

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	eCOS ID:	NSW Duty:
Vendor's agent	Plus Agency 418 Victoria Avenue, Chatswood NSW 2067		Phone: 0425217260 Email: admin@plusagency.com.au
Co-agent			
Vendor	FY PROPERTY PTY LTD (ABN 36 629 173 119) 181 Cocks Road, North Ryde NSW 2113		
Vendor's solicitor	JURISBRIDGE LEGAL Level 46, 680 George Street, Sydney NSW 2000 PO Box 21386 World Square NSW 2002 Email: melissa.lee@jurisbridge.com.au		Phone: (02) 8355 3737 Fax: (02) 8090 2663 Ref: 196812
Date for Completion Land (address, plan details and title reference)	42 days after the contract date (clause 15) 2/6 KOORINGA ROAD, CHATSWOOD NSW 2067 Lot 2 in Strata Plan 108686 Folio identifier: 2/SP108686		
Improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☒ carspace ☒ storage space ☒ Townhouse ☐ other:		
Attached copies	☒ documents in the List of Documents as marked or as numbered ☐ other documents:		

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

Inclusions	☐ air conditioning ☐ blinds ☐ built-in wardrobes ☐ ceiling fans ☐ other:	☐ clothes line ☐ curtains ☐ dishwasher ☐ EV charger	☐ fixed floor coverings ☐ insect screens ☐ light fittings ☐ pool equipment	☐ range hood ☐ solar panels ☐ stove ☐ TV antenna
Exclusions				
Purchaser				
Purchaser's Solicitor				Phone: Fax: Ref:
Price	\$	(including GST)		
Deposit	\$	(10% of the price, unless otherwise stated)		
Balance	\$			
Contract date	(if not stated, the date this contract was made)			

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

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

Buyer's agent:

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

SIGNING PAGE

VENDOR Signed by _____ Vendor _____ Vendor _____	PURCHASER Signed by _____ Purchaser _____ Purchaser _____												
VENDOR (COMPANY) Signed by FY PROPERTY PTY LTD (ABN 36 629 173 119) in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held	PURCHASER (COMPANY) Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: <table border="0"> <tr> <td>_____ Signature of authorised person</td> <td>_____ Signature of authorised person</td> </tr> <tr> <td>_____ Name of authorised person</td> <td>_____ Name of authorised person</td> </tr> <tr> <td>_____ Office held</td> <td>_____ Office held</td> </tr> </table>	_____ Signature of authorised person	_____ Signature of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Office held	_____ Office held
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_____ Office held	_____ Office held												

vendor agrees to accept a **deposit-bond**

Nominated Electronic Lodgement Network (ELN) (clause 4)

Manual transaction (clause 30)

☒ NO ☐ yes

PEXA

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, 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 sales 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
(residential withholding payment)

☐ NO

☒ yes (if yes, vendor must provide further 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 (residential withholding payment) – further 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: FY Property Pty Ltd
 Supplier's ABN: 36 629 173 119
 Supplier's GST branch number (if applicable)
 Supplier's business address: 181 Coks Road, North Ryde NSW 2113
 Supplier's email address: fyproperty@hotmail.com
 Supplier's phone number: (02) 9955 0035 / 0425 896 895
 Supplier's proportion of GSTRW payment: 100%

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): 7% of price

Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):

Is any of the other consideration not expressed as an amount in money? ☒ NO ☐ Yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☒ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate	☒ 33 property certificate for strata common property ☒ 34 plan creating strata common property ☒ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 1989 ☒ 58 disclosure statement – off the plan contract ☒ 59 other document relating to off the plan contract
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover	Other ☒ 60 Occupation Certificate ☒ 61 HBCF Certificate of Insurance
Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	

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

Strategia Strata Management
 Level 2, Suite, 2, 3, 4, 653 Pacific Highway, Killara NSW 2071
 Phone: 1300 002 269 | Email: admin@strategiastrata.com.au

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:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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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 – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served 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 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must serve the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
 - 30.4 If the purchaser serves a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

2/6 KOORINGA RD CHATSWOOD NSW 2067

ADDITIONAL CONDITIONS

Supplementary to 2022 edition Contract for the Sale and Purchase of Land

33. Interpretation

33.1. In these additional conditions, unless the context otherwise requires:

- (a) they must be read subject to any rights granted to the vendor or purchaser under any statute or subordinate legislation to the extent that those rights cannot be excluded;
- (b) in the event of any inconsistency between the additional conditions and the printed clauses of this contract, these additional conditions will prevail;
- (c) a reference to a document (including this contract) includes any variation, replacement or novation of it;
- (d) all headings are for convenience only and neither form part of the substance of this contract nor affect the interpretation of any of its provisions;
- (e) a reference to Australian dollars, dollars, A\$ or \$ is a reference to the currency of Australia;
- (f) the singular includes the plural and conversely. Words importing one gender include all other genders and the word “person” or “party” includes the corporations or any other legal entity;
- (g) the words “includes” or “including” in any form or context are not to be taken as a limitation. A party that is a trustee is bound both in that capacity and personally;
- (h) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (i) if a party must do something under this contract on or by a given day and it is done after 5.00pm on that day, it is taken to be done on the next day;
- (j) if any provision of this contract is invalid or unenforceable, the validity or enforceability of the remaining provisions is not affected;
- (k) this contract is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there; and
- (l) the provisions of this contract having application after completion continue to apply despite completion.

34. Amendments to Printed Clauses

34.1. The printed clauses 1 to 32 (inclusive) of this contract are amended as follows:

- (a) Clause 6.1: replace the words contained in the second set of brackets by “(if such error or misdescription substantially and adversely affects the property, the title or anything else)”.
- (b) Clause 7.1.1: replace “5%” with “1%”.
- (c) Clause 7.2.4: delete the words “and the costs of the purchaser”.

- (d) Clause 7.2.6: replace “the amount” with “the amount held and all net interest”.
- (e) Clause 8.1.1: delete the words “on reasonable grounds”.
- (f) Clause 8.1.2: delete the words “and those grounds”.
- (g) Clause 8.2.2 is deleted.
- (h) Clause 9.1: delete the words “(to a maximum of 10% of the price)”.
- (i) Clause 10.1: replace the first line with “The purchaser cannot make a claim, objection or requisition, delay completion, rescind or terminate or attempt to rescind or terminate in respect of –”.
- (j) Clause 10.1.8: replace “substance” with “existence”.
- (k) Clause 10.1.9: replace “substance” with “existence”.
- (l) Clause 14.4.2: delete and replace with “by adjusting the amount that is paid or payable by the vendor in respect to the property for the current year, and if the property (or any part of it) has no separate taxable value, by calculating the amount of land tax applying to the property in proportion to the total land tax liability of the vendor.”
- (m) Clause 19.2.3 is deleted.
- (n) Clause 23.6.1: delete and replace with “the vendor is liable for it if it was determined and is payable on or before the contract date; and”.
- (o) Clause 23.6.2: delete and replace with “the purchaser is liable for all contributions determined on or before the contract date but payable after the contract date and all contributions determined after the contract date.”.
- (p) Clause 23.17 is deleted.
- (q) Clause 24.1.1: delete and replace with “the amount will not be adjusted”.

35. Notice to Complete

- 35.1. If completion does not occur on or before the date for completion (through no default of the vendor) at any time thereafter, the vendor may serve on the purchaser a notice requiring completion of this contract by 4.00pm on a business day being not less than 14 days (“**Notice Period**”) after the date of service of the notice. The parties agree that the Notice Period is sufficient and reasonable in all circumstances, and time will be essential for compliance with any notice to complete.
- 35.2. If the vendor issues a notice to complete, the purchaser must pay to the vendor, as an essential term of this contract, the amount of \$330 (inclusive of GST) on completion for the additional expenses incurred by the vendor for issuing the notice to complete.

36. Interest

- 36.1. If completion of this contract does occur by the date for completion (through no default of the vendor), the purchaser shall pay to the vendor interest, at the rate of 12% per annum, calculated daily on the balance of the price, from the date for completion up to and including the actual date of completion.

- 36.2. Payment of interest in accordance with this clause 36 is an essential term of this contract and the vendor is not required to complete this contract until the interest payable under this contract is so paid.

37. Death, Incapacity or Bankruptcy

- 37.1. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity, had this clause not been included herein, should the purchaser prior to completion:
- (a) being a natural person – die, become mentally ill or is found by court of competent jurisdiction to be incapable of administering his estate or affairs, then the vendor may, by notice in writing to the purchaser's solicitor, rescind this contract and the provisions of clause 19 shall apply;
 - (b) being a natural person – commits an act of bankruptcy, is declared bankrupt or enters into a scheme or makes an assignment for the benefit of creditors, then the purchaser is deemed in default of the contract in an essential respect and the vendor may, by notice in writing to the purchaser's solicitor, terminate this contract and the provisions of clause 9 shall apply; or
 - (c) being a company - resolves to go into liquidation, has a summons or application presented or an order made for its winding up, has an official manager or receiver appointed over the whole or part of its assets or undertaking, is deregistered or enters into a deed of arrangement, assignment or composition for the benefit of creditors, then the purchaser is deemed in default of the contract in an essential respect and the vendor may, by notice in writing to the purchaser's solicitor, terminate this contract and the provisions of clause 9 shall apply.

38. Present Condition and Warranties

- 38.1. The purchaser acknowledges and accepts that the property (including all fixtures and inclusions forming part of the sale) are purchased in their present condition and state of repair and with all faults and defects (apparent or latent) and subject to any infestation, dilapidation, mechanical breakdown or wear and tear.
- 38.2. The purchaser acknowledges and agrees that it relies on its own inspections, investigations, and enquiries in relation to the property, and does not rely on any warranties or representations made by or on behalf of the vendor as to:
- (a) title to the property;
 - (b) terms and conditions of any document relating to any encumbrance affecting the property;
 - (c) the condition or state of repair of the property (including any fixtures and inclusions);
 - (d) the fitness for purpose of the whole or any part of the property (including any fixtures and inclusions);
 - (e) the environmental condition of the property, including the presence of any contaminant;

- (f) any compliance or non-compliance of any improvements and/or any alterations or additions to the property;
 - (g) the use to which the property may be used and any restrictions and prohibitions affecting development of the property;
 - (h) any heritage significance affecting the property;
 - (i) any financial return or income that can be derived from the property;
 - (j) the neighbourhood in which the property is located; and
 - (k) any rights and privileges relating to the property.
- 38.3. The purchaser cannot require the vendor to effect any work or repairs to the property (including the fixtures and inclusions) either before or after completion except only, and if at all, expressly provided for in the contract.
- 38.4. The purchaser acknowledges and agrees that the terms and conditions set out in this contract contain the entire agreement between them in relation to the sale or purchase of the property notwithstanding any sales brochures or other documents issued by or on behalf of the vendor prior to the execution of this contract.
- 38.5. The purchaser represents and warrants that in entering into this contract:
- (a) it was not induced to enter into this contract and has not relied upon any statement, warranty or representation made, or any other conduct of the vendor or any other person on behalf of the vendor, except those that are expressly set out in this contract;
 - (b) it has relied entirely upon its own enquiries relating to the property;
 - (c) it has inspected or caused satisfactory inspection of the property, matters and documents relating to the property;
 - (d) it has obtained appropriate independent expert advice in respect of, and is satisfied about its obligations and rights under this contract, the nature of the property and the purpose for which the property may be lawfully used; and
 - (e) it accepts the matters disclosed, referred to in, or contemplated by the annexures in this contract and must not make any objection, claim or requisition, delay completion, rescind or terminate this contract because of anything disclosed in any annexure.
- 38.6. The purchaser acknowledges and agrees that no objection, requisition or claim shall be made in respect of, nor shall the purchaser be entitled to rescind, delay completion, terminate or attempt to rescind or terminate this contract by reason of any of the matters relating to the property referred to in this clause 38.

39. Services

- 39.1. The purchaser takes title to the property subject to the existing services (if any) and shall not make any objection, claim or requisition, delay completion, rescind or terminate in respect of any of the following matters:
- (a) the nature, location, non-availability or availability of any of the services (including pipes, cables and wires) in relation to the property including the future availability

and timing of any installation of any services where those services are currently not available to the property;

- (b) the existence of any defects in any services (including pipes, cables and wires) where available to the property;
- (c) any services (including pipes, cables and wires), as to the terms, existence or non-existence of any easements, privileges or rights (whether statutory or otherwise) in respect of those services affecting or benefiting the property or in respect of any entitlement to use those services;
- (d) the presence of any sewer, manhole or vent on the property; and
- (e) any water or sewerage main or any underground or surface storm water drain passing through, over or under the property.

39.2. The purchaser acknowledges that the sewerage documentation attached in the contract is the only documentation made available in respect of the property from the relevant authority in the ordinary course of administration. The purchaser agrees that it relies solely on its own enquiries in this regard and agrees to make no objection, requisition or claim for the absence of any documentation in relation to the sewerage or if the sewer documentation has been issued for the prior parent title of the property.

40. Inclusions and Keys

- 40.1. The vendor has not made and does not make any representation or warranty as to the state of repair, serviceability, decay, safety or operation of the inclusions or fixtures in the property, and the purchaser shall accept the same on completion in the same condition as at the date of this contract.
- 40.2. The vendor need not give formal delivery of the inclusions or provide any instructions, warranties or manuals for any such appliances, systems or services; nor is the vendor responsible for any loss or breakdown, malfunction or fair wear and tear occurring to any item referred to in this clause after the date of this contract.

41. Agent Warranty

- 41.1. The purchaser warrants that it was not introduced to the vendor or to the property by any agent other than the vendor's agent (if any) specified in this contract. The purchaser must at all times indemnify the vendor against any claim for commission made by any person or agent other than the vendor's agent arising out a breach of warranty in this clause 41, and all actions, proceedings and expenses arising out of such claim.
- 41.2. This clause shall not merge on completion.

42. FIRB

- 42.1. The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the purchaser and if any notification or consent is required, the purchaser has made such notification or obtained the relevant consent on or before the date of this contract.

- 42.2. The purchaser acknowledges that the vendor relies on the purchaser's warranty in this clause 42, and the purchaser will indemnify the vendor against all loss, damage, penalty, fine or legal costs incurred by the vendor arising from a breach of the purchaser's warranty.
- 42.3. This clause shall not merge on completion.

43. Credit Code

- 43.1. The purchaser acknowledges that the vendor has entered this contract on the purchaser's warranty that:
- (a) the purchaser does not require credit to pay for the property; or
 - (b) if the purchaser requires credit in order to pay for the property, the purchaser has obtained approval for such credit on reasonable terms to its satisfaction prior to the date of the contract.
- 43.2. The purchaser shall not have any right to terminate this contract by virtue of any non-availability of credit.

44. Building Certificate

- 44.1. The purchaser acknowledges and agrees that the vendor does not hold a building certificate issued under the *Environmental Planning and Assessment Act* ("**Building Certificate**"). The purchaser cannot make any claim or requisition, delay completion, rescind or terminate this contract for reason that the vendor does not hold a Building Certificate in respect to any improvements on the property.
- 44.2. If the purchaser wishes to obtain a Building Certificate, the purchaser will apply for it at the purchaser's own expense after the date of this contract.
- 44.3. If the local council refuses or fails to issue a Building Certificate, or a work order is issued, the purchaser may not require the vendor to do any work to comply with the work order and any refusal or failure or the facts upon which such refusal or failure are based will not be a defect in the vendor's title to the property and the purchaser must take title to the property notwithstanding such refusal or failure or facts. For the avoidance of doubt, the vendor is not required to do any work, or expend any money in relation to the property, or do anything towards obtaining or complying with a Building Certificate.
- 44.4. The purchaser cannot make any claim or requisition, delay completion, rescind or terminate this contract because of any matter referred to, arising out of or in connection with the Building Certificate or the purchaser's application for a building certificate.

45. Planning Certificate

- 45.1. The vendor discloses that the planning certificate attached in this contract (**Planning Certificate**) is issued on the prior parent title for the property and is that currently available from Council. The purchaser agrees to accept the Planning Certificate and may not make any claim, objection, requisition, delay completion, rescind or terminate in respect of any matter referred to in the Planning Certificate or for reason that the Planning Certificate issued is for the parent title and not subject property.

46. Deposit

- 46.1. Notwithstanding the amount shown for the “deposit” on the front page of this contract, the parties agree that the deposit payable by the purchaser to the vendor under this contract is 10% of the price.
- 46.2. Despite clause 46.1, if the vendor accepts an amount that is less than 10% deposit as part payment thereof on the date of this contract, then the balance of the 10% deposit must be paid, as an essential condition of this contract, on completion or on the date that the vendor otherwise becomes entitled to keep or recover the deposit.
- 46.3. If circumstances arise which entitles the vendor to keep or recover the deposit:
- (a) the purchaser must immediately pay the vendor the unpaid balance of the deposit; and
 - (b) if the purchaser fails to do so within 7 days from the vendor demanding such payment, the vendor is entitled to recover from the purchaser the unpaid balance of the deposit as a liquidated debt and may exercise such other rights as are available to the vendor whether at law or in equity.
- 46.4. The purchaser agrees that by its execution of this contract, the purchaser irrevocably authorises the depositholder to release to the vendor such part of the deposit monies as the vendor shall require to use:
- (a) for the purchase of any piece of real estate that the vendor intends to purchase between the date of this contract and the date for completion; and/or
 - (b) as source funds in the nominated electronic lodgment network to discharge any mortgage registered on title of the property on completion.

47. Swimming Pool

- 47.1. If a swimming pool is included in the property:
- (a) the purchaser accepts the swimming pool and any surrounding fencing in its present condition and state of repair;
 - (b) the purchaser warrants that they have satisfied themselves in all respects as to any outstanding requirements issued by the local council or under the *Swimming Pools Act 1992* in relation to the swimming pool and fencing (if any), including whether such fencing (including boundary fencing and gates) are to be upgraded or otherwise altered or reconstructed so as to comply with the provisions of the *Swimming Pool Act 1992* or any applicable Australian Standards;
 - (c) the purchaser agrees to take title to the property subject to any liability, obligation or requirement issued by local council or under the *Swimming Pool Act 1992* in respect to the swimming pool and fencing, and the purchaser acknowledges and accepts that the vendor is not required to carry out any work or expend any money to have the swimming pool and/or fencing comply with any liability, obligation or requirement;

- (d) the purchaser cannot make any claim or requisition, delay completion, rescind or terminate this contract by reason of any of the matters relating to the property, swimming pool or fencing, referred to in this clause 47.

48. Fencing

- 48.1. The purchaser acknowledges and accepts that the property is sold, and it takes title to the property subject to the present boundary fences and boundary walls. No requisition or claim can be made by the purchaser about any boundary of the property not being fenced or any boundary fence or wall not being upon or within such boundary.

49. Purchaser's Right to Object

- 49.1. The purchaser shall not be entitled to object, requisition or make any claim for compensation in respect of any matter disclosed or referred to in any attachment in this contract.
- 49.2. The purchaser warrants that it has made its own enquiries and has satisfied itself in respect to all matters disclosed or referred to in any attachments in the contract.

50. Disclosure

- 50.1. The purchaser acknowledges and agrees that for the purpose of Section 52A of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2010*, the substance of a matter shall be deemed to have been disclosed in this contract if that matter appears in any document or writing attached to this contract.

51. Compensation

- 51.1. Notwithstanding anything to the contrary herein contained, the vendor and the purchaser hereby expressly agree that any claim by the purchaser for compensation whether under clause 7 or otherwise shall be deemed to be a requisition for the purpose of clause 8 of this contract.

52. Annexures

- 52.1. Subject to Section 52A of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2010*, the vendor does not warrant the accuracy or completeness of any documents attached to this contract.

53. Original Documents

- 53.1. The purchaser cannot make any objection, requisition or claim or delay completion if the vendor is unable to hand over on completion of this contract the original of any documents, copies of which may have been attached to this contract.

54. Adjustments

- 54.1. Despite any other provision in this contract, if an outgoing referred to in this clause has not been separately assessed for the property, then on completion adjustments will take place between the parties on the basis set out below:
- (a) \$1,300 will be taken to be the amount of council rates payable in respect of the property for the then current financial year;
 - (b) \$270 will be taken to be the amount of Sydney Water rates and charges payable in respect of the property for the then current quarter; and
 - (c) \$5,000 will be taken to be the amount of land tax required to be adjusted in respect of the property for the then current calendar year.
- 54.2. The vendor undertakes to pay or procure the payment of any assessment for council rates, water and sewerage rates, and land tax issued for the property as they fall due. If completion occurs in the first quarter of the calendar year, the purchaser agrees to complete this contract despite any land tax charge on the property at completion.
- 54.3. As the property is a lot within a residential strata scheme, the parties must adjust under clause 14.1:
- (a) a regular periodic contribution to the administrative fund;
 - (b) a regular periodic contribution to the sinking fund;
 - (c) a regular periodic payment under a by-law; and
 - (d) 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, including any insurance premiums paid by the vendor in respect of the common property or strata scheme, whether or not strata levies have been struck.
- 54.4. The parties agree to adjust and pay all usual outgoings and any amounts payable under the contract on completion. If any amount or payment is overlooked or incorrectly calculated on completion, the parties agree to correct such error and to reimburse each other accordingly following completion.

55. Encumbrance

- 55.1. On completion, the vendor will produce a proper form of discharge of mortgage or withdrawal of caveat (as the case requires) in registerable form in respect of any mortgage or caveat registered on title to the property and shall allow to the purchaser the registration fee payable on any such discharge of mortgage or withdrawal of caveat. The purchaser shall not require the registration of such discharge of mortgage or withdrawal of caveat prior to completion.
- 55.2. If a caveat is lodged on the title of the property by or on behalf of the purchaser, clause 55.1 shall not apply to that caveat and the purchaser must complete this contract despite that caveat.

56. Order on Deposit Holder

- 56.1. If completion of this contract is effected as an electronic transaction, it is an essential term of this contract that the purchaser must provide to the vendor prior to completion,

an authority in writing to the deposit holder for the release of the deposit. This authority will be held in escrow by the vendor's solicitor until completion is effected.

57. Guarantee and Indemnity

- 57.1. If the purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the purchaser must secure at least one natural person over the age of eighteen (18) years who is a director or a substantial shareholder of the purchaser ("**Guarantor**") to provide a guarantee and indemnity to the vendor in accordance with this clause 57.
- 57.2. In consideration of the vendor entering into this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:
- (a) the due and punctual payment of the price and all other moneys payable by the purchaser to the vendor under this contract; and
 - (b) the performance of all of the purchasers obligations under this contract.
- 57.3. The Guarantor indemnifies the vendor against any claim incurred by the vendor in connection with or arising from any breach or default the purchaser of its obligations under this contract, and must pay on demand any money due to the vendor under this guarantee indemnity.
- 57.4. The Guarantor is jointly and separately liable with the purchaser to the vendor for:
- (a) the performance by the purchaser of its obligations under this contract; and
 - (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.
- 57.5. The guarantor must pay to the Vendor on written demand, all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause 57.
- 57.6. If the vendor assigns or transfers the benefit of this contract, the transferee shall receive the benefit of the Guarantor's obligations under this clause 57.
- 57.7. The guarantors obligations and liability under this contract are not released, discharged or otherwise affected by:
- (a) the granting of time, forbearance or other concession by the vendor to the purchaser or any guarantor;
 - (b) any delay or failure by the vendor to take action against the purchaser or any guarantor;
 - (c) an absolute or partial release of the purchaser or any guarantor, or a compromise with the purchaser or any guarantor;
 - (d) a variation, novation, renewal or assignment of this contract by the vendor, whether or not this increases the liability of the purchaser or the liability of the guarantor under this contract;
 - (e) the termination of this contract;
 - (f) the fact that this contract is wholly or partially void, voidable or unenforceable; or

(g) the exercise or purported exercise by the vendor of its rights under this contract.

57.8. This clause 57 operates as a deed between the vendor and Guarantor and shall bind the Guarantor and the executors, administrators and assigns of the Guarantor.

Execution by Guarantor(s)

1. Full Name:
Address:

2. Full Name:
Address:

Signed by)
in the presence of:)
)
)

Signature of Witness

Signature of Guarantor

Print Name of Witness

Signed by)
in the presence of:)
)
)

Signature of Witness

Signature of Guarantor

Print Name of Witness

CONDITIONS OF SALE OF LAND BY AUCTION

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

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

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The 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.
2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.
3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

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



FOLIO: 2/SP108686

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
26/2/2025	10:50 AM	2	24/1/2025

LAND

LOT 2 IN STRATA PLAN 108686
AT CHATSWOOD
LOCAL GOVERNMENT AREA WILLOUGHBY

FIRST SCHEDULE

FY PROPERTY PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP108686
- 2 AQ696785 MORTGAGE TO CERTANE CT PTY LTD (SEE AS434319)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP108686

SEARCH DATE	TIME	EDITION NO	DATE
2/12/2024	10:14 PM	1	26/11/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 108686
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT CHATSWOOD
LOCAL GOVERNMENT AREA WILLOUGHBY
PARISH OF WILLOUGHBY COUNTY OF CUMBERLAND
TITLE DIAGRAM SP108686

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 108686
ADDRESS FOR SERVICE OF DOCUMENTS:
6 KOORINGA ROAD,
CHATSWOOD, NSW, 2067

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 AM262882 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM, AFFECTING THE SITE DESIGNATED (E) IN PLAN WITH AM262882
- 4 AU582827 POSITIVE COVENANT
- 5 AU582828 RESTRICTION(S) ON THE USE OF LAND

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 108686

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 983	2	- 944	3	- 937	4	- 921
5	- 929	6	- 929	7	- 929	8	- 841
9	- 968	10	- 794	11	- 825		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

14756...

PRINTED ON 2/12/2024

LOCATION PLAN

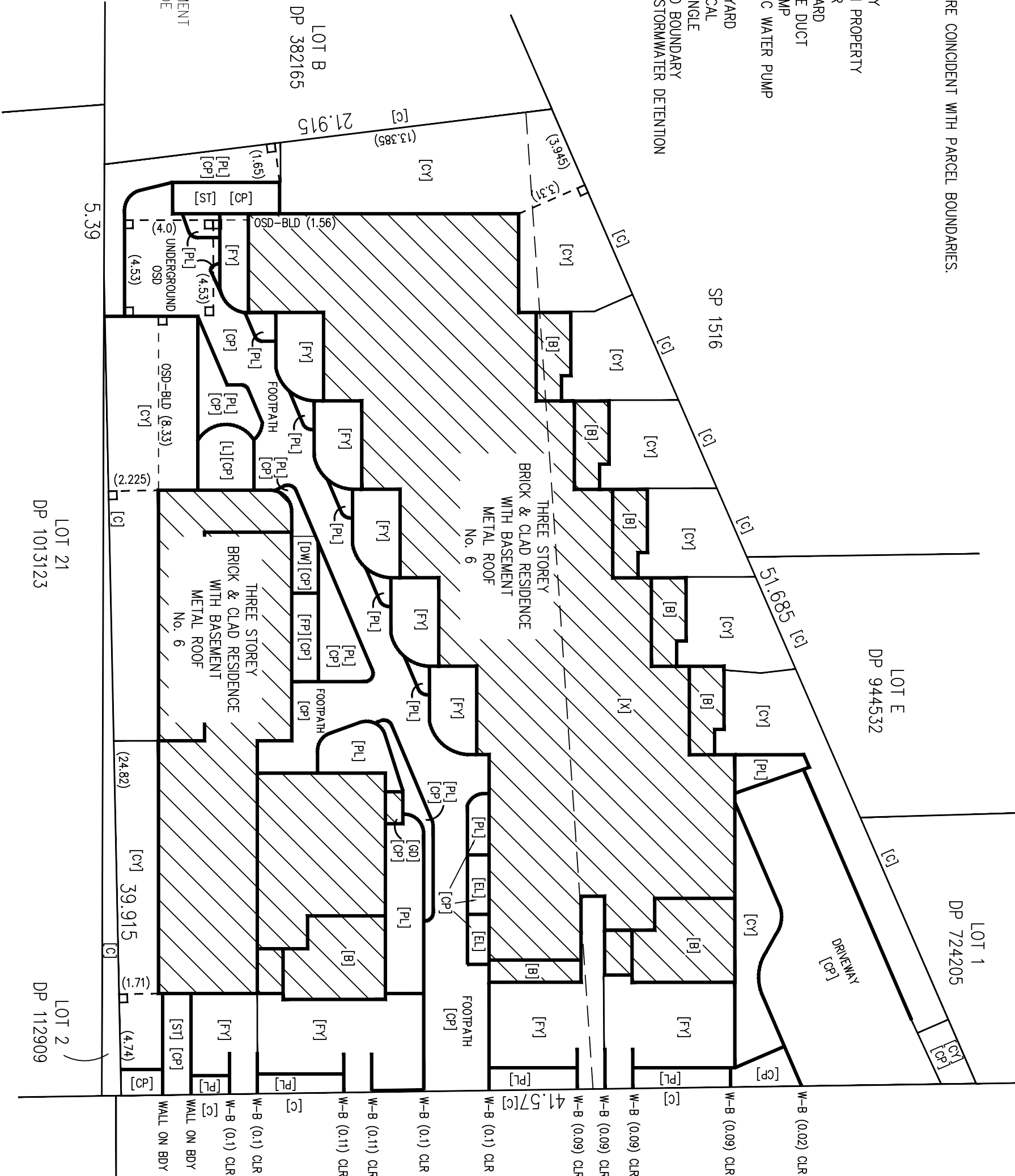
NOTE:

[c] – LOT BOUNDARIES ARE COINCIDENT WITH PARCEL BOUNDARIES.

LEGEND:-

- [L] DENOTES LIFT
- [B] DENOTES BALCONY
- [CP] DENOTES COMMON PROPERTY
- [PL] DENOTES PLANTER
- [CY] DENOTES COURTYARD
- [GD] DENOTES GARBAGE DUCT
- [FP] DENOTES FIRE PUMP
- [DW] DENOTES DOMESTIC WATER PUMP
- [ST] DENOTES STAIRS
- [FY] DENOTES FRONT YARD
- [EL] DENOTES ELECTRICAL
- [L] DENOTES RIGHT ANGLE
- W-B DENOTES WALL TO BOUNDARY
- OSD DENOTES ONSITE STORMWATER DETENTION

[X] BENEFITED BY EASEMENT
TO DRAIN WATER 1.5 WIDE
(AM262882)



SURVEYOR

Name: MINGYANG JIANG
Date: 04/09/2024
Reference: 6000888-2

PLAN OF SUBDIVISION OF LOT 1 IN DP 1276462

LGA: WILLOUGHBY
Locality: CHATSWOOD
Reduction Ratio 1:200
Lengths are in metres.

REGISTERED



26/11/2024

SP108686

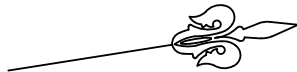
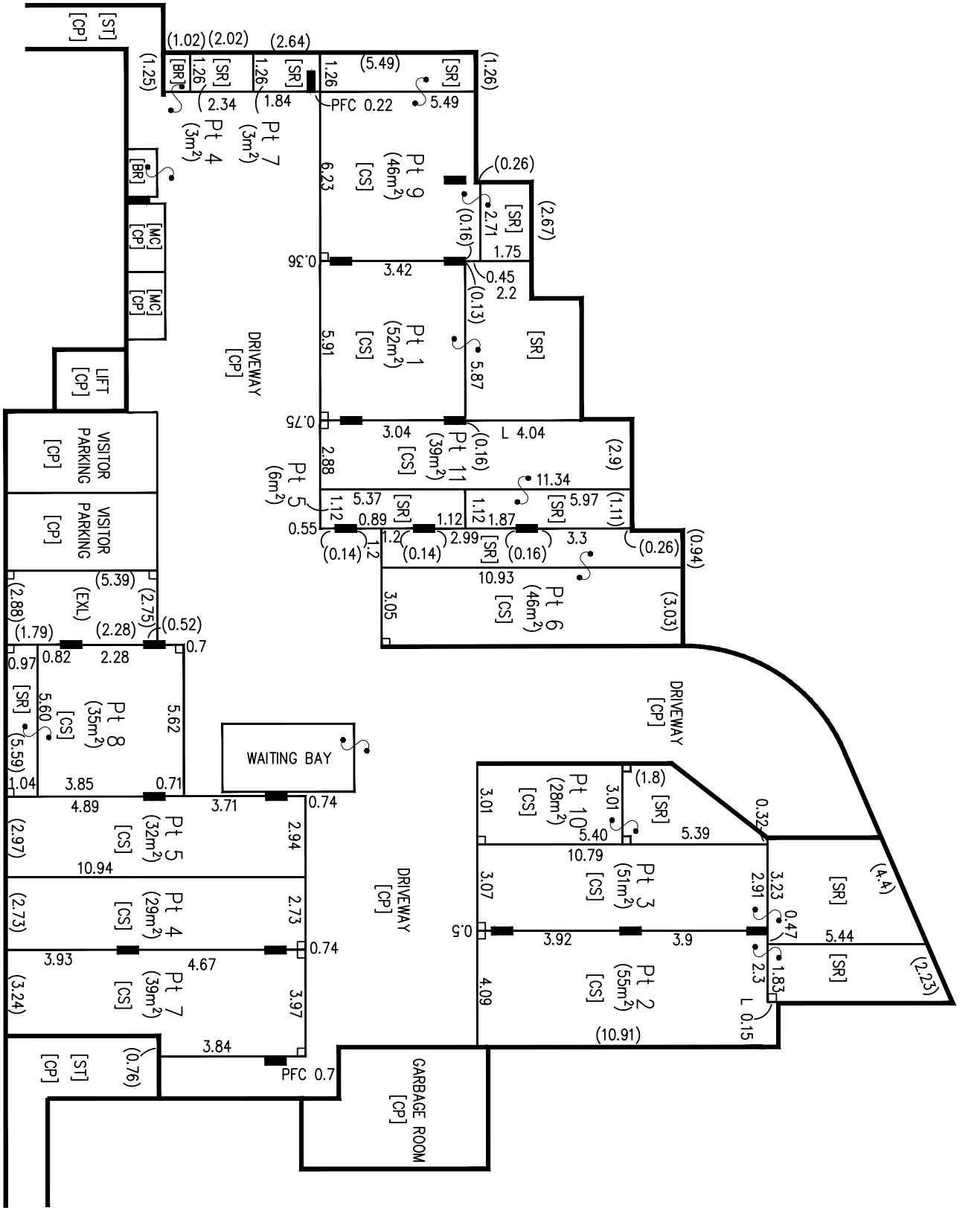
BASEMENT FLOOR

NOTES:

- 1. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.
- 2. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
- 3. ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY.

LEGEND:—

- [EXL] DENOTES EXCLUSIVE USE OF CARSPACE
- [CP] DENOTES COMMON PROPERTY
- [BR] DENOTES BIKE RACK
- [MC] DENOTES MOTORCYCLE PARKING
- [CS] DENOTES CAR SPACE
- [ST] DENOTES STAIRS
- [SR] DENOTES STORAGE
- [L] DENOTES PROLONGATION OF FACE OF WALL
- └ DENOTES RIGHT ANGLE
- [PFC] DENOTES PROLONGATION FACE OF COLUMN
- DENOTES PROLONGATION OF CENTRE OF COLUMN



SURVEYOR

Name: MINGYANG JIANG
Date: 04/08/2024
Reference: 6000888-2

PLAN OF SUBDIVISION OF LOT 1 IN DP 1276462

LGA: WILLOUGHBY

Locality: CHATSWOOD
Reduction Ratio 1:200
Lengths are in metres.

REGISTERED



SP108686

NOTES:

1. AREAS ARE APPROXIMATE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015.
2. FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.
3. ANY SERVICE LINE WITHIN ONE LOT SERVING ANOTHER LOT IS COMMON PROPERTY.
4. LIFT WHICH ARE OPERATING WITHIN LOT 4 FORM PART OF RESPECTIVE LOT. THE LIFT MECHANISM AND ALL ITS WORKING PARTS WITHIN THE LOT FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY

STRATUM NOTES:

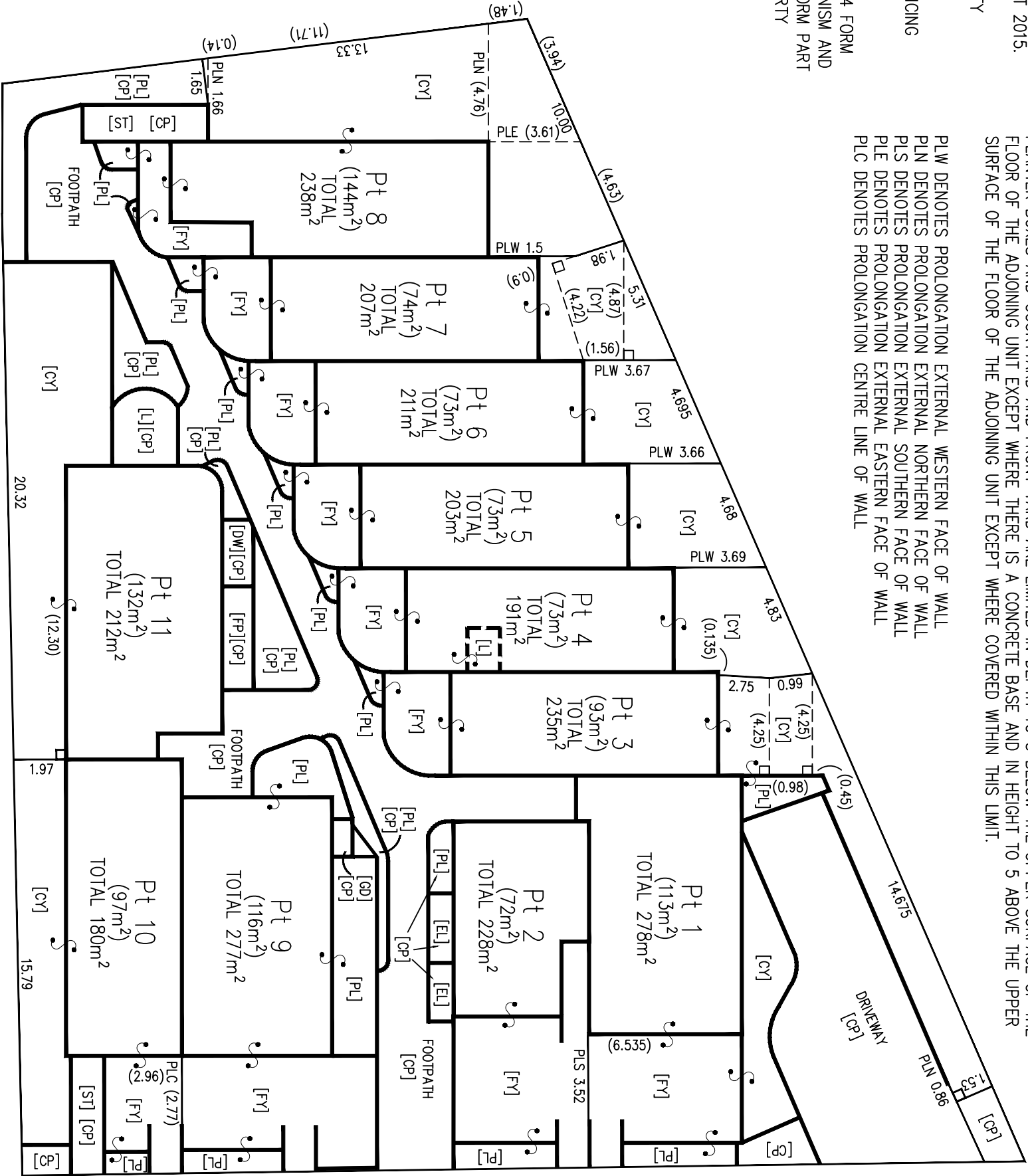
PLANTER BOXES AND COURTYARD AND FRONT YARD ARE LIMITED IN DEPTH TO 5 BELOW THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT EXCEPT WHERE THERE IS A CONCRETE BASE AND IN HEIGHT TO 5 ABOVE THE UPPER SURFACE OF THE FLOOR OF THE ADJOINING UNIT EXCEPT WHERE COVERED WITHIN THIS LIMIT.

PLW DENOTES PROLONGATION EXTERNAL WESTERN FACE OF WALL
PLN DENOTES PROLONGATION EXTERNAL NORTHERN FACE OF WALL
PLS DENOTES PROLONGATION EXTERNAL SOUTHERN FACE OF WALL
PLE DENOTES PROLONGATION EXTERNAL EASTERN FACE OF WALL
PLC DENOTES PROLONGATION CENTRE LINE OF WALL



LEGEND:-

- [L] DENOTES LIFT
- [CP] DENOTES COMMON PROPERTY
- [PL] DENOTES PLANTER BOX
- [FY] DENOTES FRONT YARD
- [GD] DENOTES DUCT
- [FP] DENOTES FIRE PUMP
- [DW] DENOTES DOMESTIC WATER PUMP
- [ST] DENOTES STAIRS
- [CY] DENOTES COURTYARD
- [EL] DENOTES ELECTRICAL
- L DENOTES RIGHT ANGLE



SURVEYOR

Name: MINGYANG JIANG
Date: 04/09/2024
Reference: 6000888-2

PLAN OF SUBDIVISION OF LOT 1 IN DP 1276462

LGA: WILLOUGHBY
Locality: CHATSWOOD
Reduction Ratio 1:200
Lengths are in metres.

REGISTERED



26/11/2024

SP108686

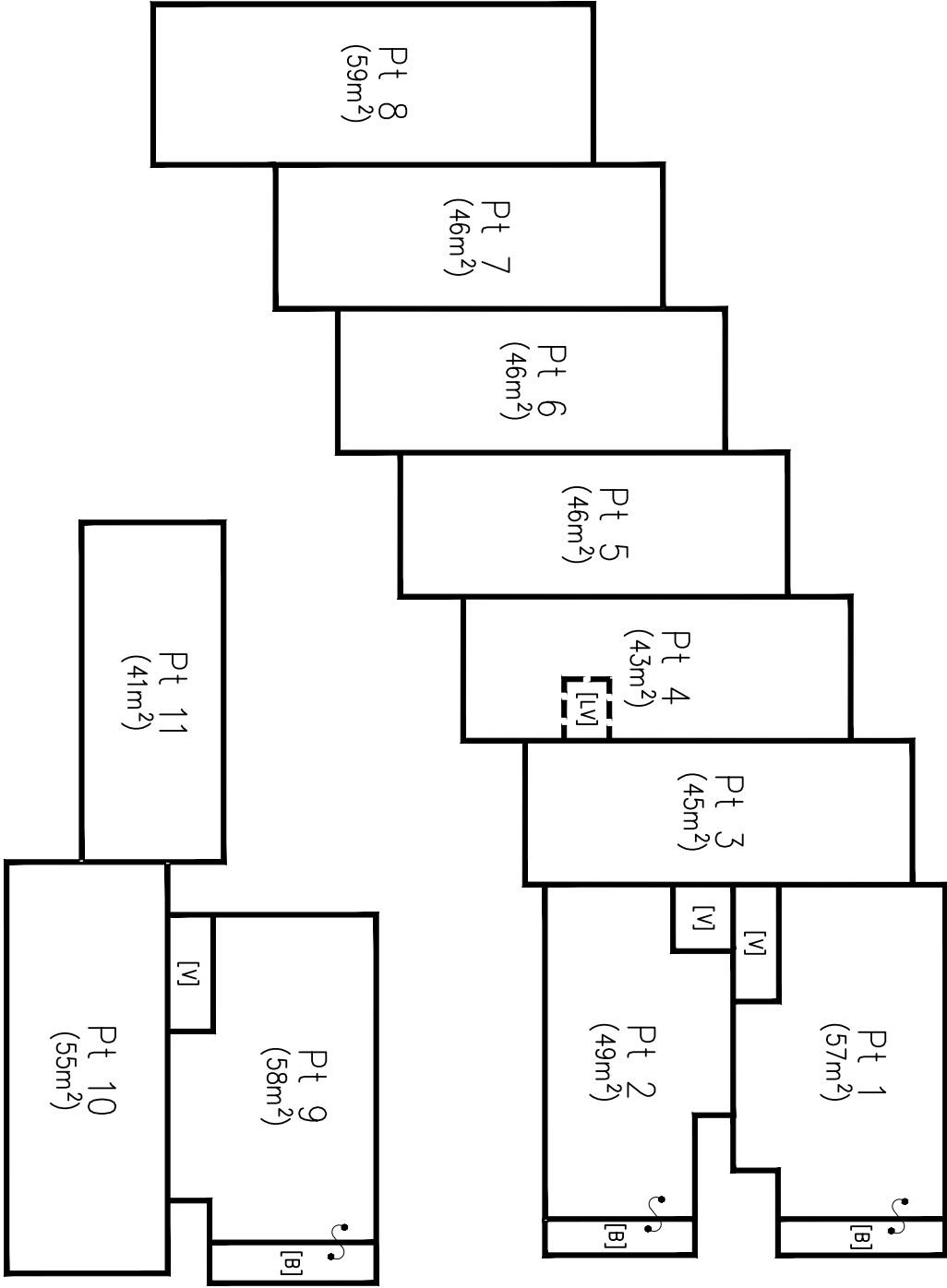
FIRST FLOOR

NOTES:

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- 4. LIFT WHICH ARE OPERATING WITHIN LOT 4 FORM PART OF RESPECTIVE LOT. THE LIFT MECHANISM AND ALL ITS WORKING PARTS WITHIN THE LOT FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY

LEGEND:-

- [V] DENOTES VOID
- [B] DENOTES BALCONY
- [LV] DENOTES LIFT VOID



STRATUM NOTES:
BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE THE FLOOR LEVEL OF THEIR RESPECTIVE UNIT EXCEPT WHERE COVERED BY THE STRUCTURE FOR THE FLOOR ABOVE WITHIN THIS LIMIT.

SURVEYOR

Name: MINGYANG JIANG
Date: 04/09/2024
Reference: 6000888-2

PLAN OF SUBDIVISION OF LOT 1 IN DP 1276462

LGA: WILLOUGHBY
Locality: CHATSWOOD
Reduction Ratio 1:200
Lengths are in metres.

REGISTERED

26/11/2024

SP108686

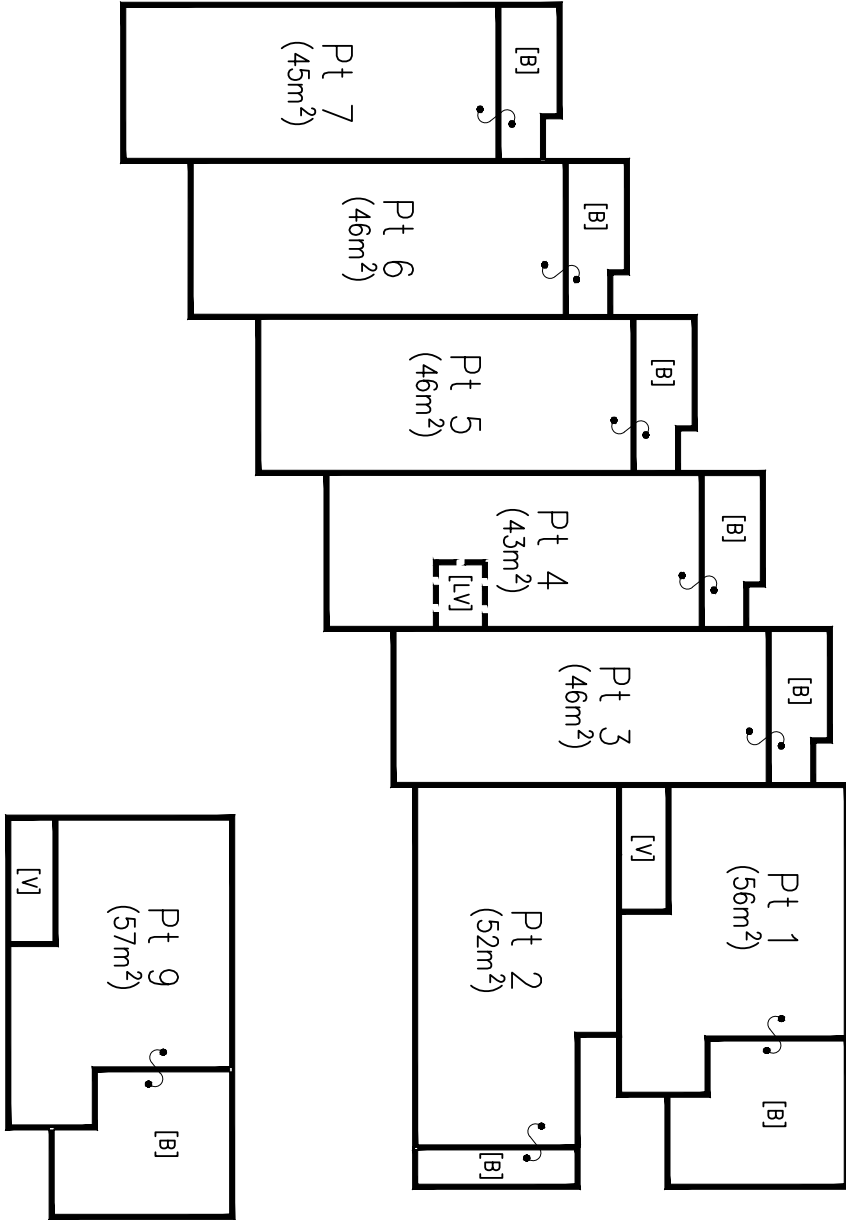
SECOND FLOOR

NOTES:

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- 4. LIFT WHICH ARE OPERATING WITHIN LOT 4 FORM PART OF RESPECTIVE LOT. THE LIFT MECHANISM AND ALL ITS WORKING PARTS WITHIN THE LOT FORM PART OF THE LOT AND ARE NOT COMMON PROPERTY

LEGEND:-

- [V] DENOTES VOID
- [B] DENOTES BALCONY
- [LV] DENOTES LIFT VOID



STRATUM NOTES:

BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE THE FLOOR LEVEL OF THEIR RESPECTIVE UNIT EXCEPT WHERE COVERED BY THE STRUCTURE FOR THE FLOOR ABOVE WITHIN THIS LIMIT.

SURVEYOR

Name: MINGYANG JIANG
Date: 04/09/2024
Reference: 6000888-2

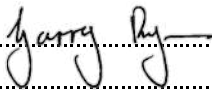
PLAN OF SUBDIVISION OF LOT 1 IN DP 1276462

LGA: WILLOUGHBY
Locality: CHATSWOOD
Reduction Ratio 1:200
Lengths are in metres.

REGISTERED



SP108686

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 5 sheet(s)	
Registered:  26/11/2024		Office Use Only		Office Use Only	
PLAN OF SUBDIVISION OF LOT 1 DP 1276462		SP108686			
		LGA: WILLOUGHBY Locality: CHATSWOOD Parish: WILLOUGHBY County: CUMBERLAND			
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents 6 KOORINGA ROAD CHATSWOOD 2067		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 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.			
Surveyor's Certificate I MINGYANG JIANG, of ISA SURVEYORS P/L, 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. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date:04/09/2024 Surveyor ID:8948 Surveyor's Reference: 6000888-2 ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Registered Certifier) I....GARRY.RYAN.....being a Registered Certifier, registration number ...BDC0565...., certify that in regards to the 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> . *(a) This plan is part of a development scheme. *(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) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference:240731.ST01..... Relevant Planning Approval No.: .240731.CD01..... issued by:GARRY.RYAN..... Signature: on 15 November 2024..... Date:15/11/2024..... ^ Insert lot numbers of proposed utility lots.			
* Strike through if inapplicable					

SP FORM 3.07 (2019)		STRATA PLAN ADMINISTRATION SHEET		Sheet 2 of 5 sheet(s)																											
Registered:  26/11/2024		Office Use Only		Office Use Only																											
		SP108686																													
VALUER'S CERTIFICATE I, Paul Michael Woodbury of woodburyAU being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> by virtue of having membership with: Professional Body: Australian Property Institute (API)..... Class of membership: Fellow (FAPI)..... Membership number: 68091..... certify that the unit entitlements shown in the schedule herewith were apportioned on 10 October 2024(being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015 Signature: <u>PM Woodbury</u> Date <u>10 October 2024</u> * Full name, valuer company name or company address																															
SCHEDULE OF UNIT ENTITLEMENT <table border="1"><thead><tr><th>Lot No.</th><th>Unit Entitlement</th></tr></thead><tbody><tr><td>1</td><td>983</td></tr><tr><td>2</td><td>944</td></tr><tr><td>3</td><td>937</td></tr><tr><td>4</td><td>921</td></tr><tr><td>5</td><td>929</td></tr><tr><td>6</td><td>929</td></tr><tr><td>7</td><td>929</td></tr><tr><td>8</td><td>841</td></tr><tr><td>9</td><td>968</td></tr><tr><td>10</td><td>794</td></tr><tr><td>11</td><td>825</td></tr><tr><td>Aggregate</td><td>10000</td></tr></tbody></table>						Lot No.	Unit Entitlement	1	983	2	944	3	937	4	921	5	929	6	929	7	929	8	841	9	968	10	794	11	825	Aggregate	10000
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10	794																														
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Surveyor's Reference: 6000888-2																															

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 3 of 4 sheet(s)	
Registered:  26/11/2024		Office Use Only		Office Use Only	
		SP108686			
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 - A schedule of street addresses - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>					
SCHEDULE OF ADDRESS					
LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP	-	6	KOORINGA	ROAD	CHATSWOOD
1	1	6	KOORINGA	ROAD	CHATSWOOD
2	2	6	KOORINGA	ROAD	CHATSWOOD
3	6	6	KOORINGA	ROAD	CHATSWOOD
4	7	6	KOORINGA	ROAD	CHATSWOOD
5	8	6	KOORINGA	ROAD	CHATSWOOD
6	9	6	KOORINGA	ROAD	CHATSWOOD
7	10	6	KOORINGA	ROAD	CHATSWOOD
8	11	6	KOORINGA	ROAD	CHATSWOOD
9	3	6	KOORINGA	ROAD	CHATSWOOD
10	4	6	KOORINGA	ROAD	CHATSWOOD
11	5	6	KOORINGA	ROAD	CHATSWOOD
<u>EXECUTED BY THE REGISTERED PROPRIETOR</u> FY PROPERTY PTY LTD in accordance with) section 127(1) of the Corporations Act 2001:) ACN: 629 173 119)  Signature of Sole Director Yi FANG Name of Sole Director					
Surveyor's Reference: 6000888-2					

Docusign Envelope ID: 42DF61D3-DCB3-418B-8FEE-2FF80BC01A8E

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 5 sheet(s)				
Registered:  26/11/2024	Office Use Only	Office Use Only				
SP108686						
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 - A schedule of street addresses - Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> - Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>						
<u>EXECUTED BY CERTANE CT PTY LTD</u> Executed by Certane CT Pty Ltd ACN 106 424 088 by its Attorney who certifies that he/she has not received notice of any revocation of the Power of Attorney No <u>Book 4784 No.947</u> dated <u>23 December 2020</u> <table><tr><td> Name of Attorney John Pranta Account Manager</td><td> Name of Attorney Jong Yune Jung Client Service Associate</td></tr><tr><td>Witness:  Clarissa Ly Level 6, 80 Clarence St Sydney, NSW 2000</td><td>Witness:  Clarissa Ly Level 6, 80 Clarence St Sydney, NSW 2000</td></tr></table>			 Name of Attorney John Pranta Account Manager	 Name of Attorney Jong Yune Jung Client Service Associate	Witness:  Clarissa Ly Level 6, 80 Clarence St Sydney, NSW 2000	Witness:  Clarissa Ly Level 6, 80 Clarence St Sydney, NSW 2000
 Name of Attorney John Pranta Account Manager	 Name of Attorney Jong Yune Jung Client Service Associate					
Witness:  Clarissa Ly Level 6, 80 Clarence St Sydney, NSW 2000	Witness:  Clarissa Ly Level 6, 80 Clarence St Sydney, NSW 2000					
Surveyor's Reference: 6000888-2						

SP FORM 3.08 (Annexure)		STRATA PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)	
Registered:  26/11/2024		Office Use Only		Office Use Only	
		SP108686			
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 • A schedule of street addresses • Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>					
<u>EXECUTED BY YIELDSTACK WAREHOUSE III PTY LTD</u>					
Financier					
Signed by Yieldstack Warehouse III Pty Ltd ACN 671 754 162 under s.127(1) of the <i>Corporations Act 2001</i>					
		sign		sign	
		Director office (director or secretary)		Director office (director or secretary)	
		Full name - Adrian Lee		Full name - Brett Anthony Craig	
Surveyor's Reference: 6000888-2					

Docusign Envelope ID: A7951E7F-8220-4C48-AD91-1D189106AD58

Approved Form 7		Strata Plan By-laws	Sheet 1 of 28 sheet(s)
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 26/11/2024		SP108686	

Instrument setting out the details of by-laws to be created upon registration of the strata plan

Chatswood Garden
2-6 Koorringa Road, Chatswood
By-laws

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1. Definitions and Interpretation

Definitions

1.1. In these by-laws:

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

Air Conditioning Equipment means an air conditioner inside a lot or on the roof of a lot and includes air conditioning plant and equipment; pipes, wires, cables, vents and ducts servicing air conditioning plant and equipment, but excludes filters.

Assistance Animal has the same meaning given in section 9 of the *Disability Discrimination Act 1992 (Cth)*.

Bulky Goods Storage Room means the storage room for bulky good located in the Parcel.

Council means Willoughby City Council.

Common Property means any part of the Parcel which is not comprised in any Lot.

Development Consent means any development consent or complying development certificate for the Parcel and includes any modification of that consent or certificate.

Excluded Dog means:

- (a) american pit bull terrier or pit bull terrier;
- (b) japanese tosa;
- (c) dogo argentino;
- (d) perro de presa canario or presa canario;
- (e) fila brasileiro; or
- (f) any dangerous or restricted dog under the Companion Animals Act 1998 (NSW).

Garbage Room means the garbage room located in the Parcel.

Lot means a lot (as defined in the Act) or lots in the Strata Scheme.

Occupier means any person in lawful occupation of a Lot.

Original Owner means FY Property Pty Ltd (ABN 36 629 173 119).

Owner means:

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- (a) the registered proprietor for the time being of a Lot;
- (b) if the Lot is subdivided or re-subdivided, the Owners for the time being of the new subdivided Lots;
- (c) for an Exclusive Use By-Law, the Owner of the Lot benefiting from the By-Law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means the Owners Corporation formed on registration of the strata scheme for the Building.

Parcel means the estate known as Chatswood Garden situated at 2-6 Koorunga Road, Chatswood and includes the whole land (including the Lots and Common Property) comprised in the Strata Scheme.

Security Keys means a key, magnetic card or other device or information used in the Building to open and close common property doors, gates or locks, including the doors providing access to the residential lobby and bicycle parking area on the ground floor, or to operate alarms, security systems or communication systems.

Strata Committee means the strata committee of the Owners Corporation.

Strata Manager means the strata manager appointed by the Owners Corporation in accordance with the terms of these by-laws.

Strata Plan means the Strata Plan registered with these By-laws.

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

Interpretation

1.2. In these by-laws, unless the contrary intention appears:

- (a) a word appearing and not defined in these by-laws but defined in the Act has the meaning under the Act.
- (b) a reference to the singular include the plural and vice versa;
- (c) a reference to a reference any gender includes all other genders;
- (d) a person includes a corporation, partnership, joint venture, association, authority, trust or other body corporate;
- (e) a reference to any legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced and includes any subordinated legislation issued under it;

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- (f) headings and underlining are for convenience only and do not affect the interpretation of these by-laws;
- (g) writing includes writing in digital form;
- (h) the word "includes" in any form is not a word of limitation;
- (i) if the whole or any part of a provision of these by-laws is invalid or unenforceable, it is ineffective to the extent to the invalidity or unenforceability and the remaining by-laws will not be affected.

Application of by-laws

- 1.3. These by-laws regulate the day-to-day management and operation of the Building. Owners, Occupiers and the Owners Corporation must comply with these by-laws.
- 1.4. If an Owner or Occupier fails to comply with these by-laws, the Owners Corporation may serve a notice on the relevant Owner or Occupier informing them of a breach of the by-laws and requiring them to comply with the by-law and/or remedy any non-compliance. The costs of serving the notice to comply shall be reimbursed by the relevant Owner to the Owners Corporation or charged to the Lot.
- 1.5. The Owners Corporation may seek monetary penalty for a breach of a notice to comply in accordance with the provisions of the Act.

2. Consent of Owners Corporation

- 2.1. If an Owner or Occupier is required to make an application for consent of the Owners Corporation under any by-law, it must do so in writing.
- 2.2. The Owners Corporation must act reasonably when granting its consent (whether conditionally or unconditionally) or withholding its consent.
- 2.3. An Owner or Occupier must comply with any conditions imposed by the Owners Corporation in the granting of consent.
- 2.4. Subject to the provisions of the Act, consents by the Owners Corporation under these by-laws made be given by:
 - (a) the Owners Corporation at a general meeting; or
 - (b) the Strata Committee at a Strata Committee meeting.
- 2.5. Any consent granted by the Owners Corporation must be in writing.

3. Use of Lot

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Residential Use

- 3.1. Owners and Occupier may only their Lots for residential use or by leasing subject to the Residential Tenancies Act
- 3.2. Short term accommodation uses such as temporary rental of rooms, serviced apartments, backpacker use are not permitted.

Leasing

- 3.3. If an Owner leases or licences their Lot, the Owner must:
- (c) ensure any leasing agent is made aware of any restriction on use imposed by these by-laws;
 - (d) ensure that its tenant, licensee and their visitors comply with these by-laws;
 - (e) provide an up-to-date copy of these by-laws to its tenant or license; and
 - (f) take all actions available to it, including any action under any lease or licence agreement, to ensure the tenant or licensee complies with these by-law or vacates the Building

Change in use

- 3.4. An Owner and Occupier must notify the Owners Corporation if the Occupier changes the existing use of the Lot in a way 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 the lot being used for commercial or industrial purposes rather than residential purposes).
- 3.5. If the use of a Lot by an Owner or Occupier results in an increase in the premium payable for any or all of the insurances effected by the Owners Corporation for the Strata Scheme, the Owner of the relevant Lot must pay that increase in premium to the Owners Corporation within 14 days of notification in writing by the Owners Corporation.
- 3.6. Nothing in this by-law should be construed as authorising any Owner or Occupier to change the use of his or her Lot. Any change of use of a Lot must comply with the relevant requirements of Council and all competent authorities. If any consents from Council or any competent authority is required for any change of use, such consent must be obtained and a copy of the consent must be furnished to the Owners Corporation.

Compliance with the law

- 3.7. An Owner or Occupier must ensure that their Lot is not used for any purpose that is prohibited by law.

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- 3.8. The Owner or Occupier must ensure that their Lot is not occupied by more persons than are allowed by law to occupy the Lot.

4. Keeping of Animals

Consent of Owners Corporation

- 4.1. An Owner or Occupier may keep an animal on their Lot or the Common Property with the prior written consent of the Owners Corporation, which shall not be unreasonably withheld provided that the Owner or Occupier complies and observes the conditions and rules set out in this by-law 4.
- 4.2. A request for written consent of the Owners Corporation must include:
- (a) details of the type, breed and size (including weight) of the animal;
 - (b) a photograph of the animal; and
 - (c) any other details reasonably required by the Owners Corporation.
- 4.3. A maximum of two (2) animals approved by the Owners Corporation may be kept by an Owner or Occupier on the Lot at any one time.

Permitted Animals

- 4.4. The Owners Corporation will only grant consent for an Owner or Occupier to keep a:
- (a) caged bird;
 - (b) cat; or
 - (c) dog weighing no more than 25kg at any time, other than an Excluded Dog.
- 4.5. By-law 4.4 does not prohibit the keeping of an Assistance Animal on the Lot or Common Property, provided that no Assistance Animal so used is an Excluded Dog.
- 4.6. No Excluded Dog is permitted within a Lot or Common Property at any time.

Conditions of Keeping Animals

- 4.7. If an Owner or Occupier is permitted under these by-laws to keep an animal then the Owner or Occupier must:
- (a) keep the animal within the confines of their Lot,
 - (b) carry the animal or keep it on a leash when on or in the Common Property,

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- (c) accompany the animal at all times when on or in the Common Property;
- (d) ensure the animal is vaccinated, micro chipped and registered with Council;
- (e) promptly clean all areas of the Lot or the Common Property that are soiled by the animal and dispose of any waste in an appropriate manner and as specified by the Owners Corporation;
- (f) ensure that the animal is well behaved and kept under control at all times;
- (g) use reasonable endeavours to prevent or stop the animal from making any noise that might unreasonably disturb the peaceful enjoyment of another Owner or Occupier; and
- (h) register the animal with the Owners Corporation and provide any details that the Owners Corporation requires.

4.8. Any Owner or Occupier keeping an animal is liable to Owners and Occupiers of other Lots and each person lawfully on the Common Property for:

- (a) any noise which is disturbing to an extent which is unreasonable; and
- (b) for damage to or loss of property or injury to any person caused by the animal.

5. Security keys

- 5.1. The Owners Corporation may restrict access to parts of the Common Property and other parts of the Parcel by means of Security Keys.
- 5.2. If the Owners Corporation restricts access of an Owner or Occupier under this by-law it must make Security Keys available to:
 - (a) Owners and Occupiers; and
 - (b) persons authorised by the Owners Corporation.
- 5.3. The Owners Corporation is response for the issuing, programming, coding and re-coding of Security Keys.
- 5.4. Security Keys remain the property of the Owners Corporation at all times.
- 5.5. The Security Keys provided to persons under by-law 5.2 need only provide access to the parts of the Common Property and Parcel which those persons are entitled to access.
- 5.6. The Owners Corporation may charge an Owner:
 - (a) a fee for the issue of a Security Key (whether it is a new Security Key, additional Security Key or replacement Security Key);

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- (b) a fee for coding or re-coding a Security Key; and
 - (c) a security bond before issuing a Security Key (whether it is a new Security Key, additional Security Key or replacement Security Key).
- 5.7. An Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by any Occupier and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Security Key to the Owner or the Owners Corporation.
- 5.8. For the purposes of ensuring the safety and security of all residents of the Building, a person to whom a Security Key is made available must:
- (a) must not duplicate or permit to be duplicated, a Security Key;
 - (b) must take all reasonable steps to safeguard the Security Key against loss, damage or theft;
 - (c) immediately notify the Owners Corporation if the Security Key is lost, stolen or misplaced;
 - (d) when requested by the Owners Corporation, immediately return the Security Key to the Owners Corporation;
 - (e) take all reasonable steps to safeguard the Security Key against loss, damage or theft;
 - (f) close all security doors and gates when they pass through them; and
 - (g) when vacating a Lot, return all Security Keys to the Owners Corporation.
- 5.9. The Owners Corporation may delegate the supervision of this by-law to the Strata Committee or Strata Manager.

6. Electrical

- 6.1. Owners or Occupiers must not overload the electrical facilities provided to their Lots. If overloading occurs, all costs associated with repairs to the Lot or the Parcel are the sole responsibility of the party causing the overload.

7. Cleaning Windows and Doors

- 7.1. An Owner or Occupier must keep clean all glass in windows and all doors on the boundary of the Lot, including so much as is Common Property if those windows and doors can be safely accessed by the Owner or Occupier from within his or her own Lot.
- 7.2. The Owners Corporation is responsible for the cleaning of all other glass and doors.

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8. External Appearance

General

- 8.1. An Owner or Occupier must not keep or display anything in a Lot which is visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the rest of the Parcel.
- 8.2. An Owner or Occupier must not install anything within a Lot or on the Common Property which would obstruct natural sightlines.

Window coverings and treatments

- 8.3. Any curtain, shutter or blind in a window or door, which faces public or common areas, must be coloured white or off-white.
- 8.4. An Owner or an Occupier must not install any awnings to their windows or electronic sunscreens that are visible from outside of the Lot without the prior written consent of the Owners Corporation.
- 8.5. An Owner or Occupier must not affix any tinting or other treatments to the internal or external surfaces of window and glass doors within their Lot without the prior written consent of the Owners Corporation.

Hanging of washing

- 8.6. An Owner or Occupier must not hang any washing, towel, bedding, clothing or other article on or from the porch or balcony of a Lot.
- 8.7. Owners and Occupiers may only dry washing in the courtyard of a Lot or otherwise in mechanical dryers within a Lot.

Planter boxes

- 8.8. If there are planter boxes on or within a balcony of a Lot, an Owner or Occupier must:
 - (a) keep the planter box clean, tidy and well maintained; and
 - (b) when watering the plants or soil, make sure that the water does not go on to Common Property or another Lot.

9. Balconies

General

- 9.1. An Owner or Occupier must keep balconies of the Lot clean and tidy.

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- 9.2. An Owner or Occupier must not keep or display anything on the balcony of a Lot which is visible from outside the Lot that, when viewed from outside the Lot, is not in keeping with the rest of the Parcel.
- 9.3. Owners and Occupiers are responsible for any damage or loss to any person or property occasioned by items falling from their balconies or from a breach of any obligations under this by-law 9.

Items on balcony

- 9.4. Owners and Occupiers must ensure that any furniture, possessions and other items on balconies are secured or safely stored in order to prevent any item from blowing away or falling from the balcony. Without limitation:
- (a) any balcony furniture must be of suitable weight and material to accommodate prevailing weather conditions;
 - (b) any umbrellas used must be weighted at the base and must never be left up when balcony is not in use or in high winds; and
 - (c) all portable items should be removed from balcony or stored securely when the balcony is not in use.

Prohibited Activities

- 9.5. Balconies of a Lot are not to be used for the storage of goods or be enclosed in any way.

Barbeques

- 9.6. Subject to the provisions of this by-law, Owners and Occupiers may store and operate an electric portable barbeque on the balcony, terrace or courtyard of a Lot.
- 9.7. The Owner or Occupier must:
- (a) comply with the requirements of any applicable law in relation to the use and storage of the barbeque;
 - (b) keep the barbeque covered when not in use;
 - (c) keep the barbeque clean and tidy; and
 - (d) ensure that the barbeque does not create smoke, odours or noise which unreasonably interferes with the use of other Owners and Occupier of the Parcel.

10. Air Conditioning

Within individual Lots

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10.1. Air Conditioning Equipment installed within a Lot, is owned by and the sole responsibility of the relevant Lot Owner.

10.2. Each Lot Owner:

- (a) is responsible for the running costs of the Air Conditioning Equipment;
- (b) must maintain, replace or repair the Air Conditioning Equipment as necessary;
- (c) bears the sole responsibility of insuring the Air Conditioning Equipment;
- (d) must comply with the requirements of any competent authority regarding the operation of the Air Conditioning Equipment; and
- (e) must repair damage to common property or any other property caused by exercising any of its rights or complying with its obligations under this by-law or when removing, replacing or repairing any Air Conditioning Equipment.

10.3. Each Lot Owner has exclusive use and enjoyment of any part of the Common Property on or in which his or her Air Conditioning Equipment is located.

10.4. If an Owner fails to maintain the Air Conditioning Equipment in accordance with this by-Law, the Owners Corporation may carry out any works necessary to maintain the Air Conditioning Equipment, the costs of which shall be reimbursed by the Owner to the Owners Corporation or charged to the Lot.

Within Common Property

10.5. Air Conditioning Equipment installed in common areas and servicing the Parcel, is owned by the Owners Corporation.

10.6. The cost of insurance, maintaining, servicing and replacing of the Air Conditioning Equipment servicing Common Property is borne by all Lot Owners on a unit entitlement basis.

11. Hot Water Systems

11.1. The Owner of each Lot has a special privilege to connect to and use the hot water system that singularly services that Lot as well as the use of the Common Property required to install and keep the hot water system servicing the Lot.

11.2. Each Lot Owner must:

- (a) operate, maintain, and keep in a state of good and serviceable repair, the hot water system for that Lot;
- (b) be responsible for the costs associated with the running, maintenance, renewal or replacement of the hot water system for that Lot and any modification to it; and

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- (c) indemnify the Owners Corporation against any liability or expense associated with the hot water system for that Lot.

11.3. If an Owner fails to maintain the hot water system for that Lot in accordance with this by-law, the Owners Corporation may carry out any works necessary to maintain the hot water system, the costs of which shall be reimbursed by the Owner to the Owners Corporation or charged to the Lot.

11.4. An Owner must obtain the Owners Corporations consent to install, replace or relocate the hot water system on that Lot.

12. Lifts

12.1. Lifts installed within the Common Property, are owned by the Owners Corporation.

12.2. The Owners Corporation must establish a contract for the repair, replacement, service and maintenance of all lifts installed within the Common Property (**Service Contract**). The Service Contract must require servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer.

12.3. The cost of the Service Contract for the lifts installed within the Common Property is payable by all Lot Owners on a unit entitlement basis.

12.4. Owners and Occupiers must:

- (a) not allow children to operate any lifts; and
- (b) obey the instructions regarding use and operation of lifts issued from time to time by the Strata Committee; and
- (c) take all reasonable steps to ensure that any invitees to or Occupiers of their lots are aware of the requirements of and comply with this by-law.

12.5. Owners and Occupiers are entitled, in common with all other Owners and Occupiers in the Parcel, to the exclusive use and enjoyment of the lifts located in Common Property and the Owners Corporation will be solely responsible for the cost of proper maintenance of the lifts and keeping it in a state of good repair.

13. Garbage Disposal and Recycling

13.1. The Strata Scheme has shared receptacles within the Garbage Room for recyclable material and waste. An Owner or Occupier:

- (a) must ensure that before refuse, recyclable material or waste are placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;

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- (b) must promptly remove any thing which the Owner or Occupier may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled; and
 - (c) must comply with the directions from time to time of the Owners Corporation as to the manner of disposal of garbage, including any signage displayed within Garbage Rooms.
- 13.2. Owners and Occupiers must not use Common Property for the purposes of garbage storage other than in designated areas. For clarity, Owners and Occupiers must not cause garbage to be stored on car parking spaces or on access driveways.
- 13.3. Owners and Occupiers must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item likely to interfere with the peaceful enjoyment of the Owner or Occupier of another Lot or any person lawfully using the Common Property.
- 13.4. Owners and Occupiers are liable for any damage caused to any other person or property following a breach of this by-law.

14. Fire Safety System

- 14.1. Owners and Occupiers must not interfere with or damage any fire safety device or equipment within a Lot or Common Property (including fire hydrants, sprinkler boosters pumps), nor activate any device except in the case of emergency or where there is risk of damage or injury to the Lot or Common Property or any person within the Lot or Common Property.
- 14.2. Owners and Occupiers must not do anything with the Lot or the Common Property that may activate the smoke detectors in the Lot and the fire alarm in the Common Property, including ensuring that the Lot is well ventilated when cooking. If the fire alarm in the Common Property is activated and the Owners Corporation incurs a "false alarm" charge, the Owners Corporation is entitled to recover that charge from the relevant Owner on demand or by including the charge in a levy statement.
- 14.3. Owners and Occupiers must:
- (a) take reasonable steps to prevent fires and hazards in the Lot or Parcel;
 - (b) not obstruct any fire stairs or fire escapes in the Parcel;
 - (c) comply with all laws and the requirements of Council, competent authorities and the Owners Corporation regarding fire safety and fire regulations;
 - (d) immediately notify the Owners Corporation of defective, damaged or malfunctioning fire safety devices or equipment;
 - (e) immediately notify a fire protection agency or the Fire Brigade if there is any fire or similar hazard within the Lot;

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- (f) promptly notify the Owners Corporation of a risk or fire hazard within the Lot;
- (g) must not change the type of lock installed on the front door to any Lot nor add any additional lock, door closer or peep hole to the front door, except in accordance with by-law 17.6. For fire safety access reasons, all doors in the Parcel must have similar locking devices;
- (h) obtain the Owners Corporation prior written approval before changing any lock to any door in a Lot or adding additional locking devices to any door in a Lot;
- (i) on receiving notice from the Owners Corporation that an inspection is required, provide access to the Lot to the Owners Corporation (or any appointed agent or inspector) for the purpose of inspecting, testing, repairing or replacing any fire safety devices or equipment.
- (j) allow annual access to the Lot by a person nominated by the Owners Corporation for the purposes of annual fire safety inspections of the lot.

14.4. Despite the provisions of this by-law, Owners and Occupiers are at all times responsible for the proper maintenance, servicing and repair of any smoke detectors located within their Lots.

14.5. If Owners or Occupiers breach this by-law, the Owners Corporation has the right to enter into any Lot to repair or rectify any breach and to recover the cost of doing so as a debt against the Owner's Lot.

14.6. The Owners Corporation is entitled to delegate any of its powers under this by-law to the Strata Committee or to the Strata Manager and make arrangements with third parties regarding the installation, maintenance and operation of fire safety devices and equipment.

15. Security System

15.1. The Owners Corporation shall adopt an emergency response and evacuation plan, which must provide for the safety of Owners and Occupiers in case of an emergency including:

- (a) an evacuation plan in the case of an emergency due to fire, explosion or other emergency;
- (b) provision for the appointment of a nominated person to ensure compliance with the emergency response and evacuation plan;
- (c) requirements for maintenance operations, testing and certification procedures for fire safety and control devices and equipment and other safety equipment.

15.2. The Owners Corporation may introduce and maintain all reasonable measures to ensure the security of the Parcel from intruders and unauthorised persons and shall preserve the

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integrity of the Parcel from hazards including fire and endangerment. In order to do so, the Owners Corporation may:

- (a) install and operate security cameras and other surveillance equipment on the Common Property;
- (b) install and operate safety devices and equipment on the Common Property;
- (c) make arrangements with third parties about the installation, maintenance and operation of such equipment;
- (d) close off or restrict any part of the Common Property not required for access to a Lot on either a temporary or permanent basis; and
- (e) permit, to the exclusion of any Owner or Occupier, any part of the Common Property to be used by any security person as a means of monitoring the security of the Parcel.

15.3. An Owner or Occupier (or any invitees of the Owner or the Occupier) must:

- (a) not interfere with security or surveillance equipment in the Parcel; or
- (b) do anything which might prejudice the security or safety of the Parcel.

15.4. The Owners Corporation may delegate the supervision of this by-law to the Strata Committee or Strata Manager.

16. Installations by Owners

Audio and visual equipment

- 16.1. Owners and Occupiers must obtain the consent of the Owners Corporation before installing or attaching any audio or audio visual equipment or other fixtures or fittings to the inter lot wall or ceiling of a Lot.
- 16.2. The Owners Corporation must consent to the proposed installation or attachment if the Owner or Occupier provides a certificate from an acoustic engineer and a structural engineer that certifies the structural and acoustic integrity of the wall and ceilings will not be compromised by the proposed installation.
- 16.3. Following installation of any equipment, the Owner or Occupier must provide the Owners Corporation certificate/s from the structural and acoustic engineer that all works and installations have not compromised the structural or acoustic integrity of the walls or ceiling affected.
- 16.4. In undertaking any works to walls, whether inter-tenancy walls or otherwise, Owners and Occupier must:

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- (a) satisfy themselves as to whether the relevant wall or ceiling can bear the load of the equipment being installed;
- (b) not cut into fire rated walls (e.g. to conceal cabling or wiring) unless they comply fully with the requirements of the Building Code of Australia to preserve the fire rating of the wall or ceiling; and
- (c) comply with all reasonable rules and directions of the Owners Corporation or Strata Manager.

16.5. Owner or Occupiers must properly maintain and keep in good repair any equipment or installation approved by the Owners Corporation in accordance with this by-law.

Security devices

16.6. Owners and Occupiers must obtain the consent of the Owners Corporation before installing:

- (a) any locking or other safety device for protection of the Owner's Lot against intruders, 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,

16.7. Any approved locking or safety device, screen, other device or structure must be installed in a competent and proper manner, must comply with all applicable fire safety regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Parcel.

16.8. Owner or Occupiers must properly maintain and keep in good repair any installation or structure approved by the Owners Corporation in accordance with this by-law.

Damage to Common Property

16.9. Owners and Occupiers must repair any damage caused to any part of the Parcel by the installation or removal of any locking or safety device, screen, other device or structure referred to in by-law 16. If the Owner or Occupier fails to repair any damage to the Parcel in accordance with this by-law, the Owners Corporation may carry out any repair works and the costs shall be reimbursed by the Owner to the Owners Corporation or charged to the Lot.

17. Building Works

17.1. An Owner must not carry out any building work or alter the structure of a Lot without first giving to the Owners Corporation at least 14 days' notice and must obtain the prior written consent of the Owners Corporation to the proposed alteration.

17.2. The notice under by-law 17.1 must describe the proposed alterations in sufficient detail for the Owners Corporation to ascertain:

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- (a) the estimated time period for the carrying out of the proposed alterations;
- (b) the nature and extent of the proposed alterations;
- (c) whether any common property will be affected; and
- (d) whether the structural support of any other Lot will be affected.

17.3. The Owners Corporation must not approve any alteration or works to a Lot relating to an unlawful purpose or prohibited use.

17.4. The Owners Corporation may delegate the granting of its consent under this by-law to the Strata Committee.

18. Storage Spaces

18.1. An Owner or Occupier may only use storage spaces for the purposes of storage.

18.2. An Owner or Occupier must not store flammable, explosive or dangerous substances or illegal items in any part of the Lot or Common Property.

18.3. There must be, at all times, a minimum of 500mm clearance between the height of any stored items and the sprinkler head inside any storage space.

18.4. An Owner or Occupier must not store any items in any storage space that would impact the proper function and operation of any sprinkler head inside any storage space.

18.5. By-law 18.3 and 18.4 is a fire safety requirement required by law and this by-law cannot be repealed or amended in any way that reduces the clearance specified, unless the fire safety regulation is itself changed.

18.6. The Strata Committee has the right to issue a notice to comply to any Owner or Occupier in breach of this by-law 18 and to take any necessary enforcement proceeding if the breach continues.

19. Bulky Goods Storage Room

19.1. Owners and Occupiers must not use the Bulky Goods Storage Room for any purpose.

19.2. The Bulky Goods Storage Room is reserved for use by the Owners Corporation (including any delegate or person appointed by the Owners Corporation) in carrying out its functions under these by-laws.

20. Car Spaces

Individual Lot Car Spaces

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- 20.1. On-site car parking spaces must only be used by Owners and Occupiers of the Building.
- 20.2. Owners and Occupiers are not permitted to lease, licence or transfer ownership of any car parking space to any person other than an occupant of the Lot to which the car parking space is designated. For clarity, Owners are not permitted to subdivide Lots with allocated car parking space(s) for the purposes of leasing, licensing, or transferring ownership of a car parking space without the prior consent of the Owners Corporation.
- 20.3. Car parking spaces may only be used for the parking of a motor vehicle or motor cycle. They must not be used for storage or any other purpose.

Visitor Car Spaces

- 20.4. The car parking spaces designated for visitor car parking may only be used by visitors to the Parcel and for a period not exceeding 24 hours at any one time. Owners and Occupiers of Lots must not park in, and must otherwise keep clear, visitor car spaces.
- 20.5. The Owners Corporation must strictly maintain the visitor car parking as common property for use by visitors and must not at any time allocate, sell or lease a visitor car parking space to an Owner or Occupier. This by-law cannot be amended or repealed without the written consent of the Council.

Motor Cycle Spaces

- 20.6. The parking spaces designated for motor cycles may be used by Owners, Occupiers and visitors of the Parcel. Motor cycle parking spaces may only be used by visitors of the Parcel for a period not exceeding 24 hours at any one time.
- 20.7. Motor cycle parking spaces may only be used for the parking of a motor cycle. They must not be used for parking electric bikes, storage or any other purpose.
- 20.8. The Owners Corporation must strictly maintain motor cycle parking spaces as common property and must not at any time allocate, sell or lease motor cycle parking space to an Owner or Occupier. This by-law cannot be amended or repealed without the written consent of the Council.

21. Controlling Traffic in Common Property

Rights of Owners Corporation

- 21.1. The Owners Corporation has the power to:
- (a) impose speed limit for traffic in Common Property;
 - (b) impose reasonable restriction on the use of the Common Property driveways and parking areas;

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- (c) install speed humps and other traffic control devices in Common Property;
- (d) install signs about parking;
- (e) install signs to control traffic in Common Property, in particular traffic entering and existing the Parcel.

Traffic management

- 21.2. An Owner or Occupier must comply with all signage installed on the Common Property in relation to parking and traffic restrictions on the Parcel.
- 21.3. All vehicles entering and existing the Parcel must do so in a forward direction at all times.
- 21.4. All loading and unloading operation must take place at all times wholly within the confines of a Lot or within designated loading bays.
- 21.5. Owners or Occupiers must at all times keep the loading bays, car parking spaces and access driveways clear of goods and must not use such areas for storage purposes.

22. Use of common property

General

- 22.1. An Owner or Occupier (and any invitees of the Owner or the Occupier) must not do any of the following on Common Property:
- (a) store any goods and belongings on Common Property;
 - (b) deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item;
 - (c) do anything that is likely to create a hazard or danger to any Owner, Occupier or any person lawfully using the Common Property;
 - (d) do or permit anything to be done which might cause structural or other damage in the Parcel;
 - (e) interfere or remove any property of the Owners Corporation;
 - (f) erect any structure or signage, or attach any item to Common Property;
 - (g) alter any Common Property;
 - (h) interfere with the proper operation of any equipment in or on the Common Property;
 - (i) use or permit skateboards, rollerblades or skates to be used in the Common Property;

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- (j) use any portion of the Common Property for his or her own purposes; or
- (k) do anything that gives rise to air pollution, offensive noise, pollution on land or pollution of water.

22.2. An Owner or Occupier must:

- (a) only use the Common Property and any equipment situated there for its intended purpose;
- (b) notify the Owners Corporation if there is any damage to or defect in the Common Property or any equipment situated there; and
- (c) reimburse the Owners Corporation for the costs of any damage to Common Property caused by the Owner or Occupier (or any invitees of that Owner or Occupier).

Obstruction of Common Property

22.3. An Owner or Occupier must not obstruct lawful use of Common Property by any person.

22.4. An Owner or Occupier must ensure that driveways and other areas designated for access are kept clear and trafficable at all times.

Damage to Common Property

22.5. An Owner or Occupier is liable to the Owners Corporation for any damage or destruction to any Common Property and must compensate the Owners Corporation accordingly. Any amount payable under this by-law will constitute a debt against the Owner's Lot.

Noise

22.6. An Owner or Occupier, or any invitee of an Owner or Occupier, must not create any noise or behave in a way on a Lot or the Common Property which might unreasonably interfere with the peaceful enjoyment of any other Owner or Occupier or of any person lawfully using Common Property.

22.7. An Owner or Occupier must control the emission of any sound from a Lot so as not to unreasonably impact upon nearby Owners or Occupiers.

Behaviour

22.8. An Owner or Occupier (and any invitees of the Owner or the Occupier) must not:

- (a) obstruct lawful use of the Common Property by any person;
- (b) use language or behave in a manner likely to cause offence or embarrassment to other Owner, Occupiers or to any person lawfully using the Common Property; or

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- (c) smoke cigarettes, pipes or cigars while on the Common Property or allow smoke from cigarettes, pipes or cigars to enter onto Common Property or to penetrate any other Lot;
- (d) do anything illegal on the Parcel; or
- (e) do anything which might damage the good reputation of the Owners Corporation or Parcel.

Children on Common Property

22.9. An Owner or Occupier must not permit any child of whom an Owner or Occupier has control:

- (a) to play on Common Property or within the Parcel, unless accompanied by an adult exercising effective control,
- (b) to be or to remain on Common Property that may be dangerous or hazardous to a child such as car parking areas.

Invitees

22.10. An Owner or Occupier must take all reasonable steps to ensure that its invitees do not behave in a manner likely to interfere with the peaceful enjoyment other Owner or Occupier or any person lawfully using common property.

22.11. An Owner or Occupier must take all reasonable steps to ensure that its invitees comply with these by-laws, and that such invitees promptly leave the Parcel in the event of any non-compliance.

23. Moving Goods and Furniture

Moving In and Out

23.1. An Owner or Occupier (or any invitee of the Owner or Occupier) must not transport any furniture or large object through Common Property unless:

- (a) at least 2 business days' notice of the proposed date and time has first been given to the Strata Manager;
- (b) the transporting takes place at the date and time approved by the Strata Manager;
- (c) the Owner or Occupier complies with all reasonable rules and directions of the Owners Corporation or Strata Manager in respect to such transport.

Obligations

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23.2. All movements of furniture, large objects, move-ins and removals are to be conducted only as follows:

- (a) in accordance with all requirements of the Owners Corporation;
- (b) without obstruction to any other person, property, or public way;
- (c) using only the lift that has been reserved and fitted with protective covering;
- (d) trucks may not park or stand in an area that will impede orderly flow of traffic to, from and within the Parcel; and
- (e) moves not booked in accordance with by-law 23.1 will be turned away until it has been complied with.

Liability

23.3. Owners and Occupiers are liable for any damage caused to any person, property or Common Property by their removalists or delivery persons and therefore are responsible for ensuring that their contractors are properly insured. If the Owner or Occupier fails to repair any damage to the Parcel in accordance with this by-law, the Owners Corporation may carry out any repair works and the costs shall be reimbursed by the Owner to the Owners Corporation or charged to the Lot.

23.4. The Owners Corporation may delegate the supervision of this by-law to the Strata Committee or Strata Manager.

24. Access to the Owners Corporation

24.1. Section 122 of the Act gives the Owners Corporation, its agents, employees or contractors, power to enter on any part of a Lot for the purpose of carrying out work:

- (a) required to be carried out by the Owners Corporation under the Act;
- (b) by an order made under the Act; or
- (c) required by any public authority.

Persons must not obstruct or hinder the Owners Corporation in the exercise of its functions under section 122.

24.2. Owners and Occupiers must allow the Owners Corporation, its agents, employees or contractors access to their Lots for the purpose of carrying out any necessary works or servicing of the Parcel. The Owners Corporation must, except in the case of an emergency, endeavour to give reasonable notice and make an appointment for any required access.

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24.3. The Owners Corporation is entitled to delegate any of its powers under this by-law to the Strata Committee or to the Strata Manager

25. Rules

- 25.1. The Owners Corporation may make, amend and at any time add to rules for the control, management, operation use and enjoyment of the Parcel.
- 25.2. The rules must be consistent with these by-laws. To the extent that any rule is inconsistent with these by-laws or the requirements of any competent authority, the by-laws or requirements of the authority prevail.
- 25.3. The rules bind Owners, Occupiers and any person in lawful use of the Common Property.

26. Service Agreements

- 26.1. The Original Owner may enter into other service agreements for provisions of services and/or maintenance and repair of plant and equipment within the part of the Parcel occupied by the Strata Scheme, whether it does so as a requirement of the Development Consent or for the good order and management of the Parcel.
- 26.2. The Owners Corporation must accept an assignment or novation of any such service agreement and must maintain appropriate service agreements throughout the life of the Strata Scheme.
- 26.3. The cost of any service agreement is payable by all Lot Owners whose Lots receive the benefit of any service contract in the proportion that his or her Lot bears to the total unit entitlement of Lots that receive the benefit.

27. Agreements with the Strata Manager

- 27.1. In addition to its powers under the Act, the Owners Corporation has the power to appoint and enter into an agreement with a Strata Manager to provide management and operational services for the part of the Parcel occupied by the Strata Scheme.
- 27.2. The agreement may have a term that expires no later than 5 years after the date of the first annual general meeting of the Owners Corporation. The Owners Corporation and the Strata Manager may have rights to terminate the agreement early.
- 27.3. The agreement may specify the Strata Manager duties, which may include:
- (a) caretaking, supervising and servicing the Common Property;
 - (b) supervision of cleaning, repair, maintenance, renewal or replacement of Common Property;

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- (c) arranging for the inspection and certification of plant and equipment as required by law;
- (d) providing services to the Owners Corporation, Owners and Occupiers including, without limitation, the services of a handyperson and cleaning services;
- (e) supervising employees and contractors of the Owners Corporation;
- (f) supervising the Parcel generally;
- (g) managing and providing security keys and access cards;
- (h) monitoring and calculating air conditioning consumption data;
- (i) doing anything else that the Owners Corporation or Strata Manager agrees is necessary for the operation and management of the Parcel;

27.4. The Strata Manager must comply with the instructions of the Owners Corporation in performance of its duties relating to management of the Parcel.

27.5. Owners and Occupiers must not interfere with or stop the Strata Manager:

- (a) exercising its duties and performing its functions under its agreement with the Owners Corporation; or
- (b) using Common Property that the Owners Corporation permits the Strata Manager to use from time to time.

28. Provision of Amenities or Services

28.1. The Owners Corporation may by resolution determine to enter into arrangements for the provision of amenities or services to Lots or the Common Property including:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply;
- (d) telecommunication services;
- (e) on site and/or facilities management; and
- (f) security services.

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- 28.2. Owners and Occupiers must, upon being given reasonable notice by the Owners Corporation or persons authorised by it, provide reasonable access for any person required to effect the reading of any meter located in or about the Lot.
- 28.3. If the Owners Corporation makes a resolution referred to in this by-law to provide an amenity or service to a Lot or to an Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.
- 28.4. The Owners Corporation may delegate the supervision of this by-law to the Strata Committee or Strata Manager.

29. Service of notices

- 29.1. A notice or communication to an Owner or Occupier must be in writing and must be:
- (a) delivered personally to the addressee;
 - (b) left at the address of the addressee as recorded on the strata roll;
 - (c) sent by ordinary post to the address of the addressee as recorded on the strata roll; or
 - (d) to the email address of the addressee as recorded on the strata roll.
- 29.2. A notice or communication under by-law 29.1 takes effect from the later of:
- (a) the time the notice or communication is received by the addressee; or
 - (b) the time specified in a notice of communication or dispatch record.
- 29.3. Where a Strata Manager has been appointed by the Owners Corporation, any notice or communication to the Owners corporation must be in writing and must be:
- (a) left at the address of the Strata Manager;
 - (b) sent by ordinary post to the address of the Strata Manager; or
 - (c) where the Strata Manager has provided an email address, to the email address of the Strata Manager.

30. Exclusive Use of Lot 10 Car Space

- 30.1. The Owner and Occupier of Lot 10 is entitled to the exclusive use and enjoyment of the visitor car space marked as "[EXL]" on the Strata Plan.
- 30.2. If a vehicle is parked in the car space reserved for the exclusive use of Lot 10 in contravention of this by-law, the Owners Corporation may, in its absolute discretion, arrange for that vehicle to be towed off the Parcel and onto a public street without notice.

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- 30.3. An Owner or Occupier is liable for the acts of their visitors in breach of this by-law 30.
- 30.4. The Owner and Occupier of Lot 10 must keep the exclusive use car space clean and tidy, and must not deposit or throw any rubbish, dirt, dust or other material or discarded item in the exclusive use car space.
- 30.5. The Owners Corporation is responsible for the maintenance and repair of the exclusive use car space.
- 30.6. This by-law cannot be amended or repealed without the written consent of the Owner of Lot 10 at the time being.

31. Lot 4 Lift

- 31.1. The lift installed within Lot 4 (**Lot 4 Lift**) is owned by and the sole responsibility of the Owner of Lot 4.
- 31.2. The Owner of Lot 4:
- (a) is responsible for the running costs of the Lot 4 Lift;
 - (b) must maintain, replace or repair the Lot 4 Lift as necessary;
 - (c) bears the sole responsibility of insuring the Lot 4 Lift;
 - (d) must comply with the requirements of any competent authority regarding the operation of the Lot 4 Lift;
 - (e) if reasonably required by the Owner Corporation, enter into a contract for the repair, replacement, service and maintenance of the Lot 4 Lift, which includes servicing and maintenance of all lift plant and equipment as often as is recommended by the manufacturer; and
 - (f) must repair damage to Common Property or any other property caused by exercising any of its rights or complying with its obligations under this by-law or when maintaining or repairing the Lot 4 Lift.

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Signing page

Executed by FY Property Pty Ltd (ABN 36
629 173 119) in accordance with s127 of the
Corporations Act (Cth):



Sole Director/Secretary

Yi FANG

Print Name

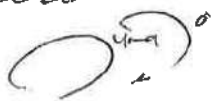
Executed by Mortgagee

Executed by Certane CT Pty Ltd ACN 106 424 088
by its Attorney who certifies that he/she has not
received notice of any revocation of the Power of
Attorney No. BOOK 4784 NO. 947
dated 23 December 2020



Name of Attorney
John Pramita

Account Manager



Name of Attorney

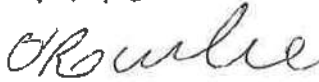
Jong Yune Jung
Client Service Associate

Witness:


Rose O'Rourke
Operations Manager

Level 6, 80 Clarence St
Sydney, NSW 2000

Witness:


Rose O'Rourke
Operations Manager

Level 6, 80 Clarence St
Sydney, NSW 2000

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Executed by **Yieldstack Warehouse III Pty**)
Ltd ACN 671 754 162 under s127(1) of the)
Corporations Act 2001:)



Signature

Director

Office (director or secretary)

Adrian Lee

Full Name



Signature

Director

Office (director or secretary)

Brett Anthony Craig

Full Name

Lodger Details

Lodger Code	500521F
Name	LIGHTHOUSE LAW GROUP PTY LIMITED LIGHTHOUSE LAW GROUP
Address	L 4, SE 407, 49 QUEENS RD FIVE DOCK 2046
Lodger Box	1W
Email	SARINA@LAWGROUP.COM.AU
Reference	23887 - 6 KOORI

Land Registry Document Identification

AU582827

STAMP DUTY:

Positive Covenant (13PC)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
1/1276462	N	

Applicant

FY PROPERTY PTY LTD ACN 629173119
Registered company

Document Type

Positive Covenant (13PC)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	FY PROPERTY PTY LTD
Signer Name	ISMAEEL ANGAMIA
Signer Organisation	LIGHTHOUSE LAW GROUP PTY LIMITED
Signer Role	PRACTITIONER CERTIFIER
Execution Date	14/11/2024



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 41.1

**Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

Form: 13PC
Release: 3-0

POSITIVE COVENANT
New South Wales
Section 88E(3) Conveyancing Act 1919

Leave this space clear. Affix additional
pages to the top left-hand corner.

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	1/1276462		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference:	CODE PC
(C) REGISTERED PROPRIETOR	Of the above land FY PROPERTY PTY LTD		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 WILLOUGHBY CITY 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

(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:

Name of witness:

Address of witness:

DAVID CRISTE

31 VICTOR STREET, WILLOUGHBY

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

[Signature]

SHALAN GONJON

ACTING HEAD OF PLANNING

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

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

Corporation: FY PROPERTY PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held: Sole Director and Secretary

[Signature]

YI FANG

Signature of authorised person:

Name of authorised person:

Office held:

(H) **Consent of the ???**

The ??? under ???

I certify that the above ??? signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

No.

, agrees to be bound by this positive covenant.

who is personally known to me or as to whose identity I am otherwise satisfied

Signature of ???

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

ANNEXURE "A"

Property Address: 6 KOORINGA ROAD, CHATSWOOD
Lot No. 1; DP: 1276462

Terms of Positive Covenant

The registered proprietor of the land hereby burdened (herein called the "proprietor") in respect of the on-site stormwater detention system (herein called the "System") constructed on the land to:

- a) Clean, maintain and repair all pits, basins, tanks, pipelines, orifice plates, trench barriers, walls, earth banks and other structure, gutters, leaf gutter guards, downpipes, pipe connections and any associated devices relevant to the System, and
- b) Regularly keep the System clean and free from grass clippings, silt, debris and the like to ensure the efficient operation from time to time and at all times of the System, PROVIDED HOWEVER that Willoughby City Council (herein called the "Council") shall have the right to enter upon the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency):
 - i) To view the state of repair of the System;
 - ii) To ascertain whether or not there has been any breach of the terms of this covenant; and
 - iii) To execute any work required to remedy a breach of the terms of this covenant if the proprietor has not within fourteen (14) days of the date of receipt by the proprietor of written notice from the Council requiring remedy of a breach of the terms of this covenant taken steps to remedy the breach and without prejudice to the Council's other remedies the Council may recover as a liquidated debt the cost of such remedial work from the proprietor forthwith upon demand.

Name of Authority having the power to release vary or modify the Positive Covenants referred to:

Willoughby City Council

Willoughby City Council by its authorised delegate pursuant to s.377 and s.378 of the Local Government Act 1993;

(Position of Delegate) ACTING HEAD OF PLANNING

(Name of Delegate) DIAN GRENDEL

(Signature of Delegate) [Signature]

(Date) 5 NOVEMBER 2024

Page 2 of 4

I certify that I am an eligible witness and that the delegate signed in my presence

(Signature of Witness) [Signature]

(Name of Witness) DAVID CRISTE

(Address of Witness) 31 VICTOR ST CHATSWOOD

ANNEXURE "A" (Cont)

Property Address: 6 KOORINGA ROAD, CHATSWOOD
Lot No. 1; DP: 1276462

Approved by Owner

COMPANY: FY PROPERTY PTY LTD

ABN/ACN: 36 629 173 119

AUTHORITY: SECTION 127 OF THE CORPORATION ACT 2001 (CTH)

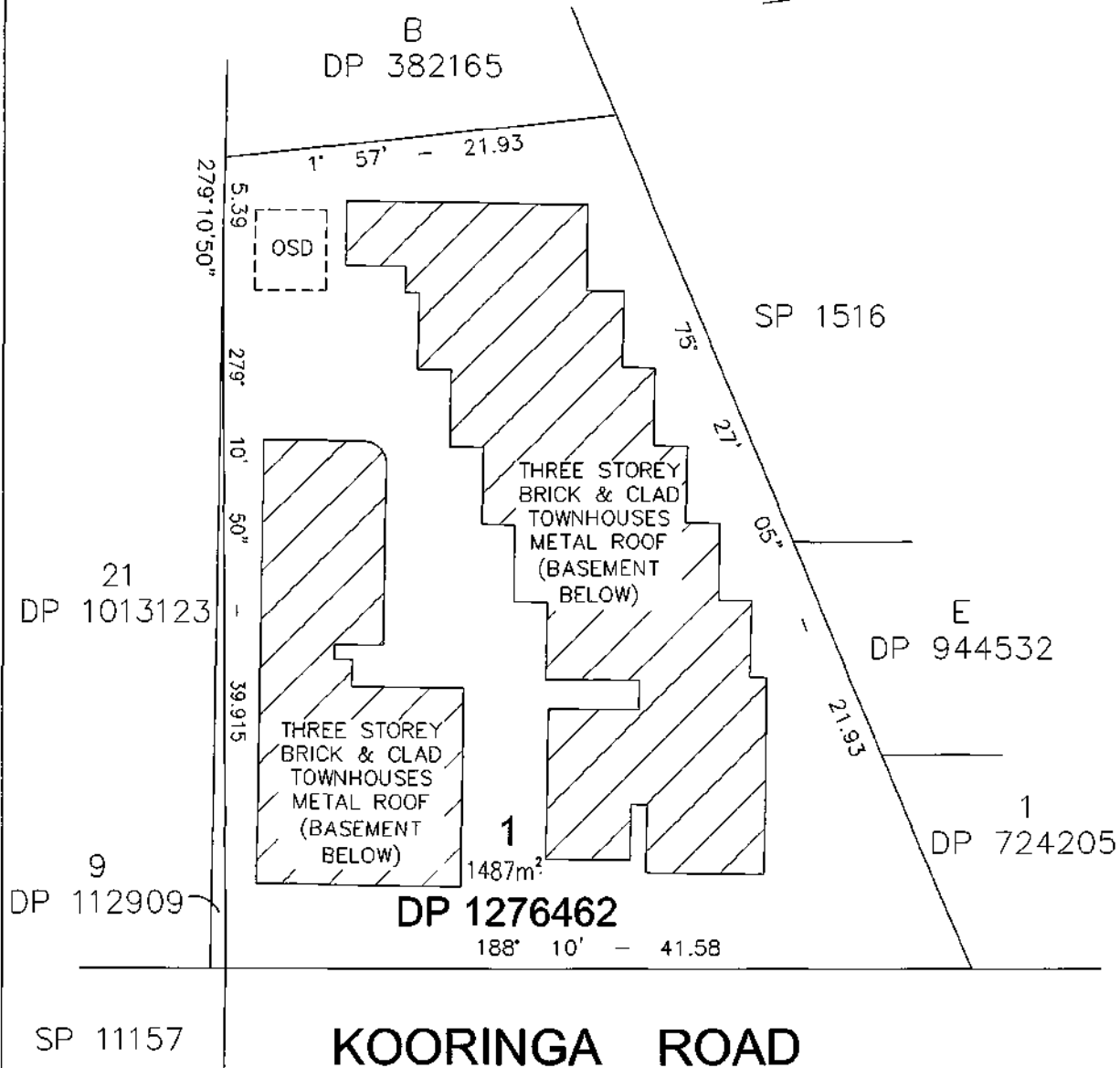
YI FANG

NAME OF SOLE DIRECTOR / SECRETARY:

SIGNATURE OF SOLE DIRECTOR / SECRETARY:


ANNEXURE B
PLAN SHOWING PROPOSED POSITIVE COVENANT
OVER LOT 1 IN DP 1276462
6 KOORINGA ROAD, CHATSWOOD

SCALE: 1:350
LGA: WILLOUGHBY
PARISH: WILLOUGHBY
COUNTY: CUMBERLAND



[Signature]
[Signature]

OSD DENOTES ON SITE DETENTION (APPROXIMATE POSITION)

HUY THAI
REGISTERED SURVEYOR
RGM PROPERTY SURVEYS PTY LTD

PAGE 4 OF 4

Lodger Details

Lodger Code 500521F
Name LIGHTHOUSE LAW GROUP PTY LIMITED LIGHTHOUSE LAW GROUP
Address L 4, SE 407, 49 QUEENS RD
FIVE DOCK 2046
Lodger Box 1W
Email SARINA@LAWGROUP.COM.AU
Reference 23887 - 6 KOORI

Land Registry Document Identification

AU582828

STAMP DUTY:

Restriction on the Use of Land by a Prescribed Authority (13RPA)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference	Part Land Affected?	Land Description
1/1276462	N	

Applicant

FY PROPERTY PTY LTD ACN 629173119
Registered company

Document Type

Restriction on the Use of Land by a Prescribed Authority (13RPA)

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of FY PROPERTY PTY LTD
Signer Name ISMAEEL ANGAMIA
Signer Organisation LIGHTHOUSE LAW GROUP PTY LIMITED
Signer Role PRACTITIONER CERTIFIER
Execution Date 14/11/2024



NSW Land Registry Services
Level 30, 175 Liverpool Street Sydney NSW 2000
GPO Box 15, Sydney NSW 2001
P (02) 8776 3575
E eConveyancingNSW@nswlrs.com.au
www.nswlrs.com.au

Lodgment Rules Exception Form

This form must be lodged with every Dealing with Exception and Miscellaneous Dealing (Miscellaneous Document) form, as defined in the Lodgment Rules.

Please accept this scanned paper dealing, as an eligible exception under Rules 5 or 10 of the Lodgment Rules (version 2), that has been lodged as either a:

1. Dealing with Exception form; or
2. Miscellaneous Dealing (Miscellaneous Document) form

Lodgment Rules exception number: * 45.1

**Insert, from the Lodgment Rules exceptions list, the exception number relied on to use the Dealing with Exception form or Miscellaneous Dealing (Miscellaneous Document) form.*

The Lodgment Rules exception list is published on the Office of the Registrar General Lodgment Rules webpage:
<https://www.registrargeneral.nsw.gov.au/publications/lodgment-rules>

Form: 13RPA
Release: 3-0

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

Leave this space clear. Affix additional
pages to the top left-hand corner.

New South Wales

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	1/1276462		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference: _____	CODE RV
(C) REGISTERED PROPRIETOR	Of the above land FY PROPERTY PTY LTD		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this restriction Nature of Interest Number of Instrument Name 		
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 WILLOUGHBY CITY 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

- (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:

Name of witness:

Address of witness:

DAVID CRISTE

31 VICTOR ST CHARWOOD

Signature of authorised officer:

Name of authorised officer:

Position of authorised officer:

[Signature]

DANIEL GOWDER

ACTING HEAD OF PLANNING

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

Corporation: FY PROPERTY PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

YI FANG

Sole Director and Secretary

Signature of authorised person:

Name of authorised person:

Office held:

- (H) The mortgagee under mortgage No. _____ 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:

Name of witness:

Address of witness:

Signature of mortgagee:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

ANNEXURE "A"

Property Address: 6 KOORINGA ROAD, CHATSWOOD
Lot No. 1; DP: 1276462

Terms of Restriction on the Use of Land

The registered proprietor of the land hereby burdened (herein called the "proprietor") covenant with the Willoughby City Council (herein called the "Council") in respect of the on-site stormwater detention system (herein called the "System") constructed on the land:

- a) Not to erect or suffer to permit any building, structure or erection on the whole or erection on the part of the land hereby burdened except:
 - i) Dividing fences;
 - ii) Such buildings, structures and erections as from time to time form part of or are associated with the carrying out by the proprietor of the land hereby burdened of his obligations under the Positive Covenant as are approved by the Council, and
 - iii) Such other structures as are approved by the Council.
- b) Not to carry out any alterations to the System including, but not limited to, detention levels, controlled outflows, grates, pipes, orifice plate, mesh screen, gutters, leaf gutter guards, downpipes, pipe connections and any associated devices of the System without consent in writing previously obtained from the Council.

Name of Authority having the power to release vary or modify the Positive Covenants referred to:

Willoughby City Council

Willoughby City Council by its authorised delegate pursuant to s.377 and s.378 of the Local Government Act 1993;

(Position of Delegate) ACTING HEAD OF PLANNING

(Name of Delegate) DYLAN GOJNDER

(Signature of Delegate) [Signature]

(Date) 5 NOVEMBER 2024

I certify that I am an eligible witness and that the delegate signed in my presence

(Signature of Witness) [Signature]

(Name of Witness) DAVID CRISTE

(Address of Witness) 21 VICTOR ST CHATSWOOD

ANNEXURE "A" (Cont)

Property Address: 6 KOORINGA ROAD, CHATSWOOD
Lot No. 1; DP: 1276462

Approved by Owner

COMPANY: FY PROPERTY PTY LTD

ABN/ACN: 36 629 173 119

AUTHORITY: SECTION 127 OF THE CORPORATION ACT 2001 (CTH)

Yi FANG

NAME OF SOLE DIRECTOR / SECRETARY:

SIGNATURE OF SOLE DIRECTOR / SECRETARY:


Form: 01TG
Licence: 01-05-042
Licensee: LEAP Legal Software Pty Limited
Firm name: GARRY PICKERING
SOLICITOR

TRANSFER GRANTING EASEMENT

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional



AM262882T

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

(A) TORRENS TITLE

Servient Tenement
CP/SP1516

Dominant Tenement
A/953461

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

85M

PROMO 123032X

TG

Reference: GPJH:102413

(C) TRANSFEROR

THE OWNERS - STRATA PLAN 1516

(D)

The transferor acknowledges receipt of the consideration of \$78,000.00
and transfers and grants—

(E) DESCRIPTION
OF EASEMENT

EASEMENT TO DRAIN WATER 1.5 WIDE, the terms of which are set out in Annexure A as shown in the plan marked Annexure B

(F)

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

Encumbrances (if applicable):

(NSW)

(G) TRANSFeree

SNK HOLDINGS PTY LTD ACN 606 678 791 AND
JACAC PTY LTD ACN 606 678 479

Garry Pickering
authorised to make
the change on behalf of the parties 5/4/17

DATE 22 March 2017

(H) Certified correct for the purposes of the Real Property Act 1900
by the company named below the common seal of which
was affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.

Company: The Owners - Strata Plan 1516
Authority: Section 273 Strata Schemes Management Act 2015

Signature of authorised person:

Name of authorised person:

Office held: Secretary

Signature of authorised person:

Name of authorised person:

Office held: Strata manager/Chairperson



Jsm Klopner

Certified correct for the purposes of the Real Property Act
1900 on behalf of the transferee by the person whose signature
appears below.

Signature:

Signatory's name: Garry Pickering

Signatory's capacity: Solicitor for the Transferee

RELODGED

11 APR 2017

TIME: 16.02

a PLAN FEE RAISED.

ANNEXURE "B" A

TRANSFER GRANTING EASEMENT

Garry Pickering
authorised on behalf
of the parties to make
alteration
22/3/17

INSTRUMENT SETTING OUT TERMS OF EASEMENT INTENDED TO BE CREATED

(Sheet 1 of 3 sheets)

PART 1

Torrens Title	<u>servient tenement</u> (land burdened)	<u>dominant tenement</u> (land benefited)
	CP/SP1516	A/953461
Transferor	The Owners – Strata Plan 1516	
Easement	Easement for Drainage as indicated on the plan annexed to this document marked Annexure "B"	
Transferee	SNK Holdings (NSW) Pty Ltd ACN 606678791 AND Jacac Pty Ltd ACN 606 678 479	

PART 2

Terms of Easement

1.0 Grant of Easement for Drainage

1.1 The owner of the lot benefited and every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person (**the Transferee**) may:

- (a) drain water from any natural source through each lot burdened, but only within the site of this easement, and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - using any existing line of pipes, and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes, channels, ditches and equipment.

(Sheet 2 of 3 sheets)

- (c) use the lot burdened, but only within the site of this easement, to provide services to or from the lot benefited, and
- (d) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

1.2 In exercising those powers, the Transferee must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.

2.0 Additional Conditions

- 2.1 The Transferee will bear the costs of maintenance and repair of the easement site in relation to its specific use which includes the costs of maintaining the piping (and any damage occasioned to the common property of the strata scheme conferred upon the Transferor or Transferee) as and when reasonably required.
- 2.2 Any cost (or part thereof) payable under this clause 2 which remains unpaid after fourteen (14) days of receipt of a statement may be recovered by the party giving the statement as a debt due and owing by the other party together with interest at the rate of 10% per annum computed on daily balance until payment in full is made.

3.0 Easement binding on successors in title

The easement referred to above (including all terms contained therein) are binding on and endure for the successors in title and assigns of the owners of the servient and dominant tenement.

4.0 Duration of the easement

The easement referred to above will remain in force from the date of registration of the easements until such time as it is cancelled or extinguished by mutual agreement of the Transferor and Transferee.



(Sheet 3 of 3 sheets)

Signed, sealed and delivered
by THE OWNERS – STRATA
PLAN NO. 1516
in accordance with section 273 of the
Strata Schemes Management Act 2015



Name: STRATA PLAN 1516

Secretary

Name: John Kilgour
Chairperson

Signature

Signature

Being persons authorised by section 273 of the *Strata Schemes Management Act 2015* to attest the fixing of the seal.

EXECUTED on behalf of the Corporation named below
By the authorised person(s) whose signature(s) appear(s)
Below pursuant to the authority specified.

Corporation: SNK Holdings (NSW) Pty Ltd
Authority: Section 127 of the Corporations Act, 2001

Signature of authorised person

Signature of authorised person

Name of authorised person
Office held Director

Name of authorised person
Office held Director/Secretary

EXECUTED on behalf of the Corporation named below
By the authorised person(s) whose signature(s) appear(s)
Below pursuant to the authority specified.

Corporation: Jacac Pty Ltd
Authority: Section 127 of the Corporations Act, 2001

Signature of authorised person

Signature of authorised person

Name of authorised person
Office held Director

Name of authorised person
Office held Director/Secretary

Garry Pickering, Solicitor for
Transferee

ANNEXURE 'B'

PLAN OF

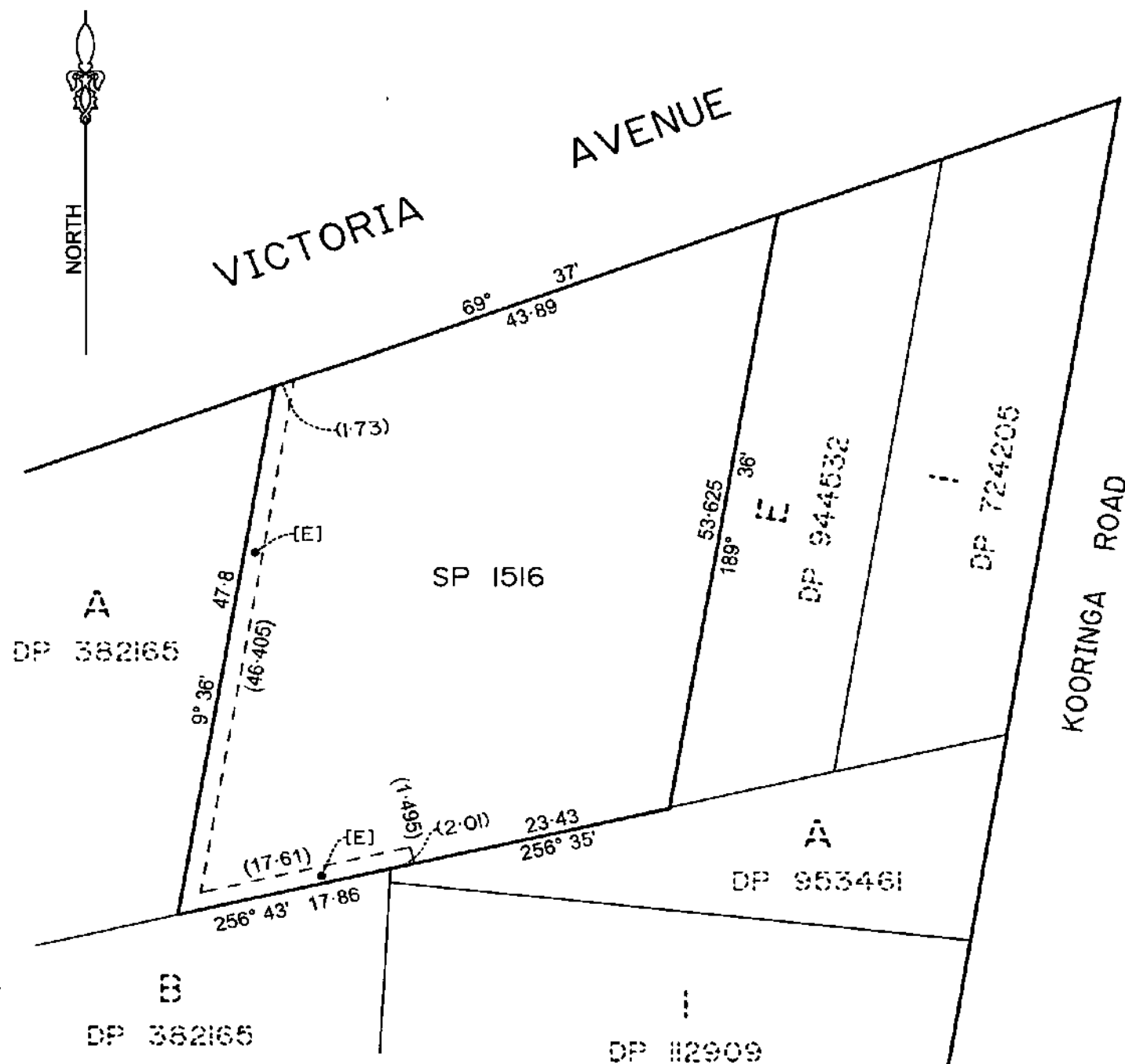
PROPOSED EASEMENT TO DRAIN WATER 1.5 WIDE OVER COMMON PROPERTY SP 1516

LGA : WILLOUGHBY

LOCALITY : CHATSWOOD

PARISH : WILLOUGHBY

COUNTY : CUMBERLAND



[E] - EASEMENT TO DRAIN WATER 1.5 WIDE

DA Loomes

[Signature]

[Signature]

Surveyor :	DAVID A. LOOMES
Date :	08 APRIL, 2016
Surveyor's Ref :	15-0001 Easement



Peter Bolan and Associates PTY LTD
CONSULTING SURVEYORS
A.B.N. 55 003 079 875

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Approved Form 13

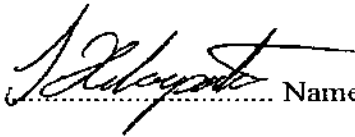
Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on 15/12/ 2016 , it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorising the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period.

Where the dealing or plan disposes of common property, all unregistered interests in the common property being disposed of and of which the owners corporation has been notified, have been released in accordance with section 36(1)(c) Strata Schemes Development Act 2015.

The seal of The Owners - Strata Plan No 1516 was affixed on 31/03/2017 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: John Xiloportas Authority: Strata Manager



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Approved Form 10

Certificate re Initial Period

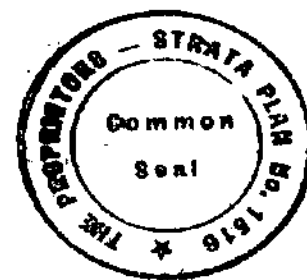
The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

The seal of The Owners - Strata Plan No 1516. was affixed on 31/03/2017 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: John Xiloportas

Authority: Strata Manager



Planning Certificate

Under Section 10.7 (2) Environmental Planning and Assessment Act 1979

Certification No.: PC-2024/318

Certificate Date: 11 Dec 2024

Applicant
Yu Xie LEVEL 46 680 George Street SYDNEY NSW 2000

Subject property address (if applicable)	Legal description
6 Kooringa Road CHATSWOOD NSW 2067	Lot 1 DP 1276462

Section 10.7(2) Information

In accordance with the requirements of section 10.7(2) of the Environmental Planning and Assessment Act (1979) ("the Act"), the following prescribed matters relate to the land at the date of this certificate.

Item 1 - Names of relevant planning instruments and DCPs

1. The following environmental planning instruments apply to the carrying out of development on the land:

Willoughby Local Environmental Plan 2012
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resource and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

The following development control plan apply to the carrying out of development on the land:

Willoughby Development Control Plan 2023

2. The following proposed environmental planning instruments and development control plans apply to the carrying out of development on the land and are or have been the subject of community consultation or on public exhibition under the Environmental Planning and Assessment Act 1979

No proposed environmental planning instruments apply
No proposed development control plans apply

In this item - proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Item 2 - Zoning and land use under relevant planning instruments

(a) Zoning details in the environmental planning instruments identified in ITEM 1(1)	Willoughby Local Environmental Plan 2012: R3 Medium Density Residential State Environmental Planning Policy (Biodiversity and Conservation) 2021: Nil
(b) the purposes for which development in the zone; i. may be carried out without development consent, and ii. may not be carried out except with development consent, and iii. is prohibited	Zone R3 Medium Density Residential 1 Objectives of zone • To provide for the housing needs of the community within a medium density residential environment. • To provide a variety of housing types within a medium density residential environment. • To enable other land uses that provide facilities or services to meet the day to day needs of residents. • To accommodate development that is compatible with the scale and character of the surrounding residential development. • To allow for increased residential density in accessible locations, while minimising the potential for adverse impacts of such increased density on the efficiency and safety of the road network. • To encourage innovative design in providing a comfortable and sustainable living environment that also has regard to solar access, privacy, noise, views, vehicular access, parking and landscaping. 2 Permitted without consent Nil 3 Permitted with consent Attached dwellings; Boarding houses; Centre-based child care facilities; Community facilities; Group homes; Home businesses; Home occupations; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Seniors housing; Tank-based

	aquaculture 4 Prohibited Any other development not specified in item 2 or 3
(c) Additional permitted uses	No additional permitted uses apply to the land.
(d) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?	No fixed minimum land dimensions apply to the land for the erection of a dwelling house.
(e) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?	The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016).
(f) Is the land within a heritage conservation area?	The land is not within a heritage conservation area.
(g) Is there a heritage item situated on the land?	There are no heritage items situated on the land.

Draft Zoning Details

(a) Zoning details in the environmental planning instruments identified in ITEM 1(2)	No draft zoning applies to the land.
(b) the purposes for which development in the zone; i. may be carried out without development consent, and ii. may not be carried out except with development consent, and is prohibited	No draft zoning applies to the land.
(c) Additional permitted uses	No fixed minimum land dimensions apply to the land under a draft environmental planning instrument.
(d) Are there development standards applying to the land, which fix minimum land dimensions for the erection of a dwelling house on the land?	The land is not within an area of outstanding biodiversity value (Biodiversity Conservation Act 2016) under a draft environmental planning instrument.

(e) Is the land within an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016?	N/A
(f) Is the land within a heritage conservation area?	The land is not within a draft heritage conservation area.
(g) Is there a heritage item situated on the land?	There are no draft heritage items situated on the land.

Item 3 - Contributions plans

1. The name of the contributions plan applying to the land is:

Willoughby Local Infrastructure Contributions Plan 2019

2. The name of the draft contributions plan applying to the land is:

No draft contributions plan applies.

Item 4 - Complying Development Exclusions

Is the land, land on which complying development may be carried out under 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?

Part 3 Housing Code	Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .
Part 3A Rural Housing Code	The Rural Housing Code does not apply to the Willoughby Local Government Area and therefore Complying Development cannot be carried out under this code.
Part 3B Low Rise Medium Density Housing Code	Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i> .
Part 3C Greenfield Housing Code	The Greenfield Housing Code does not apply to the Willoughby Local Government Area and therefore Complying Development cannot be carried out under this code.
Part 3D Inland Code	The Inland Code does not apply to the Willoughby Local Government Area and therefore Complying Development cannot be carried out under this code.
Part 4 Housing Alterations Code	Complying Development may be carried out under this code subject to meeting all of the requirements of the

	<i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</i>
Part 4A General Development Code	Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</i>
Part 5 Industrial and Business Alterations Code	Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</i>
Part 5A Industrial and Business Buildings Code	Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</i>
Part 5B Container Recycling Facilities Code	Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</i>
Part 6 Subdivisions Code	Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</i>
Part 7 Demolition Code	Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</i>
Part 8 Fire Safety Code	Complying Development may be carried out under this code subject to meeting all of the requirements of the <i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.</i>
Part 9 Agritourism and Farm Stay Accommodation Code	The Agritourism and Farm Stay Accommodation Code does not apply to the Willoughby Local Government Area and therefore Complying Development cannot be carried out under this code.

Item 5 – Exempt Development Exclusions

Is the land, land on which exempt development may be carried out under clauses 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008?

Exempt Development under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Item 6 - Affected building notices and building product rectification orders

1. Is any affected building notice in force in respect of the land?

No.

2. Is any building product rectification order in force in respect of the land that has not been fully complied with?

No.

3. Has a notice of intention to make a building product rectification order been given in respect of that land that is outstanding?

No.

In this item:

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

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

Item 7 - Land reserved for acquisition

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

No.

Item 8 - Road widening and road realignment

Is the land affected by any road widening and road realignment under:

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

No.

b) Any environmental planning instrument

No.

c) Any resolution of the Council?

No.

Item 9 - Flood related development controls information

1. Is development on the land or part of the land located within a flood planning area and subject to flood related development controls.

No.

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

No.

In this item:

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

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

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

Item 10 – Council and other public authority policies on hazard risk restrictions

(a) Whether or not the land is affected by a policy adopted by the Council that restricts the development of the land because of the likelihood of:

(i) land slip	No
(ii) bushfire	No
(iii) tidal inundation	No
(iv) subsidence	No
(v) acid sulphate soils	No, see below
(vi) land contamination	Willoughby City Council – Contaminated Land Policy (2020)
(vii) aircraft noise	No
(viii) salinity	No
(ix) coastal hazards	No
(x) sea level rise	No
(xi) Other Risk	No

Acid Sulphate Soils: Council has not adopted a policy on Acid Sulphate Soils, however Acid Sulphate Soils have been mapped (refer to *Willoughby Local Environmental Plan 2012* Acid Sulphate Soils Maps). Clause 6.1 of the LEP must be addressed if development is proposed where there are Acid Sulphate Soils.

(b) Whether or not the land is affected by a policy adopted by another public authority (if the public authority has notified the council that the policy will be included in a planning certificate issued by the council) that restricts the development of the land because of the likelihood of:

(i) land slip	No
(ii) bushfire	No
(iii) tidal inundation	No
(iv) subsidence	No
(v) acid sulphate soils	No
(vi) land contamination	No
(vii) aircraft noise	No
(viii) salinity	No
(ix) coastal hazards	No
(x) sea level rise	No
(xi) Other Risk	No

Item 11 – Bush fire prone land

None of the land is bush fire prone land.

Item 12 – Loose-fill asbestos insulation

Has Council been notified that the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division?

No. Contact NSW Fair Trading for more information.

Item 13 - Mine subsidence

Is the land proclaimed to be in a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017?

No.

Item 14 - Paper subdivision information

Has a development plan been adopted that applies to the land or that is proposed to be subject to a consent ballot?

No.

Item 15 - Property vegetation plans

Has Council been notified (by the person or body that approved the plan) of the existence of a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applying to the land?

No.

Item 16 – Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016?

No.

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

Item 17 - Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

No.

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

Item 18 - Orders under Trees (Disputes Between Neighbours) Act 2006

Has Council been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

N/A

Item 19 - Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

Has the owner (or any previous owner) of the land 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.

Item 20 - Western Sydney Aerotropolis

State Environmental Planning Policy (Precincts—Western Parkland City) 2021, Chapter 4 does not apply to the land.

Item 21 - Development consent conditions for seniors housing

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

Conditions from a development consent (granted after 11 October 2007) are registered on title if they are of a kind set out in clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*.

Item 22 - Site compatibility certificates and development consent conditions for affordable rental housing

1. Is Council aware of a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate in relation to proposed development on the land?

No.

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

Conditions from a development consent are registered on title if they are of a kind set out in clause 22(1) or 40 (1) of the *State Environmental Planning Policy (Housing) 2021*.

3. Have any terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 been imposed as a condition of development consent in relation to the land?

Conditions from a development consent (granted after 11 October 2007) are registered on title if they are of a kind set out in clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*.

In this Item:

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

Item 23 - Water or sewerage services

Are water or sewerage services provided or to be provided to the land under the Water Industry Competition Act 2006?

No.

Matters arising under Section 59(2) of the Contaminated Land Management Act 1997(CLM Act).

At the date of this certificate, is the land (or part of the land) to which this certificate relates to:

(a) Significantly contaminated land within the meaning of the CLM Act?

No.

(b) Subject to a management order within the meaning of the CLM Act?

No.

(c) Subject to an approved voluntary management proposal within the meaning of the CLM Act?

No.

(d) Subject to an ongoing maintenance order within the meaning of the CLM Act?

No.

(e) Subject of a site audit statement and a copy of such a statement has been provided to the Council?

No.

Note: This information was sourced from the record under section 58 of the *Contaminated Land Management Act 1997*. If the land does not appear on the record, it may still be affected by contamination. For example: Contamination may be present, but the site has not been regulated by the EPA under the *Contaminated Land Management Act 1997*.

The EPA may be regulating contamination at the site through a license or notice under the Protection of the *Environment Operations Act 1997*.

Contamination at the site may be managed under the *State Environmental Planning Policy No 55-Remediation of Land*.

Disclaimer

The information provided in this certificate has been obtained from Council's records. The Council advises that:

1. The absence of any reference to a matter affecting the land shall not imply that the land is not affected by that matter.
2. Information provided under section 10.7(2) is in accordance with the matters prescribed under schedule 2 of the *Environmental Planning and Assessment Regulation 2021* and is provided only to the extent that the Council has been notified by NSW Public Works or the Department of Planning.
3. When advice in accordance with section 10.7(5) is requested, the Council is under no obligation to furnish any advice. If advice is provided Council draws your attention to section 10.7(6) and schedule 6 of the *Environmental Planning and Assessment Act 1979* which have the effect that Council shall not incur any liability in respect of advice provided in good faith pursuant to section 10.7(5), including the furnishing of advice in respect of contaminated land.
4. Other authorities may hold information in respect of the property not contained in Council's records.
5. The instrument(s) referred to in this certificate may contain further information in respect to the property. In order to understand the effects of the instrument(s) on the property, the Council advises that the whole of each instrument(s) should be read and considered. This certificate cannot be used as a substitute for reading the whole of the instrument(s) referred to in this certificate.
6. It may be appropriate to obtain legal or other expert advice in respect to matters contained in this certificate or the instruments referred to in this certificate.
7. The Council is not liable in respect of any error, inaccuracy, or omission in this certificate.

Any enquiries regarding State and Regional Environmental Planning Policies should be directed to the Department of Planning at <http://www.planning.nsw.gov.au/contact-us>

Please contact Council's Strategic Planning section for enquiries about this Planning Certificate.

Hugh Phemister
GENERAL MANAGER

26 February 2025

Infotrack Pty Limited

Reference number: 8004106606

Property address: U 2/6 Kooringa Rd Chatswood NSW 2067

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

26 February 2025

Infotrack Pty Limited

Reference number: 8004106605

Property address: U 2/6 Kooringa Rd Chatswood NSW 2067

Service location print is not available

Unfortunately, we don't have a Service location print available for this property.

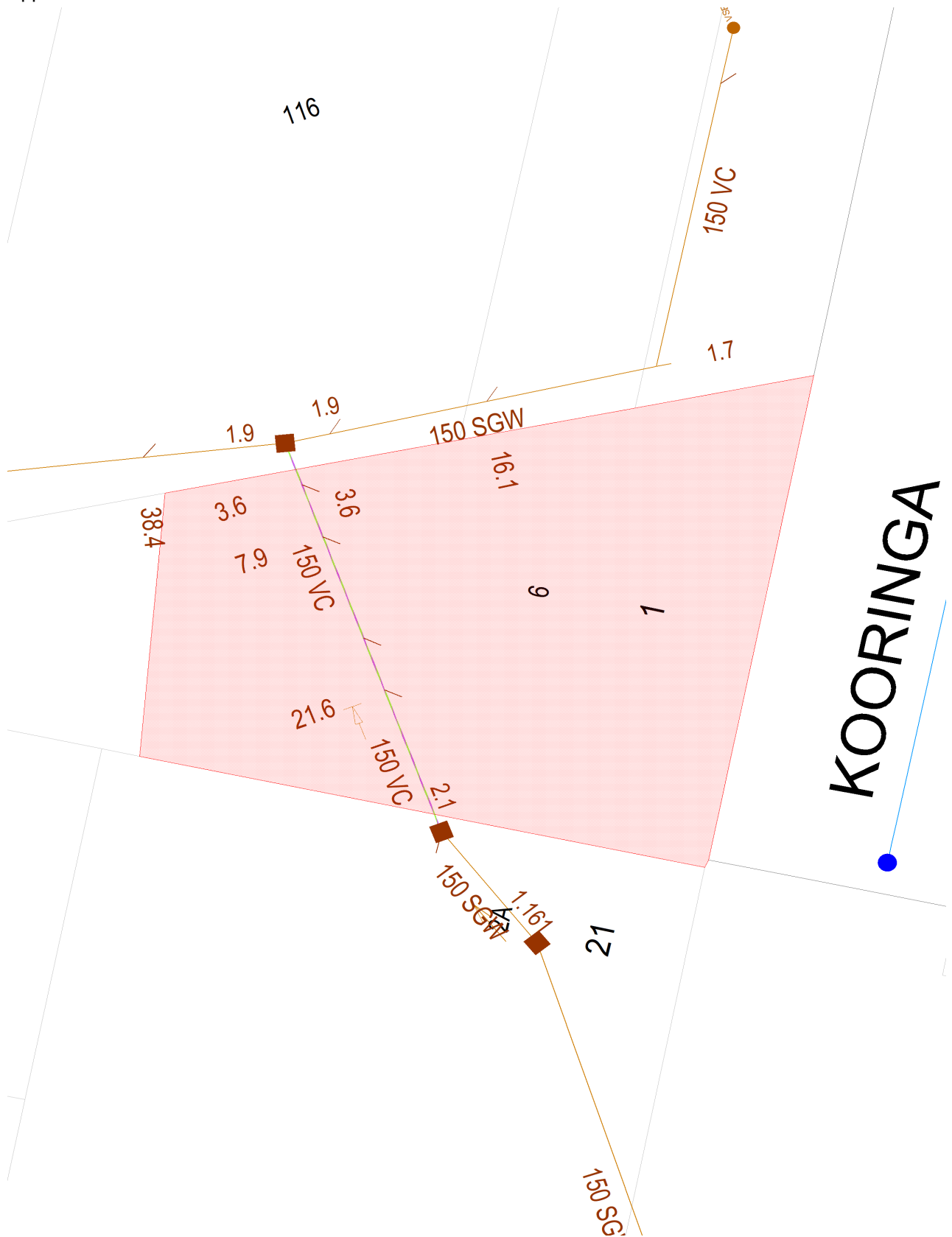
The fee you paid has been used to cover the cost of searching our records.

Sincerely

The Sydney Water team

Service Location Print

Application Number: 2037682



Document generated at 11-12-2024 05:59:22 PM

Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

Disclaimer

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



OCCUPATION CERTIFICATE No. C2020044

Issued under the Environmental Planning and Assessment Act 1979 - Part 6, Division 6.3, Sections 6.9, 6.10, 6.11

Applicant

Name: Yi Fang C-/ FY Property Pty Ltd
Address: 181 Loxs Toad, North Ryde NSW 2113

Property Details

Address: 2-6 Kooringa Road, Chatswood NSW 2067
Lot No: 1, 2, A
Section: -
DP No: DP112909, DP95346
Municipality: Willoughby City Council

Building Details

Whole/Part: Whole
Use: Residential
BCA classification: 2, 7a

Development Consent

DA no.: DA-2019/87
Date of Determination: 20 October 2020
Date of Lapse: 21 October 2025

Determination

Type of Certificate: Final
Approved/Refused: Approved
Date of Determination: 03 December 2024

Attachments

1. Fire safety schedule.
2. Final Fire Safety Certificate.
3. Application Form for Occupation Certificate.
4. Structural certification, dated 31/10/2024 and prepared by Hoirzon Engineers.
5. Civil services installation certification, dated 31/10/2024 and prepared by Acor Consultants Pty Ltd.
6. Civil Works-As-Executed Plans
7. Civil services installation certification, dated 18/09/2024 and prepared by DXcore Pty Ltd.
8. Civil Compliance certificate, dated 12/11/2024 and prepared by Willoughby City Council.
9. Stormwater services installation certification, dated 25/11/2024 and prepared by Prime Plumbing & Services Pty Ltd.
10. Electrical services installation certification, dated 19/08/2024 and prepared by High Rise Electrics & Construction Pty Ltd.
11. Hydraulic services installation certification, dated 28/11/2024 and prepared by Prime Plumbing & Services Pty Ltd.
12. Plumbing services installation certification, dated 19/08/2024 and prepared by Ebrahim Hossein Noori.
13. Mechanical services installation certification, dated 25/11/2024 and prepared by Erbas and Associates Pty Ltd.
14. Mechanical services installation certification, dated 12/11/2024 and prepared by DA Vid Group Pty Ltd.
15. Fire services installation certification, dated 15/08/2024 and prepared by DA Vid Group Pty Ltd.
16. Fire services installation certification, dated 05/11/2024 and prepared by Firechief Fire Services Pty Ltd.
17. Fire services installation certification, dated 05/11/2024 and prepared by Firechief Fire Services Pty Ltd.
18. Fire services installation certification, dated 19/08/2024 and prepared by High Rise Electrics & Construction Pty Ltd.
19. Fire services installation certification, dated 19/08/2024 and prepared by High Rise Electrics & Construction Pty Ltd.
20. Fire services installation certification, dated 21/08/2024 and prepared by Firechief Fire Services Pty Ltd.
21. Fire services installation certification, dated 15/08/2024 and prepared by DA Vid Group Pty Ltd.
22. Fire services installation certification, dated 20/08/2024 and prepared by Prime Plumbing & Services Pty Ltd.
23. Fire services installation certification, dated 13/08/2024 and prepared by Fusion Fire Protection Pty Ltd.

24. Fire services installation certification, dated 21/08/2024 and prepared by Firechief Fire Services Pty Ltd.
25. Fire services installation certification, dated 21/08/2024 and prepared by Firechief Fire Services Pty Ltd.
26. Fire services installation certification, dated 13/08/2024 and prepared by Fusion Fire Protection Pty Ltd.
27. Fire services installation certification, dated 24/09/2024 and prepared by Trescon Pty Ltd.
28. Fire services installation certification, dated 21/08/2024 and prepared by Firechief Fire Services Pty Ltd.
29. Fire services installation certification, dated 24/09/2024 and prepared by Prime Plumbing & Services Pty Ltd.
30. Fire services installation certification, dated 19/09/2024 and prepared by Fusion Fire Protection Pty Ltd.
31. Fire services installation certification, dated 25/09/2024 and prepared by BEM Interior Pty Ltd.
32. Fire services installation certification, dated 16/09/2024 and prepared by Firechief Fire Services Pty Ltd.
33. Fire seal penetration matrix, dated 17/06/2024 and prepared by EBS Consultants Pty Ltd.
34. Fire door installation certification, dated 11/09/2024 and prepared by Alboa Doors.
35. Fire door installation certification, dated 23/10/2024 and prepared by Konstruct It Pty Ltd.
36. Confirmation of BASIX compliance, dated 16/08/2024 and prepared by Trescon Pty Ltd.
37. Confirmation of Section J compliance and sound insulation compliance, dated 16/08/2024 and prepared by Trescon Pty Ltd.
38. Lightweight fire rated construction certification, dated 11/08/2024 and prepared by BEM Interior.
39. Sydney Water Section 73 Certificate.
40. Confirmation of AS2890 Compliance, dated 11/09/2024 and prepared by Stronghold Engineers Pty Ltd.
41. Slip resistance ratings.
42. Glazing certification, dated 08/08/2024 and prepared by Tamar Windows Pty Ltd.
43. Shower certification, dated 30/10/2024 and prepared by Berbic Pty Ltd.
44. Waterproofing certification, dated 05/11/2024 and prepared by Prime Waterproofing Pty Ltd.
45. Acoustic certification, dated 29/10/2024 and prepared by Acouras Consultancy.
46. Demolition certification, dated 08/04/2021 and prepared by Holden Rock Construction.
47. Waste Receipt Dockets.
48. Handrails & Balustrades installation certification, dated 11/09/2024 and prepared by Lindton Pty Ltd.
49. Lift installation certification, dated 31/10/2024 and prepared by Easy Living Home Elevators.
50. Public Domain Works-as-Executed Plans.
51. Section 88E Positive Covenant.
52. Termite installation certification, dated 15/06/2023 and prepared by AAK Pest Services Pty Ltd.
53. Condition 48 - compliance certification, dated 16/08/2024 and prepared by Trescon Pty Ltd.
54. Condition 52 - council satisfaction, dated 25/10/2024 and prepared by Willoughby City Council.
55. Condition 55 - compliance certification, dated 20/08/2024 and prepared by Prime Plumbing & Services.
56. Condition 56 & 57 - compliance certification, dated 16/08/2024 and prepared by Trescon Pty Ltd.
57. Condition 59 - compliance certification, dated 12/09/2024 and prepared by Prime Plumbing & Services.
58. Condition 60 - onsite stormwater detention record, dated 18/09/2024 and prepared by Acor Consultants.
59. Condition 63 - compliance certification, dated 16/08/2024 and prepared by Trescon Pty Ltd.
60. Condition 64 - compliance certification, dated 16/08/2024 and prepared by Trescon Pty Ltd.
61. Condition 65 - compliance certification, dated 16/08/2024 and prepared by Trescon Pty Ltd.
62. Condition 66 - compliance certification, dated 16/08/2024 and prepared by Trescon Pty Ltd.
63. Condition 67 - vehicular crossing formwork inspection report, dated 29/08/2024 and prepared by Willoughby City Council.
64. Condition 70 - bond payment receipt, dated 17/10/2024 and prepared by Willoughby City Council.
65. Condition 71 - compliance certification, dated 16/08/2024 and prepared by Trescon Pty Ltd.
66. Condition 72 - compliance certification, dated 16/08/2024 and prepared by Trescon Pty Ltd.
67. Condition 74 - easement compliance certification, dated 13/09/2024 and prepared by RGM Property Surveys Pty Ltd.
68. Condition 75 - compliance certification, dated 16/08/2024 and prepared by Trescon Pty Ltd.
69. Condition 76 - compliance certification, dated 16/08/2024 and prepared by Trescon Pty Ltd.
70. Condition 77 & 78 - arborist compliance certification, dated 19/08/2024 and prepared by Nick Maynard C-/ Treerepairs.
71. Condition 80 - compliance certification, dated 16/08/2024 and prepared by Trescon Pty Ltd.
72. Final identification survey report, dated 29/04/2021 and prepared by RGM Property Surveys Pty Ltd.
73. Fire engineering compliance certificate, dated 31/10/2024 and prepared by Lote Consulting Pty Ltd.
74. Building practitioner contractor document.

Inspections

- Footing – 22/08/2022
- prior to covering of fire protection at service penetrations to building elements that are required to resist internal fire or smoke spread, inspection of a minimum of one of each type of protection method for each type of service, on each storey of the building comprising the building work – 17/05/2024
- prior to covering the junction of any internal fire-resisting construction bounding a sole-occupancy unit, and any other building element required to resist internal fire spread, inspection of a minimum of 30% of sole-occupancy units on each storey of the building containing sole-occupancy units, and – 29/05/2024
- prior to covering of waterproofing in any wet areas, for a minimum of 10% of rooms with wet areas within a building- 16/04/2024
- Stormwater- 13/04/2024

- Final- 29/10/2024

Certificate Final / Principal Certifying Authority

I, Alex Mullin certify that;

- I have been appointed as the principal certifying authority for the development.
- A current development consent/Complying Development Certificate is in force with respect to the building.
- If any building work has been carried out, a current development consent/Complying Development Certificate has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- That the health and safety of the occupants has been taken into consideration for a part occupation certificate.
- Where required, a final fire safety certificate has been issued for the building.
- Where required, a report from the Commissioner of Fire Brigades has been considered, if required.

Signature

Alex Mullin
Building Surveyor – Unrestricted
BDC Registration No. 1857
Construction Certification Solutions Pty Ltd
ABN: 35 166 705 602

Date of determination

03 December 2024

Certificate Number

C2020044

ATTACHMENT 1

Fire Safety Schedule

(Pursuant to Section 49(2) of the Environmental Planning and Assessment
(Development Certification and Fire Safety) Regulation 2021)

Essential Fire Safety Measures	Standard of Performance
AUTOMATIC FIRE DETECTION AND ALARM SYSTEM	NCC 2019 AMENDMENT 1, CLAUSE E2.2, SPEC E2.2A, SPEC E2.2A, AS 3786-2014, AS 1670.1-2018 AND FIRE ENGINEERING REPORT NO. 370758-LOTEFER-2_6KOORINGARD-REVH, DATED 22/05/2024 AND PREPARED BY LOTE CONSULTING PTY LTD.
AUTOMATIC SHUTDOWN AIR HANDLING SYSTEMS	NCC 2019 AMENDMENT 1, CLAUSE E2.3 NSW TABLE E2.2B
EMERGENCY LIGHTING	NCC 2019 AMENDMENT 1, CLAUSE E4.2 & E4.4, AS 2293.1-2018 AND FIRE ENGINEERING REPORT NO. 370758-LOTEFER-2_6KOORINGARD-REVH, DATED 22/05/2024 AND PREPARED BY LOTE CONSULTING PTY LTD.
EMERGENCY LIFT	NCC 2019 AMENDMENT 1, CLAUSE E3.4
EXIT AND DIRECTIONAL SIGNAGE	NCC 2019 AMENDMENT 1, CLAUSE E4.4, E4.5, (NSW E4.6) & E4.8, AS 2293.1-2018 AND FIRE ENGINEERING REPORT NO. 370758-LOTEFER-2_6KOORINGARD-REVH, DATED 22/05/2024 AND PREPARED BY LOTE CONSULTING PTY LTD.
FIRE ALARM MONITORING SYSTEM	NCC 2019 AMENDMENT 1, SPEC E2.2A, SPEC E2.2D, AS 1670.3-2018
FIRE DAMPERS	NCC 2019 AMENDMENT 1, CLAUSE C3.15, AS/NZS 1668.1-2015, AS 1682.2-2015
FIRE DOORSETS	NCC 2019 AMENDMENT 1, CLAUSE C2.12, C2.13, C3.4, C3.6, C3.8, C3.11, SPEC C3.4, AS 1905.1-2015
FIRE HYDRANT SYSTEMS	NCC 2019 AMENDMENT 1, CLAUSE E1.3, AS 2419.1-2005 AND FIRE ENGINEERING REPORT NO. 370758-LOTEFER-2_6KOORINGARD-REVH, DATED 22/05/2024 AND PREPARED BY LOTE CONSULTING PTY LTD.
FIRE HOSE REEL SYSTEMS	NCC 2019 AMENDMENT 1, CLAUSE E1.4, AS 2441-2005 AND FIRE ENGINEERING REPORT NO. 370758-LOTEFER-2_6KOORINGARD-REVH, DATED 22/05/2024 AND PREPARED BY LOTE CONSULTING PTY LTD.
FIRE SEALS (PROTECTING OPENINGS AND SERVICE PENETRATIONS IN FIRE RESISTING COMPONENTS OF THE BUILDING)	NCC 2019 AMENDMENT 1, CLAUSE C3.15, SPEC C3.15, AS1530.4-2014, AS4072.1-2005, MANUFACTURER'S SPECIFICATIONS
LIGHTWEIGHT CONSTRUCTION	NCC 2019 AMENDMENT 1, CLAUSE C1.8, SPEC A5.4, SPEC C1.8, AS1530.4-2014,MANUFACTURER'S SPECIFICATIONS
MECHANICAL AIR HANDLING SYSTEMS	NCC 2019 AMENDMENT 1, CLAUSE C2.12, C3.15, D1.7, E2.2, TABLE E2.2A, SPEC E2.2B, F4.12, AS/NZS 1668.1-2015, AS 1668.2-2012 (CLAUSE 5.5 CAR PARK EXHAUST OPERATION)
OCCUPANT WARNING SYSTEM	NCC 2019 AMENDMENT 1, CLAUSE E2.2, SPEC E2.2A (CLAUSE 6), AS 1670.1-2018
PORTABLE FIRE EXTINGUISHERS	NCC 2019 AMENDMENT 1, CLAUSE E1.6, AS 2444-2001 AND FIRE ENGINEERING REPORT NO. 370758-LOTEFER-2_6KOORINGARD-REVH, DATED 22/05/2024 AND PREPARED BY LOTE CONSULTING PTY LTD.
WARNING AND OPERATIONAL SIGNS	NCC 2019 AMENDMENT 1, CLAUSE C3.6, D2.23, D3.6, E3.3, SPEC E1.8, CLAUSE 183 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000

Certificate in respect of insurance for residential building work

Policy No:

Policy Date:

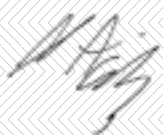
A contract of insurance complying with sections 92 and 96 of the **Home Building Act 1989** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the **State Insurance and Care Governance Act 2015**.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	
Description of construction as advised by builder^	
At	
Site plan number^	
Site plan type^	
Homeowner	
Carried out by	
Licence number	
Builder job number^	
Contract amount^	
Contract date^	
Premium paid	
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.



Certificate No:

Issued on:

Nathan Agius, General Manager, Underwriting IfNSW & HBCF
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)* :
 - (a) has either the vendor or any predecessor or the tenant applied to the Consumer, Trader and Tenancy Tribunal for an order?
 - (b) have any orders been made by the Consumer, Trader and Tenancy Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

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

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
- 17. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18. (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations, notices and claims

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

Owners corporation management

- 20. Has the initial period expired?
- 21. If the property includes a utility lot, please specify the restrictions.
- 22. If there are any applications or orders under Chapter 5 of the Act, please provide details.
- 23. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Requisitions and transfer

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