIDE)

CLIFF ROAD (20.115 WIDE)

RAY ROAD (20.115 WIDE)

No	BEARING	DIST	MARK	ORIGIN
A	242°10'	4.44	DRAWN PD	DP1158694
B	264°36'	0.025	DRAWN PD	DP20023
C	185°32'	12.285	DRAWN PL	
D	224°21'00"	18.88	DRAWN PL	
E	264°40'	4.4	DRAWN PD	DP84235
F	174°30'	1.545	DRAWN PD	DP88826
G	18°10'00"	2.8	DRAWN PD	DP783028
H	2°47'50"	18.57	DRAWN PD	DP1250828
I	338°19'46"	5.135	DRAWN PD	DP1250828
J	117°07'15"	5.705	DRAWN PD	DP1250828
K	283°30'	7.14	CHG BRICK WALL	DP1230035
L	282°25'00"	5.08	DRAWN PD	DP1230035





Surveyor: **HAJIB MOJIBIOLAS**  
 Date of Survey: 18 JUNE 2019  
 Surveyor's Ref: 15392

PLAN OF EASEMENT OVER LOT 1 IN DP575254

L.G.A. CITY OF PARRAMATTA  
 Locality: EPPING  
 Reduction Ratio: 1:250  
 Lengths are in meters.

REGISTERED  
 5/09/2019

DP1256488

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<p style="text-align: right;">Office Use Only</p> Registered:  5/09/2019 Title System: TORRENS		<p style="text-align: right;">Office Use Only</p> <h1 style="text-align: center;">DP1256488</h1>
<p><b>PLAN OF EASEMENT OVER LOT 1 IN DP575254</b></p>	LGA: CITY OF PARRAMATTA Locality: EPPING Parish: FIELD OF MARS County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> <p>I, NAJIB NICHOLAS                  of SDG LAND DEVELOPMENT SOLUTIONS                  P.O. Box 2572, NORTH PARRAMATTA 1750                  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 18 JUNE 2019.</p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding **.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X'-'Y'                  Type: *Urban/*Rural                  The terrain is *Level-Undulating /*Steep-Mountaneous.</p> <p>Signature:  Dated: 01/07/2019                  Surveyor Identification No: 9009                  Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature: .....                  Date: .....                  File Number: .....                  Office: .....</p>	
<p>Plans used in the preparation of survey/compilation:</p> DP30923 DP575254 DP1158694 DP1230036 DP1242965 DP1250828	<p style="text-align: center;">Subdivision Certificate</p> <p>I, .....                  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....                  Accreditation number: .....                  Consent Authority: .....                  Date of endorsement: .....                  Subdivision Certificate number: .....                  File number: .....</p> <p>*Strike through if inapplicable.</p>	
Surveyor's Reference: 7539	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	



PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  5/09/2019

PLAN OF EASEMENT OVER LOT 1 IN  
DP575254

DP1256488

Subdivision Certificate number: .....

Date of Endorsement: .....

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

CONSENT OF MORTGAGEE (AP280937)

Mortgagee under Mortgage No. AP280937  
Signed at Sydney this 16 day of July  
2019 for National Australia Bank Limited ABN 12 004 044 937  
by Helen Yin its duly  
appointed Attorney under Power of Attorney No. 39 Book 4512  
Attorney Signature, Level 3 Attorney [Signature]  
Witness Signature [Signature]  
Witness Name Wade Kuang  
Witness Address level 3, 255 George St, NSW 2000

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  5/09/2019

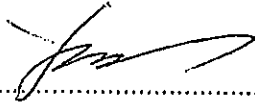
PLAN OF EASEMENT OVER LOT 1 IN  
DP575254

DP1256488


Subdivision Certificate number: .....  
Date of Endorsement: .....

- This sheet is for the provision of the following information as required:
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  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SIGNED by:

  
.....

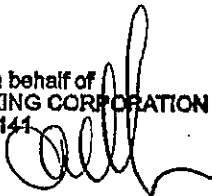
Hyoung Seok Seo

  
.....

Eun Sook Seo

CONSENT OF MORTGAGEE (AE196503)

Signed for and on behalf of  
WESTPAC BANKING CORPORATION  
ABN 33 007 457 144  
by its Attorney:



Antonio Varricchio  
Tier Three Attorney  
The Mortgage Centre

Power of Attorney registered at Land  
and Property Information NSW  
Book 4299 No. 332

I certify that the applicant, with whom I  
am personally acquainted or as to whose  
identity I am otherwise satisfied, signed  
this application in my presence.

Signature of Witness: 

Name of Witness: Debra Verrall

Address of Witness: 25 Pierson Street  
LOCKLEYS SA 5032

Daytime telephone number of Witness:

1300 738 895

Surveyor's Reference: 7539

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 1 of 4 Sheets)

Plan: **DP1256200**

Plan of Easement within Lot 1 DP1250828

Full name and address of the owner of the land:

Hongdi Investment Pty Ltd  
62 Hodge Street  
HURSTVILLE NSW 2220

**PART 1**

No. of item shown in the intention panel on the plan	Identity of restriction, positive covenant, easement to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s) or Prescribed Authorities
1	Easement for Electricity and other Purposes 3.3 wide (A)	Lot 1 DP 1250828	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

**PART 2**

**1. Terms of Easement for Electricity and other purposes 3.3 wide (A) numbered 1 in the plan**

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

Name of authority empowered to release, vary or modify the easement numbered 1 in the plan.

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385



.....  
Authorised Person

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

Lengths are in metres

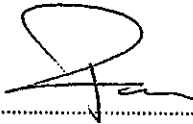
(Sheet 2 of 4 Sheets)

Plan: **DP1256200**

Plan of Easement within Lot 1 DP1250828

EXECUTED by  
HONGDI INVESTMENT PTY LTD  
ACN 169 113 731  
in accordance with s127 of  
the Corporations Act 2001

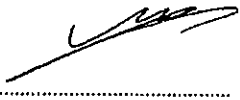
Signature:



Print Name:

CHUNHUI PAN  
Director/~~Secretary~~

Signature:



Print Name:

PETER YONG SHENG CHEN  
Director/Secretary

.....  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 3 of 4 Sheets)

Plan: **DP1256200**

Plan of Easement within Lot 1 DP1250828

Certified correct for the purposes of the Real Property Act 1900 by the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd  
ACN 612 974 044

ERIC Alpha Asset Corporation 2 Pty Ltd  
ACN 612 975 023

ERIC Alpha Asset Corporation 3 Pty Ltd  
ACN 612 975 032

ERIC Alpha Asset Corporation 4 Pty Ltd  
ACN 612 975 078


Blue Asset Partner Pty Ltd ACN 615 217  
493

*on behalf of Alpha Distribution  
Ministerial Holding Corporation  
pursuant to s. 36 of the Electricity  
Network Assets (Authorised  
Transactions) Act 2015*

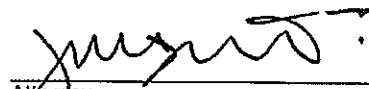
by its attorneys under power of attorney  
registered book 4734 no. 366

at

sign here ▶

  
\_\_\_\_\_  
Attorney

sign here ▶

  
\_\_\_\_\_  
Attorney

print name


NIGEL PETER JOHN LOWRY

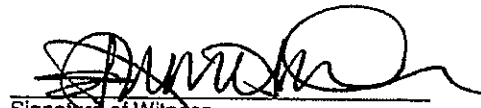
print name

TREVOR MARK ARMSTRONG

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note\* below]

I certify that I am an eligible witness and that the Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence. [See note\* below]

  
\_\_\_\_\_  
Signature of Witness

  
\_\_\_\_\_  
Signature of Witness

print name

Emily Scott

print name

Effie Dimitriou

print address

24 Campbell Street Sydney

print address

24 Campbell St Sydney

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

.....  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**

Lengths are in metres

(Sheet 4 of 4 Sheets)

Plan: **DP1256200**

Plan of Easement within Lot 1 DP1250828

Consent of mortgagee

Mortgagee under Mortgage No. AP 280937  
Signed at Sydney this 26 day of July  
2019 for National Australia Bank Limited ABN 12 004 044 937  
by Helen Yin its duly  
appointed Attorney under Power of Attorney No. 39 Book 4512  
Attorney Signature, Level 3 Attorney [Signature]  
Witness Signature [Signature]  
Witness Name Wade Kuang  
Witness Address Level 3, 255 George St NSW 2000

.....  
Authorised Person

REGISTERED



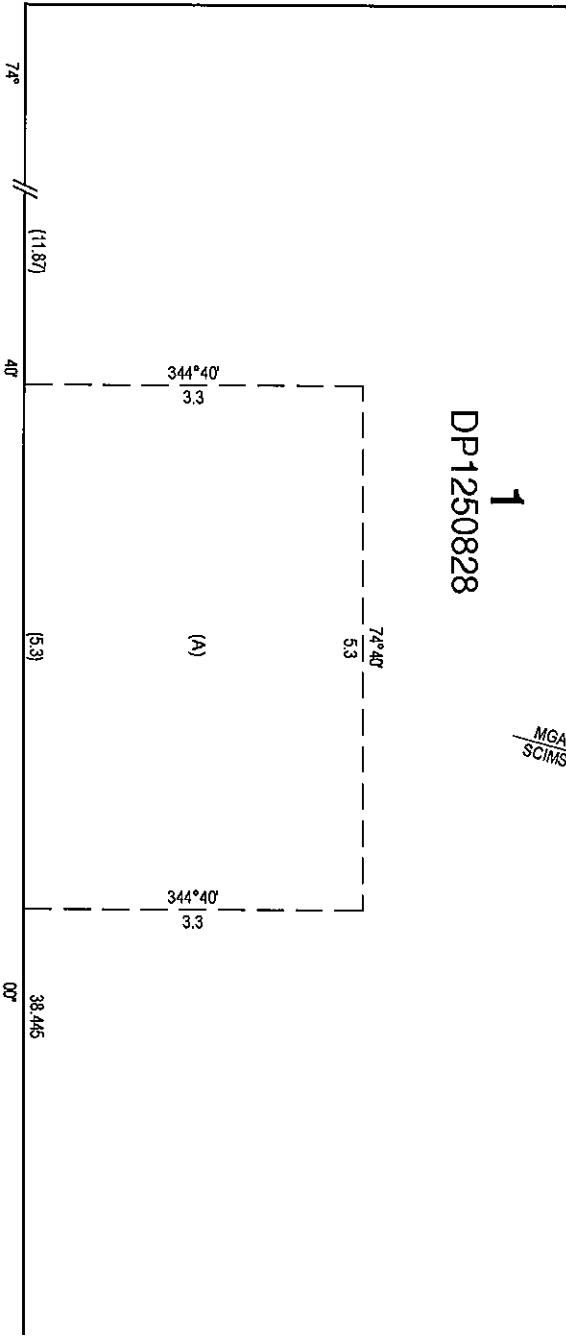
20.08.2019

(A) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE

**ROSEBANK (VAR WIDTH) AVENUE**

**CLIFF ROAD**  
(20.115 WIDE)

**DP1250828**  
**1**




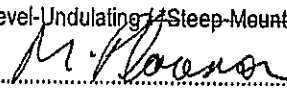
Surreyior: MATTHEW PLOWMAN  
 Date of Survey: 16/05/2019  
 Surreyior's Ref: 7539

PLAN OF EASEMENT WITHIN LOT 1 DP 1250828

L.G.A.: CITY OF PARRAMATTA  
 Locality: EPPING  
 Reduction Ratio 1:50  
 Lengths are in metres.

REGISTERED  
 20.08.2019

**DP1256200**

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  20.08.2019  Title System: TORRENS	Office Use Only  <h1 style="margin: 0;">DP1256200</h1>	Office Use Only
<b>PLAN OF EASEMENT WITHIN                  LOT 1 DP 1250828</b>	LGA: CITY OF PARRAMATTA Locality: EPPING Parish: FIELD OF MARS County: CUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, MATTHEW PLOWMAN of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that:  <del>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 02/04/2018, or</del>  <del>*(b) The part of the land shown in the plan (*being/*excluding **) the residue of ..... was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation, or</del>  *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> .  Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating/*Steep-Mountainous. Signature:  Dated: 16/05/2019  Surveyor Identification No: 5915 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>  *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: ..... Date: ..... File Number: ..... Office: .....	
Plans used in the preparation of survey/compilation. DP 1250828	<p style="text-align: center;">Subdivision Certificate</p> I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and                  Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.  Signature: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: .....  *Strike through if inapplicable.	
Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 7539	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  20.08.2019

DP1256200

PLAN OF EASEMENT WITHIN  
LOT 1 DP 1250828

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
  - Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
  - Signatures and seals- see 195D *Conveyancing Act 1919*
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: .....

Date of Endorsement: .....

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

- 1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (A)

EXECUTED by  
HONGDI INVESTMENT PTY LTD  
ACN 169 113 731  
in accordance with s127 of  
the Corporations Act 2001

Signature:



Print Name:

COLVIN HUI PAW  
Director/~~SECRETARY~~

Signature:




Print Name:

PETER YONG SHENG CHEN  
Director/Secretary

Surveyor's Reference: 7539

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Registered:  20.08.2019 Office Use Only

Office Use Only  
**DP1256200**

PLAN OF EASEMENT WITHIN  
LOT 1 DP 1250828

Subdivision Certificate number: .....  
Date of Endorsement: .....

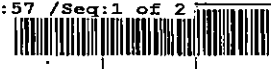
- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Consent of Mortgagee

Mortgagee under Mortgage No. AP 280937  
Signed at Sydney this 26 day of July  
20 19 for National Australia Bank Limited ABN 12 004 044 937  
by Helen Yin its duly  
appointed Attorney under Power of Attorney No. 39 Book 4512  
Attorney Signature, Level 3 Attorney [Signature]  
Witness Signature [Signature]  
Witness Name Wade Kuang  
Witness Address Level 3, 255 George St, NSW 2000



**MEMORANDUM OF TRANSFER**  
 (REAL PROPERTY ACT, 1900.)



**B844547Q**

JUL 3 12 5.3 1929

J 17 29 M

1-19-29  
 3-7-29

must not be disclosed in transfer

I, SARAH LOUISA HAZLEWOOD wife of David Hazlewood of Epping  
 Retired Estate Agent (herein called transferor)

less estate, strike out "in simple" and interline the said alteration.

by led

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

all the references cannot conveniently inserted, a map of annexure (obtainable L.T.O.) may be added. Every annexure must be signed by the parties and their signatures witnessed. If so references will suffice if whole land in the grant or certificate be transferred. Part only add "and being sec. D.P. or being the land shown in plan annexed hereto." or "being the residue of the land in certificate (or grant) listed Vol. Fol. Where the consent of the council is required to subdivision the certificate of plan mentioned in L.G. Act, 1919, should accompany the transfer.

like out if unnecessary. Tenants should comply with Section 89 of the Conveyancing Act, 1919. No release should be set forth of right-of-way or easement exception. Every provision in addition to modification of the covenants implied by the Act may also be inserted.

very short note will suffice

executed within the State is instrument should be read or acknowledged before Registrar-General, or Deputy Registrar-General, or Notary Public, a J.P., or Commissioner for Affidavits whom the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

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

(£257.8.0) (the receipt whereof is hereby acknowledged) paid to ME by ARTHUR DOBBS of Dulwich Hill Confectioner and in consideration of two hundred and forty pounds paid to the said Arthur Dobbs (the receipt whereof is hereby acknowledged by his execution hereof) by HARRY JAMES ABBEY of Epping aforesaid Builder. WITH THE CONSENT OF THE SAID DAVID HAZLEWOOD (herein called transferee) do hereby transfer to the said transferee

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

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	Cumberland	Field of Mars	Part— and being lot 59 D.P. 12051	2420	33

And the transferee covenants with the transferor for himself his heirs executors administrators and assigns so as to burden the land hereby transferred and bind the successive owners and tenants thereof hereby covenants with the transferor (1) That no dairy, butcher's or fish business, smithy, dancing hall, noisy business or noisy factory shall be carried on permitted or suffered to remain upon the said land or any part thereof. (2) That any main building erected on the said land shall be at least twenty five feet from the alignment of Cliff Road, constructed mainly of brick, stone and/or concrete, roofed mainly with slates, tiles, and/or shingles, and cost and be of not less value than seven hundred pounds. (3) That the transferor shall not be liable or required to contribute to or join in erecting or maintaining any party fence but this shall not extend to other purchasers on sale or to lessees from her. (4) That the said land or any part thereof shall not be used for or in connection with any trade business or occupation connected with the manufacture, sale, distribution or consumption of intoxicating liquor. PROVIDED that Covenants one and two shall cease to be operative after the eighth day of October one thousand nine hundred and forty one but the others shall be ENFORCEABLE AND BINDING IN PERPETUITY. The benefit of these covenants is intended to be appurtenant to the residue of the land shown on Deposited Plans numbered 10899 and 12051 or any amendments or alterations thereof and these covenants may be released varied or modified by the owners for the time being of such residue.)  
 ENCUMBRANCES &c. REFERRED TO.

Signed at Sydney the 24th day of June 1929

Signed in my presence by the transferor SARAH LOUISA HAZLEWOOD and by the said DAVID HAZLEWOOD as consenting party who are personally known to me

S. L. Hazlewood  
 David Hazlewood  
 Transferor

Signed in my presence by the said Arthur Dobbs who is personally known to me

Arthur Dobbs

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

Signed in my presence by the transferee

H. J. Abbey  
 Transferee.

WHO IS PERSONALLY KNOWN TO ME  
 Arthur Dobbs

\* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.  
 † N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

*11c Carter*

CONSENT OF MORTGAGEE.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

mortgagee under Mortgage No. *agent for*

*Edlan Utter*  
*Shail*  
*Naman*

Dated at this day of 1929 } Mortgages.  
 Signed in my presence by who is personally known to me.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 1929.  
 Signed at the place and on the date above-mentioned, in the presence of—

1 This form is not appropriate in case of delegation under the Trustees Delegation Powers Act, 1915, the Execution of Wills (Facilities) Act, 1917.  
 2 Strike out unnecessary words. Add any matter necessary to show that the power is effective.

FORM OF DECLARATION BY ATTESTING WITNESS.\*

Appeared before me at the day of one thousand nine hundred and twenty and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said is own handwriting, and that ~~he~~ <sup>he</sup> of sound mind and freely and voluntarily signed the same.

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

31 JUL 1929

INDEXED BY  
 MEMORANDUM OF TRANSFER of  
 Acres roads 37 perches.  
 Lot 59 D.P. 12051 (Collyer Rd.)  
 Subject to Covenants  
 Shire Hornsby  
 Municipality  
 Parish Field of Mars County  
 Harry James Abbey Transferree.

DOCUMENTS LODGED HEREWITH.		
To be filled in by person lodging dealing.		
Nature	No.	Reg'd Prop't, M't'gor, etc.

Particulars entered in Register Book, Vol. 2420 Fol. 33

the 30th day of July 1929  
 at (minutes 4) o'clock in the  
*H. Clayton*  
 Registrar General

B 844547

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch ...	<i>[initials]</i>	15/7/29
Received from Records	<i>[initials]</i>	15/7/29
Draft written ...	<i>[initials]</i>	19.7.29
Draft examined ...	<i>[initials]</i>	20.7.29
Diagram prepared ...	<i>[initials]</i>	22.7.29
Diagram examined ...	<i>[initials]</i>	22.7.29
Draft forwarded	<i>[initials]</i>	22.7.29
Supt. of Engrossers	<i>[initials]</i>	22.7.29
Cancellation Clerk	<i>[initials]</i>	22.7.29
VOL. 4310 FOL. 53		
Diagram Fees ...		
Additional Folios		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.  
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

Form: 13RPA  
 Release: 3-1

**RESTRICTION ON THE  
 USE OF LAND BY A  
 PRESCRIBED AUTHORITY**



**AP283816P**

Section 88E(3) Conveyancing Act 1919

**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** 1/1250828

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
W	SDG LAND DEVELOPMENT SOLUTIONS P.O. BOX 2572 NORTH PARRAMATTA 1750 Reference: 7539	RV
	CONTACT: MATTHEW ALONMAN MAD@SDG.NET.AU 0449 891043	

(C) **REGISTERED PROPRIETOR** Of the above land  
 HONGDI INVESTMENT PTY LTD (ACN 169 113 731)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AK250370 AK250391	NATIONAL AUSTRALIA BANK LIMITED " " " "

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919  
 CITY OF PARRAMATTA COUNCIL

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

DATE 26/4/2019

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

Signature of witness: Eva Cosentino  
 Name of witness: EVA COSENTINO  
 Address of witness: 126 Church St Parramatta

Signature of authorised officer: [Signature]  
 Name of authorised officer: Richard Searle  
 Position of authorised officer: A/Group Manager Development and Traffic

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

Company: HONGDI INVESTMENT PTY LTD (ACN 169 113 731)  
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [Signature]  
 Name of authorised person: PETER YONG SHANG CHEN  
 Office held: Director/Secretary

Signature of authorised person: [Signature]  
 Name of authorised person: CHUN HUI PAN  
 Office held: Director/Secretary

(H) The mortgagee under mortgage No. AK250370 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: [Signature]  
 Name of witness: SEE SHEET 2  
 Address of witness:



National Australia Bank Limited  
ABN 12 004 044 937

**CONSENT TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY**

**Annexure to Restriction on the Use of Land by a Prescribed Authority**

THIS IS AN ANNEXURE TO RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY WITH HONGDI INVESTMENT PTY LTD AS REGISTERED PROPRIETOR AND CITY OF PARRAMATTA COUNCIL AS PRESCRIBED AUTHORITY

**DATED 26 April 2019**

Torrens Title: 1/1250828

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage Registered No. AK250370 & AK250391 hereby consents to the within **Restriction on the Use of Land by a Prescribed Authority** but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at SYDNEY this 21 day of MAY 2019.

**SIGNED SEALED AND DELIVERED** )  
for and on behalf of **NATIONAL** )  
**AUSTRALIA BANK LIMITED** )  
**ABN 12 004 044 937** by its Attorney )  
who holds the position of )  
Level    Attorney under )  
Power of Attorney Registered No. 39 )  
Book 4512 in the presence of: )

  
\_\_\_\_\_  
Witness Signature

GUNN CHIN  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Attorney Signature

Helen Yin  
\_\_\_\_\_  
Print Name

ANNEXURE 'A'

RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 IN DP1250828  
18-20 CLIFF ROAD EPPING NSW 2121

Terms of restriction on use of land

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 (OSD)" shall include 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. Any OSD constructed on the lot(s) burdened is hereafter referred to as "the system". The OSD is detailed on the plans approved by Dix Gardner as Private Construction Certificate No CC 18/0285-02 on 20<sup>th</sup> December 2018. A copy of the Construction Certificate is held on Council File No. DA 724/2017

Name of Authority having the power to release vary or modify the terms of the restriction on the use of land is **City of Parramatta Council**.

SIGNED BY CITY OF PARRAMATTA COUNCIL

.....*R Searle*.....

Authorised Officer

Name: *Richard Searle*

Position: *A/Group Manager Development and Traffic*

As Delegate Pursuant to Section 378 of the Local Government Act 1993 and I certify that I have no notice of revocation of such delegation

Signed in the presence of:

.....*Fina Cosentino*.....

Witness

.....*FINA COSENTINO*.....

Name

.....*126 CHARLES ST*  
.....*PARRAMATTA*.....

Address

.....*[Signature]*.....  
.....*[Signature]*.....  
HONGDI INVESTMENT PTY LTD

ANNEXURE 'A'

RESTRICTION ON THE USE OF LAND AFFECTING LOT 1 IN DP1250828  
18-20 CLIFF ROAD EPPING NSW 2121

EXECUTED by  
HONGDI INVESTMENT PTY LTD  
ACN 169 113 731  
in accordance with s127 of  
the Corporations Act 2001

Signature:



Print Name:

PETER YOUNG SHENG CHEN  
Director/Secretary

Signature:



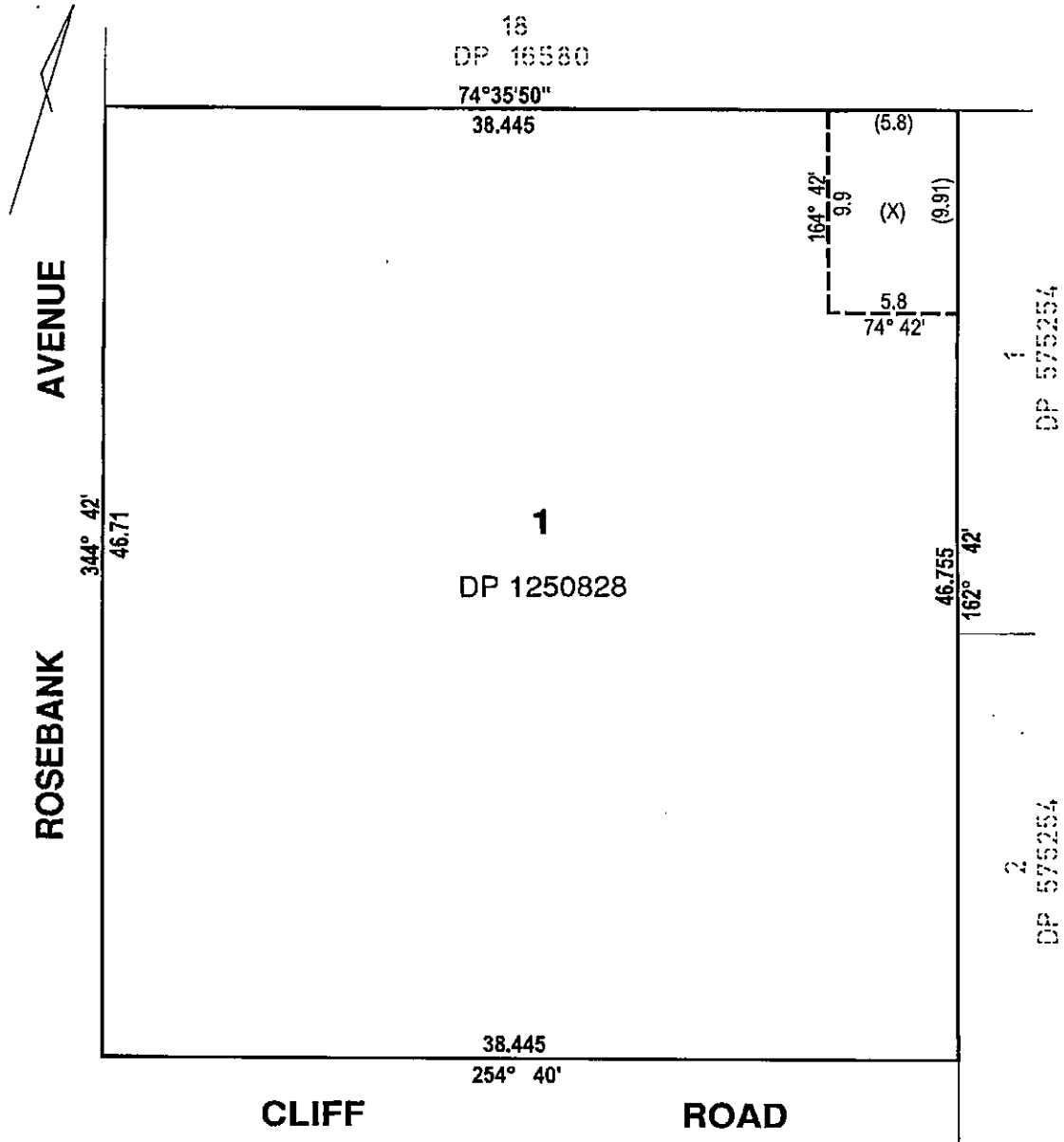
Print Name:

CHUNHUI PAN  
Director/Secretary



**ANNEXURE 'B'**  
**PLAN SHOWING LOCATION OF PROPOSED OSD IN LOT 1 DP 1250828**  
18-20 CLIFF ROAD, EPPING

LGA: CITY OF PARRAMATTA LOCALITY: EPPING SCALE 1:300  
PARISH: FIELD OF MARS COUNTY: CUMBERLAND DATE: 12-04-2019



(X) denotes PROPOSED LOCATION OF ONSITE DETENTION TANK

*M. Plover*  
MATTHEW PLOWMAN  
REGISTERED SURVEYOR

SIGNATURES & SEALS

THIS IS THE PLAN MARKED 'B' REFERRED TO IN THE RESTRICTION ON THE USE OF LAND DATED 12th May 2019 BETWEEN HONGDI INVESTMENT PTY LTD, AS REGISTERED PROPRIETOR AND CITY OF PARRAMATTA COUNCIL AS THE PRESCRIBED AUTHORITY

*[Signature]*  
HONGDI INVESTMENT PTY LTD

*[Signature]*  
CITY OF PARRAMATTA COUNCIL

**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:** 2026/1141  
**Fee:** \$70.62  
**Issue Date:** 12 February 2026  
**Receipt No:** 8288097  
**Applicant Ref:** GA:26/2815:264314

**DESCRIPTION OF LAND**

**Address:** 303/18 Cliff Road  
EPPING NSW 2121

**Lot Details:** Lot 18 SP 100114

**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 Councils website at [www.cityofparramatta.nsw.gov.au](http://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](http://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.

**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.

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

The following information is provided 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 Planning Control Options for All-Electric Buildings outside the Parramatta City Centre - Parramatta Development Control Plan (DCP) 2023.**

Council is exhibiting options to amend the Parramatta Development Control Plan (DCP) 2023 to include proposed all-electric building controls for future development. The proposed amendments would apply to future developments outside of the Parramatta City Centre.

Further information can be found at <https://participate.cityofparramatta.nsw.gov.au/all-electric-buildings> or by contacting Council.

**Draft A'Becketts Creek Flood Study (Draft Flood Study)**

Between 9 December 2025 and 6 February 2026, Council is exhibiting the Draft A'Becketts Creek Flood Study.

Further information about the Draft A'Becketts Creek Flood Study can be found at <https://participate.cityofparramatta.nsw.gov.au/abecketts> or by contacting Council

**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.

**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.

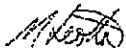
You should make your own enquiries as to the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980, the council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether loose 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.

George Bounassif  
Acting Chief Executive Officer

per



**dated** 12 February 2026



Revenue

Enquiry ID 4503588  
Agent ID 81429403  
Issue Date 12 Feb 2026  
Correspondence ID 1824863904  
Your reference Sydney Wide Legal

INFOTRACK PTY LIMITED  
GPO Box 4029  
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

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Land ID	Land address	Taxable land value	Property Tax Status
S100114/18	Unit 303, 18 CLIFF RD EPPING 2121	\$136 691	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2026 tax year.

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

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Yours sincerely,

Phil Minns

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

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

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

### When is a certificate not clear from land tax?

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

### How do I clear a certificate?

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

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

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

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

### How do I get an updated certificate?

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

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

### Land value, tax rates and thresholds

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

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



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

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



# 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

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

## Further Information

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

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

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

### Disclaimer

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

12 February 2026

**Infotrack Pty Limited**

**Reference number:** 8005009636

**Property address:** U 303/18 Cliff Rd Epping NSW 2121

**Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Sincerely

**The Sydney Water team**