

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Longevity Investment Group Suite 503, 580 George street, Sydney NSW 2000	Phone: 02 9763 1126 Fax:
co-agent		Ref: Aaron Cao
vendor	HONGRUI CAI	
vendor's solicitor	Mirikarl Partners Level 1, 4 Railway Parade Burwood NSW 2134	Phone: (02) 9715 4743 Fax:
date for completion	42 days after the contract date	(clause 15) Email: rick@mirikarl.com.au
land	10/235 Homebush Road Strathfield NSW 2135 (Address, plan details and title reference) Registered Plan: Lot 10 in Strata Plan 94969 Folio Identifier: 10/SP94969	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

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

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

NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4)

PEXA

Manual transaction (clause 30)

NO yes

(if yes, vendor must provide further details, including any applicable 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 sale is not a taxable supply because (one or more of the following may apply) the sale is:

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

Purchaser must make an *GSTRW payment* (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 (GST 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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

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

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

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

Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

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

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

Sarrafa Strata
 PO BOX 520 Hurstville BC NSW 1481

Ph: 1300 002 888
 Email: admin@sarrafastrata.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 – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served 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 – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the period; and a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

10 / 235 HOMEBUSH RD STRATHFIELD NSW 2135

LEGAL PRACTITIONERS CERTIFICATE

SECTION 66W OF THE CONVEYANCING ACT 1919

I, _____ Solicitor/ Licensed Conveyancer certifies as follows: -

- (a) I am a Solicitor/ Licensed Conveyancer currently admitted to practice in New South Wales.
- (b) I am giving this certificate in accordance – with s.66 W of the Conveyancing Act 1919 with reference to a contract for the sale of property

.....
(address)

from.....
(the “Vendor”)

to.....
(the “Purchaser”)

in order that there is no cooling off period in relation to that Contract.

- (c) I do not act for the Vendor and am not employed in the legal practice of a solicitor acting for the Vendor nor am I a member or employee of a firm of which a solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the Purchaser:-
 - (i) the effect of the contract for the purchase of that property,
 - (ii) the nature of this certificate; and
 - (iii) that the effect of giving this certificate to the vendor is that there is no cooling off period in relation to the Contract.

Dated: _____ day of _____ 20

Signed:.....
(signature)

CONDITIONS OF SALE BY AUCTION

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

Bidders record means the bidders record to be kept pursuant to clause 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 interest 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 sub clause 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 sub clause 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 announces "vendor bid".

3. The following conditions, in addition to those prescribed by sub clause 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.

SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

1. Amendments to the 2022 edition Contract for the Sale of Land Clause 7.
- 1.1 1.1 is amended by substituting "5%" with "1%"
- 1.2 Clause 8.1.1: delete the words "on reasonable grounds".
- 1.3 Clause 14.4.2 deleted.
- 1.4 23.13 is amended by replacing the word "vendor" with the word "purchaser", and replacing the word "7 days" with the word "14 days";
- 1.5 Clauses 23.9 23.14 and 23.17 are deleted;
- 1.6 and Clause 24.3.3: delete.

Purchaser acknowledgments

2

The Purchaser acknowledges and accepts the present condition and state of repair of the inclusions of the property as at the date of this contract and the purchaser is not entitled to make any requisition, claim or objection about; or rescind, terminate or delay completion of this contract because of, any of the matters referred to in this clause or as a result of fair wear and tear occurring between the date of this contract and settlement.

The Purchaser promises that they have entered into contract relying upon their own knowledge, inspection and inquiries, and they do not rely upon any promises, warranties or representations, express or implied (except as maybe specifically contained in this contract) made by or on behalf of the vendor.

The Purchaser acknowledges and agrees that the Purchaser will rely upon their own inquiries with respect to any consents or permits issued under the Environmental Planning & Assessment Act 1979, the Conveyancing Act 1919 or the Local Government Act 1993 in relation to the property.

The Purchaser acknowledges that he is purchasing the property in its present condition and state of repair subject to all faults latent and patent subject to any infestations and dilapidation; subject to all existing services and further, as the result of his own enquiries and inspections and not as the result of any representation made by or on behalf of the Vendor subject to all existing water, sewerage, drainage and connections in respect of the property; subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land subject to fair wear and tear as provided in **clause 10.1.4** as to which the Purchaser shall not require the Vendor to carry out any work on the property after the date of the Contract. AND the Purchaser shall not make any requisition, objection or claim for compensation arising out of any of the matters referred to in this condition nor be entitled to rescind or terminate this contract.

The Purchaser shall not make claim or requisitions, delay completion, rescind, or terminate in respect of presence of any chemicals, chemical residue, contamination, or on the property of asbestos or other hazard on the property.

Requisitions

3.

3.1 For the purpose of clause 5.1 the requisitions or general question about the property or title must be in the form of the attached requisitions.

The purchaser shall be deemed to have served on the vendor's licenced conveyancer/solicitor immediately after the date of this Contract, requisitions in the form attached.

3.2 Subject to section 51A of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2017*, the Purchaser(s) are not entitled to make a requisitions or a claim, or attempt to delay completion or attempt to rescind or terminate this contract due to:

3.2.1 an encroachment by or onto the property; or

3.2.2 any non-compliance with the Local Government Act 1993 or the Environmental Planning and Assessment Act 1979 by the improvements erected on the property.

4. The Purchaser shall not make any requisitions, objection, claim for compensation or delay of settlement if respect of:
- a) any breach of any covenant affecting the property whether upon the title or not;
 - b) any sewer main or the mains or connections for or of any relevant authority for supplier of any such services passing in or over or through the property
 - c) the locations of any gas pipes, electricity wires or telephone wires that exist on the property;
 - d) any rainwater being connected to the sewer; and
 - e) the fact that a boundary of the property is not fenced or that any boundary fence or boundary wall shall not be upon or within such boundary.

Real Estate Agent

5. The Purchaser warrants that he was not introduced to the Vendor or to the property by or through of any Real Estate Agent or any employee of any Real Estate Agent or any person having any connection with a Real Estate Agent other than the Real Estate Agent disclosed herein, if any, referred to on the front page of this contract, and the Purchaser agrees to indemnify and keep indemnified the Vendor against all and any claims, actions, demands, costs (including legal and professional costs incurred by the Vendor) and expenses of any nature which the Vendor may suffer or incur or for which the Vendor may become liable in respect of or arising out as a result of the Purchaser breach of this warranty. This benefit of this clause shall not merge on completion but shall ensure thereafter for the benefit of the Vendor.

Incapacity

6. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause not been included herein, should either party, or if more than one any one of them, prior to completion
- (a) dies or become mentally ill, as defined in the Mental Health Act, then the other party may rescind this contract by notice in writing to the counterpart or his solicitor/conveyancer herein named and the provisions of Clause 19 hereof shall apply.
 - (b) Should either party being a Company, be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors, or being a company resolve to go into liquidation or have a petition for winding up the Purchaser presented or entered into any scheme or arrangement with its creditors or should any liquidator, receiver or official manager be appointed in respect of either party, then that party shall be deemed to be in default hereunder and in the case of the Purchaser so defaulting the provision of **Clause 9** hereof shall apply.

Notice to complete

- 7 In the event of either party failing to complete this contract by the completion date, then the party who is ready, willing and able to complete this contract may be notice in writing (hereafter call Notice to Complete) to the counterpart at any time requiring completion of the contract to take place within 14 days from the date of the service of such notice and in this respect time shall be of the essence. However, the party serving the Notice to Complete may at anytime withdraw the said notice or to extend the time as stipulated in the notice.

The sum of three hundred and eighty-five dollars (\$385.00) inclusive of GST being the legal cost and other expenses incurred as a consequence of the delay, as a genuine-pre-estimate of those additional expenses, in the event that the vendor issues a Notice to Complete.

Interest for late completion

8. If completion does not take place by the completion date due to the default of the Purchaser, the Purchaser shall pay interest on the balance of the purchase monies to the Vendor at the rate of 10% per annum accumulate from and including the completion date as stated on the front page of this contract up to and including the date of actual completion of the contract (Interest for Late completion).

In addition, the Purchaser agrees to pay to the Vendor the amount of two hundred and twenty dollars \$220.00 inclusive of GST to cover the additional legal cost and other expenses incurred by the Vendor as a result of Purchaser's delay.

The purchaser acknowledges that both the interest for late completion and the sum of two hundred and twenty dollars \$220.00 inclusive of GST is a genuine pre-estimate of the Vendor's additional expenses and it is an essential term of this contract that such amount must be paid on or before settlement. The Vendor does not have to complete this contract without the said interest and amount being paid by the Purchaser on or before completion.

Release of Deposit

9. Should the Vendor required, the Purchaser must as soon as practicable, after received the Vendor's notice, authorise and direct the deposit holder to release and pay the deposit to the Vendor or as the Vendor directs. The Vendor may use the deposit for the following purposes:

- a) deposit for the purchase of any other property, either alone or in conjunction with any other party;
- b) payment of stamp duty for the purchase of any other property;
- c) payment to complete the purchase of any other property;
- d) payment of Land Tax with respect to this property.

And the Purchaser shall not be entitled in such circumstances to make any claim for loss of interest that may otherwise have been earned on the deposit.

Consumer Credit Legislation

10. The Purchaser acknowledges that the Vendor has entered into this Contract on the Purchaser's warranty that;
- (i) the Purchaser does not require credit in order to pay for the property; or
 - (ii) if the Purchaser requires credit in order to pay for the property, the purchase has obtained such credit on reasonable terms prior to the date of this contract.

The Purchaser shall not have any right to rescind this Contract by virtue of any non-availability of credit as at the settlement date. The Purchaser further acknowledges that the Vendor relies upon this warranty in entering into this contract and that the Vendor may enter into further contractual obligations on or after the date of this contract in reliance upon this warranty. The Purchaser hereby acknowledges that it shall remain liable to the Vendor for all damages arising from a breach of this warranty notwithstanding any rights which the purchase made have pursuant to the provision of the Uniform Credit Code including Section 124 thereof.

Payment of part deposit

- 11 If the deposit paid by the Purchaser on the date of this contract is less than 10% of the Purchase price, the parties agree that the following should apply:
 - 11.1 At the request of the Purchaser, the Vendor agrees that the deposit is to be paid by way of two instalments;
 - 11.2 The first instalment being 5% of the purchase price shall be paid on the date of this contract;
 - 11.3 The Purchaser must pay the balance of the deposit being 5% of the purchase price on the completion date or any other date as agreed by the parties in writing, or on lawful termination of the Contract by the Vendor whichever date is the earliest.

Environmental Planning Policy

12. The Vendor discloses that SEPP28 has been repealed and that some provisions of SEPP25 and SREP12 that allowed subdivision of dual occupancies have been repealed, and the attached Section 10.7 certificate may be inaccurate in respect of those matters.

Guarantee

13. If the Purchaser is a company, the officer or persons who sign this contract on behalf of the company or who attest the seal of the company on this contract, in consideration of the Vendor entering into this contract, jointly and severally:
 - (a) Guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price.
 - (b) Indemnify the Vendor in respect of any default of the Purchaser under this agreement.

Tenancy

14. (a) Notwithstanding that the contract specified that it is subject to a tenancy, the Purchaser shall not raise any objections or requisitions, claims for compensation, or terminate the contract if the tenancy is not available on settlement.
 - (b) Notwithstanding anything elsewhere herein contained, the parties specifically acknowledge and agree that SHOULD this Contract be subject to VACANT POSSESSION, and, at the date of this Contract being entered into, there is a tenant occupying the property, Completion shall be the later of the due date on the Contract front page or three (3) business days after the tenant vacates the property. This is an essential term of the Contract.

Survey or Building report

15. (a) Unless annexed to this Contract, the purchaser acknowledges that the vendor is not in possession of a survey report or Building Certificate.
 - (b) If a survey report or Building Certificate is attached to this contract, the Purchaser acknowledges having perused the survey report and/or Building Certificate prior to entering into this Contract

(c) The Purchaser will make no objections, requisitions or claims for compensation in relation to any matter disclosed therein, relating thereto or compensation in relation to any matter disclosed therein, relating thereto or arising therefrom. The Purchaser further acknowledges that the original survey report mentioned herein will not be handed over to the Purchaser at settlement.

Provisions apply after completion

16 The provisions of this contract intended to have application after completion to continue to apply notwithstanding completion.

Possession after completion

17 Deleted.

Goods and Services Tax

18 Notwithstanding anything herein contained the parties acknowledge that the purchase price has been determined exclusive of GST (as defined in the statute A New Tax System (Goods and Services Tax 1999) - "the GST Act"). If payment of the purchase price or any part thereof constitutes the consideration for a Taxable Supply (as defined in the GST Act), then the amount of GST payable in respect of that Taxable Supply must be paid by the Purchaser to the Vendor simultaneously with payment of the balance of the purchase price.

If the amount of GST payable is not capable of determination as at the date of payment of the balance of the purchase price, then the Purchaser must pay to the Vendor on demand the sum of 10% of the purchase price if the Vendor serves a letter from the Australian Taxation Office stating the Vendor has to pay GST on the price. The Vendor must provide the Purchaser with a tax invoice (as defined in the GST Act) in respect of the GST payment made by the Purchaser.

Sewerage Mains and Services

19 The Vendor discloses and the Purchaser acknowledges that the Drainage Diagram attached to this Contract is the only one available from Sydney Water and the Purchaser shall not make any claims, objections, requisitions, rescind or delay completion in respect of the drainage diagram as annexed herein.

The purchaser shall take title subject to all existing water, sewerage, drainage, gas, electrical and other mains and services, connections, pipes, or distributors installed within the property hereby sold and in whatever strata or condition the same may be in and whether or not connected to any improvements and the purchaser shall not make any requisition or claim for compensation not be entitled to rescind or fail to complete this contract by reason of any such matter and the purchaser shall be deemed to have satisfied himself as to the position and nature of such installations by virtue of having signed this Contract.

Incoming electronic correspondence

20. A fax or email received after 5.00 pm on a business day is deemed to be received at 9 am the next business day.

Non-reliance on representations, warranties, acknowledgments

21 a. The terms in this contract contain the entire agreement between the parties at the date of the contract despite any:
i. Negotiations or discussions that took place;
ii. Documents signed, marketing documents, brochures produced before the contract date.

b. The Purchaser shall take title subject to the existing water sewerage and drainage, gas, electricity, or other installations and services, if any, to the property and shall make no objection, requisition or claim for compensation if any such services are joint services with any other lot, property or properties or if the sewer of the Sydney Water Corporation passes through or penetrates the property or if the building of which the property forms part is erected over the sewer of the Sydney Water Corporation.

e. The purchaser acknowledges and agrees to buy the property (and any inclusions, improvements, or alterations if applicable contained) to the Conveyancing (Sale of Land) Regulation 2017:

i. subject to any non-compliance with the Local Government Act 1993 (NSW), the Environmental Planning and Assessment Act 1979 (NSW) and the regulations and any ordinance under those Acts in respect of any building and structure on the property;

ii. subject to any encroachment by or upon the property; and

f. subject to any residential building work previously carried out on the property

Swimming Pool

22.

In the event that there is swimming pool erected on the subject property, the vendor discloses that the swimming pool erected on the subject property may not comply with the Swimming Pools Act 1992 and/or Local Government Act 1993 and the purchaser shall not be entitled to make any requisitions or claim for compensation in relation to any defect or fault in respect of any fence or other safety measure in respect of the swimming pool.

Electronic Settlement

23. The Purchaser notes that under choices on page two of the Terms Page of the Contract that this is a proposed electronic transaction.

The Purchaser further agrees that if the Purchaser does not accept the electronic transaction invitation, the purchaser must, in addition to any other money payable under this Contract, pay to the Vendor's Solicitor a fee of \$100+GST on completion as agreed additional costs arising from the completion not being conducted as an electronic transaction plus any additional costs incurred by the Vendor. This clause is an essential clause of this Contract.

Building Certificate

24. 24.1 The Vendor does not have a Building Certificate issued in accordance with sections 149A and 149E of the Environmental Planning and Assessment Act 1979 for the improvements on the land.

The Purchaser may not have the property inspected to obtain a building certificate

The Purchaser may not make a claim or requisitions, delay completion, rescind or

terminate because the Purchaser does not obtain a building certificate before completion.

24.2 Notwithstanding the provisions of Clause 11 hereof it, as a consequence of any application by the Purchaser for a Building Certificate from Local Council:

- a) A work order under any Legislation is made after the date of this Contract or;
- b) The Local Council informs the Purchaser of works to be done it will issue the Building Certificate. The Purchaser is not entitled to make a requisition or claim in respect to such work order, or the work required by the Local Council and if the Contract is completed the Purchaser must comply with such work order and pay the expense of compliance or do the works required at his own expense.

Zoning Certificate

25 25.1 The Vendor declares, and the Purchaser agrees to make no claim, requisitions, demand or to seek to rescind this contract on the basis for the date of issue of the section 10.7 (2) certificate, and in particular regarding the contract therein regarding whether complying development can be carried out on the land.

25.2. The Vendor(s) discloses, and the Purchaser(s) acknowledge that the section 10.7 (2) certificate annexed to this Contract may not be a current section 10.7 (2) certificate. The Purchaser (s) acknowledges this disclosure and shall make no objection, requisition, and claim for compensation or have any right of rescission in relation to this disclosure.

Settlement during the Christmas Period

26.

26.1 The Purchaser(s) agrees that should the settlement date fall from 23rd December 2025 to 16th January 2026, the parties acknowledge that the settlement date will be 16th January 2026.

26.2 In any event, the purchaser(s) request the settlement to take place during the above period, the Purchaser(s) agrees that the purchaser will on completion allow as an adjustment in favor of the vendor, the sum of five hundred and fifty dollars (\$550.00) including GST.

Attachment

27.

27.1 The vendor discloses that the vendor does not warrant the accuracy or completeness of any document in the attachments to this contract.

27.2 The purchaser will not be entitled to make any claim or requisitions, delay completion, rescind or terminate in respect of any matter disclosed or noted in this contract, including in the documentation attached to this contract.

27.3 The purchaser acknowledges and warrants to the vendor that it has relied completely on its own independent enquiries regarding the documents attached to the contract. In case of any or more of the provisions herein contain or any part thereof should be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Land tax assessment notice/settlement letter

28. In any event, if the Vendor requires to pay land tax at settlement, the Vendor agrees to pay the outstanding amount of land tax shown on the Land tax assessment notice/settlement letter issue by the Revenue NSW. The charge on the land will be considered removed upon payment of the amount shown of these documents. The Purchaser agrees to settle and the Purchasers are not entitled to make a requisitions or a claim, or attempt to delay completion or attempt to rescind or terminate this contract due to the Vendor dose not provide the clear s47 land tax certificate prior to or at settlement.

Removal of Brackets

29. If there is a television wall bracket, any bracket or wall mount on the walls of the property, the Vendor will not repair or make good any holes in the wall following the removal of the said bracket or mount and the Purchaser cannot make any claim for compensation, termination, or delay settlement.

Strata Title Special Levies

30. Notwithstanding clauses 23.6 and 23.7, the parties covenant and agree that, if there are or have been any special levies or contributions that are not regular contributions (Special Levies) levied before the contract date, the vendor will pay or allow to the purchaser on completion the amount of any unpaid Special Levies that fall due for payment up to and including the contract date and the purchaser will pay all Special Levies that fall due for payment after the contract date.

The parties also agree that the Vendor shall not be liable for any other special levies raised after the contract date in respect to these works being the subject of the Special Levy or any other works. Further the parties agree that Standard Conditions 11, 23.6.1 and 23.9.1 shall be deleted accordingly. The Purchaser acknowledges and accepts the Property as is and cannot make any objection, requisitions or claim for compensation or delay completion of or seek recession or termination of this Contract because of anything in connection with the matters mentioned in this clause.

Work Order

31. Notwithstanding anything herein contained, the Purchaser agrees and accepts that the Vendor is not required to comply with any Work Order issued against the property under standard condition 11, irrespective of when the Work Order was issued.

Settlement figures and supporting documents

32. Settlement figures and supporting documents are to be submitted to the Vendors' conveyancer two (2) business days before the completion date. If the Purchaser fails to submit settlement figures with supporting documents to the Vendors' conveyancer in accordance with this special condition then the Purchaser shall pay Vendors' conveyancer on completion \$220.00 being a contribution towards additional costs incurred by the vendor arising from the delay.

DIRECTORS/SHAREHOLDERS GUARANTEE AND INDEMNITY

I/We
of

(**the Guarantor**) in consideration of the vendor described in this contract at my/our request agreeing to sell the property described in this contract to the purchaser described in this contract DO HEREBY IRREVOCABLY GUARANTEE to the vendor the due and punctual performance by the purchaser of ALL THE TERMS, CONDITIONS AND OBLIGATIONS of the purchaser under this contract and do further COVENANT AND AGREE THAT I/WE WILL INDEMNIFY and keep the vendor indemnified against any claim (as defined in this contract) howsoever arising which the vendor may suffer and/or incur as a direct or indirect consequence of any and all failures of the purchaser to perform its obligations under this contract.

The Guarantor acknowledges and warrants to the vendor that prior to execution of this guarantee and indemnity that he/she/they has/have read and understood as evidenced by the signatures below the provisions of this contract including all attachments to this contract and, if the Guarantor comprises more than one person, this guarantee and indemnity is provided by all of them jointly and each of them separately.

This guarantee and indemnity binds the Guarantor and the executors, administrators and permitted assigns of the Guarantor.

Executed as a Deed

Signed sealed and)
delivered by)
in the presence of) _____

Signature of witness

Name of witness

Signed sealed and)
delivered by)
in the presence of) _____

Signature of witness

Name of witness

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Date:

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 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies 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.

Replies to STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Date:

1. The Vendor relies on the contract.
2. Not to the Vendor is aware.
3. (a) to (f) The Vendor relies on the Contract.
4. No.
5. (a) to (b) The Vendor relies on the contract.
6. Noted.
7. Not that the Vendor is aware.
8. Not that the Vendor is aware.
9. Refer to the NSW LRS guidelines.
10. Not that the Vendor is aware.
11. The usual adjustments will be made in accordance with the Contract.
12. (a)-(b) Please refer to the section 47 land tax clearance certificate. The Section 47 land tax clearance certificate will be provided.
13. Noted, to the extent of the Vendor's obligation under the Contract, the Purchaser to make and rely on their own enquiries.
14. No.
15. (a) As far as vendor is aware, yes, however, Vendor cannot speak for any predecessors in title, the Purchaser must make and rely on own enquiries
(b) Not that the vendor is aware, the Purchaser to make and rely on their own enquiries
(c) No. The Vendor cannot speak for any predecessors in title, the Purchaser to make and rely on their own enquiries
(d) Not applicable, the Purchaser to make and rely on their own enquiries.
(e) If applicable then this information has been provided. Vendor cannot speak for any predecessors in title, the Purchaser to make and rely on their own enquiries.
16. Not to the Vendors' knowledge, however, the Vendor cannot speak for any predecessors in title, the Purchaser to make and rely on their own enquiries.
17. (a) to (d) Not applicable.
18. (a) The Vendor relies on the contract, presumably to the Vendor and adjoining owners.
(b) Not that the Vendor is aware.
(c) Not that the Vendor is aware, the Purchaser to make and rely on their own enquiries.
19. (a) Not that the vendor is aware, the Purchaser to make and rely on their own enquiries.
(b) Not that the vendor is aware, the Purchaser to make and rely on their own enquiries.
(c)(i)-(iii) No, Other than as may be disclosed in the Contract.
(d)(i)-(vi) Not that the vendor is aware, the Purchaser to make and rely on their own enquiries.
20. Yes.
21. The vendor relies on the contract.
22. Not as far as the vendor is aware.
23. Not as far as the Vendor is aware, however, the Purchaser to make and rely on their own enquiries.
24. Not applicable.
25. This is not a contractual term, however, the transfer is not being signed under a Power of Attorney.
26. Refer to the NSW LRS guidelines.
27. Noted, subject to Contract.
28. The vendor relies on the contract and the vendor does not admit such right of the purchaser.
29. The replies are correct as at the date of this letter and you are not entitled to make the assumption sought.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 10/SP94969

SEARCH DATE	TIME	EDITION NO	DATE
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6/2/2025	10:46 AM	2	19/10/2017

LAND

LOT 10 IN STRATA PLAN 94969
AT STRATHFIELD
LOCAL GOVERNMENT AREA STRATHFIELD

FIRST SCHEDULE

HONGRUI CAI (T AM818171)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94969
- 2 AM818172 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title.

Warning: the information appearing under notations has not been formally recorded in the Register.

Hazlett Information Services hereby certifies that the information contained in this document has been provided electronically by the Registrar-General in accordance with Section 96B(2) of the Real Property Act 1900.

Date and Time of Search: Thu Feb 06 10:46:15 2025

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP94969

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
6/2/2025	10:47 AM	3	23/9/2024

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94969
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT STRATHFIELD
LOCAL GOVERNMENT AREA STRATHFIELD
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SP94969

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94969
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- SARRAF STRATA
P O BOX 520
HURSTVILLE
NSW 1481

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 D923989 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 F992700 RIGHT OF CARRIAGEWAY APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM AFFECTING THE LAND SHOWN 20 FT WIDE IN DP653875
- 4 H130630 EASEMENT FOR DRAINAGE 1.83 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 5 DP1134585 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 6 DP1134585 RIGHT OF ACCESS 6.5 METRE(S) WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 7 AM62937 POSITIVE COVENANT
- 8 SP94969 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 AU432046 INITIAL PERIOD EXPIRED
- 10 AU432046 CONSOLIDATION OF REGISTERED BY-LAWS

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP94969

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 94969

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	10	2	14	3	10	4	10
5	10	6	10	7	9	8	11
9	11	10	11	11	10	12	11
13	13	14	9	15	12	16	12
17	18	18	14	19	15	20	11
21	10	22	12	23	17	24	14
25	14	26	10	27	10	28	12
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33	10	34	12	35	11	36	10
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61	14	62	14	63	14	64	14
65	14	66	14	67	13	68	14
69	14	70	14	71	13	72	14
73	14	74	18	75	15	76	16
77	5	78	15	79	6	80	5
81	4						

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

MIRIP-MREN-CAI

PRINTED ON 6/2/2025

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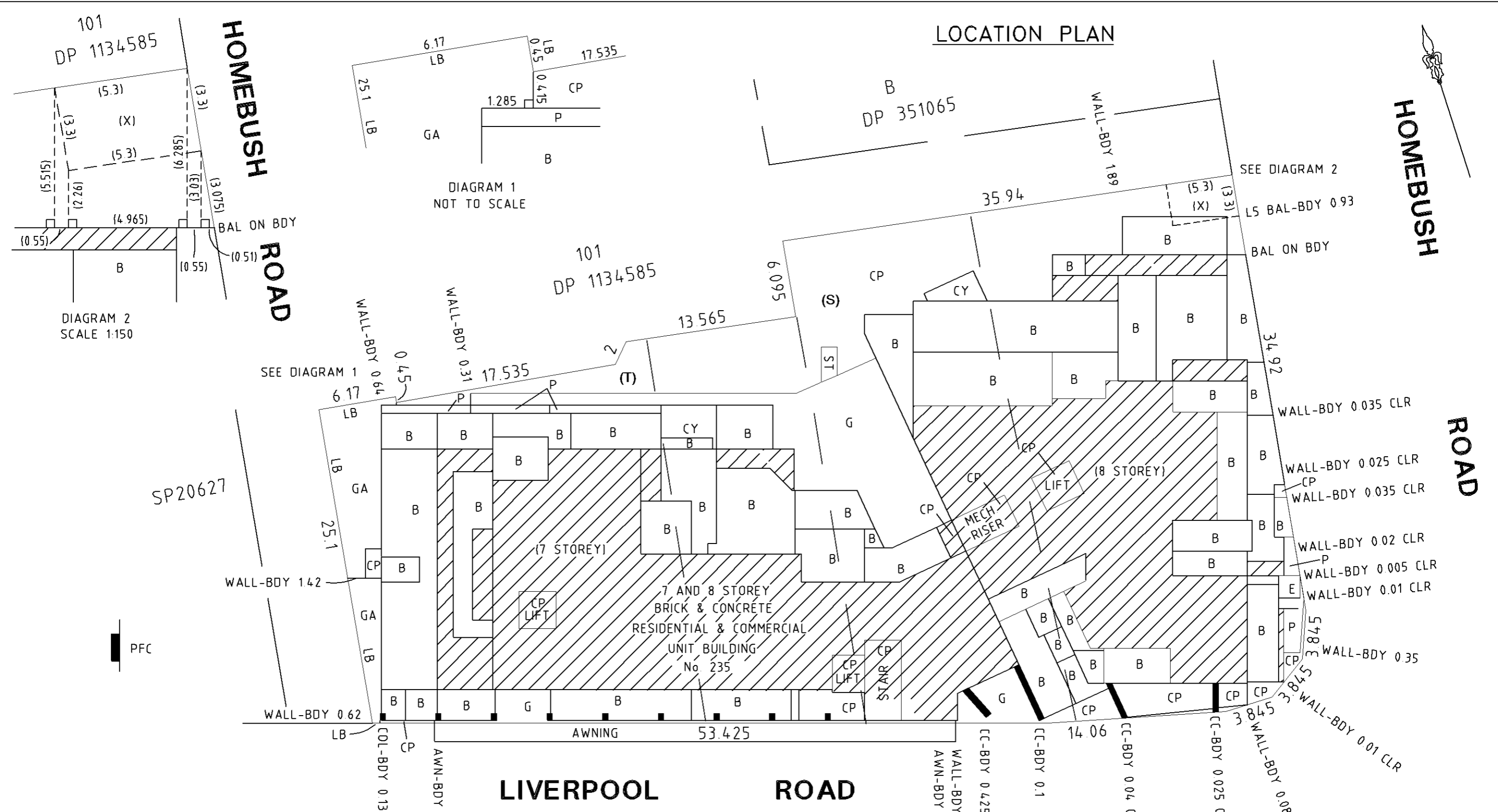
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- PFC PROLONGATION OF FACE OF COLUMN
- CC CLADED COLUMN
- ST STAIR
- B BALCONY
- P PLANTER
- CY COURTYARD
- CP COMMON PROPERTY
- G BASEMENT PARKING BELOW
- E ENTRY
- (X) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE
- LB THE LOT BOUNDARY IS COINCIDENT WITH THE PARCEL BOUNDARY
- THE FIXED METAL PANELS ON THE OUTSIDE OF THE BALCONIES ARE CP
- GA GARDEN AREAS

- (S) COVENANT - D923989
BENEFITED BY RIGHT OF CARRIAGEWAY (F992700)
- (T) BENEFITED BY
- EASEMENT FOR DRAINAGE 1.83 WIDE (H130630)
- EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP1134585)
- RIGHT OF ACCESS 6.5 WIDE (DP1134585)

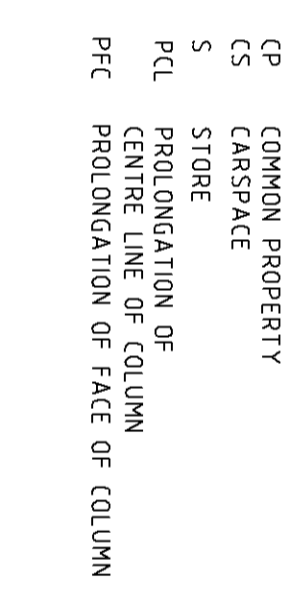
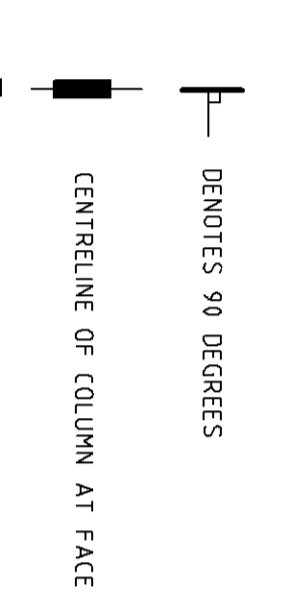
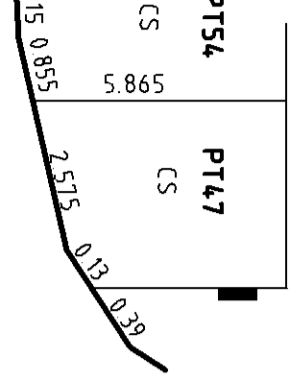
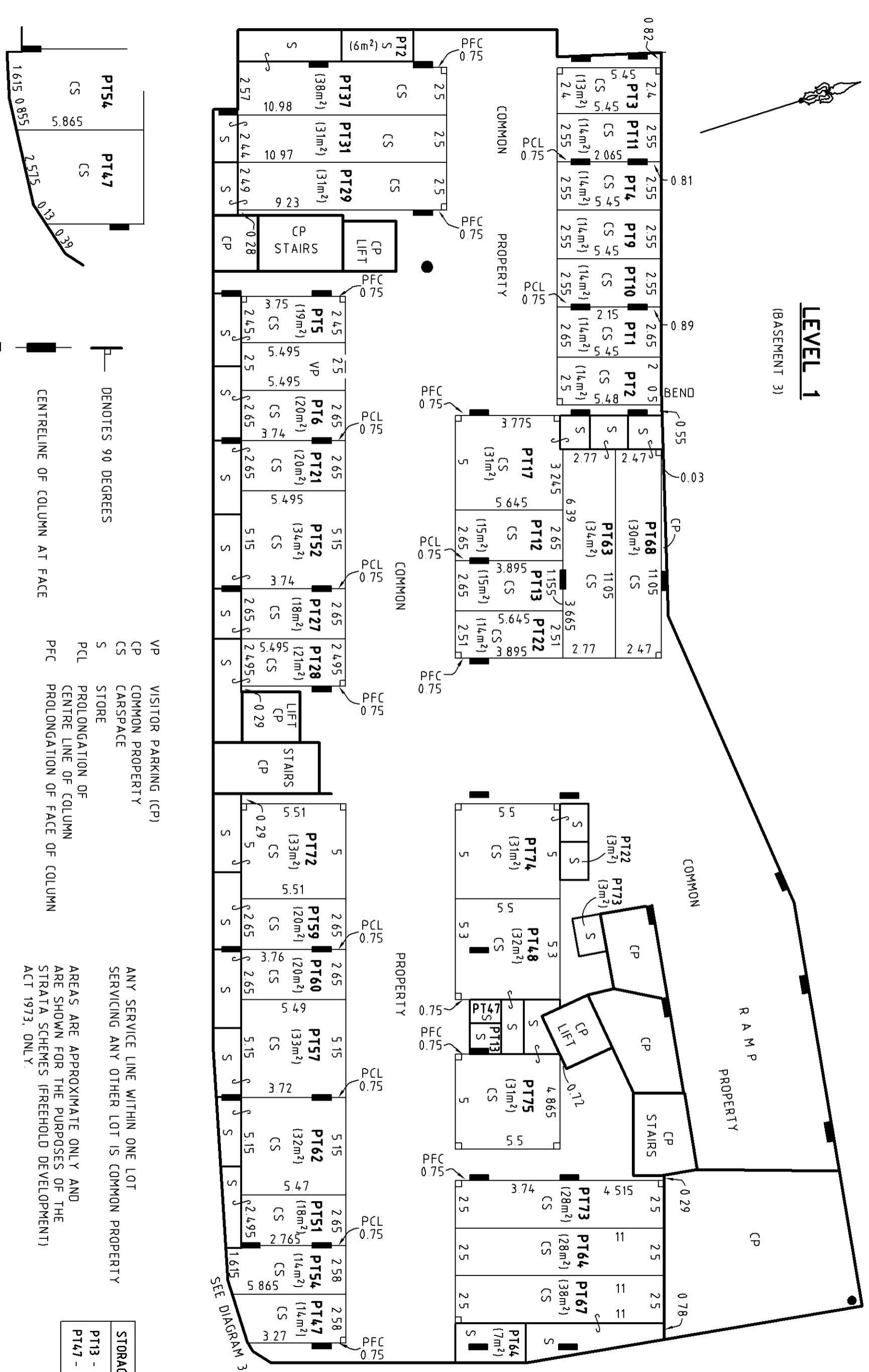
Surveyor: WAYNE R DAVIS
Surveyors Ref: LIVERPOOL RD (473)-SP
Subdivision No: 072016
 Lengths are in metres. Reduction Ratio 1: 300

Registered:
 13.2.2017

SP94969

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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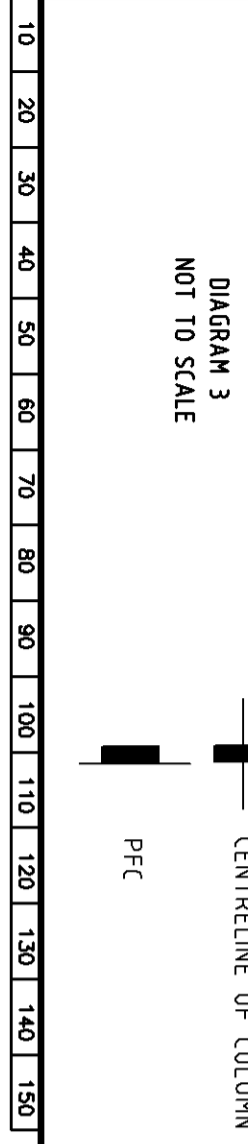
Req:R296782 /Doc:SP 0094969 P /Rev:14-Feb-2017 /NSW LRS /Pgs:ALL /Prt:12-Aug-2022 14:53 /Seq:1 of 16
 © Office of the Registrar-General /Src:CITEC /Ref:218320:CITECai



ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

STORAGE AREAS	
PT13 -	12m ²
PT47 -	12m ²



Surveyor: WAYNE R DAVIS
Surveyors Ref: LIVERPOOL RD (473)-SP
Subdivision No: 072016

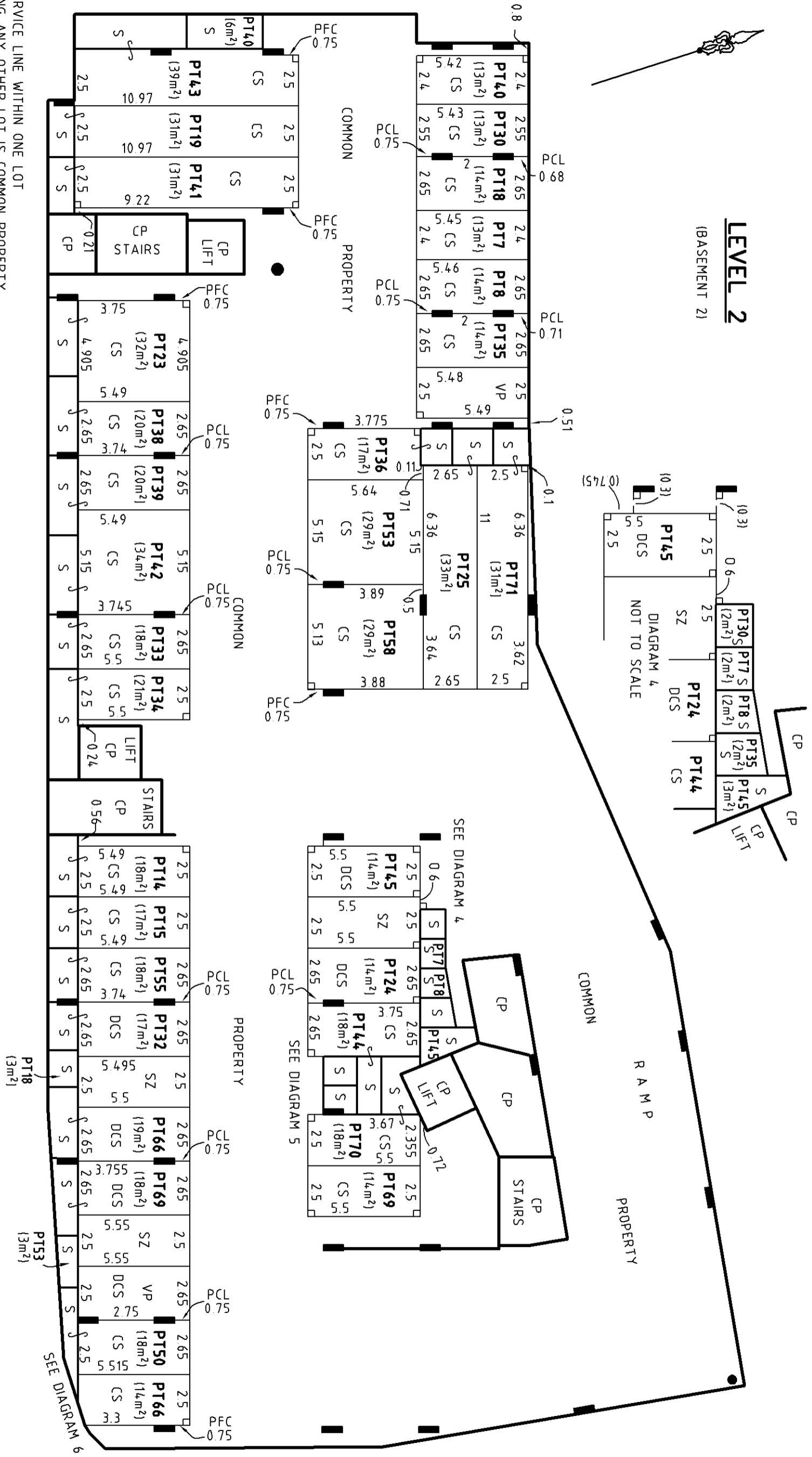
Lengths are in metres. Reduction Ratio 1: 200

Registered: 13.2.2017

SP94969

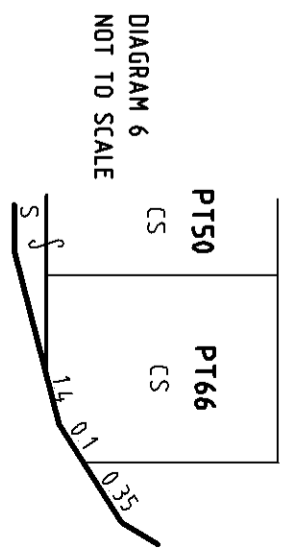
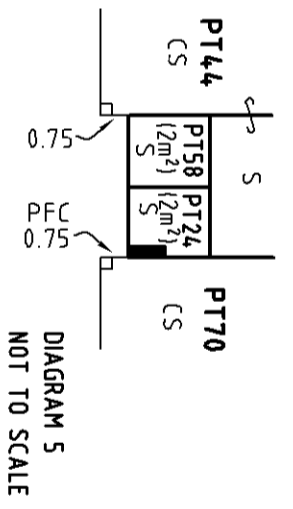
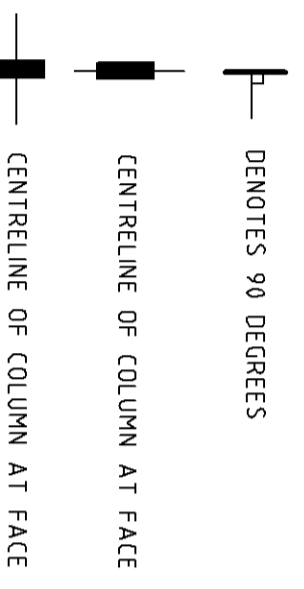


LEVEL 2
(BASEMENT 2)



ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

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



DCS DISABLED CARSPACE
 VP VISITOR PARKING (CP)
 CP COMMON PROPERTY
 CS CARSPACE
 SZ SHARED ZONE (CP)
 S STORE
 PCL PROLONGATION OF CENTRE LINE OF COLUMN
 PFC PROLONGATION OF FACE OF COLUMN

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

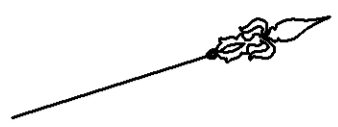
Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **LIVERPOOL RD (473)-SP**
 Subdivision No: **072016**

Registered: **13.2.2017**

SP94969



Lengths are in metres. Reduction Ratio: 1:200




AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

CP COMMON PROPERTY
 B BALCONY
 V VOID (CP)

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

Surveyor: WAYNE R DAVIS
 Surveyors Ref: LIVERPOOL RD (473)-SP
 Subdivision No: 072016

Registered:  13.2.2017

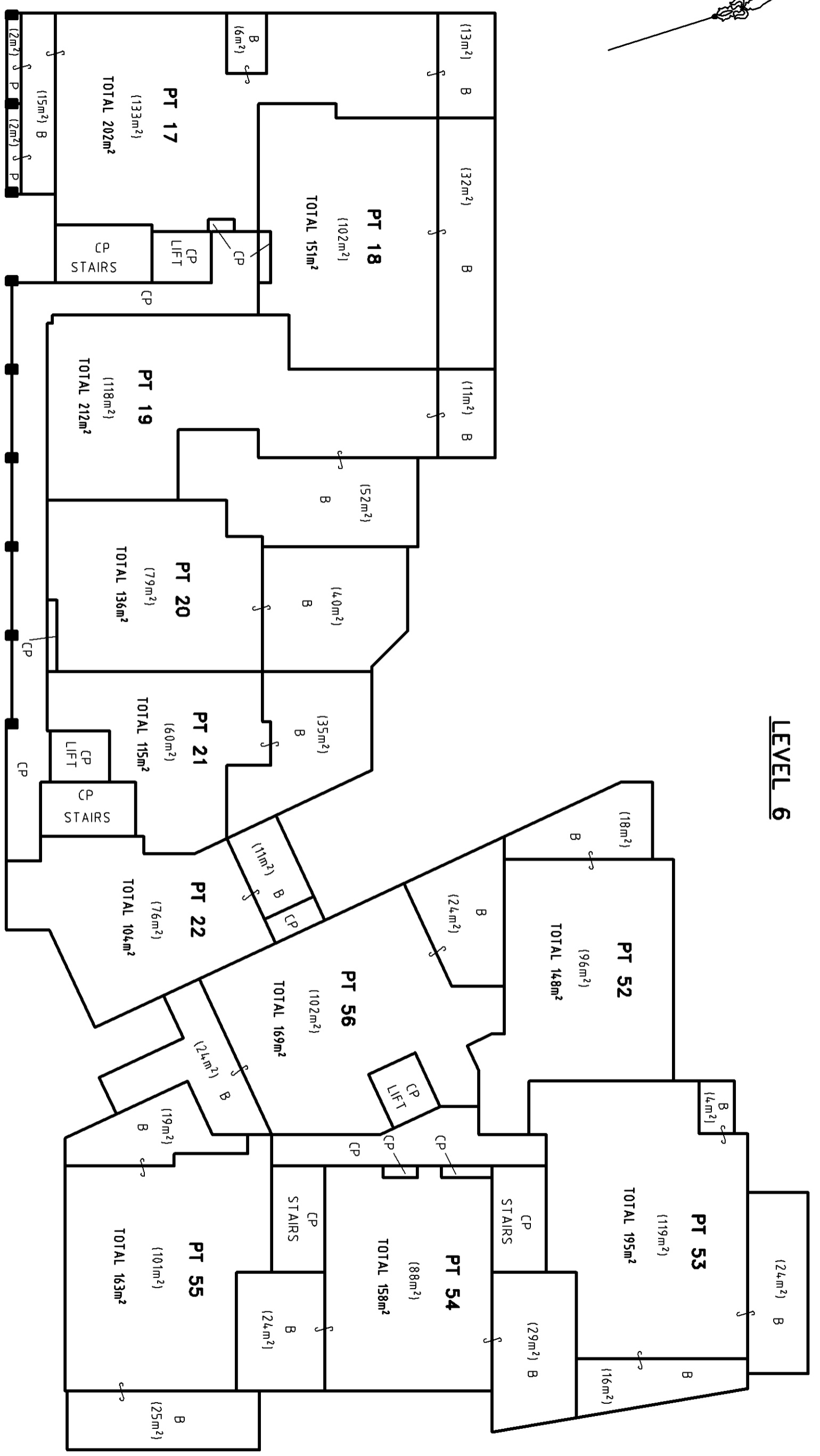
SP94969

Lengths are in metres. Reduction Ratio 1: 200

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LEVEL 6



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES & PLANTERS IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS

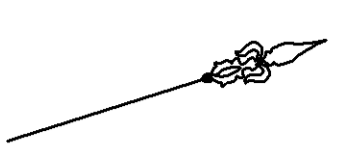
CP COMMON PROPERTY
 P PLANTER
 B BALCONY

Surveyor: WAYNE R DAVIS
Surveyors Ref: LIVERPOOL RD (473)-SP
Subdivision No: 072016

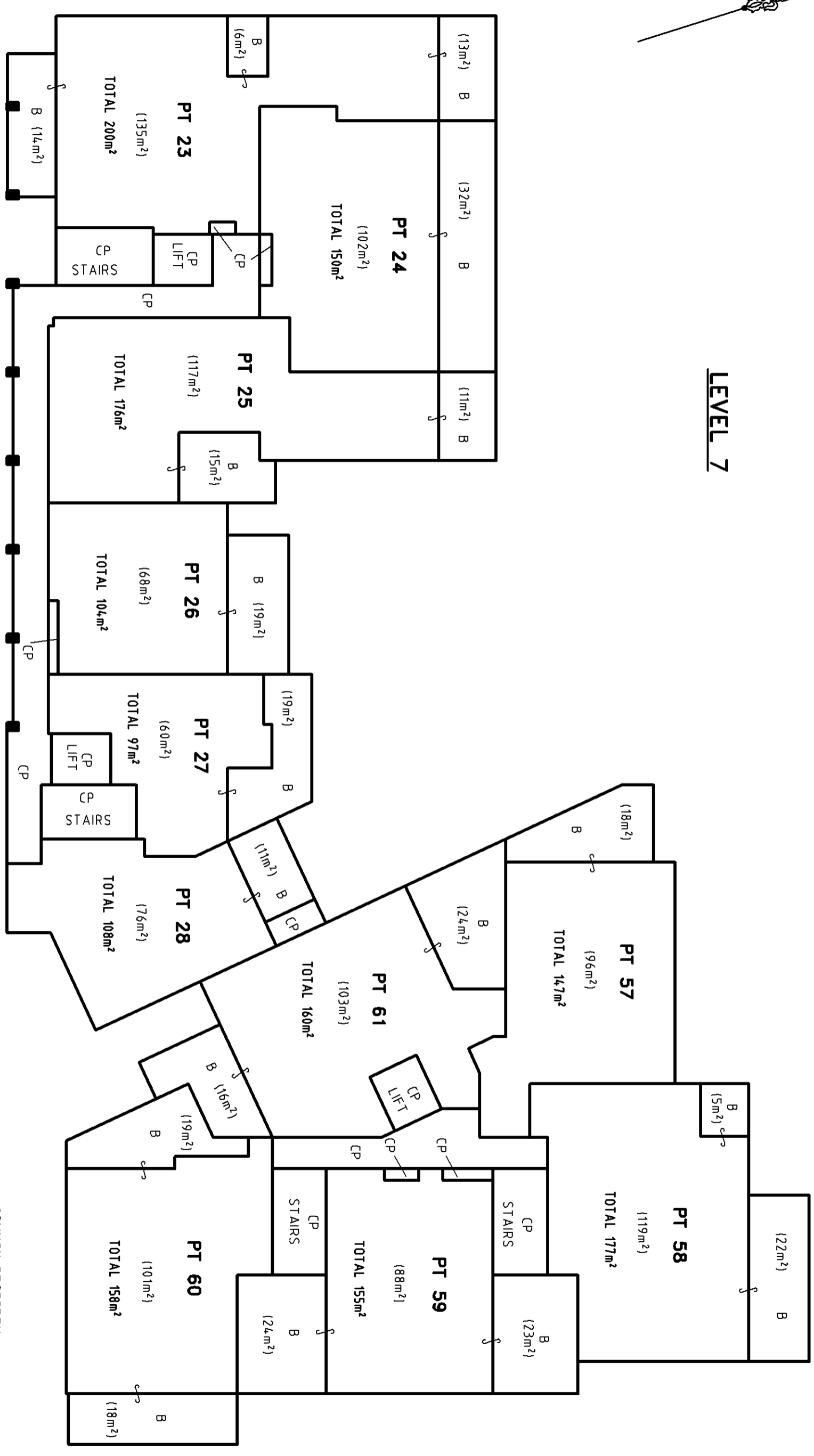
Registered: 13.2.2017

SP94969

Lengths are in metres. Reduction Ratio 1: 200



LEVEL 7



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

CP COMMON PROPERTY
 B BALCONY

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

Surveyor: WAYNE R DAVIS
Surveyors Ref: LIVERPOOL RD (473)-SP
Subdivision No: 072016

Registered:

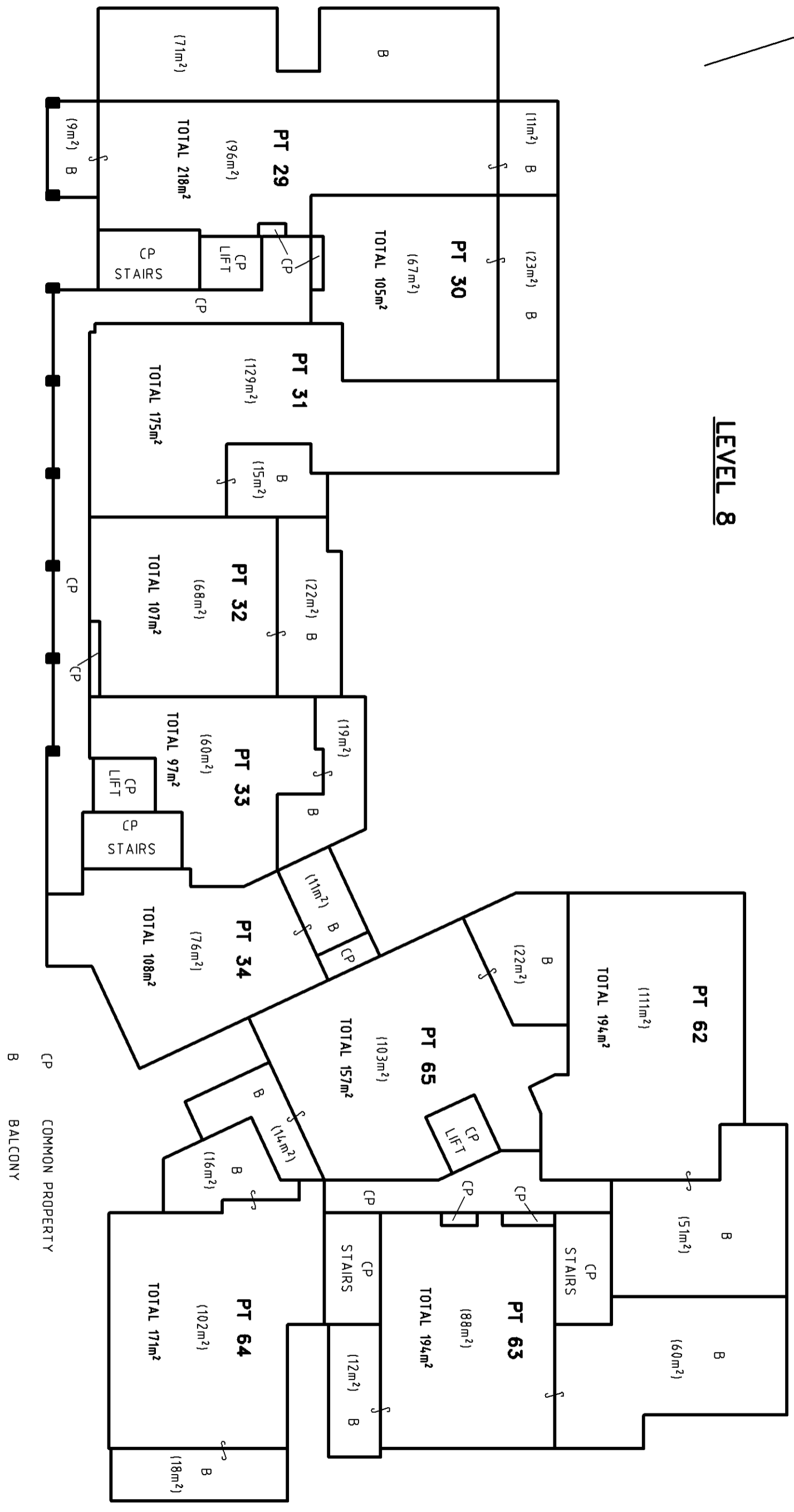
 13.2.2017

SP94969

Lengths are in metres. Reduction Ratio 1:200



LEVEL 8




AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

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

Surveyor: WAYNE R DAVIS
Surveyors Ref: LIVERPOOL RD (473)-SP
Subdivision No: 072016

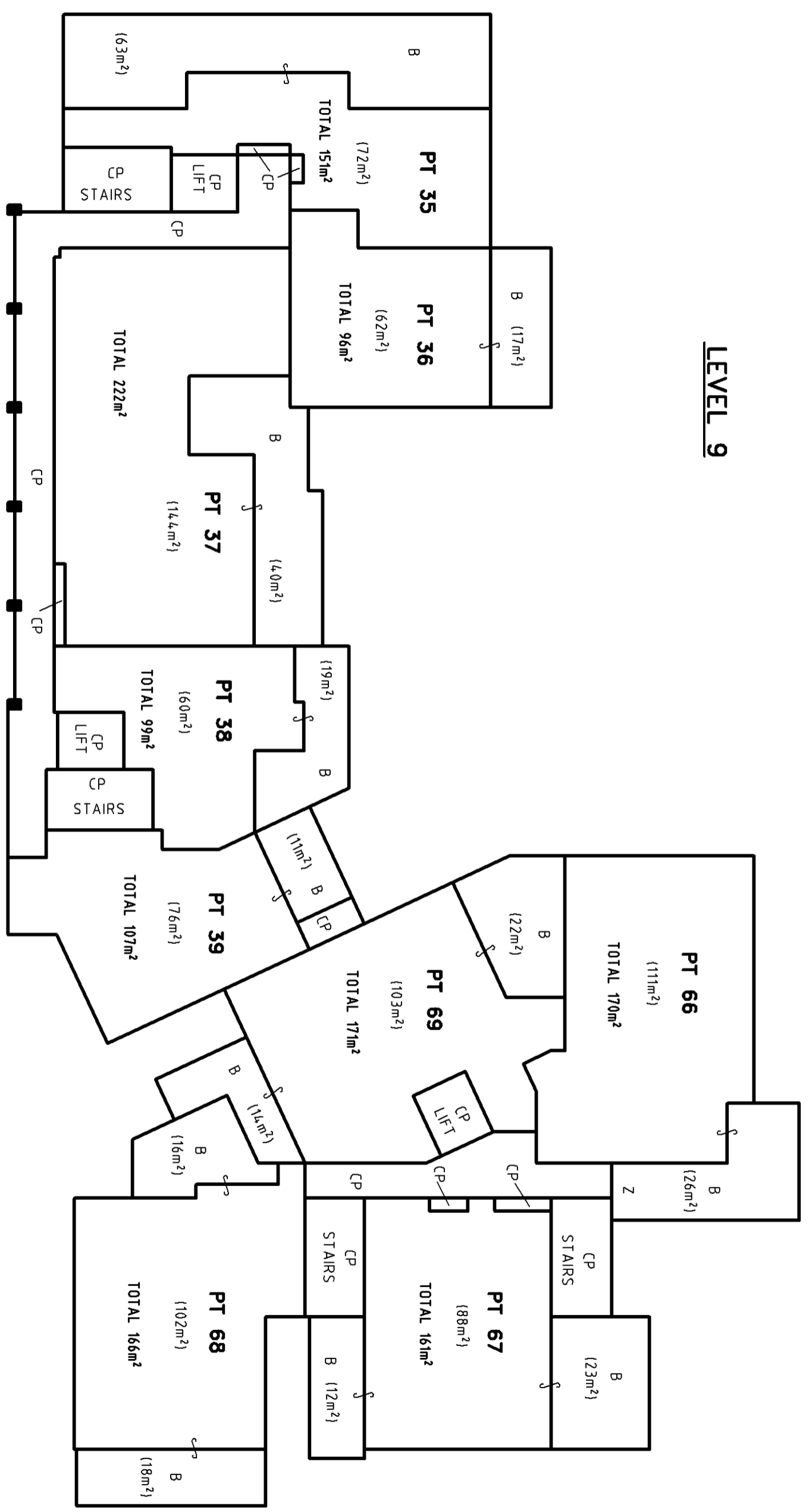
Registered:

 13.2.2017

SP94969

Lengths are in metres. Reduction Ratio 1: 200



LEVEL 9




Z BALCONY OF LOT 66 EXCLUDES THE HIGH LEVEL COMMON PROPERTY PLANT

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

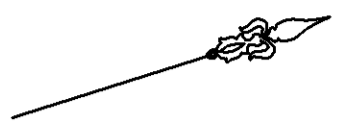
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Surveyor: **WAYNE R DAVIS**
 Surveyors Ref: **LIVERPOOL RD (473)-SP**
 Subdivision No: **072016**

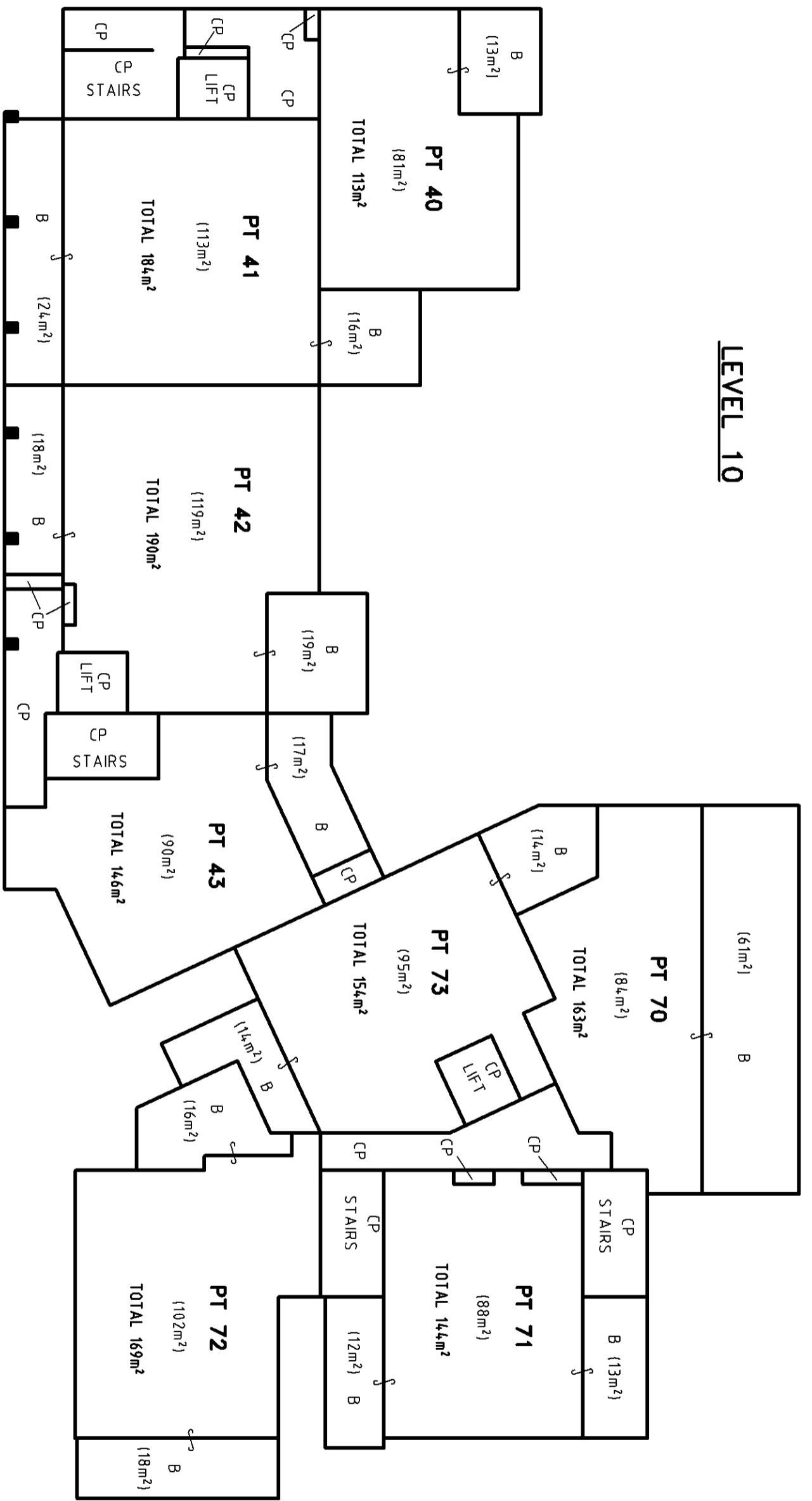
Registered:  **13.2.2017**

SP94969

Lengths are in metres. Reduction Ratio 1: 200



LEVEL 10



AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.

CP COMMON PROPERTY
 B BALCONY

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

Surveyor: WAYNE R DAVIS
 Surveyors Ref: LIVERPOOL RD (473)-SP
 Subdivision No: 072016

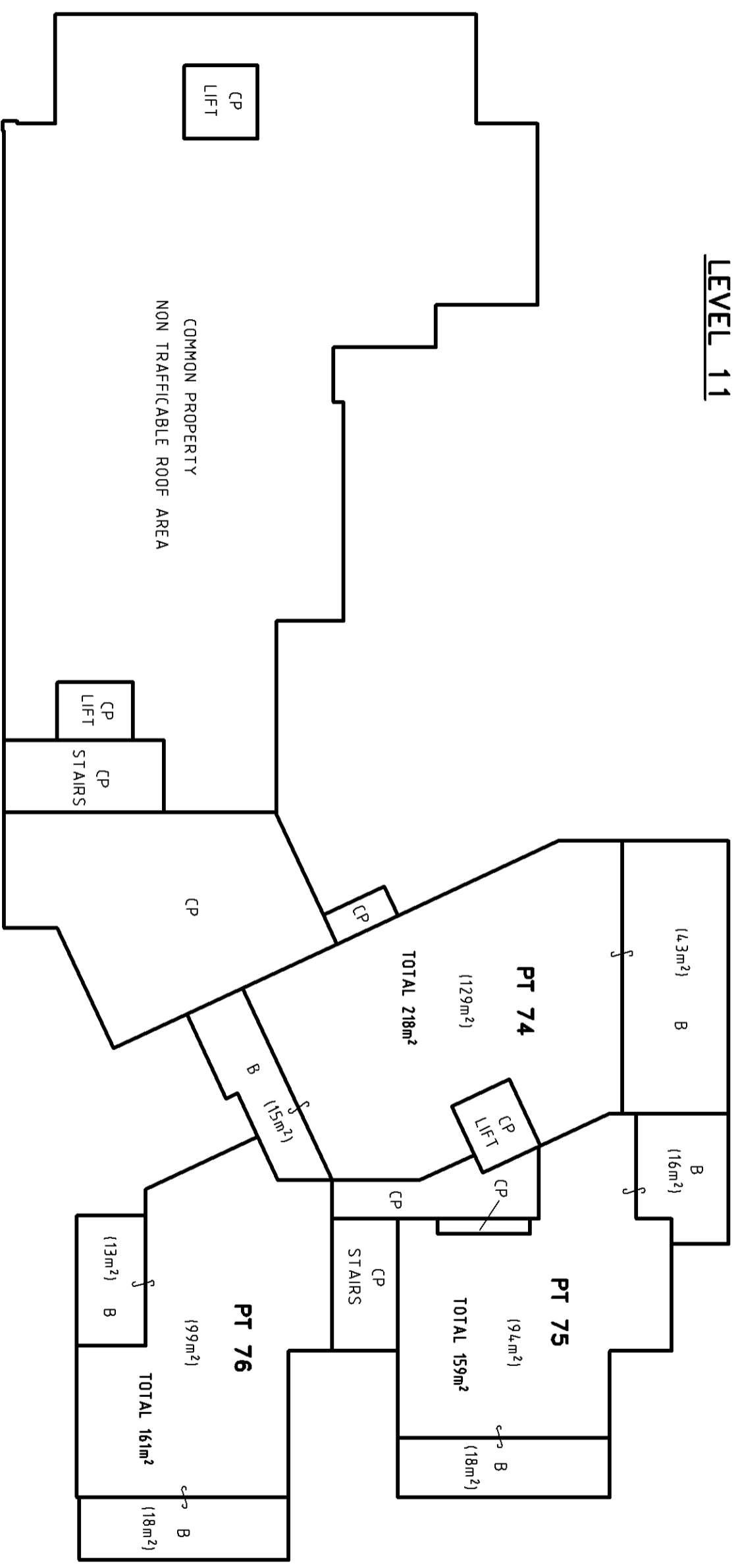
Registered:  13.2.2017

SP94969

Lengths are in metres. Reduction Ratio 1: 200



LEVEL 11



CP COMMON PROPERTY
 B BALCONY

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 METRES ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE BASE, EXCEPT WHERE COVERED WITHIN THESE LIMITS.



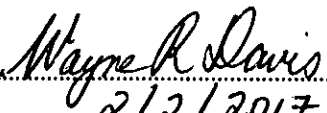
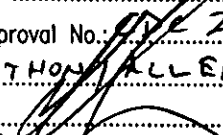
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Surveyor: WAYNE R DAVIS
Surveyors Ref: LIVERPOOL RD (473)-SP
Subdivision No: 072016

Lengths are in metres. Reduction Ratio 1: 200

Registered:
 13.2.2017

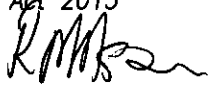
SP94969

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  13.2.2017	Office Use Only  SP94969 S	
PLAN OF SUBDIVISION OF: LOT 103 IN DP 1226586	LGA: STRATHFIELD Locality: STRATHFIELD Parish: CONCORD County: CUMBERLAND	
This is xFREEHOLD/xLEASEHOLD Strata Scheme		
Address for Service of Documents 235 HOMEBUSH ROAD STRATHFIELD 2135 NSW <small>Provide an Australian postal address including a postcode:</small>	The by-laws adopted for the scheme are: DEVELOPER * 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, WAYNE R DAVIS URBANEX PTY LTD of PO BOX 34 CHESTER HILL NSW 2162 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 space *(b) land other than a public space and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: 2/2/2017 Surveyor ID: 908 Surveyor's Reference: LIVERPOOL RD (473)-SP <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>	Strata Certificate (Accredited Certifier) # I, DENNY LINKER being an Accredited Certifier, accreditation number 888 0232, 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 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 that 10t(s) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> Certificate Reference: 072016 Relevant Planning Approval No: 2016/125 issued by: ANTHONY ALLEN (883 0004) Signature:  Date: 2 FEB 2017 <small>^ Insert lot numbers of proposed utility lots</small>	
* Strike through if inapplicable		

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)
Registered:  13.2.2017	SP94969	Office Use Only

VALUER'S CERTIFICATE

I, ROBERT WILSON being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date 23 DECEMBER 2016


SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT
1	10	28	12	55	13
2	14	29	14	56	14
3	10	30	10	57	13
4	10	31	14	58	14
5	10	32	11	59	13
6	10	33	10	60	13
7	9	34	12	61	14
8	11	35	11	62	14
9	11	36	10	63	14
10	11	37	17	64	14
11	10	38	10	65	14
12	11	39	12	66	14
13	13	40	14	67	13
14	9	41	15	68	14
15	12	42	16	69	14
16	12	43	14	70	14
17	18	44	11	71	13
18	14	45	9	72	14
19	15	46	11	73	14
20	11	47	14	74	18
21	10	48	14	75	15
22	12	49	12	76	16
23	17	50	11	77	5
24	14	51	14	78	15
25	14	52	13	79	6
26	10	53	14	80	5
27	10	54	13	81	4
AGGREGATE					1000

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015, IT IS INTENDED TO CREATE:

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE

SURVEYOR'S REFERENCE: LIVERPOOL RD (473)-SP

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Office Use Only		Use Only
Registered:  13.2.2017	SP94969	

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

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

FADI NASSIF



SOLE DIRECTOR / SECRETARY

MERCLAND ASHFIELD PTY LTD

A.C.N 138927438

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1900
BY THE PERSON NAMED BELOW WHO SIGNED THIS INSTRUMENT PURSUANT
TO THE POWER OF ATTORNEY SPECIFIED

ATTORNEY

NAME



ANDREW POPE

POSITION

RELATIONSHIP EXECUTIVE

ON BEHALF

COMMONWEALTH BANK OF AUSTRALIA ABN 48 123 123 124

Power of Attorney BOOK 4548 No 494

I CERTIFY THAT THE PERSON SIGNING ABOVE, WITH WHOM I AM PERSONALLY
ACQUAINTED OR AS TO WHOSE IDENTITY I AM OTHERWISE SATISFIED, SIGNED
THIS INSTRUMENT IN MY PRESENCE.

SIGNATURE OF WITNESS



NAME OF WITNESS

JOANNE TALBOT

ADDRESS OF WITNESS

LEVEL 3 101 GEORGE ST PARRAMATTA 2150

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



SP94969 B

(Sheet 1 of 2 sheets)

Plan of Subdivision of Lot 103 in DP 1226586
Covered by Subdivision Certificate
No 072016..... Of 13 JANUARY 2017...

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

MERCLAND ASHFIELD PTY LTD ACN
138 927 438
Suite 13, 380 Pennant Hills Rd
Pennant Hills NSW 2120

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for electricity and other purposes 3-3 WIDE	Common Property	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

FN
16/1/2017

PART 2 (Terms)

TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 1 IN THE PLAN

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

ANGECO WALTERS
As agent for Rob Whitfield,
NSW Treasury Secretary
(Treasurer's delegate under
delegation dated 24 November 2015)
on behalf of the Alpha Distribution
Ministerial Holding Corporation

SP94969

(Sheet 2 of 2 sheets)

Plan of Subdivision of Lot 103 in DP 1226586
Covered by Subdivision Certificate
No 072 016 Of 13 January 2017

EXECUTED by Mercland Ashfield Pty)
Ltd in accordance with section 127 of)
the Corporations Act:)
A.C.N. 138927438

Signature of director

Name (please print)

Fadi Nassif
Signature of director/secretary
SOLE DIRECTOR/SECRETARY
FADI NASSIF
Name (please print)

EXECUTED for and on behalf of Alpha
Distribution Ministerial Holding
Corporation ABN 67 505 337 385

by ANGELO KRIKETOS


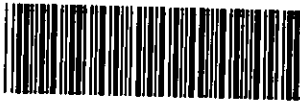
D. Hughes
Witness

JAMIEEN HUGHES
Name of Witness (please print)

570 George Street, ~~52 Martin Place~~
Sydney, NSW, 2000 126 Phillip St Sydney,
NSW
2000
Address of Witness

Angelo Kriketos
ANGELO KRİKETOS
Agent for Rob Whitfield,
NSW Treasury secretary
(NSW Treasurer's delegate
under delegation dated
24 November 2015), on
behalf of the Alpha
Distribution Ministerial
Holding Corporation

REGISTERED  13.2.2017

Approved Form 7	Strata Plan By-laws	Sheet 1 of 20 sheet(s)
Registered:  13.2.2017	Office Use Only	Office use Only
	 SP94969 D	


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

1 Vehicles

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

2 Changes to common property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owner's corporation.
- (2) An approval given by the owner's corporation under clause (1) cannot authorise any additions to the common property.
- (3) Subject to paragraph (b):
 - (a) this by-law does not prevent an owner or person authorised by an owner from installing:
 - i. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - ii. any screen or other device to prevent entry of animals or insects on the lot, or
 - iii. any structure or device to prevent harm to children, or
 - iv. any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
 - (b) an owner or occupier is not permitted by this by-law to erect or install a security door or fly screen at the unit entry to the common hallway, without the prior approval in writing from the owner's corporation which approval the owner's corporation shall have the right to withhold in its sole and absolute discretion.

Approved Form 7	Strata Plan By-laws	Sheet 2 of 20 sheet(s)
Registered:  13.2.2017	Office Use Only	Office use Only
SP94969		

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) A lot owner must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.


3 Damage to lawns and plants on common property

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

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

4 Noise

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

Approved Form 7	Strata Plan By-laws	Sheet 3 of 20 sheet(s)
Registered:  13.2.2017	Office Use Only	Office use Only
SP94969		

5 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

6 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property. Without limiting the provision of this clause, that the invitees comply with Clause 5

7 Obstruction of common property


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

8 Children playing on common property

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

9 Smoke Penetration

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.

Approved Form 7	Strata Plan By-laws	Sheet 4 of 20 sheet(s)
Registered:  13.2.2017	Office Use Only	Office use Only
SP94969		

- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Hanging out of washing

An owner or occupier of a lot may not hang washing on any part of the lot that is visible from street level or on common property. Washing is not permitted to be hung on balconies.


In this clause: **washing** includes any clothing, towel, bedding or other article of a similar type.

11 Preservation of fire safety

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

12 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause 12 (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owner's corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.
- (3) This by-law does not impose an obligation on the owner's corporation to wash any windows in the building.

Approved Form 7	Strata Plan By-laws	Sheet 5 of 20 sheet(s)
Registered:  13.2.2017	Office Use Only	Office use Only
SP94969		

13 Storage of inflammable liquids and other substances and Materials


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

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Changes to floor coverings and surfaces


- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) An owner or occupier of a lot must remove and properly dispose of any waste materials away from the building, at his, her or their own expense.
- (3) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

Approved Form 7	Strata Plan By-laws	Sheet 6 of 20 sheet(s)
Registered:  13.2.2017	Office Use Only	Office use Only
SP94969		

16 Garbage disposal

Shared Receptacles

- (1) An owner or occupier of a lot must not deposit, dispose of or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owner's corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled around the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
 - (c) must ensure that all garbage, or waste is securely wrapped before it is carried through the common property to prevent spillage
 - (d) must promptly remove any thing which the owner or occupier may have spilled in the area of the receptacles, or in lifts or hallways and must take such action as may be necessary to clean the area within which that thing was spilled
 - (e) must advise the strata manager on the next business day of any leakage or spill in common areas, which has not been completely cleaned
 - (f) may be held responsible for any cleaning, removal or repair cost incurred by the owner's corporation in removing any item left on common property, or cleaning of any spillage or mark caused by an occupier in disposing of waste. The cost may be added to the owner's lot account.

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(4) An owner or occupier of a lot must:

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste
- (c) must comply with the reasonable rules and requests of the owner's corporation in regard to storage, handling and collection of garbage, waste and recyclable materials
- (d) if the lot is used for commercial purposes, not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

(5) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(6) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

(7) In this by-law:

- bin includes any receptacle for waste.
- waste includes garbage and recyclable material.


(8) Delivery and Waste Removal Vehicles

- (a) All deliveries to the site are to be limited to vehicles with a maximum length of 6.2 metres, maximum height of 2.7 metres and a maximum weight of 20 tonnes and is to enter the building from the Homebush Road driveway.

- (b) Access to the loading dock shall be restricted to only one vehicle at any one time

(9) Waste management Collection Times

- The waste bin collection shall not be undertaken between the hours of 6:00pm - 7:00am each day.


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Appointment of a waste caretaker

- (10) The Strata may appoint a waste caretaker who will carry the overall responsibility for managing all waste generated by the building.
- (11) All equipment movement in the waste room shall be managed by the waste caretaker at all times.
- (12) The waste caretaker duties include: -
- (a) General maintenance and cleaning on a regular basis
 - (b) Organising, maintaining and cleaning the general and recycled waste holding areas on a regular basis
 - (c) Organising both garbage and recycled waste any required additional pick-ups
 - (d) Cleaning and exchanging all bins
- (13) Being available on site when the garbage truck arrives to collect waste and recycling. The waste caretaker shall take all the bins to be emptied to the truck and store the bins once emptied back in the waste room

17 Keeping of animals

- (1) Subject to Part 7 – Strata Schemes Management Act 2015, S139 (6), An owner or occupier of a lot must not, without the prior written approval of the owner's corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
- (a) notify the owners corporation that the animal is being kept on the lot,
- and

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- (b) keep the animal within the lot, and
- (c) supervise the animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4)) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth

18 Air Conditioners


The air conditioner provided for the lots is for the exclusive use of the owner or resident of the lot, and shall not form part of the common property. The owner's corporation shall not be responsible for the maintenance or replacement of the air conditioner, or any part thereof. The maintenance of the air conditioners is the responsibility of the lot owners.

19 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owner's corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

20 Change in use of lot to be notified

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

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(c) Any other change of use from that that was originally approved for that lot.


(3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

21 Provision of amenities or services

(1) The owner's corporation may, by special resolution, determine to enter arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) window cleaning
- (g) garbage disposal and recycling services
- (h) electricity, water or gas supply
- (i) telecommunication services (for example, cable television)

(2) If the owner's corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

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22 Compliance with planning and other requirements

- (1) The owner's corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
 - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1)

23 Collection of levies and other amounts owed to the Strata Plan


The Strata Plan is empowered to add to a Lot owners' strata account any sum it deems payable to the Strata plan whether they are standard levies or other costs relating to that lot or any other costs expended on behalf of that lot. Interest and other collection fees may be added to the outstanding strata account where the non-payment exceeds the payment terms. The Strata Plan is also empowered to be able to recover those charges on the lot owners account if they are not paid in a way that is consistent with normal commercial business practice.

24 Compliance with planning and other requirements

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

25 Prevention of hazards

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

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26 Stormwater Detention Facility (OSD) Positive Covenant.


- (1) The stormwater detention facility as described on the work as executed plan, H-05E and H-14(C) prepared by Urbanex Pty Ltd forming part of the DA approval 2012/169, shall not be altered or removed in whole or in part without the written approval of Strathfield Council.
- (2) The Registered Proprietor is to maintain the stormwater detention facility in working condition.
- (3) Authorised Strathfield Council employees are to be allowed access for inspection upon reasonable notice. The registered proprietor is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance.
- (4) In the event of the registered proprietor not complying with this notice, Council or its authorised agents may enter and carry out the specific work and recover the costs due.

27 Landscaping & Plants Maintenance within Lots

A lot owner must at his own cost maintain any landscaping and any plants that are within their lot at the date of the incorporation of this Strata Plan to an acceptable standard. The Owners Corporation may within the first two years from the incorporation of the Strata Plan and at the lot owners expense rectify, maintain or otherwise the landscaping and or plants if the lot owner fails to comply with this clause.

28 Electricity Sub-Station

The Electricity Sub-Station is operated under the provisions of the Deed of Agreement for Easement between the original developer and Ausgrid together with a Section 88b instrument setting out the terms of the easement. No works are allowed within or around the electricity substation easement as defined in the Strata Plan without the express written approval of Ausgrid.

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29 Communications Tower


(1) Permitted Use

Despite anything else contained in these By-laws:

- (a) The Registered Proprietor or Tenant in the Strata plan is authorised and has the rights to install, operate, repair, renew, alter, maintain and upgrade a Telecommunications Facility from Lot 81 (Permitted Use).
- (b) The Registered Proprietor or Tenant is authorised to have unrestricted access to and use of the common property to access the Telecommunications Facility at all times. If access to the common property is required by the Registered Proprietor or Tenant over an extended period of time (greater than 3 days at a time) to conduct works on the Telecommunication Facility or elsewhere on the land affected by the Strata Plan (Land) or building located on the Strata Plan (Building), the Registered Proprietor or Tenant must provide at least seven (7) days notice to the Owners Corporation of its intention to use the common property for access over an extended period of time.
- (c) The Registered Proprietor or Tenant is authorised to lay electricity cables over, under or within the Building or the Land including the common property to connect the Facility to the public electricity supply and to transmit electricity through those cables.
- (d) The Registered Proprietor or Tenant is authorised to lay communication cables over, under or within Building or the Land including the common property in connection with the Permitted Use and to use those cables.
- (e) The Registered Proprietor or Tenant is authorised to repair, replace, renew, alter, maintain and upgrade the cables referred to in clauses 30.1(c) and 30.1(d).
- (f) The Registered Proprietor or Tenant may carry out any structural work on the Building and Land (including the common property) required for the installation of the Telecommunications Facility.
- (g) If the Tenant is granted a lease over part of the Building, the Tenant may only use the Premises for the permitted use under that lease (Permitted Use)
- (h) The Registered Proprietor or Tenant must not overload the structure of the Building.

(2) Permits and Approvals

- (a) The Owners Corporation irrevocably authorises the Registered Proprietor or Tenant (at the Registered Proprietor's or Tenant's expense) to make applications to any


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relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Telecommunications Facility (in accordance with the Permitted Use where the Tenant has been granted a lease over part of the Building) and to exercise and procure (at the Registered Proprietor's or Tenant's discretion) every right of appeal arising from the determination of any such application or the failure to determine such application; and

- (b) The Owners Corporation must sign all documentation and provide all assistance required by the Registered Proprietor or Tenant, or any authorised person to obtain the permits, consents and approvals referred to in clause 2 (a).

(3) Consent of Owners Corporation

- (a) The Registered Proprietor or Tenant does not require the consent of this Owners Corporation to operate the Telecommunications Facility as per clause 30.1.
- (b) Except in an emergency, the Registered Proprietor or Tenant may carry out works in connection with Telecommunications Facility on common property by providing seven (7) days notice to the Owners Corporation. In an emergency, the Registered Proprietor or Tenant must notify the Owners Corporation of the works as soon as practicable and after such works are completed.
- (c) The Owners Corporation cannot amend, delete or change any of the By-Laws in this plan (Variation) relating to the Telecommunications Facility that will be to the detriment of the Registered Proprietor's or Tenant's Permitted Use, financial position or otherwise unless:
- i. notice of the Variation is provided to the Registered Proprietor or Tenant; and
 - ii. if the Variation will adversely affect the Registered Proprietor or Tenant, the written consent of the adversely affected party (being the Registered Proprietor or Tenant as applicable) is first obtained and
 - iii. in any instance, any motion or action to make any changes or amendments must be at the Annual General Meeting with the motion requiring a one hundred percent (100%) vote in favour of that motion.
- (d) Where the Registered Proprietor or Tenant requests any changes or additions to the Telecommunications Facility on common property (other than those permitted under this clause 30), the Owners Corporation cannot unreasonably refuse the request if the Registered Proprietor or Tenant agrees that all the costs for the Owners Corporation approving any such changes or additions will be at the expense of the Registered Proprietor or Tenant (whichever party makes the request).

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(4) No Restriction on Commonwealth Legislation

- (a) Nothing in these By-Laws affects, restricts, limits or derogates from the rights, powers and immunity of the Tenant under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Owners Corporation agrees pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Telecommunications Act 1997 to waive its right to:
- i. be given a notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act of the Tenant's exercise of its powers to inspect and/or install a low impact installation and to maintain the Telecommunications Facility; and
 - ii. object to an activity which would have been the subject of a notice if not for the operation of this clause.
- (c) The operation of this clause survives the expiry or termination of the Tenant's occupation of Lot 81 in the Strata Plan.

(5) Definitions

In By Law 29,

Lot 81 means Lot 81 in the Strata Plan.


Tenant means Telstra Corporation Limited who is granted a lease, licence or other right of access over Lot 81 including but not limited to a lease from the Registered Proprietor.

Registered Proprietor means is the registered owner of Lot 81 from time to time.

Telecommunications Facility means the equipment housing, tower (if any), antennas, associated ancillary equipment and/or any other fixtures, fittings, structures, and cabling as altered, upgraded and/or added to in the Tenant's absolute discretion from time to time.

30 Service of documents on owner of lot by Owners Corporation


A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

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31 Common Property Rights by-law

- (1) The owners of the lots referred to in Attachment A, have a right for the exclusive use and enjoyment of the whole or the specified part of the common property as detailed in Attachment A
- (2) The owners of the lots referred to in Attachment A are responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the whole or the specified part of the common property referred to in Clause 31 (1).
- (3) The Owners Corporation is discharged from its obligations to maintain and repair the common property that are subject to the common property rights referred to in Attachment A.
- (4) The Common Property Rights assigned pursuant to this clause to each lot owner or owners cannot be repealed or revoked by the Owners Corporation or any other body except with the signed written consent of the lot owner or owners.

The Common Property Rights assigned pursuant to this clause to each lot owner or owners cannot be repealed or revoked by the Owners Corporation or any other body except with the signed written consent of the lot owner or owners.

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Executions



FADI NASSIF

SOLE DIRECTOR AND SECRETARY

MERCLAND ASHFIELD PTY LTD

ACN: 138 927 438


ANDREW POPE
RELATIONSHIP EXECUTIVE
COMMONWEALTH BANK OF AUSTRALIA
ABN 48 123 123 124


SARAH JABBen
LEVEL 3, 101 GEORGE ST
PARRAMATTA NSW

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1900 BY THE
PERSON NAMED ABOVE WHO SIGNED THIS
INSTRUMENT PURSUANT TO THE POWER
OF ATTORNEY SPECIFIED BOOK 4548 No 494

I CERTIFY THE PERSON
SIGNING OPPOSITE WITH WHOM I
AM PERSONALLY ACQUAINTED OR
AS TO WHOSE IDENTITY I AM
OTHERWISE SATISFIED, SIGNED
THIS INSTRUMENT IN MY PRESENCE

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

REGISTERED		13.2.2017
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ATTACHMENT A

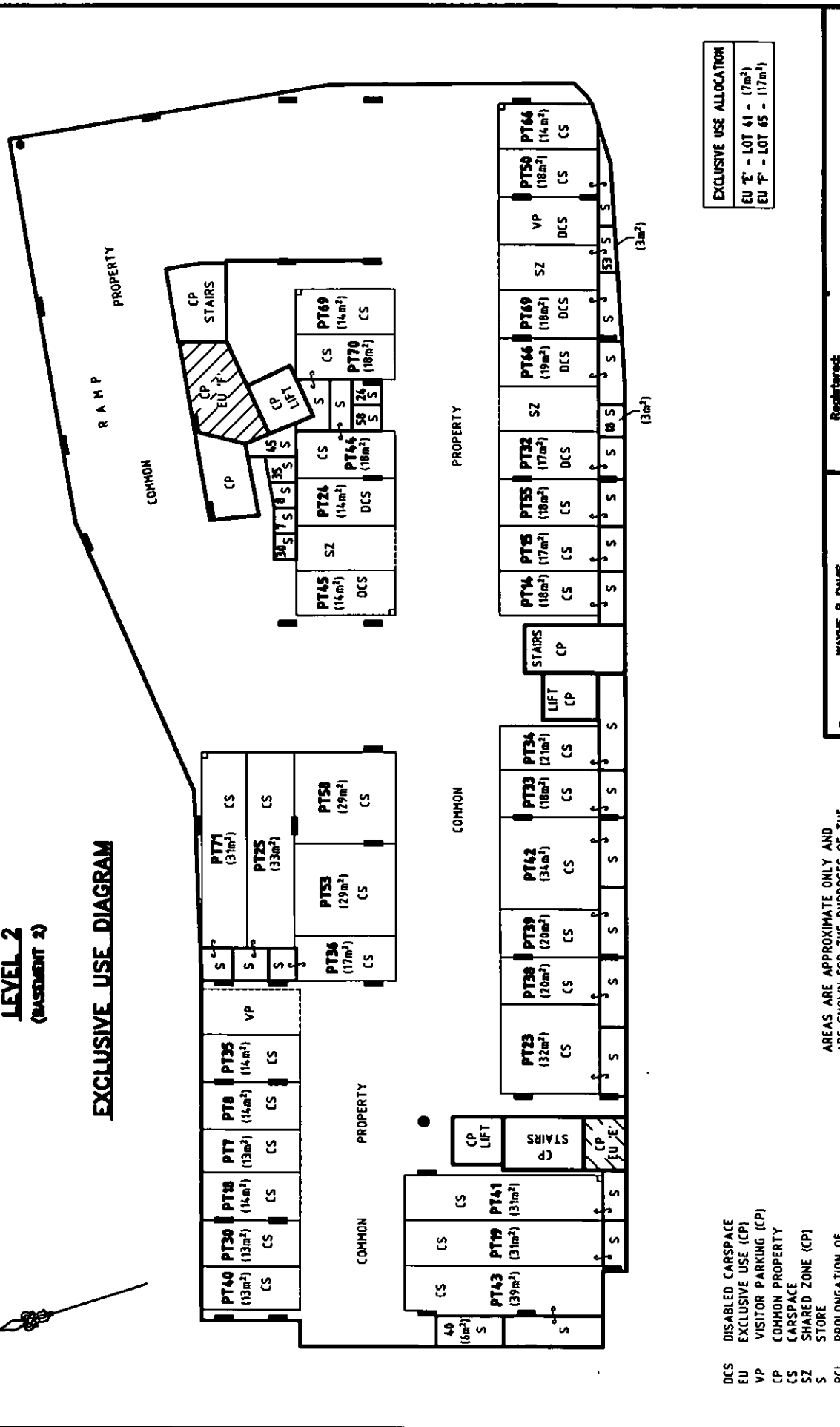
SHEET 19 of 20

STRATA PLAN FORM 2 (A4) SHEET 2 OF 3 SHEETS

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LEVEL 2
(BASEMENT 2)

EXCLUSIVE USE DIAGRAM



EXCLUSIVE USE ALLOCATION	
EU P	- LOT 41 - (7m ²)
EU P	- LOT 45 - (17m ²)

- DCS DISABLED CARSPACE
- EU EXCLUSIVE USE (CP)
- VP VISITOR PARKING (CP)
- CP COMMON PROPERTY
- CS CARSPACE
- SZ SHARED ZONE (CP)
- S STORE
- PCL PROLONGATION OF CENTRE LINE OF COLUMN
- PFC PROLONGATION OF FACE OF COLUMN

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

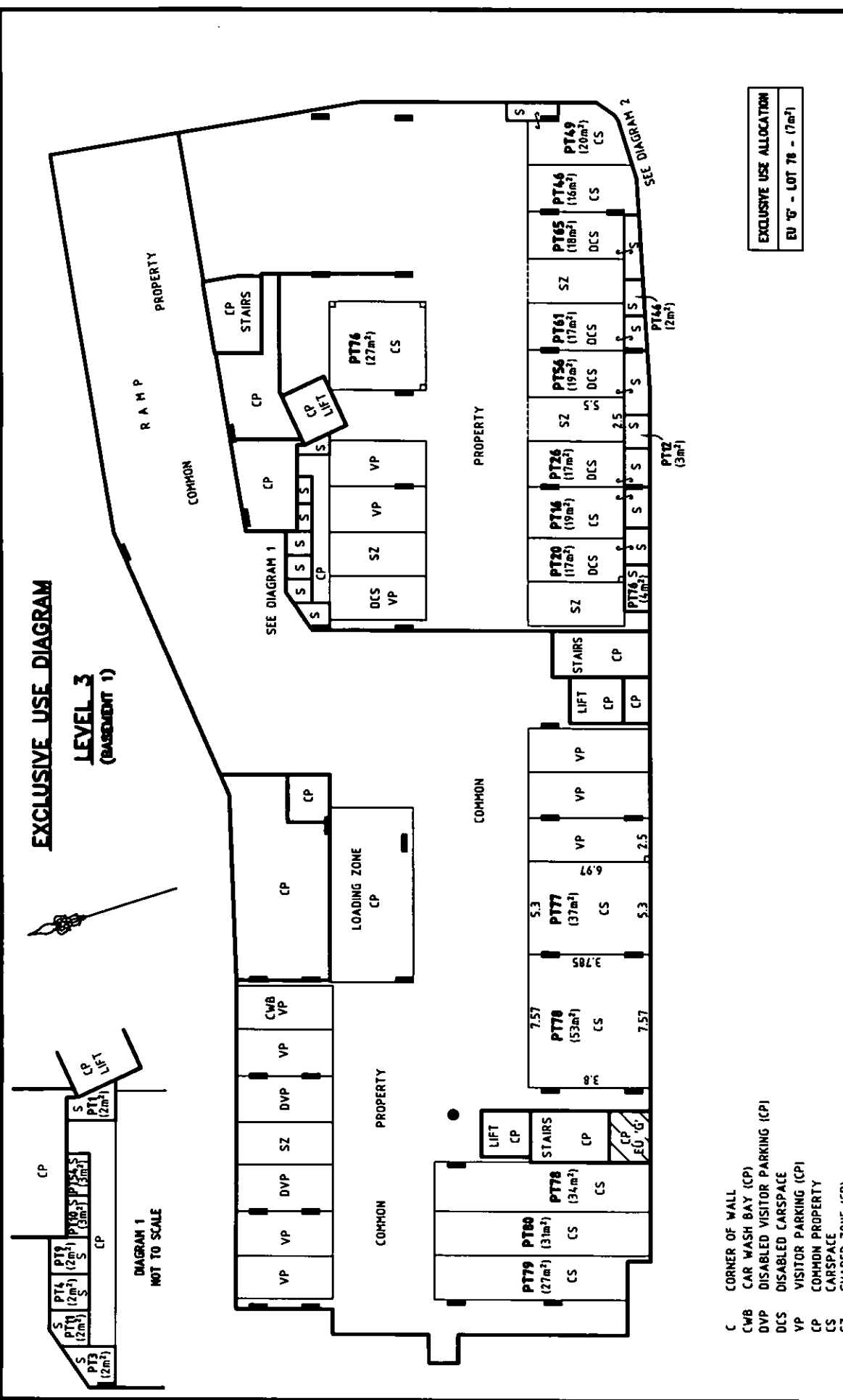
Registered
 Surveyor: WAYNE R DAVIS
 Surveyors Ref: JIMBERPOOL_RD_(473)-S2
 Subdivision No: 072016
 Lengths are in metres. Reduction Ratio 1: 300

SP94969

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

STRATA PLAN FORM 2 (A4) SHEET 3 OF 3 SHEETS

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Surveyor: WAYNE R DAVIS
 Surveyors Ref: LMS20001_BD_(573)-SE
 Subdivision No: 072010
 Lengths are in metres. Reduction Ratio 1: 200

AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973, ONLY.

Legend:
 C CORNER OF WALL
 CWB CAR WASH BAY (CP)
 DVP DISABLED VISITOR PARKING (CP)
 DCS DISABLED CARSPACE
 VP VISITOR PARKING (CP)
 CP COMMON PROPERTY
 CS CARSPACE
 SZ SHARED ZONE (CP)
 S STORE
 PCL PROLONGATION OF
 CENTRE LINE OF COLUMN
 PFC PROLONGATION OF FACE OF COLUMN

SP94969

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



R.P. 1/3. 7
 New South Wales, NOV 16 1948

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900).

FEEs:— £ s. d.
 Lodgment ... 15/-
 Endorsement ... 15/-
 Certificate ...

D923989

1-10-50
 4-11-51
 16-11-52

(Trusts must not be disclosed in the transfer.)

I, E. S. PERCIVAL LIMITED

(herein called transferor)

being registered as the proprietor of an estate in *fee simple* in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of Four thousand five hundred pounds (£ 4,500.) (the receipt whereof is hereby acknowledged) paid to it by GROGAN'S PTY. LIMITED

(herein called transferee)

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

County,	Parish,	Reference to Title (c)			Description of Land (if part only), (d)
		Whole or Part,	Vol.	Fol.	
Cumberland	Concord	Whole	5154	41	

And the transferee covenants with the transferor doth hereby for itself and its assigns covenant and agree with the transferor and its assigns that it or they will not use the land hereby transferred and the buildings thereon for or in connection with the manufacture of bread and/or pastry except cones or wafers or any pastry used in connection with the manufacture sale or consumption of ice-cream.
 AND it is hereby further agreed and declared that for the purpose of Section 88 of the Conveyancing Act 1919/1939 as follows:—
 (a) the land to which the benefit of this covenant is intended to be appurtenant is Lots five (5) six (6) and seven (7) as shown on Miscellaneous Plan of subdivision (OS) Registered No. 3317.
 (b) the land which is subject to the burden of this covenant is the land hereby transferred.
 (c) this covenant may be released varied or modified by the Transferor.

ENCUMBRANCES, &c., REFERRED TO:

N I L.

Signed at Sydney the 16th day of November 1948

Signed by my presence by the transferor
The Common Seal of E. S. Percival Limited
 who is personally known to me
 appeared in the presence of:
Edmund Yates Lynam and countersigned by:-

Hubert Fry
Siony Kelly
 Directors
 Transferor

Signed at present by the transferee
The Common Seal of Grogan's Pty. Limited
 was hereunto affixed and this transfer signed by JOHN LAWRENCE GROGAN and EDMUND YATES LYNAM and countersigned by:-

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

Signed in my presence by the transferee
W. Grogan
 SECRETARY
 who is personally known to me



J. H. Grogan
 MANAGING DIRECTOR
W. Grogan
 DIRECTOR
 Transferee

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE—SEE FOOT NOTE.

- a If a less estate, strike out "in fee simple" and interline the required alteration.
- b If to two or more, state whether as joint tenants or tenants in common.
- c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.
- d If part only of the land comprised in a Certificate or Certificate of Title is to be transferred add "and being lot sec. D.P. " or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate for grant" register Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan must be in the L.C. Act, 1939, should accompany the transfer.
- e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1939. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.
- f A very short note will suffice.

- g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see back of form.
- h Repeat attestation if necessary.
- i If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

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

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Unless the instrument contains some special covenant by the transferee, the solicitor may sign in cases where it is established that the transferee's signature cannot be obtained without difficulty. The Solicitor must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

X5780

No. _____ LODGED BY J.D. CAWOOD & HALL
Parramatta
CONSENT OF MORTGAGEE¹
(N.B.—Before execution read marginal note.)

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

¹ This consent is appropriate only to a transfer of part of the land in the Certificate of Title or Crown Grant. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____

 who is personally known to me.

 Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19 _____
 Signed in the presence of— _____

¹ Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.^k

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

^k To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED <i>[Signature]</i>	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH. To be filled in by person lodging dealing.
	Checked by <i>AR</i>	Particulars entered in Register Book, Volume <u>6033</u> Folio <u>2015</u> <u>5154</u> <u>41</u>
Pasted (in S.D.B.) by <i>[Signature]</i>	Signed by <i>[Signature]</i>	1. _____ Received Docs. 2. _____ Nos. 3. _____ 4. _____ 5. _____ Receiving Clerk. 6. _____ 7. _____
Signed by _____ minutes past _____ o'clock in the _____ noon. <i>J. H. Pells</i> Registrar-General.		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Callification Clerk		
Vol.		FOL.

EXECUTION OUTSIDE NEW SOUTH WALES.
 If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.
 If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.
 The fees are:—(a) Upon lodgment (b) If, if accompanied by the relevant title or evidence of production thereof, (b) £1.5 0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £1.10 0 for each new Certificate of Title issued, (c) 5/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is executed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where a partial discharge of a mortgage is entered on the Transfer, (f) 2/6 for each additional folio where the Certificate exceeds ten folios, (g) as above, in cases involving more than one simple diagram or any diagram other than a simple diagram.
 Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

Appln. No. 1539
 Prior Title Vol. 5154 Fol. 41



Edition issued 1-6-1971
 M268570

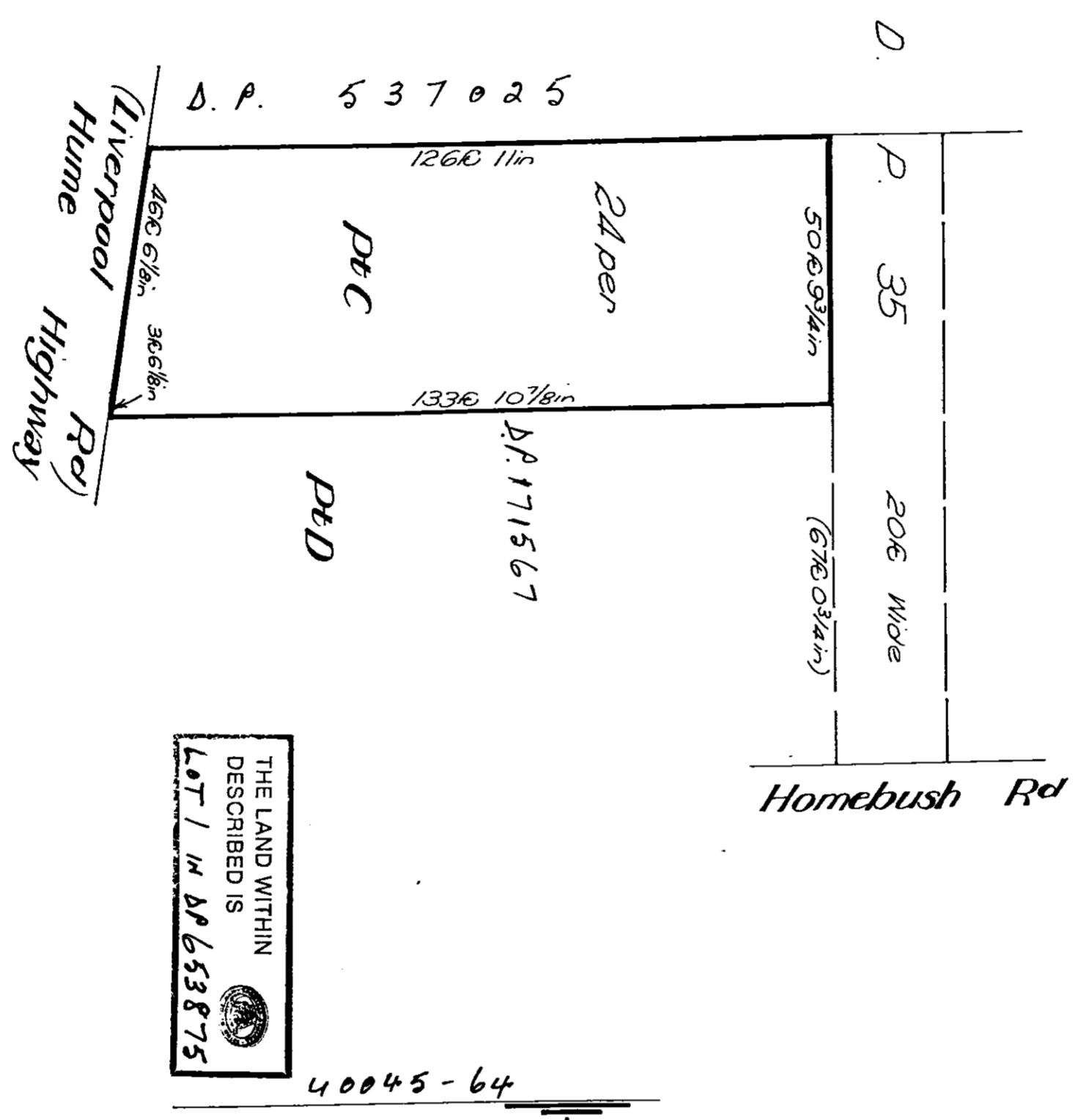
CANCELLED

I certify that the person described in the First Schedule is the registered proprietor of the undermentioned estate in the land within described subject nevertheless to such exceptions encumbrances and interests as are shown in the Second Schedule.

James SEE AUTO FOR
 Registrar General.



PLAN SHOWING LOCATION OF LAND



Scale: 30 feet to one inch

ESTATE AND LAND REFERRED TO

Estate in Fee Simple in the part of Lot C in plan lodged with Transfer No. A762804 (filed as F.P. 171567) shown in the plan hereon in the Municipality of Strathfield Parish of Concord and County of Cumberland being part of Portion 244 granted to James Wilshire on 1-1-1810.

FIRST SCHEDULE

~~GEORGINIS HOLDINGS PTY LIMITED~~

SECOND SCHEDULE

1. Reservations and conditions, if any, contained in the Crown Grant above referred to.
2. Covenant created by Transfer No. D923989.
3. Right of Carriageway created by Transfer No. F992700 appurtenant to the land above

PERSONS ARE CAUTIONED AGAINST ALTERING OR ADDING TO THIS CERTIFICATE OR ANY NOTIFICATION HEREON

WARNING: THIS DOCUMENT MUST NOT BE REMOVED FROM THE LAND TITLES OFFICE. GDB - REGE 64

DP	653875
Prepared:	10.10.1994
This plan has been created to provide a unique identifier to enable the issue of an Automated Torrens Title for the land comprised in folio of the Register	
Volume	11599 Folio 91
Metric Conversion Chart	
Feet Inches Metres	
1/4	0.0064
1/2	0.0127
3/4	0.0190
1	0.0254
2	0.0508
3	0.0762
4	0.1016
5	0.1270
6	0.1524
7	0.1778
8	0.2032
9	0.2286
10	0.2540
11	0.2794
1	0.3048
50	15.24
100	30.48
Links Metres	
1/10	0.0201
1	0.2012
100	20.115
Areas	
1 Perch (P)	25.29 m2
1 Rood (R)	1012 m2
1 Acre (A)	4047 m2
1 Hectare (Ha)	= 10,000 m2

N O O I D I B



RE-INDEXED
14 SEP 1959

H 130630 JAN 20 12 01 195

R.P. 13. No. _____

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) Exempt from Stamp Duty

G. Taylor
Assistant Commissioner of Stamp Duties

FEES:-
Lodgment
Engagement
Certificate
17-10-10
10

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

- a If a less estate, strike out "in fee simple" and interline the required alteration.
- b Full postal address of transferee must be shown.
- c If to two or more, state whether "as joint tenants" or "as tenants in common."

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

e If part only of the land comprised in a Certificate of Certificates of Title is to be transferred add "and being lot sec. D.P. of " being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required, a subdivision certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer."

- f Strike out if unnecessary, or suitably adjust:
 - (i) if any easements are to be created or any exceptions to be made,
 - (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

g Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1953.

h A very short note will suffice.

i Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P. or Commissioner for Affidavits whom the Transferor is known, otherwise the assisting witness should appear before one of the above functionaries who having questioned the witness, should sign the certificate on the back of this form. As to instruments executed elsewhere, see back of form.

j Repeat attestation if necessary.

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

THIS SPACE TO BE LEFT FREE FROM NOTATION.

THE HOUSING COMMISSION OF NEW SOUTH WALES the body corporate constituted by the Housing Act, 1912-1955 and the Housing Act 1941-1955 (herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of Fifty pounds (£50. 0. 0.) (the receipt whereof is hereby acknowledged) paid to it by

THE COMMONWEALTH OF AUSTRALIA

th and grant do/hereby transfer/to the said transferee* and its successors out of ALL such its Estate and Interest in ALL THE land mentioned in the schedule following :-

County.	Parish.	Reference to Title (d)			Description of Land (if part only). (e)
		Whole or Part.	Vol.	Fol.	
Cumberland	Concord	Part	6723	240	Being the strip of land six feet wide as shown on Plan of Survey Negative No. 5669 N.S.W. hereunto annexed marked "A" and therein marked "Site of Proposed Drainage Easement six feet wide"

And the transferee covenants with the transferor

See Annexure "A" hereto.

PLAN REFILED IN PLAN ROOM AS F.P. 443795

ENCUMBRANCES, &c., REFERRED TO:

--- N I L. ---

Signed at *Sydney* the *First* day of *September* 1958.

Signed in my presence by the transferor **JOHN LEO BOLAND** WHO IS PERSONALLY KNOWN TO ME AS Delegate of The Housing Commission Of New South Wales who is personally known to me:

Signed *[Signature]*

SIGNED by me JOHN LEO BOLAND as Delegate of the Housing Commission of New South Wales and I hereby certify that I have no notice of the revocation of such delegation.
[Signature] Transferor.*

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

for and on behalf of the Signed in my presence by the transferee Commonwealth of Australia by the WHO IS PERSONALLY KNOWN TO ME Deputy Crown Solicitor, Sydney in the presence of *[Signature]*

[Signature] Transferee(s).

An Officer of the Attorney-General's Department.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

H 130630

LODGED BY COMMONWEALTH CROWN SOLICITOR

No. _____

CONSENT OF MORTGAGEE!
 (N.B.—Before execution read marginal note.)

I, _____ mortgagee under Mortgage No. _____
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This consent is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19 _____
 Signed in my presence by _____
 who is personally known to me. _____
 Mortgagee.

MEMORANDUM AS TO NON-REVOCAION OF POWER OF ATTORNEY.
 (To be signed at the time of executing the within instrument.)

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

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at _____ the _____ day of _____ 19 _____
 Signed in the presence of— _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS!

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

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HEREWITH	
	<i>A grant of Power of Attorney</i>	To be filled in by person lodging dealing.	
Checked by	Particulars entered in Register Book.	1 <i>off</i>	Received Docs. Nos.
	Volume <i>6723</i> Folio <i>240</i>	2 <i>Plan</i>	3 _____
Passed (in S.D.B.) by	" <i>6633</i> " <i>208</i>	3 <i>off</i>	Receiving Clerk.
	" <i>D.M.P.</i> " <i>207</i>		
Signed by	the _____ day of <i>December</i> 19 _____ at _____		
	_____ minutes past _____ o'clock in the _____ noon.		
	Registrar-General <i>[Signature]</i>		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

10/12/59

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Diagram examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engravers		
Cancellation Clerk		
VOL.		FOL.

EXECUTION OUTSIDE NEW SOUTH WALES.
 Execution may be proved where the parties are resident—
 (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession before any Judge, Notary Public, Justice of the Peace for New South Wales, Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of a municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.
 (b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
 (c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Fro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable—(a) 5/- for each additional Certificate included in the Transfer, (b) £2 for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 4/6 for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.
 If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

HI 130330

ANNEXURE "A"

FULL AND FREE RIGHT AND LIBERTY as appurtenant to the land comprised in Certificate of Title Volume ⁶⁶³³ 6603 Folio 207 for the Transferee from time to time and at all times hereafter by the officers servants workmen and agents of the Transferee and all other persons authorised by it to use and forever maintain for the purpose of the passage and conveyance of storm and surface water the line or lines of pipes at present constructed in or under ALL THAT piece or parcel of land hereinbefore described (hereinafter called "the said land") or any line or lines of pipes in substitution therefor or in duplication thereof or in addition thereto as may be reasonably necessary or expedient for the purposes aforesaid AND for the purposes aforesaid to enter go return pass and repass upon along and over the said land and to bring and place thereon and remove therefrom such materials implements tools articles and things as may be reasonably necessary in the circumstances PROVIDED ALWAYS and the Transferee hereby covenants with the Transferor that it will at all times at its own expense keep the said line or lines of pipes in a proper and efficient state of repair AND that the Transferee will exercise the rights and privileges hereinbefore granted in a proper and workmanlike manner and with reasonable dispatch and so as not to be a nuisance or annoyance to owners or occupiers of property in the neighbourhood AND will leave the said land as soon as conveniently ~~may be~~ after the execution of any such works as aforesaid in a level and clean condition AND in the event of the Transferee failing to restore the said land to a level and clean condition as aforesaid to the satisfaction of the Transferor the Transferor may in its absolute discretion enter upon the said land and place the same in a level and clean condition at the expense and cost of the Transferee and such expense and cost shall be repaid by the Transferee to the Transferor on demand PROVIDED ALWAYS that before doing any act or thing in the exercise of the rights and privileges hereinbefore granted and during the exercise thereof the Transferee shall do everything reasonably necessary to obviate

[Handwritten initials]

[Handwritten initials]

10/10
10/10
10/10
10/10
10/10
10/10
10/10
10/10
10/10
10/10

119 - 2 -

risk of injury and/or damage to persons and property being in upon or in the vicinity of the said land or any adjoining land AND the Transferee doth hereby covenant with the Transferor that it will at all times indemnify and keep indemnified the Transferor from and against all claims demands actions suits cause and causes of action or suit sum or sums of money compensation interest damages debts costs charges and expenses which the Transferor may become liable to pay suffer or bear on account of any injury or damage suffered or sustained by any person using or being upon the said land or any adjoining land whether in person or property by reason of or arising out of the exercise by the Transferee of any of the rights and privileges hereinbefore conferred PROVIDED that nothing herein contained shall prevent the Transferor from building over the pipe-drain subject however to the observance and compliance with the following conditions and stipulations viz. :

- (a) In all respects the plans and specifications of every building at any time hereafter proposed to be erected over the pipe drain shall be first approved by the Transferee; and
- (b) no excavation by blasting or otherwise shall be made nearer to the pipe-drain than a distance of ten feet; and
- (c) every building shall be erected in all respects in accordance with the relative plans and specifications previously approved

AND the Transferor hereby covenants with the Transferee that the Transferor will not interfere with the free flow and passage of water through the same.

ENCUMBRANCES & C. REFERRED TO.

SIGNED at Sydney the 7th day of September 1958.

SIGNED in my presence by
JOHN LEO BOLAND
as Delegate of The Housing
Commission of New South
Wales who is personally
known to me : *[Signature]*

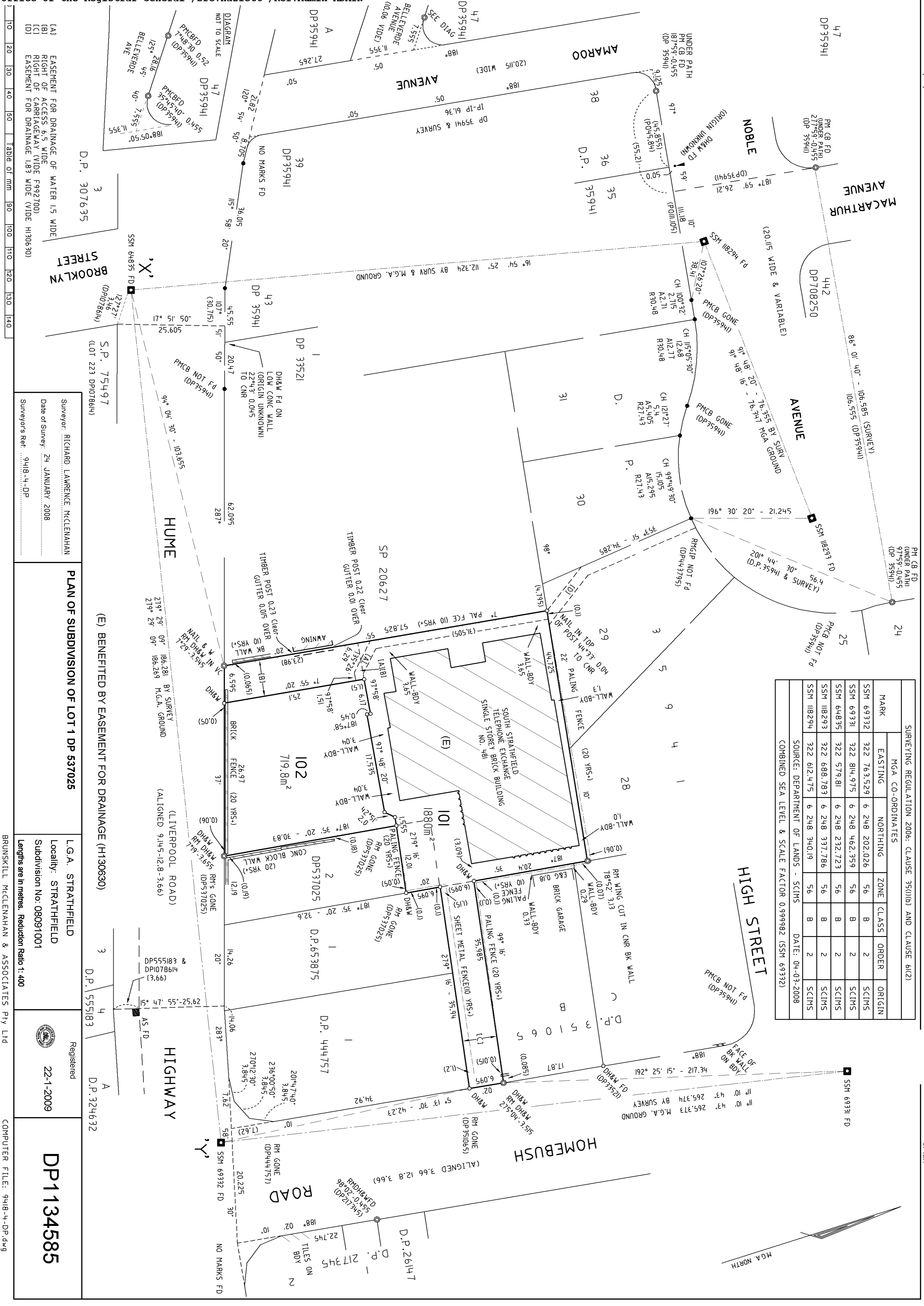
SIGNED by me JOHN LEO BOLAND Delegate of the Housing
Commission of New South Wales who hereby certify that I have no
notice of the revocation of such delegation. *[Signature]*
Transferor

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

SIGNED for and on behalf
of The Commonwealth of Australia
by the Deputy Crown Solicitor,
Sydney in the presence of -

[Signature]
Transferee

[Signature]
An Officer of the Attorney-General's Department.



SURVEYING REGULATIONS 2006: CLAUSE 35(1)(b) AND CLAUSE 61(2)							
MARK	MGA CO-ORDINATES			ZONE	CLASS	ORDER	ORIGIN
	EASTING	NORTHING	EASTING				
SSM 69332	322 763.529	6 248 202.026	56	B	2	SCIMS	
SSM 69331	322 814.975	6 248 462.359	56	B	2	SCIMS	
SSM 64835	322 579.81	6 248 232.723	56	B	2	SCIMS	
SSM 18293	322 688.783	6 248 337.786	56	B	2	SCIMS	
SSM 18294	322 612.475	6 248 340.19	56	B	2	SCIMS	

SOURCE: DEPARTMENT OF LANDS - SCIMS DATE: 04-03-2008
 (COMBINED SEA LEVEL & SCALE FACTOR 0.999982 (SSM 69332))

(A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 (B) RIGHT OF ACCESS 6.5 WIDE
 (C) RIGHT OF CARRIAGEWAY (VIDE F992700)
 (D) EASEMENT FOR DRAINAGE 1.83 WIDE (VIDE H130630)

D.P. 307635

3
 BROOKLYN STREET

S.S.M. 64895 FD
 (D.P. 1078614)

S.P. 75497
 (LOT 223 DP1078614)

DATE OF SURVEY: 24 JANUARY 2008
 SURVEYOR: RICHARD LAWRENCE MCLEENAHAN
 SURVEYORS REF: 9418-4-DP

(E) BENEFITED BY EASEMENT FOR DRAINAGE (H130630)

PLAN OF SUBDIVISION OF LOT 1 DP 537025

L.G.A. STRATHFIELD
 Locality: STRATHFIELD
 Subdivision No: 08091001
 Lengths are in metres. Reduction Ratio 1:400

Registered
 22-1-2009
 DP1134585

BRUNSKILL MCLEENAHAN & ASSOCIATES Pty Ltd
 COMPUTER FILE: 9418-4-DP.dwg

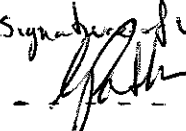
DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 1 sheet(s)

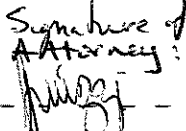
SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

- EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE.
- RIGHT OF ACCESS 6.5 WIDE.

I certify that PETER JOHN LIUZZI, MANAGER STRATEGIC PLANNING, NETWORK ACCOMMODATION, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this document in my presence as attorney for TELSTRA CORPORATION LIMITED under Power of Attorney registered Book 4457 N° 824

Signature of Witness:


Signature of Attorney:


NAME OF WITNESS
 GEORGE ROBERT PATTERSON

Attorney's Name:
 PETER JOHN LIUZZI

ADDRESS OF WITNESS
 C/PO Box 5221 MELBOURNE VIC 3001

Signing on behalf of
 TELSTRA CORPORATION LIMITED

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

DP1134585

Registered:  22-1-2009

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 1 DP 537025

LGA: STRATHFIELD

Locality: STRATHFIELD

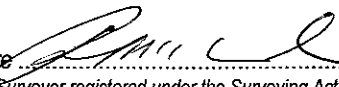
Parish: CONCORD

County: CUMBERLAND

Surveying Regulation, 2006

I, **Richard Lawrence McClenahan** of BRUNSKILL McCLENAHAN & ASSOCIATES Pty Ltd Suite 22, 1-3 Havilah Street, CHATSWOOD a surveyor registered under the *Surveying Act, 2002*, certify that the survey represented in this plan is accurate, has been made in accordance with the *Surveying Regulation, 2006* and was completed on: 24 January 2008

The survey relates to:
 SUBDIVISION OF LOT 1 DP 537025

Signature  Dated: 16/10/2008
 Surveyor registered under the *Surveying Act, 2002*

Datum Line: 'X'-'Y'
 Type: Urban

- Plans used in the preparation of survey.
- | | | |
|-----------|-----------|-----------|
| DP 13834 | DP 351065 | DP1078614 |
| DP 33521 | DP 443795 | |
| DP 35941 | DP 444757 | |
| DP 171567 | DP 537025 | |
| DP 217345 | SP 20627 | |
| DP 305236 | R 5-2510 | |
| DP 342537 | DP555183 | |

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

SURVEYOR'S REFERENCE: 9418-4-DP

Crown Lands NSW/Western Lands Office Approval

I, in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land shown herein have been given
 Signature:
 Date:
 File Number:
 Office:

Subdivision Certificate

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

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

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Strathfield Council
 Date of Endorsement: 13 October 2008
 Accreditation no:
 Subdivision Certificate no: 0809/001
 File no: 2006/008

* Delete whichever is inapplicable.

* OFFICE USE ONLY

ePlan

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

Lengths are in metres

Sheet 1 of 2 sheets

Plan:

DP1134585

PLAN OF SUBDIVISION OF
LOT 1 D.P. 537025.

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

**TELSTRA CORPORATION
LIMITED**
(ACN 051 775 556)
Level 6, Tower 1
Darling Park
201 Sussex Street
Sydney NSW 2000

PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of Easement to be created and referred to in the plan	Lots Burdened	Lots or Authorities Benefited
1	Easement for Drainage of Water 1.5 wide.	Lot 101	Lot 102
2	Right of Access 6.5 wide	Lot 101	Lot 102

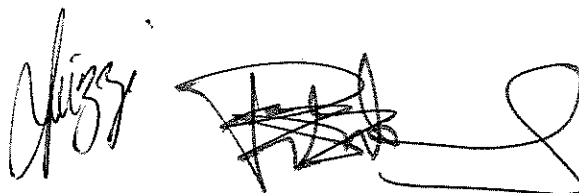
PART 2 (Terms)

1. Terms of Easement for Drainage of Water 1.5 wide shown as [A] and numbered 1 in the plan.

- 1.1 Terms as set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 as amended.
- 1.2 The persons or authority empowered to release, vary or modify this easement are the Registered proprietors of the burdened and benefited lots.

2. Terms of Right of Access 6.5 wide shown as [B] and numbered 2 in the plan.

- 2.1 Terms as set out in part 14 of schedule 8 of the Conveyancing Act 1919 as amended.
- 2.2 The persons or authority empowered to release, vary or modify this easement are the Registered Proprietors of the burdened and benefited lots.



ePlan

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

Lengths are in metres

Sheet 2 of 2 sheets

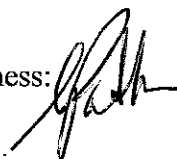
Plan:

DP1134585

PLAN OF SUBDIVISION OF
LOT 1 D.P. 537025.

I certify that Peter John Liuzzi, Manager Strategic Planning Network Accommodation, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this document in my presence as attorney for **TELSTRA CORPORATION LIMITED** under Power of Attorney registered Book 4457 No. 829

Signature of witness:



Signature of Attorney:



Name of witness:

Geoffrey Robert Patterson

Attorney's name:

PETER JOHN LIUZZI


Address of witness:

C/O Box 5221
MELBOURNE VIC 3001

Signing on behalf of:

TELSTRA CORPORATION LIMITED

By executing this document the attorney states that the attorney has received no notice of revocation of the power of attorney.



AUTHORISED OFFICER
STRATHFIELD COUNCIL

REGISTERED



22-1-2009

Form: 13PC
Release: 3-1

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919



AM62937K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Reg. 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** 103/1226586

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	IV	MERCLAND ASHFIELD PTY LTD PO BOX 187 PENNANT HILLS NSW 2120 94844500 Reference:	PC

(C) **REGISTERED PROPRIETOR**
Of the above land
MERCLAND ASHFIELD PTY LTD A.C.N. 138 927 438

(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this positive covenant		
	Nature of Interest	Number of Instrument	Name
	Mortgage <input checked="" type="checkbox"/>	AJ191415	MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

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

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

DATE

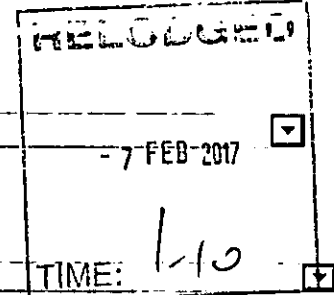
(G) **Execution by the prescribed authority**
I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: V. Gorn Signature of authorised officer: [Signature]
 Name of witness: Valentina Corgiostki Name of authorised officer: Silvia Falato
 Address of witness: Cl-65 Wandsworth Road Strathfield NSW 2135 Position of authorised officer: As Director Infrastructure and Development.

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

Company: MERCLAND ASHFIELD PTY LTD
 Authority: SECTION 127 CORPORATIONS ACT

Signature of authorised person: <u>[Signature]</u>	Signature of authorised person: <u>[Signature]</u>
Name of authorised person: <u>FADI NASSIF</u>	Name of authorised person: <u>[Signature]</u>
Office held: <u>Sole Director/Secretary</u>	Office held: <u>[Signature]</u>



(H) **Consent of the mortgagee**
The mortgagee under mortgage No. AJ191415, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence

Signature of witness: [Signature] Signature of mortgagee: [Signature]
 Name of witness: JOANNE TALBOT Name of mortgagee: ANDREW POPE
 Address of witness: LEVEL 3 101 GEORGE ST PARRAMATTA 2150 Address of mortgagee: POA BOOK 4548 N 494 RELATIONSHIP EXECUTIVE

CTP100
425P

ANNEXURE "A" OF POSITIVE COVENANT IN FAVOUR OF STRATHFIELD COUNCIL SETTING OUT TERMS OF POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88(E) CONVEYANCING ACT 1919.

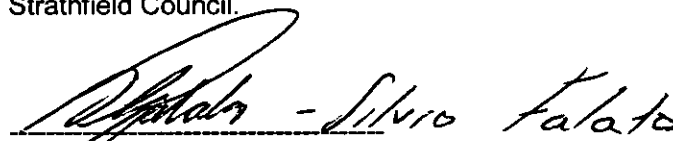
Property Address: 235 HOMEBUSH ROAD STRATHFIELD NSW 2135 (Formally known as 473 and 483 LIVERPOOL ROAD STRATHFIELD NSW 2135)

1. Terms

- (a) The stormwater detention facility as described by work as executed plan H-02(B), H-05(E) and H-14(C) prepared by Urbanex Pty Ltd forming part of the DA approval DA 2012/169 shall not be altered or removed in whole or in part without the written approval of Strathfield Council.
- (b) The registered proprietor is to maintain the stormwater detention facility in working condition.
- (c) Authorised Strathfield Council employees are to be allowed access for inspection upon reasonable notice. The registered proprietor is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance.
- (d) In the event of the registered proprietor not complying with this notice, Council or its authorised agents may enter and carry out the specific work and recover the costs due.

2. Name of the Authority whose consent is necessary to release, vary or modify the terms referred to in the abovementioned plan.

Strathfield Council.



Authorised Person
Strathfield Council



FADI NASSIF
SOLE DIRECTOR/SECRETARY
MERCLAND ASHFIELD PTY LTD
A.C.N. 138 927 438

Lodger Details

Lodger Code 500507Y
Name MADISON MARCUS LAW FIRM PTY LTD
Address L 10, 60 CASTLEREAGH ST
SYDNEY 2000
Lodger Box 1112G
Email DENIS.HALL@MADISONMARCUS.CO
Reference MM24024

Land Registry Document Identification

AU432046

STAMP DUTY:

Consolidation/Change of By-laws

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
CP/SP94969	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP94969
Other legal entity

Meeting Date

15/07/2024

Repealed by-law No.

Details NOT APPLICABLE

Added by-law No.

Details By-Law 32

Amended by-law No.

Details NOT APPLICABLE

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 Conditions and Provisions

See attached Approved forms

See attached Approved forms

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 THE OWNERS - STRATA PLAN NO. SP94969

Signer Name ANNABELLE TAN

Signer Organisation MADISON MARCUS LAW FIRM PTY LTD

Signer Role PRACTITIONER CERTIFIER

Execution Date 20/09/2024

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

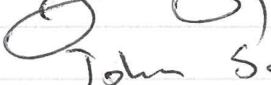
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

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

(A) TORRENS TITLE	For the common property CP/SP94969	
(B) LODGED BY	Document Collection Box 1112G	Name, Address or DX, Telephone, and Customer Account Number if any Madison Marcus Law Firm Level 10, 60 Castlereagh Street, Sydney NSW 2000 134904C Reference: MM24024
	CODE CH	

- (C) The Owners-Strata Plan No. 94969 certify that a special resolution was passed on 15/7/2024
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. By-Law 32
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure A

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A.
- (G) The seal of The Owners-Strata Plan No. 94969 was affixed on 18/9/24 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 Sarraf
Authority: Strata manager
Signature: _____
Name: _____
Authority: _____



Annexure A

Consolidation of by-laws for SP94969

Summary

By-Law Number	How created	When passed
By-Laws 1-31	Registered with the Scheme	
By-Law 32 – Cost Recoveries	Special Resolution	15 July 2024



The seal of The Owners - Strata Plan No 94969 was affixed on 18/9/24 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 of Committee Member/Strata Manager

Common Seal

John Sarraf

Name of Committee Member/Strata Manager

Signature of 2nd Committee Member

Name of 2nd Committee Member

ANNEXURE A

SP94969

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1 Vehicles

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

2 Changes to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owner's corporation.

(2) An approval given by the owner's corporation under clause (1) cannot authorise any additions to the common property.

(3) Subject to paragraph (b):

(a) this by-law does not prevent an owner or person authorised by an owner from installing:

- i. any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- ii. any screen or other device to prevent entry of animals or insects on the lot, or
- iii. any structure or device to prevent harm to children, or
- iv. any device used to affix decorative items to the internal surfaces of walls in the owner's lot, unless the device is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(b) an owner or occupier is not permitted by this by-law to erect or install a security door or fly screen at the unit entry to the common hallway, without the prior approval in writing from the owner's corporation which approval the owner's corporation shall have the right to withhold in its sole and absolute discretion.

(4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) A lot owner must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (3) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

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

(1) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(2) use for his or her own purposes as a garden any portion of the common property.

4 Noise

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

5 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

6 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property. Without limiting the provision of this clause, that the invitees comply with Clause 5

7 Obstruction of common property

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

8 Children playing on common property

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

9 Smoke Penetration

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.

- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Hanging out of washing

An owner or occupier of a lot may not hang washing on any part of the lot that is visible from street level or on common property. Washing is not permitted to be hung on balconies.

In this clause: **washing** includes any clothing, towel, bedding or other article of a similar type.

11 Preservation of fire safety

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

12 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause 12 (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owner's corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.
- (3) This by-law does not impose an obligation on the owner's corporation to wash any windows in the building.

13 Storage of inflammable liquids and other substances and Materials

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

14 Floor coverings

- (1) An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.
- (2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Changes to floor coverings and surfaces

- (1) An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
- (2) An owner or occupier of a lot must remove and properly dispose of any waste materials away from the building, at his, her or their own expense.
- (3) This by-law does not affect any requirement under any law to obtain a consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

16 Garbage disposal

Shared Receptacles

- (1) An owner or occupier of a lot must not deposit, dispose of or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owner's corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:
 - (a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and
 - (b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled around the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.
 - (c) must ensure that all garbage, or waste is securely wrapped before it is carried through the common property to prevent spillage
 - (d) must promptly remove any thing which the owner or occupier may have spilled in the area of the receptacles, or in lifts or hallways and must take such action as may be necessary to clean the area within which that thing was spilled
 - (e) must advise the strata manager on the next business day of any leakage or spill in common areas, which has not been completely cleaned
 - (f) may be held responsible for any cleaning, removal or repair cost incurred by the owner's corporation in removing any item left on common property, or cleaning of any spillage or mark caused by an occupier in disposing of waste. The cost may be added to the owner's lot account.

(4) An owner or occupier of a lot must:

- (a) comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and
- (b) notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste
- (c) must comply with the reasonable rules and requests of the owner's corporation in regard to storage, handling and collection of garbage, waste and recyclable materials
- (d) if the lot is used for commercial purposes, not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

(5) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.

(6) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

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

(8) Delivery and Waste Removal Vehicles

(a) All deliveries to the site are to be limited to vehicles with a maximum length of 6.2 metres, maximum height of 2.7 metres and a maximum weight of 20 tonnes and is to enter the building from the Homebush Road driveway.

(b) Access to the loading dock shall be restricted to only one vehicle at any one time

(9) Waste management Collection Times

The waste bin collection shall not be undertaken between the hours of 6:00pm - 7:00am each day.

Appointment of a waste caretaker

- (10) The Strata may appoint a waste caretaker who will carry the overall responsibility for managing all waste generated by the building.
- (11) All equipment movement in the waste room shall be managed by the waste caretaker at all times.
- (12) The waste caretaker duties include: -
 - (a) General maintenance and cleaning on a regular basis
 - (b) Organising, maintaining and cleaning the general and recycled waste holding areas on a regular basis
 - (c) Organising both garbage and recycled waste any required additional pick-ups
 - (d) Cleaning and exchanging all bins
- (13) Being available on site when the garbage truck arrives to collect waste and recycling. The waste caretaker shall take all the bins to be emptied to the truck and store the bins once emptied back in the waste room

17 Keeping of animals

- (1) Subject to Part 7 – Strata Schemes Management Act 2015, S139 (6), An owner or occupier of a lot must not, without the prior written approval of the owner's corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the common property.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps a cat, small dog or small caged bird on the lot then the owner or occupier must:
 - (a) notify the owners corporation that the animal is being kept on the lot,
 - and

- (b) keep the animal within the lot, and
- (c) supervise the animal when it is on the common property, and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

(4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth

18 Air Conditioners

The air conditioner provided for the lots is for the exclusive use of the owner or resident of the lot, and shall not form part of the common property. The owner's corporation shall not be responsible for the maintenance or replacement of the air conditioner, or any part thereof. The maintenance of the air conditioners is the responsibility of the lot owners.

19 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owner's corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 10.

20 Change in use of lot to be notified

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

- (c) Any other change of use from that that was originally approved for that lot.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

21 Provision of amenities or services

- (1) The owner's corporation may, by special resolution, determine to enter arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:
- (a) security services,
 - (b) promotional services,
 - (c) advertising,
 - (d) commercial cleaning,
 - (e) domestic services,
 - (f) window cleaning
 - (g) garbage disposal and recycling services
 - (h) electricity, water or gas supply
 - (i) telecommunication services (for example, cable television)
- (2) If the owner's corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

22 Compliance with planning and other requirements

- (1) The owner's corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme:
 - (a) that commercial or business activities may be conducted on a lot or common property only during certain times,
 - (b) that facilities situated on the common property may be used only during certain times or on certain conditions.
- (2) An owner or occupier of a lot must comply with a determination referred to in clause (1)

23 Collection of levies and other amounts owed to the Strata Plan

The Strata Plan is empowered to add to a Lot owners' strata account any sum it deems payable to the Strata plan whether they are standard levies or other costs relating to that lot or any other costs expended on behalf of that lot. Interest and other collection fees may be added to the outstanding strata account where the non-payment exceeds the payment terms. The Strata Plan is also empowered to be able to recover those charges on the lot owners account if they are not paid in a way that is consistent with normal commercial business practice.

24 Compliance with planning and other requirements

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

25 Prevention of hazards

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

26 Stormwater Detention Facility (OSD) Positive Covenant.

- (1) The stormwater detention facility as described on the work as executed plan, H-05E and H-14(C) prepared by Urbanex Pty Ltd forming part of the DA approval 2012/169, shall not be altered or removed in whole or in part without the written approval of Strathfield Council.
- (2) The Registered Proprietor is to maintain the stormwater detention facility in working condition.
- (3) Authorised Strathfield Council employees are to be allowed access for inspection upon reasonable notice. The registered proprietor is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance.
- (4) In the event of the registered proprietor not complying with this notice, Council or its authorised agents may enter and carry out the specific work and recover the costs due.

27 Landscaping & Plants Maintenance within Lots

A lot owner must at his own cost maintain any landscaping and any plants that are within their lot at the date of the incorporation of this Strata Plan to an acceptable standard. The Owners Corporation may within the first two years from the incorporation of the Strata Plan and at the lot owners expense rectify, maintain or otherwise the landscaping and or plants if the lot owner fails to comply with this clause.

28 Electricity Sub-Station

The Electricity Sub-Station is operated under the provisions of the Deed of Agreement for Easement between the original developer and Ausgrid together with a Section 88b instrument setting out the terms of the easement. No works are allowed within or around the electricity substation easement as defined in the Strata Plan without the express written approval of Ausgrid.

29 Communications Tower

(1) Permitted Use

Despite anything else contained in these By-laws:

- (a) The Registered Proprietor or Tenant in the Strata plan is authorised and has the rights to install, operate, repair, renew, alter, maintain and upgrade a Telecommunications Facility from Lot 81 (Permitted Use).
- (b) The Registered Proprietor or Tenant is authorised to have unrestricted access to and use of the common property to access the Telecommunications Facility at all times. If access to the common property is required by the Registered Proprietor or Tenant over an extended period of time (greater than 3 days at a time) to conduct works on the Telecommunication Facility or elsewhere on the land affected by the Strata Plan (Land) or building located on the Strata Plan (Building), the Registered Proprietor or Tenant must provide at least seven (7) days notice to the Owners Corporation of its intention to use the common property for access over an extended period of time.
- (c) The Registered Proprietor or Tenant is authorised to lay electricity cables over, under or within the Building or the Land including the common property to connect the Facility to the public electricity supply and to transmit electricity through those cables.
- (d) The Registered Proprietor or Tenant is authorised to lay communication cables over, under or within Building or the Land including the common property in connection with the Permitted Use and to use those cables.
- (e) The Registered Proprietor or Tenant is authorised to repair, replace, renew, alter, maintain and upgrade the cables referred to in clauses 30.1(c) and 30.1(d).
- (f) The Registered Proprietor or Tenant may carry out any structural work on the Building and Land (including the common property) required for the installation of the Telecommunications Facility.
- (g) If the Tenant is granted a lease over part of the Building, the Tenant may only use the Premises for the permitted use under that lease (Permitted Use)
- (h) The Registered Proprietor or Tenant must not overload the structure of the Building.

(2) Permits and Approvals

- (a) The Owners Corporation irrevocably authorises the Registered Proprietor or Tenant (at the Registered Proprietor's or Tenant's expense) to make applications to any

relevant authority for any necessary permits, consents and approvals to enable the development, construction and use of the Telecommunications Facility (in accordance with the Permitted Use where the Tenant has been granted a lease over part of the Building) and to exercise and procure (at the Registered Proprietor's or Tenant's discretion) every right of appeal arising from the determination of any such application or the failure to determine such application; and

- (b) The Owners Corporation must sign all documentation and provide all assistance required by the Registered Proprietor or Tenant, or any authorised person to obtain the permits, consents and approvals referred to in clause 2 (a).

(3) Consent of Owners Corporation

- (a) The Registered Proprietor or Tenant does not require the consent of this Owners Corporation to operate the Telecommunications Facility as per clause 30.1.
- (b) Except in an emergency, the Registered Proprietor or Tenant may carry out works in connection with Telecommunications Facility on common property by providing seven (7) days notice to the Owners Corporation. In an emergency, the Registered Proprietor or Tenant must notify the Owners Corporation of the works as soon as practicable and after such works are completed.
- (c) The Owners Corporation cannot amend, delete or change any of the By-Laws in this plan (Variation) relating to the Telecommunications Facility that will be to the detriment of the Registered Proprietor's or Tenant's Permitted Use, financial position or otherwise unless:
 - i. notice of the Variation is provided to the Registered Proprietor or Tenant; and
 - ii. if the Variation will adversely affect the Registered Proprietor or Tenant, the written consent of the adversely affected party (being the Registered Proprietor or Tenant as applicable) is first obtained and
 - iii. in any instance, any motion or action to make any changes or amendments must be at the Annual General Meeting with the motion requiring a one hundred percent (100%) vote in favour of that motion.
- (d) Where the Registered Proprietor or Tenant requests any changes or additions to the Telecommunications Facility on common property (other than those permitted under this clause 30), the Owners Corporation cannot unreasonably refuse the request if the Registered Proprietor or Tenant agrees that all the costs for the Owners Corporation approving any such changes or additions will be at the expense of the Registered Proprietor or Tenant (whichever party makes the request).

(4) No Restriction on Commonwealth Legislation

- (a) Nothing in these By-Laws affects, restricts, limits or derogates from the rights, powers and immunity of the Tenant under and by virtue of the Act or any other applicable legislation and/or regulations of the Commonwealth.
- (b) The Owners Corporation agrees pursuant to clause 17(5) Division 5 Part 1 of Schedule 3 of the Telecommunications Act 1997 to waive its right to:
 - i. be given a notice under clause 17(1) Division 5 Part 1 of Schedule 3 of the Act of the Tenant's exercise of its powers to inspect and/or install a low impact installation and to maintain the Telecommunications Facility; and
 - ii. object to an activity which would have been the subject of a notice if not for the operation of this clause.
- (c) The operation of this clause survives the expiry or termination of the Tenant's occupation of Lot 81 in the Strata Plan.

(5) Definitions

In By Law 29,

Lot 81 means Lot 81 in the Strata Plan.

Tenant means Telstra Corporation Limited who is granted a lease, licence or other right of access over Lot 81 including but not limited to a lease from the Registered Proprietor.

Registered Proprietor means is the registered owner of Lot 81 from time to time.

Telecommunications Facility means the equipment housing, tower (if any), antennas, associated ancillary equipment and/or any other fixtures, fittings, structures, and cabling as altered, upgraded and/or added to in the Tenant's absolute discretion from time to time.

30 Service of documents on owner of lot by Owners Corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

31 Common Property Rights by-law

- (1) The owners of the lots referred to in Attachment A, have a right for the exclusive use and enjoyment of the whole or the specified part of the common property as detailed in Attachment A
- (2) The owners of the lots referred to in Attachment A are responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the whole or the specified part of the common property referred to in Clause 31 (1).
- (3) The Owners Corporation is discharged from its obligations to maintain and repair the common property that are subject to the common property rights referred to in Attachment A.
- (4) The Common Property Rights assigned pursuant to this clause to each lot owner or owners cannot be repealed or revoked by the Owners Corporation or any other body except with the signed written consent of the lot owner or owners.

The Common Property Rights assigned pursuant to this clause to each lot owner or owners cannot be repealed or revoked by the Owners Corporation or any other body except with the signed written consent of the lot owner or owners.

32 Recovery of Costs

1. Introduction

The purpose of this by-law is to assist the owners corporation to better manage and administer the strata scheme by prohibiting certain acts and enabling the owners corporation to recover certain costs.

2. Damaging Common Property and False Fire Alarms

- 2.1 An owner or occupier must not trigger a false fire alarm.
- 2.2 An owner or occupier must not damage any common property in any way, by their acts or omissions.
- 2.3 An owner or occupier must not leave any rubbish or other items on common property, including when moving into or out of the strata scheme, except in receptacles on or in the strata scheme for that purpose.
- 2.4 An owner or occupier must make their lot available during normal business hours, as long as at least 7 days' notice has been given to them, for fire inspections, for repairs to common property and for inspections to determine if repairs are needed (in accordance with s122 of the Act), and for any other purpose for which the owners corporation is permitted access under the Act.
- 2.5 An owner or occupier must comply with all of the by-laws of the scheme and must comply with all provisions of the Legislation.
- 2.6 Each owner must use all reasonable endeavours to ensure that their occupiers and invitees do not:
 - 2.6.1 trigger a false fire alarm; or
 - 2.6.2 damage common property; or
 - 2.6.3 leave any rubbish or other items on common property, including when moving into or out of the strata scheme, except in receptacles on or in the strata scheme for that purpose; or
 - 2.6.4 breach clause 2.4 by denying access for those purposes once the relevant notice has been given; or
 - 2.6.5 breach any of the by-laws of the scheme or any Legislation, or repeat those breaches once the owner is on notice of the breach,and:
 - 2.6.6 must upon request provide to the owners corporation sufficient evidence to satisfy the owners corporation (on the balance of probabilities) that the owner has used those reasonable endeavours.
- 2.7 In addition to the obligations on an owner under clause 2.6, if an owner becomes aware of their occupier breaching any of clauses 2.1-2.5 of this by-law, that owner must:
 - 2.7.1 take all reasonable steps available to them to prevent further breaches of any of clauses 2.1-2.5, including but not limited to taking action under their lease; and

- 2.7.2 provide to the owners corporation sufficient evidence to satisfy the owners corporation (on the balance of probabilities) that the owner has taken all of those reasonable steps available to them.

3. **Owners corporation's power in the event of a breach of this by-law**

If an owner or occupier breaches this by-law, the owners corporation may:

- 3.1 if the breach is of clause 2.1 or 2.6.1 or 2.6.6 or 2.7, recover from the person responsible the charge issued to the owners corporation for that false fire alarm; and
- 3.2 if the breach is of clause 2.2 or 2.6.2 or 2.6.6 or 2.7, recover from the person responsible its costs or damages flowing from that breach, including:
- 3.2.1 the cost of repairing the damaged common property; and
- 3.2.2 any amount payable to the owners corporation's insurer, such as any excess or increased premiums; and
- 3.3 if the breach is of clause 2.3 or 2.6.3 or 2.6.6 or 2.7, recover from the person responsible the costs flowing from that breach, including the cost of removing or disposing of those items; and
- 3.4 if the breach is of clause 2.4 or 2.6.4 or 2.6.6 or 2.7, recover from the person responsible the costs of reinspection and all other reasonable costs flowing from the denial of access; and
- 3.5 if the breach is of clause 2.5 or 2.6.5 or 2.6.6 or 2.7, recover from the person responsible the costs flowing from that breach, including legal and strata manager additional costs (related to the breaches) and other costs, and

recover the expenses of recovering those debts, and the owner indemnifies the owners corporation in respect of those debts and the expenses of recovering those debts.

4. **Recovery**

- 4.1 A debt will, if not paid within a month of (**Interest Start Date**):
- 4.1.1 sending the invoice to the responsible person; or
- 4.1.2 otherwise notifying the responsible person of the debt,
- bear interest at the rate of 10% per annum, calculated on a daily basis from the Interest Start Date until payment.
- 4.2 The owners corporation may recover all of its expenses of recovering a debt and to the extent possible, on an indemnity basis.
- 4.3 All debts, interest on debts and expenses of recovering debts are payable into the Administrative Fund, as an amount payable under a by-law made under Part 7 of the Act.

5. **Interpretation**

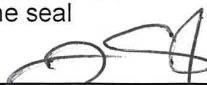
In this by-law:

- 5.1 **Act** means the *Strata Schemes Management Act 2015*.

- 5.2 **debt** means any amount payable to the owners corporation under this by-law, including any costs payable to the owners corporation under clauses 3.1-3.5.
- 5.3 **false fire alarm** means setting off a fire alarm (including a false fire alarm), so that the fire brigade or other organisation:
- 5.3.1 is required to attend the strata scheme; and
- 5.3.2 charges the owners corporation a fee for that attendance.
- 5.4 **Legislation** means the *Strata Schemes Management Act* and all other related legislation.
- 5.5 **occupier** means an occupier of a lot in the strata scheme.
- 5.6 **owner** means an owner of a lot in the strata scheme.
- 5.7 **person responsible** means, at the owners corporation's discretion:
- 5.7.1 the person who has breached any one or more of clauses 2.1-2.5; or
- 5.7.2 an owner who is in breach of clause 2.6 or 2.7 by failing to use the necessary reasonable endeavours or take the reasonable steps.
- 5.8 Any term used in this by-law that is defined in the Act will have the same meaning in this by-law as it does in the Act.
- 5.9 If there is any conflict between this by-law and any other by-law of the strata scheme, this by-law will apply to the extent of that conflict.
- 5.10 Any provision that is invalid, unenforceable or illegal must be read down to the extent necessary to avoid that effect. If that is not possible, that provision must be excluded from this by-law but only to the extent necessary to avoid that effect. All other provisions of this by-law continue to be valid and enforceable.



The seal of The Owners - Strata Plan No 94969 was affixed on 18/9/24 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 of Committee Member/Strata Manager

Common Seal

John Sarraf

Name of Committee Member/Strata Manager

Signature of 2nd Committee Member

Name of 2nd Committee Member

Approved Form 10

Certificate re Initial Period



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

*that the initial period has expired.

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

The seal of The Owners - Strata Plan No. 94969 was affixed on ^18/9/24..... 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 Scariaf Authority: Strata Manager

Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.

Form: 12PV
Release: 4-1

**APPLICATION
FOR REPLACEMENT
CERTIFICATE OF TITLE**
New South Wales
s111 Real Property Act 1900



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

(A) **CERTIFICATE OF TITLE** CP/SP 94969

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Sarraf Strata - P O Box 520, Hurstville NSW 1481 PH: 93758710 - john@sarrafstrata.com.au Reference: CP/SP 94969	CODE PV
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(C) **REGISTERED PROPRIETOR** The Owners Strata Plan - 94969

(D) **APPLICANT** The Owners Strata Plan - 94969

- (E) The certificate of title referred to above has been—
 mislaid destroyed stolen damaged or defaced.
- (F) The applicant—
 is a private person who is a registered proprietor of the land in the certificate of title.
 is a corporation which is a registered proprietor of the land in the certificate of title.
 is a lending institution having a registered first mortgage over the land in the certificate of title.
 had custody of the certificate of title at the time it was mislaid, destroyed, etc, and is—
 a lending institution not having a registered first mortgage over the land in the certificate of title.
 a trustee institution.
 a legal practitioner.
 a licensed conveyancer.
 [If other, specify]: _____

The applicant hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application and applies for replacement of the certificate of title referred to above.

DATE 3/8/2020

- (G) I certify I am an eligible witness and that the applicant signed this dealing in my presence. [See note* below]
- Certified correct for the purposes of the Real Property Act 1900 by the applicant.

Signature of witness:

Name of witness: Dorel Sarah Taylor
 Address of witness: Unit 4 10 Fox Road Hurstville NSW 2220
 Telephone Number of the Witness: 0404062331

Signature of applicant:



Witness please note: You may be contacted by the Registrar General to verify the signing.
** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

WARNING! SEVERE PENALTIES MAY BE IMPOSED FOR LODGING A FALSE APPLICATION.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

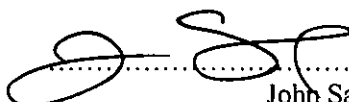
Statutory Declaration
OATHS ACT 1900, NSW, EIGHTH SCHEDULE

I, John Sarraf (Strata Manager) of Suite 261, Level 6, 7-11 The Avenue, Hurstville in the State of New South Wales do each solemnly and sincerely declare as follows:

1. I am an employee of Netpans Pty Ltd trading as Sarraf Strata, which is the managing agent for – Strata Plan No. 94969 ('Owners Corporation').
2. The Owners Corporation is the owner of the common property of the strata scheme ('Land').
3. The Certificate of Title has been lost.
4. The Certificate of Title was one of many which was transferred to our Hurstville office by the previous strata managing agent.
5. We have been unable to locate the certificate, the previous managing agent has advised us that they have never held a copy.
6. There are no easements or covenants affecting the Land which are not already recorded on the certificate of title & the land is occupied by the Owners Corporation.
7. There is no rate notice as the Owners Corporation does not pay rates.
8. The Owners Corporation is not insolvent nor under any scheme of arrangement.

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

Declared at Sydney on the 5 August 2020


John Sarraf

in the presence of an authorised witness, who states:

I, Antel James Taylor, a Justice of the Peace, certify the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person ~~OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and~~
2. I have known the person for at least 12 months ~~OR *I have confirmed the person's identity using an identification document and the document I relied on was //describe identification document relied on//.~~



Signature of authorised witness

31/8/2020

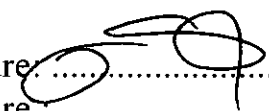
date



Approved Form 23

Attestation

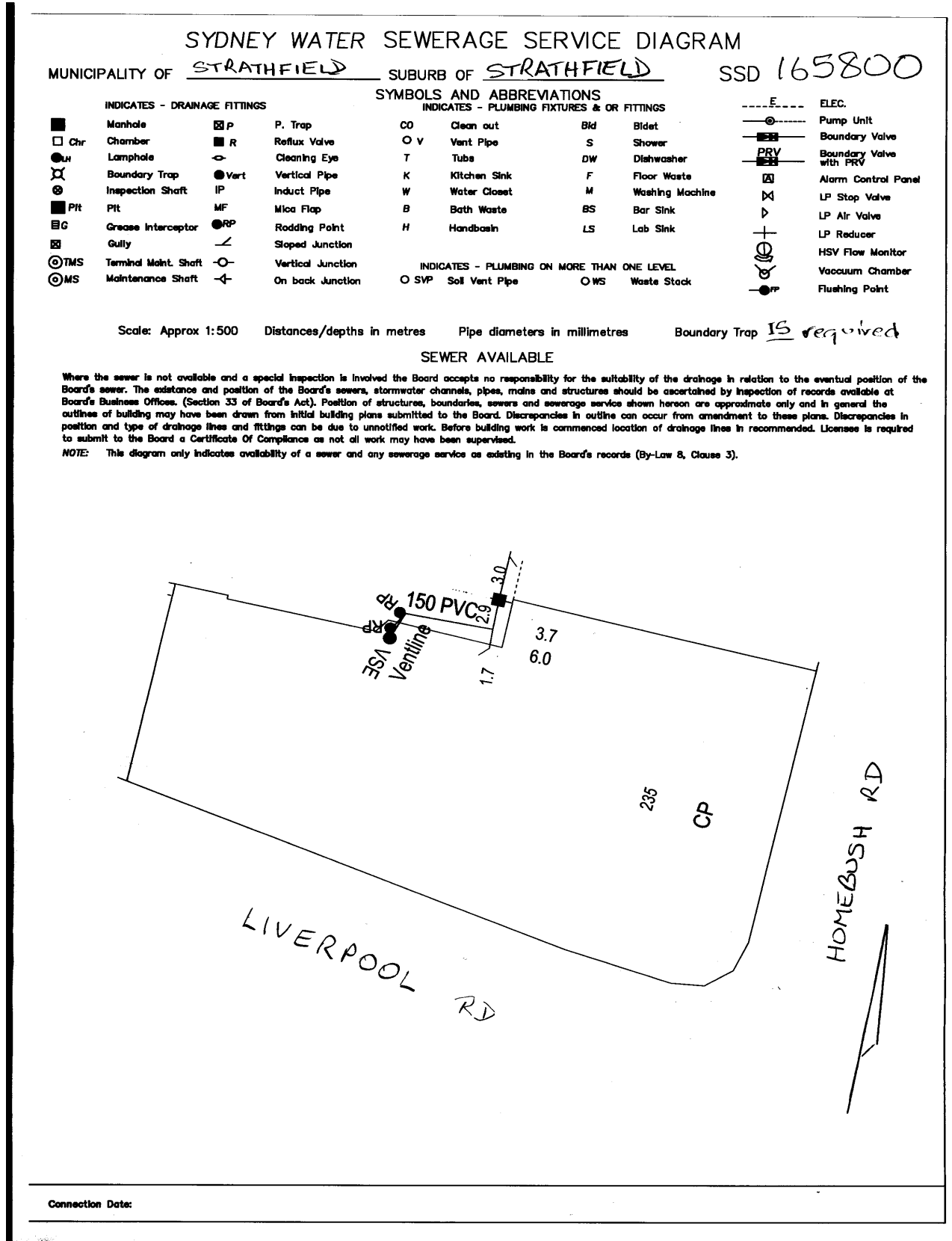
The seal of The Owners - Strata Plan No 94969..... was affixed on ^
31/8/20..... in the presence of the following person(s) authorised by
section 273 *Strata Schemes Management Act 2015* to attest the affixing of the
seal.

Signature: ..... Name: John Sarraf Authority: Strata Manager
Signature: Name: Authority:

^ Insert appropriate date

Sewer Service Diagram

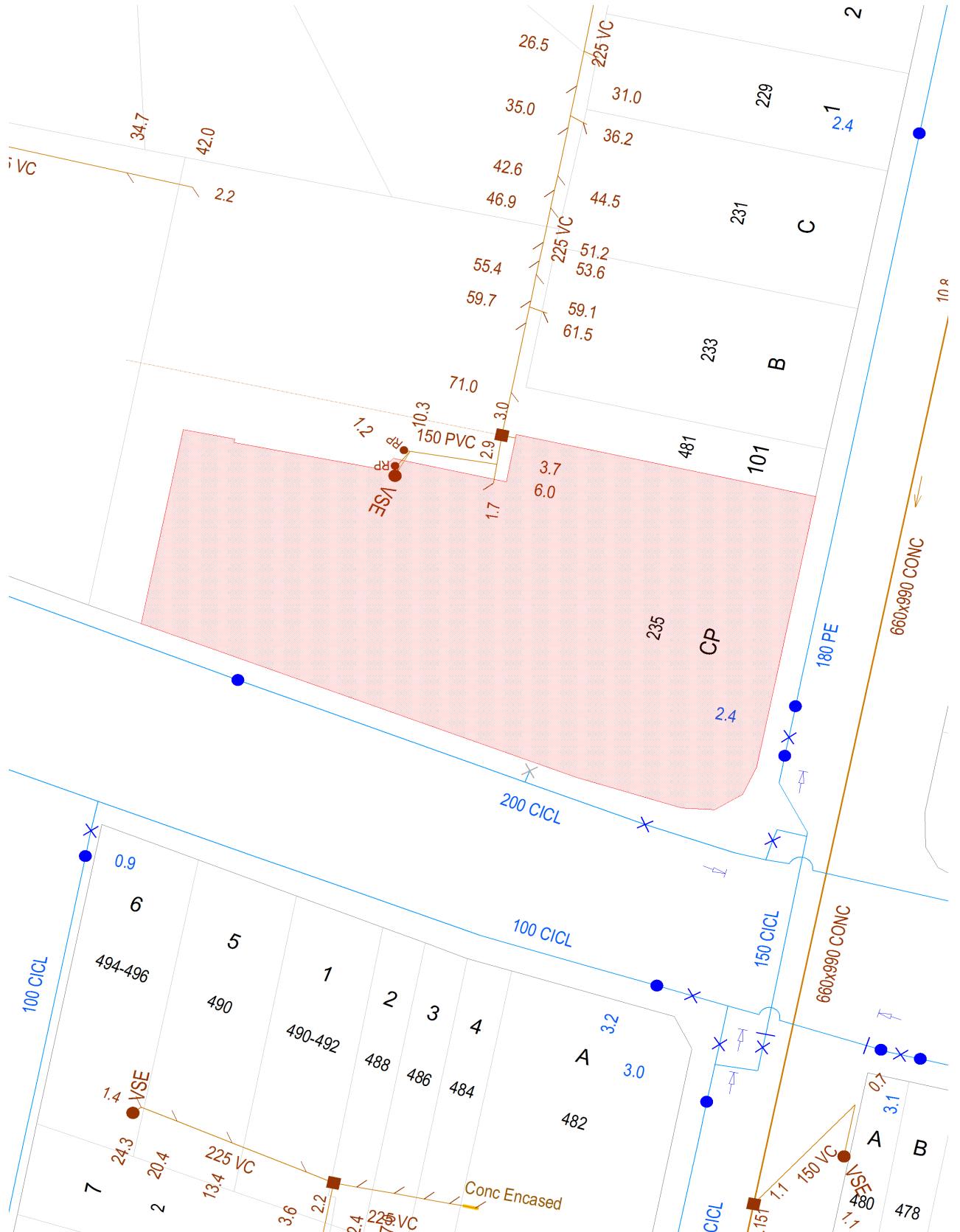
Application Number: 8001875865



Disclaimer

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

Service Location Print
Application Number: 8001875866



Document generated at 12-08-2022 02:40:36 PM

Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

MIRIKARL PARTNERS
Level 1 4 Railway Parade
Burwood

Issue Date : 04/02/2025
Receipt No. : 353179
Fee Paid : \$68.00

Address : Unit 10 235 Homebush Road STRATHFIELD NSW 2135
Description : Lot: 10 SP: 94969
Owner : H Cai

PLANNING CERTIFICATE

Issued under Section 10.7 (2) Environmental Planning & Assessment Act 1979

This planning certificate should be read in conjunction with the relevant Local Environmental Plan listed under Names of Relevant Planning Instruments and DCPs. This is available on the NSW legislation website at www.legislation.nsw.gov.au

The land to which this certificate relates, being the lot or one of the lots described in the corresponding application, is shown in Council's records as being situated at the street address described on page 1 of this certificate.

It is the applicant's responsibility to confirm that the legal description of the lot to which the application relates is accurate and current. Council does not check the accuracy or currency of the information; nor does Council have the copyright to this information.

The legal description of land is obtained from NSW Land and Property Information. Applicants must verify all property and lot information with NSW Land and Property Information.

The information contained in this certificate relates only to the lot described on page 1 of this certificate.

Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate. All references to 'the Act' are taken to mean the Environmental Planning and Assessment Act 1979, unless otherwise stated. All references to 'Regulation' are taken to mean the Environmental Planning and Assessment Regulation 2021, unless otherwise stated.

At the date of this certificate, the subject land may be affected by the following matters.

Item 1: Names of relevant environmental planning instruments and development control plans.

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

Local Environmental Plans

Strathfield Local Environmental Plan 2012 gazetted 29 March 2013

State Environmental Planning Policies

The following State Environmental Planning Policies apply:

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 (Precincts-Eastern Harbour City) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

Development Control Plan

Strathfield Consolidated Development Control Plan 2005.

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

Explanation of Intended Effect (EIE) for the Cultural State Environmental Planning Policy (SEPP)

The EIE for the Cultural SEPP was placed on exhibition on 15 November 2024. This Explanation of Intended Effect (EIE) proposes changes to the planning system to support more creative, hospitality and cultural uses contributing to the 24-hour economy. It builds on changes from the government's recent Vibrancy Reforms. For more information visit: [Explanation of Intended Effect: Cultural State Environmental Planning Policy \(SEPP\) | Planning Portal - Department of Planning and Environment](#)

There are no draft development control plans applicable to this land.

"Further information is available on the NSW Department of Planning & Environment's LEP Online System: [Planning Proposals | Planning Portal - Department of Planning and Environment \(nsw.gov.au\)](#)"

- (3) SubSection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or

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

(4) In this Section—

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

Item 2: Zoning and land use under relevant Local Environmental Plans.

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

(a) The identity of the zone, whether by reference to a name or by reference to a number.

MU1-Mixed Use

(b) The purposes for which development in the zone –

i. may be carried out within the zone without the need for development consent.

Home occupations.

ii. may not be carried out except with development consent,

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Hostels; Information and education facilities; Light industries; Local distribution premises; Medical centres; Multi dwelling housing; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Any other development not specified in item 2(b)(i) or 2(b)(iii).

iii. is prohibited,

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Water recreation structures; Water supply systems; Wholesale supplies.

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

There are no additional permitted uses applying to this land.

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

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house under the Strathfield Local Environmental Plan 2012.

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

The land is not within an area of outstanding biodiversity value.

- (f) Whether the land is in a conservation area.

The land is not located within a conservation area under the provisions of the Strathfield Local Environmental Plan 2012.

- (g) Whether an item of environmental heritage is situated on the land.

The land does not contain a heritage item under the provisions of the Strathfield Local Environmental Plan 2012.

Item 3: Contributions plans

- (1) The name of each contributions plan applying to the land.

Strathfield Indirect Development Contributions Plan 2010 (Amended 3 September 2010).

Strathfield Direct Development Contributions Plan 2010 (Amended 21 May 2019).

Exhibition of Draft Section 7.12 Infrastructure Contributions Plan

Council is exhibiting a draft section 7.12 infrastructure contributions plan.

The draft Plan proposes a 3% levy on development, including new dwellings and alterations and additions to existing dwellings with a cost of works over \$250,000.

For more information on the exhibition of the draft section 7.12 contributions plan please visit: [Home | Have Your Say Strathfield \(nsw.gov.au\)](#) Please do not hesitate to contact Council's Executive Strategic Planner, Rita Vella at rita.vella@strathfield.nsw.gov.au if you have any questions.

- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contributions) Order (as amended) applies.

Item 4: Complying development

Whether or not the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Housing Code

Complying development under the Housing Code may be carried out on the land.

Rural Housing Code

Complying Development under the Rural Housing code does not apply to the Strathfield Council Local Government Area as no land is zoned RU1, RU2, RU3, RU4, RU5 or RU6.

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code may be carried out on the land.

Greenfield Housing Code

Complying development under the Greenfield Housing Code does not apply to Strathfield Council Local Government Area.

Inland Housing Code

Complying development under the Inland Code does not apply to the Strathfield Local Government Area.

Housing Alterations Code

Complying development under the Housing Alterations Code may be carried out on the land.

General Development Code

Complying development under the General Development Code may be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Industrial and Business Alterations Code may be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings Code may be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code may be carried out on the land.

Subdivision Code

Complying development under the Subdivisions Code may be carried out on the land.

Demolition Code

Complying development under the Demolition Code may be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code may be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code does not apply to the Strathfield Local Government Area.

Disclaimer: The information above addresses matters raised in Clause 1.17A (1) (b) to (e), (2), (3), and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the State Environment Planning Policy (Exempt and Complying Development Codes) 2008 is invalid.

NOTE: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed above, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Item 5: Exempt Development

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes because of the provisions of Clauses 1.16(1)(b1)-(d) or 1.16A Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Exempt development may be carried out on this land.

Disclaimer: The information above addresses matters raised in Clause 1.16(1)(b1) to (d) and 1.16A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is your responsibility to ensure that you comply with any other general requirements of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Failure to comply with these provisions may mean that any exempt works carried out under the provisions of the State Environment Planning Policy (Exempt and Complying Development Codes) 2008 is invalid and will require retrospective approval.

NOTE: Council does not have sufficient information to ascertain the extent of a land based exclusion on a property. Despite any statement preventing the carrying out of exempt development listed above, exempt development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Item 6: Affected building notices and building product rectification orders

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

Council has not been made aware of any notice of intention to make a building product rectification order that has been given in respect of the land and is outstanding.

(2) In this Section -

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

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

Item 7: Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the Act.

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1, makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.5 of the Act.

Item 8: Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993; or

The land is not affected by road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant

(b) Any environmental planning instrument; or

The land is not affected by road widening or road realignment under the provisions of any Environmental Planning Instrument.

(c) Any resolution of the Council

The land is not affected by road widening or road realignment under the resolution of Council.

Item 9: Flood related development controls information

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

The land has not been identified as being within a flood planning area and is not subject to flood related development controls.

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

Unknown.

(3) In this Section

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual (ISBN 0 7347 5476 0)* published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

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

Whether or not the land is affected by a policy:

(a) adopted by the council that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

Council has adopted by resolution a policy for the management of development on contaminated land. This policy will restrict development of land:

- Which is affected by contamination;
- Which has been used for certain purposes;
- In respect of which there is not sufficient information about contamination;
- Which is proposed to be used for certain purposes;
- In other circumstances contained in the policy.

Refer to Part K – Development on Contaminated Land of the Strathfield Consolidated Development Control Plan 2005 for more information.

(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of landslip, bushfire, tidal inundation, subsidence, acid sulphate or any other risk (other than flooding).

Council records at the date of this certificate do not indicate that Council has been notified that the land is affected by a policy adopted by any other public authority that restricts development of the land.

Item 11: Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.

The land is not shown to be within bush fire prone land as defined in the Act.

Item 12: Loose-fill asbestos insulation

Does the land include any residential premises listed on the Loose-Fill Asbestos Insulation Register maintained under Division 1A of Part 8 of the *Home Building Act 1989* ?

The land to which this certificate relates has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.

Disclaimer: This statement is based on information supplied by a third-party public authority. The accuracy of this information has not been verified by Strathfield Municipal Council and if the information is vital for the proposed end use, then it should be verified by the applicant.

Item 13: Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the meaning of the [Coal Mine Subsidence Compensation Act 2017](#).

The land is not in an area proclaimed to be a mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

Item 14: Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

There is no development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

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

There is no subdivision order applying to the land.

- (3) Words and expressions used in this Section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Item 15: Property vegetation plans

If the land is land to which a property vegetation plan under the [Native Vegetation Act 2003](#), Part 4 applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

The provisions of the Native Vegetation Act 2003, do not apply to Strathfield Council Local Government Area.

Item 16: Bio-banking stewardship sites

Whether or not the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the [Biodiversity Conservation Act 2016](#), a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016. The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

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

Whether or not the subject land is biodiversity certified land.

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the subject land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016. The accuracy of this statement may be reliant in part upon information supplied by a third party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

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

Item 18: Orders under Trees (Disputes between neighbours) Act 2006

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

The Council has not been notified of an order under the Act in respect of tree(s) on the land. The accuracy of this statement may be reliant in part upon information supplied by a third party public authority.

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

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under Section 496B of the *Local Government Act 1993*, for coastal protection works.

Note: "Existing coastal protection works" has the same meaning as in the *Local Government Act 1993*, Section 553B and are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before 1 January 2011.

Council records as at the date of this certificate do not indicate that the owner (or any previous owner) of the subject land has 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).

Item 20: Western Sydney Aerotropolis

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

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, Section 4.17, or
- (b) shown on the *Lighting Intensity and Wind Shear Map*, or
- (c) shown on the *Obstacle Limitation Surface Map*, or
- (d) in the "public safety area" on the *Public Safety Area Map*, or
- (e) in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the *Wildlife Buffer Zone Map*.

Strathfield LGA does not fall within SEPP(Precincts - Western Parkland City)2021 and the provisions of chapter 4 are not applicable.

Item 21: Conditions for seniors housing

If [State Environmental Planning Policy \(Housing\) 2021](#), 1, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind in reference to in the Policy, Clause 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

No terms of a kind referred to in Clause 88(2) of the State Environment Planning Policy (Housing) 2021, have been imposed as a condition of consent to a Development Application granted after 11 October 2007 in respect of the land.

Item 22: Site compatibility certificates and conditions for affordable rental housing

- (1) A Statement of whether there is a current site compatibility certificate or a former site compatibility (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (a) The period for which the certificate is current, and
 - (b) That a copy may be obtained from the head office of the Department of Planning.

Council is not aware of the issue of any current Site Compatibility Certificate (Affordable Rental Housing) in respect of proposed development on the land.

- (2) If [State Environmental Planning Policy \(Housing\) 2021](#), Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, Clause 21(1) or 40(1) that have been imposed as a condition of consent in relation of the land.

No terms of a kind referred to in Clause 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021, have been imposed as a condition of consent to a Development Application in respect of the land.

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

No terms of a kind referred to in Clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009, have been imposed as a condition of consent to a Development Application in respect of the land.

In this Section—

former site compatibility certificate means a site compatibility certificate issued under [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#).

The accuracy of this statement may be reliant in part upon information supplied by a third-party public authority. The accuracy of this information has not been verified by Council and if the information is vital for the proposed end use of the land, it should be verified by the applicant.

Item 23: Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006 No 104 - NSW Legislation](#), a statement to that affect.

Note—

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

Council has not been advised that water or sewerage services are to be provided to the land under the Water Industry Competition Act 2006

Additional Matters: Matters arising under the Contaminated Land Management Act 1997

Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters to be specified in planning certificates:

- (a) At the date of this certificate, is the land to which this certificate relates significantly contaminated land?

The land has not been identified as significantly contaminated land within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

- (b) At the date of this certificate, is the land to which this certificate relates subject to a management order?

The land is not subject to a management order within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

- (c) At the date of this certificate, is the land to which this certificate relates the subject of an approved voluntary management proposal?

The land is not the subject of an approved voluntary management proposal within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

- (d) At the date of this certificate, is the land to which this certificate relates subject to an ongoing maintenance order?

The land is not the subject of an ongoing maintenance order within the meaning of the Act. (Enquiries should be directed to the NSW Environmental Protection Authority).

- (e) At the date of this certificate, is the land to which this certificate relates the subject of a site audit statement and a copy of such a statement has been provided to the Council?

The land is not the subject of a site audit statement, within the meaning of the Act.



George Andonoski
Planning & Operations Coordinator



Standard form from 28 September 2020 Residential tenancy agreement

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

IMPORTANT INFORMATION

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

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

THIS AGREEMENT IS MADE ON AT

BETWEEN

Landlord Name (1):

Landlord Name (2):

Landlord telephone number or other contact details:

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

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

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

Suburb:

State:

Postcode:

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

Tenant Name (1):

Tenant Name (2):

Tenant Name (3):

Add all other tenants here:

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

Suburb:

State:

Postcode:

Contact details:

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Landlord's agent details: [If applicable]

Agent name:

Fang Li

Business address for service of notices:

203/180-186 Burwood Road

Suburb:

Burwood

State:

NSW

Postcode:

2134

Contact details: [This must include a telephone number]

0433179211

Tenant's agent details: [If applicable]

Agent name:

Address for service of notices:

Suburb:

State:

Postcode:

Contact details:

Term of agreement:

The term of this agreement is –

6 months

12 months

2 years

3 years

5 years

Other (please specify):

Periodic (no end date)

starting on and ending on [Cross out if not applicable]

Note: For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900

Residential premises:

The residential premises are [Insert address]:

10/235 Homebush Road, Strathfield NSW 2135

The residential premises include:

1 carspace, 1 teatable, 1 double bed

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

Rent:

The rent is \$ per payable in advance starting on

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

The method by which the rent must be paid:

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

BSB number:

account number:

account name:

payment reference: , or

(b) to at by cash, or

(c) as follows:

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

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

A rental bond of \$ 1,600..... must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

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

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

IMPORTANT INFORMATION

Maximum number of occupants

No more than 10 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: Telephone:

Plumbing repairs: Telephone:

Other repairs: Telephone:

Water usage

Will the tenant be required to pay separately for water usage? Yes No

If yes, see clauses 12 and 13.

Utilities

Is **electricity** supplied to the premises from an embedded network? Yes No

Is **gas** supplied to the premises from an embedded network? Yes No

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

For information about your rights and responsibilities under this agreement, contact NSW Fair Trading at www.fairtrading.nsw.gov.au or call 13 32 20.

Smoke alarms

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

- Hardwired smoke alarms
 Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? Yes No

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

9V Alkaline

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? Yes No

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

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? Yes No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? Yes No

If yes, see clauses 38 and 39.

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

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

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

Landlord

Does the landlord give express consent to the electronic service of notices and documents? Yes No

If yes, see clause 50.

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

Tenant

Does the tenant give express consent to the electronic service of notices and documents? Yes No

If yes, see clause 50.

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

583495724@qq.com

Condition report

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

Tenancy laws

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

The Agreement

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential premises'** on page 2 of this agreement.

COPY OF AGREEMENT

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

RENT

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

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

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

RENT INCREASES

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

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.
6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
 - 7.1 that the increased rent is payable from the day specified in the notice, and
 - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

-
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

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

10. The landlord agrees to pay:

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
- Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.
- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:
- 11.6.1 are separately metered, or
- 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

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

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

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

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

POSSESSION OF THE PREMISES

14. **The landlord agrees:**

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

TENANT'S RIGHT TO QUIET ENJOYMENT

15. **The landlord agrees:**

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

USE OF THE PREMISES BY TENANT

16. **The tenant agrees:**

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

17. **The tenant agrees:**

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

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to its condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

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

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

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

- e) have adequate plumbing and drainage, and
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

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

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

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

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

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

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

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

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

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence

but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

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

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

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

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,

- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. **The landlord agrees:**

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

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

23. **The landlord and tenant agree:**

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

LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.
- PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS**
28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note.** See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is 'published'.
29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010, it is not unreasonable for the tenant to withhold consent.
- FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES**
30. **The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

LOCKS AND SECURITY DEVICES

32. The landlord agrees:

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

33. The tenant agrees:

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative

Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

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

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

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

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

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

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

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out clauses if not applicable]

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

MITIGATION OF LOSS

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

RENTAL BOND

[Cross out clauses if no rental bond is payable]

- 41. The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative

Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

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

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

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

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

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

43. The tenant agrees:

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

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

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

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

SWIMMING POOLS

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

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

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

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

- 46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
- 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

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

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

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

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

SIGNIFICANT HEALTH OR SAFETY RISKS

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

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

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

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. **The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
- 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4 1 week's rent if 75% or more of the fixed term has expired.

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

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

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

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

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

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

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

ADDITIONAL TERM—PETS

[Cross out clauses if not applicable]

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

Not applicable

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

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

Insert any other agreed additional terms here.

Attach a separate page if necessary.

- The tenant agrees to open inspections for sale once every 2 weeks
- No commercial or illegal activities to take place on the premises
- Landlord will terminate tenancy if there are any complaints from the owners corporation

NOTES

1. Definitions

In this agreement:

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

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the

agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4).

Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

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

4. Ending a periodic agreement

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

5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

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

6. Warning

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

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

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

SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Fang Alice Li

Signature of landlord/agent



on the 11 day of 10 2024

LANDLORD INFORMATION STATEMENT

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

Signature of landlord/agent



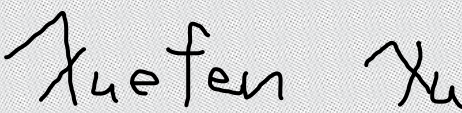
on the 11 day of 10 2024

SIGNED BY THE TENANT (1)

Name of tenant

Xuefen Xu

Signature of tenant




on the 11 day of 10 2024

SIGNED BY THE TENANT (2)

Name of tenant

Kin Pan Chen

Signature of tenant



on the 11 day of 10 2024

SIGNED BY THE TENANT (3)

Name of tenant

Signature of tenant



on the day of 20_ _

SIGNED BY THE TENANT (4)

Name of tenant

Signature of tenant

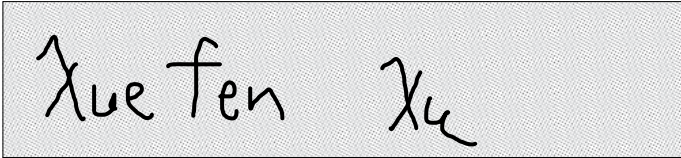


on the day of 20_ _

TENANT INFORMATION STATEMENT

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

Signature of tenant

A rectangular box containing a handwritten signature in black ink. The signature reads "Xue Fen Xu".

on the 11 day of 10 2024

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au