

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4) PEXA

Manual transaction (clause 30)

NO yes

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

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Strive Strata

1300 002 888

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

UNIT 4, 1-9 KANOONA AVE HOMEBUSH NSW 2140

SPECIAL CONDITIONS

Vendor:

Purchaser:

Guarantors:

Property:

These are the Special Conditions mentioned and referred to in the Contract for Sale of Land dated ___/___/____

32. DEFINITIONS & INTERPRETATION

For the purposes of these Special Conditions, the word:

- a. **claim(s)** means any claims (whether for compensation or otherwise) including actions, suits, causes of action (including any claim for costs), arbitrations, monies, debts, dues, costs, demands, verdicts, rights and judgments, either at law or in equity, whether arising by negligence or otherwise, or arising under the provisions of any statute;
- b. **loss** means and includes losses, damages, cost, interest, fine, penalty, expense, judgment or order;
- c. **related to or in relation to** includes arising out of, incidental to or in any way connected with;
- d. **include** (in any form) does not limit the meaning of words or any list or items following.

33. VARIATIONS TO CONTRACT

The standard printed conditions to the 2022 Contract are amended by:

- a. Clause 2.4: deleting the words "by giving cash (up to \$2,000) to the depositor";
- b. Clause 6.2: deleted;
- c. Clause 7.1.1: deleting the words "5% of the price" and replacing these words with "One Dollar (\$1.00)";
- d. Clause 8.1.1: deleting the words "on reasonable grounds";
- e. Clause 12: insert the following at the end of the clause: 'In this clause *certificate* does not include a building information certificate or building certificate under any legislation. The purchaser must not apply for a building information certificate or building certificate under any legislation without the prior written consent of the vendor.';
- f. Clause 14.2.2: deleted;
- g. Clause 14.4.2: deleted;
- h. Clause 14.5: deleted;
- i. Clause 18: inserting the following provision "18.8 The Purchaser cannot make any claim or requisition, delay completion or rescind the contract after entering into possession of the property";
- j. Clause 20.6: adding the following provision – "Clause 20.6.9 Served if it is sent by email to the party or party's solicitors, which is deemed received by the other party on the date shown on the email."
- k. Clause 23.6.1: deleted and is replaced with, "23.6.1 Then the Vendor is liable for any said contribution that is due before the date of the contract, but if the said contribution is payable by instalments then the Vendor is only liable for any instalment(s) due before the date of the contract and the Purchaser shall be liable for any instalment(s) due after the date of the contract; and".

- l. Clause 23.9.1: deleted;
- m. Clause 23.13: deleting the word "Vendor" and replacing with "Purchaser";
- n. Clause 23.14: deleting the first word "Purchaser" and replacing with "Vendor";
- o. Clause 23.17.1: deleting the word "must immediately" and replacing with "may";
- p. Clause 24.1: deleted;
- q. Clause 24.4.3: deleted "at least 2 business days before the date for completion";
- r. Clause 30: all "settlement cheque" deleted and replaced by "bank cheque";

34. CONDITION OF PROPERTY

- a. Prior to signing this contract the Purchaser has been given an opportunity to conduct its own inspections/enquiries/investigations/surveys ("**Enquiries**") of the Property and has either made enquiries relating to the Property or decided (based on its own enquiry and independent advice) not to make enquiries in relation to the Property. A reference to "**the Property**" in these special conditions includes all improvements, inclusions and services.
- b. The Purchaser warrants that in entering into this contract the Purchaser has not relied on any warranty or representation made by the Vendor or anyone representing the Vendor as to:
 - i. the Property (including the nature, quality, state of repair and condition);
 - ii. the area in which the Property is located;
 - iii. the suitability of the Property and improvements for use, purpose or development;
 - iv. the rights and privileges attaching to or affecting the Property;
 - v. accretion and/or erosion matters or issues;
 - vi. the presence or condition of any party/common wall or retaining wall;
 - vii. contamination and/or remediation matters or issues; or
 - viii. any other matters having or which may have effect (beneficial or otherwise) on the Property or the yield from the Property,

other than those that are expressly herein contained under this contract.
- c. The Purchaser accepts the Property in its present state of repair and condition and subject to all faults and defects (whether latent or patent), and shall not be entitled to make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract, by reason of the state of repair or condition of or any defect in the Property, or any of the matters in subclause (b) above.
- d. The Purchaser further warrants it has relied entirely on its own enquiries relating to the Property made by or on behalf of the Purchaser and that it has sought independent legal and financial advice on and is satisfied as to the obligations and rights of the Purchaser under this Contract.
- e. The Purchaser warrants that neither the Vendor nor anyone on behalf of the Vendor makes any representation or warranty upon which the Purchaser relies as to the fitness or suitability for any particular purpose or otherwise in respect of the Property; or any financial return or income to be derived from the Property; or any redevelopment possibility or potential. The Purchaser has made its own enquiries and has satisfied itself in this regard. The Purchaser shall not be entitled to make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract by reason of the above matters.
- f. The Purchaser has made its own enquiries and has satisfied itself in relation to any environmental/contamination issues including but not limited to breaches of any environmental legislation, regulation or ordinance, leakage from any underground tanks or the presence of any contaminants on the Property and shall not be entitled to make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract by reason thereof.

35. ENTIRE AGREEMENT

This agreement constitutes the entire contract between the parties hereto and the parties hereby acknowledge that there are no other agreements, provisions, terms, warranties or conditions applicable to the transaction to which this agreement relates save for those referred to herein. This agreement may only be varied or modified (by way of collateral contract or otherwise) in writing under the hands of the parties hereto or their solicitors.

36. AGENT

The Purchaser warrants that it was not introduced to the Property or the Vendor by a real estate agent other than the Vendor's agent as disclosed in this Contract. The Purchaser agrees to indemnify the Vendor against any claim for commission (including the Vendor's cost of defending such claim) which may be made by any real estate agent who asserts that he introduced the Purchaser to the Vendor or that the sale was otherwise brought about by his intervention. Both the warranty and indemnity in this clause do not merge on completion of this contract.

37. LAND TAX

Notwithstanding clause 14.4 of the standard printed conditions, Land Tax shall be adjusted based on the actual amount indicated on the land tax notice of assessment payable by the Vendor (even vendor is holding multiple properties or on a special trust basis).

38. NOTICE TO COMPLETE

- a. If the Purchaser is unable or unwilling to complete by the Completion Date, the Vendor shall be entitled at any time after the completion Date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days notice after the day immediately following the day on which the notice is served to the Purchaser or its solicitor. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
- b. If the Vendor serves a Notice to Complete under this clause, the Vendor shall be able to amend or withdraw such notice and subsequently re-issue a further notice at any time;
- c. If the Vendor serves a Notice to Complete under this clause, the Purchaser must pay on the completion a fee of \$330 to the vendor's conveyancer as vendor's cost for the issue of notice to complete.

39. LIQUIDATED DAMAGES

If for any reason not solely attributable to the Vendor the balance of the purchase monies shall not be paid by the Purchaser to the Vendor by the completion date:

- a. the Purchaser shall on completion pay by way of liquidated damages a sum equal to the rate of 10% per annum on the balance of the purchase price and any other amount that the Purchaser requires to pay to the Vendor under this contract from the completion date until actual completion without prejudice to any of the Vendor's other rights herein;
- b. the sum of \$330.00 (incl. GST) is payable by the Purchaser, by way of liquidated damages, to cover costs and other expenses incurred as a consequence of the delay;
- c. In the event of paper settlement, if a settlement date and place has been scheduled and reasonable arrangements have been made, but the Purchaser requests to reschedule the settlement to another date or place, the Purchaser shall pay the Vendor an extra sum of \$220 (incl. GST) at completion, to cover the legal costs and other expenses incurred as a consequence of rearrangement of the settlement;
- d. If an electronic settlement on PEXA has been scheduled, but Purchaser requests to switch to paper settlement, the Purchaser shall pay the Vendor an extra sum of \$220 (incl. GST) at completion, to cover the legal costs, settlement agent costs and other expenses incurred as a consequence of rearrangement of the settlement;

such sums being a genuine pre-estimate of the Vendors loss including those additional expenses, to be allowed by the defaulting Purchaser as an additional adjustment on settlement.

40. RESCISSION RIGHT

- a. Without in any way negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity, if a party (or one of them if there is more than one purchaser) prior to completion:
- (a) dies or becomes mentally ill, THEN the other party may rescind the contract and the provisions of clause 19 will apply; or

(b) the purchaser

(i) being an individual, is declared bankrupt such as to bring the purchaser under the control of the Bankruptcy Act 1966 (Cth); or

(ii) being a company:

(A) is subject to an order or an effective resolution to wind it up or if it enters into any scheme of arrangement with its creditors under Part 5 of the Corporations Act; or

(B) if any liquidator, provisional liquidator, administrator, receiver or official manager is appointed in respect of it,

THEN the vendor may terminate this contract and the provisions of clause 9 will apply.

- b. Service of any notice upon the Purchasers solicitor/conveyancer noted in this Agreement shall be deemed to be valid and proper service.

Should the Purchaser become entitled to rescind this Contract for the breach of the warranty in Clause 1(d) of Schedule 3 Part 1 of the Conveyancing (Sale of Land) Regulations 2010, the Vendor shall also be entitled to rescind the Contract provided such right is exercised before the Purchaser has served his Notice of Rescission.

41. SERVICES

Subject to any statutory right of rescission that may be available to the Purchaser, the Purchaser acknowledges and agrees that the Purchaser shall not make, nor be entitled to make any objection, requisition or claim nor to refuse or delay completion, rescind or terminate the contract, if it should be found that:

- a. Any sewers, drains, pipes, cables, wires, water courses, common or party walls, retaining walls or other installations or things are on or pass through or over the Property or are used in common with any adjoining property or pass through any other property or whether there are any easements or rights in respect of such installations affecting the Property;
- b. Any rainwater drainpipe is connected to the sewer;
- c. Any boundary of the Property is not fenced or any boundary fence or wall is not on or within its boundary;
- d. The Property is affected by any easement, whether for carriageway, services, drainage, support in respect of walls, party walls, or for any other purpose;
- e. There is present on the Property any sewer manhole, vent, pipes, mains, connections, wires, channels or distributors with respect to any service.

42. BREACH OF STATUTORY WARRANTY BY VENDOR

- a. If the Purchaser discovers that the Vendor has breached any warranty implied by the Conveyancing (Sale of Land) Regulation 2017, the Purchaser must, within seven (7) days of discovering that breach, notify the Vendor in writing of that breach.
- b. If the Vendor breaches any warranty implied by the Conveyancing (Sale of Land) Regulation 2017,

the Vendor may, before completion, serve a notice:

- i. specifying the breach;
 - ii. requesting the Purchaser to serve a notice irrevocably waiving the breach (waiver); and
 - iii. indicating that the Vendor intends to rescind this contract if the waiver is not served within fourteen (14) days of service of the notice.
- c. The Vendor may rescind if:
- i. the Vendor serves a notice under special condition 42(b); and
 - ii. the Purchaser does not serve the waiver within the time required under the notice.
- d. If the Purchaser serves a waiver before the Vendor rescinds under special condition 42(c) the Vendor is no longer entitled to rescind under this special condition 42.
- e. The Purchaser has no claim against the Vendor for breach of any warranty implied by the Conveyancing (Sale of Land) Regulation 2017 other than the right of rescission conferred by that regulation.

43. GOODS AND SERVICES TAX (GST)

- a. The Vendor and Purchaser agree that the sale of the Property under this Contract is a non-GST supply.
- b. If applicable, the Purchaser warrants that it is registered or required to be registered under Part 2.5 of the A New Tax System (Goods and Services) Act 1999 (as amended from time to time) and will continue to be so at all relevant times up to and including the day of the supply.
- c. If:
 - i. the Vendor and Purchaser are mistaken, and the sale of the Property under this Contract is a supply that satisfies the description in this special condition; or
 - ii. the Purchaser breaches the warranty given in this special condition;

then the Vendor may, by notice in writing to the Purchaser and at any time within five (5) years of the day of supply of the Property to the Purchaser, direct that the Price is to be increased as provided under this special condition, and the amount of that increase in the Price will constitute a debt due and payable by the Purchaser to the Vendor on demand (or as otherwise specified by the Vendor in the notice).

- d. If any GST (within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time), ("**GST**") is payable by the Vendor in respect of the supply of the Property to the Purchaser, then the Price specified in this Contract ("**Original Price**") is to be increased so that the Vendor receives an amount ("**Increased Price**") which, after subtracting the GST liability of the Vendor on that Increased Price, results in the Vendor retaining the Original Price after payment of that GST liability. The Purchaser hereby indemnifies and shall keep indemnified the Vendor in respect of any GST liability that the Vendor might incur arising from this sale.
- e. The Vendor will do all things reasonably available to it to minimise any increase in the Price under this special condition, and to assist the Purchaser to claim on a timely basis any input tax credits the Purchaser may be entitled to claim for the acquisition of the Property.
- f. This special condition (including the warranty given) is enduring and survives the day of supply of the Property to the Purchaser and survives the termination of this Contract. The rights and obligations of the parties under this special condition endures for five (5) years from and including the day of supply of the Property to the Purchaser.

44. DEPOSIT

- a. The deposit shall be 10% of the Contract Price to be held in the Vendor's agent's Trust Account and will not be invested.
- b. If the Vendor at the request of the Purchaser, has agreed to accept a sum less than 10% of the

price, and the Purchaser has paid less than 10% deposit on the exchange of this Contract, the parties agree that the Deposit is to be paid by the Purchaser, in instalments, in the following manner:

- i. Agreed amount of the part of the Deposit is payable on the date of this contract; and
- ii. The balance of the 10% Deposit is payable on the earliest of
 - (i) On completion of this Contract;
 - (ii) Termination of this Contract due to the Purchaser's default; or
 - (iii) At any other times when the deposit is forfeited or payable to the Vendor pursuant to this contract.
- c. It is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any law to the contrary. This clause shall not merge on completion. It is agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

45. RELEASE OF DEPOSIT

The Purchaser agrees that the deposit once paid will be vested to the Vendor forthwith and the Purchaser shall do all things and sign all documents necessary to authorise and effect such release for the purpose the Vendor may use the deposit:

- a. as a deposit or settlement funds on a property being purchased by the Vendor;
- b. in payment of stamp duty on the contract and transfer for a property being purchased by the Vendor.
- c. for the payment of land tax and/or surcharge land tax associated with Vendor.

46. DOCUMENTS

- a. The Vendor does not hold any:
 - survey report;
 - document concerning Council Approval;
 - Home Owners Warranty;
 - Building/Occupation Certificate; or
 - Depreciation Schedule;and the Vendor shall not be required to obtain or produce such documents.
- b. The Purchaser shall not be entitled to make any objection, requisition or claim (whether for compensation or otherwise), nor to delay or refuse settlement, nor to rescind or terminate this Contract by reason of the above disclosure and the Purchaser purchases the Property subject to this disclosure.

47. REQUISITION ON TITLE

The Purchaser acknowledges that the Vendor shall not be obliged to reply to the Purchaser's requisitions even if it is in the form annexed to this contract and Purchaser waives its right to raise requisition on title.

48. ADDITIONAL AND INCORRECT CALCULATIONS

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

49. DISCHARGE OF MORTGAGE

The Vendor shall not be required to register prior completion any Mortgage or Mortgages, Writ or Writs registered on the title to the subject property and/or remove any Caveat or Caveats and the Purchaser shall accept on completion a discharge of any such Mortgage or Mortgages, Writ or Writs or a withdrawal of Caveat or Caveats in duly registrable form together with an allowance for the registration fees payable to the land titles office.

50. GOVERNING LAW

This Contract is governed by and must be construed according to the laws of New South Wales.

51. SUBJECT TO LEASE

If the contract marks subject to lease, Purchaser warrants that it has inspected the lease attached to the contract and it satisfy the content of the lease in all aspects. Purchaser acknowledges that residential tenants have certain rights under the relevant legislation in relation to the sale of property including vacant the property by notice as a result of sale of property. Purchaser must not make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract by reason thereof and non-availability of tenants on the date of the completion.

52. SWIMMING POOL

If there is a swimming pool compliance or non-compliance certificate attached to the contract, Purchaser warrants that Purchaser has inspected swimming pool as well as the compliance or non-compliance certificate before signing the contract. Purchaser must not make any objection, requisition or claim or to delay or refuse completion or to rescind this Contract by reasons in relation to the swimming pool.

53. SEWERAGE SERVICE DIAGRAM/SEWER LOCATION PRINT

The Purchaser acknowledges that the sewerage service diagram & sewer location print annexed hereto are the only one available at the date hereof and shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this agreement in respect of or arising from the said sewerage service diagram & sewer location print.

54. GUARANTEE

_____ and _____ of _____ Pty Ltd ACN _____ (*"the guarantors"*) confirm that in consideration of the Vendor entering into this Contract at the guarantors' request, the guarantors by the execution of this Contract hereby expressly agree (and where more than one guarantor, jointly and severally) that:

- a. the guarantors hereby guarantee to the Vendor the due and punctual payment of all monies hereby agreed to be paid and the due and punctual performance by the Purchaser of all the Purchaser's covenants under this Contract. The guarantors agree to be principally liable to the Vendor for all the Purchaser's obligations under this Contract as if the guarantors were named as Purchasers.
- b. the guarantors hereby indemnify the Vendor and agree at all times hereafter to keep the Vendor indemnified from and against all losses which the Vendor may suffer or incur in relation to any breach or non-observance by the Purchaser of any of the covenants in this Contract and the guarantors shall remain liable to the Vendor under this indemnity notwithstanding that as a consequence of such breach or non-observance the Vendor has exercised any of its rights hereunder including (but not limited to) its rights of rescission and/or termination and notwithstanding that the Purchaser (being a corporation) may be wound up and notwithstanding that the guarantee hereby given may for any reason whatsoever be unenforceable either in whole or in part.
- c. the liability of the guarantors shall not be affected by the granting of time or other indulgence or concessions to the Purchaser or by the compromise, release, abandonment, waiver, variation or relinquishment of any of the rights of the Vendor against the Purchaser or by any neglect or omission to enforce such rights or by any other act which under the law relating to sureties would or might but for this provision release the guarantors from any obligation. This guarantee shall be binding on the heirs, executors or administrators of the guarantors.

.....
Vendor

.....
Purchaser

.....
Witness to Guarantors – Signature

.....
Signature of Guarantors

.....
Witness to Guarantors – Print Name

.....
Print Name of Guarantors

.....
Witness to Guarantors – Signature

.....
Signature of Guarantors

.....
Witness to Guarantors – Print Name

.....
Print Name of Guarantors

CONDITIONS OF SALE BY AUCTION

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

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

53. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:

- 53.1 The principal's reserve price must be in writing to the auctioneer before the auction commences.
- 53.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- 53.3 The highest bidder is the Purchaser, subject to any reserve price.
- 53.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- 53.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
- 53.6 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.
- 53.7 A bid cannot be made or accepted after the fall of the hammer.
- 53.8 As soon as practicable after the fall of the hammer the Purchaser is to sign the agreement (if any) for sale.

54. The following conditions, in addition to those prescribed by Clause 52, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- 54.1 All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
- 54.2 Subject to subclause 54.1, 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.
- 54.3 Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "Vendor bid".

55. The following conditions, in addition to those prescribed by Clause 52 and Clause 53, 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.

- 55.1 More than one Vendor bid may be made to purchase the interest of a co-owner.
- 55.2 A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- 55.3 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.
- 55.4 Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator.

56. The following condition, in addition to those prescribed by Clause 52, is prescribed as applicable to and in respect of the sale by auction of livestock:

- 56.1 The Purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the Vendor the full amount of the purchase price:
- 56.2 If that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or
- 56.3 If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,
- 56.4 Unless some other time for payment is specified in a written agreement between the Purchaser and the agent or the Purchaser and the Vendor made before the fall of the hammer.



FOLIO: 3/SP96421

SEARCH DATE	TIME	EDITION NO	DATE
8/10/2025	8:35 PM	3	19/7/2022

LAND

LOT 3 IN STRATA PLAN 96421
AT HOMEBUSH
LOCAL GOVERNMENT AREA STRATHFIELD

FIRST SCHEDULE

HUAIYU DU (T AM880177)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96421
- 2 AS317675 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP96421

SEARCH DATE	TIME	EDITION NO	DATE
8/10/2025	8:35 PM	3	4/2/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96421
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT HOMEBUSH
LOCAL GOVERNMENT AREA STRATHFIELD
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SP96421

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96421
ADDRESS FOR SERVICE OF DOCUMENTS:
1-9 KANOONA AVENUE
HOMEBUSH
NSW 2140

SECOND SCHEDULE (6 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- AM723797 POSITIVE COVENANT
- AM723798 POSITIVE COVENANT
- AM717756 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE
AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- AM933650 INITIAL PERIOD EXPIRED
- AQ776484 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 96421

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	118	2	111	3	188	4	121
5	148	6	118	7	148	8	115
9	117	10	124	11	124	12	119
13	116	14	141	15	140	16	137
17	188	18	110	19	144	20	144
21	140	22	143	23	116	24	117
25	122	26	121	27	119	28	117
29	142	30	145	31	140	32	114
33	119	34	144	35	144	36	140
37	141	38	108	39	118	40	117

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP96421

PAGE 2

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

STRATA PLAN 96421

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
41	- 124	42	- 110	43	- 118	44	- 143
45	- 142	46	- 144	47	- 113	48	- 117
49	- 145	50	- 145	51	- 141	52	- 145
53	- 115	54	- 111	55	- 124	56	- 125
57	- 115	58	- 144	59	- 147	60	- 144
61	- 115	62	- 118	63	- 146	64	- 146
65	- 142	66	- 122	67	- 124	68	- 116
69	- 116	70	- 117	71	- 119	72	- 121
73	- 123	74	- 115	75	- 116	76	- 117
77	- 119	78	- 4	79	- 3	80	- 3
81	- 4	82	- 4	83	- 3	84	- 3
85	- 3	86	- 4	87	- 4	88	- 3
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93	- 4	94	- 4				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

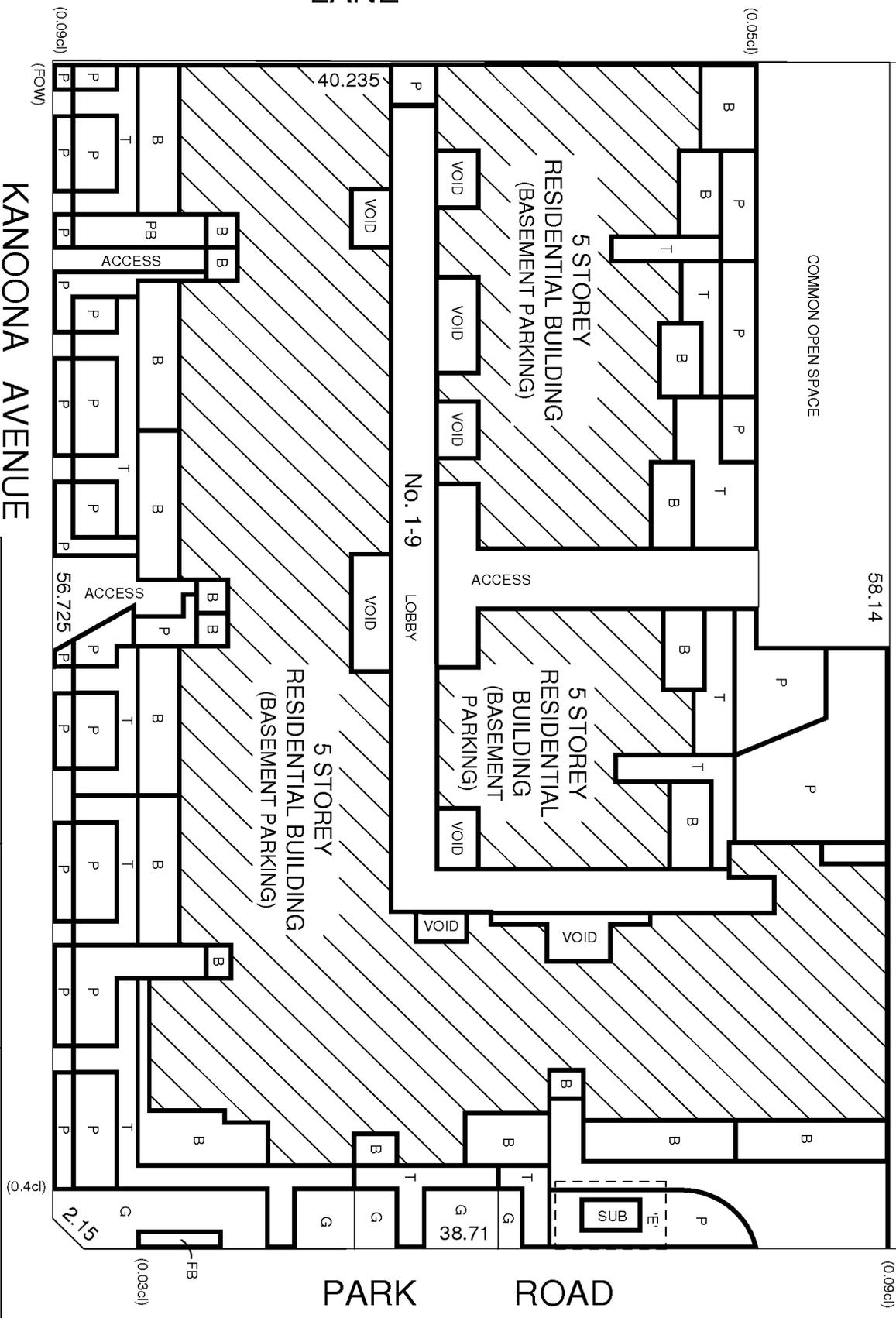
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PRINTED ON 8/10/2025

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

LOCATION PLAN

27 D P 1 1 5 2 9



- B DENOTES BALCONY
- G DENOTES GARDEN
- P DENOTES PLANTER BOX
- T DENOTES TERRACE
- FB DENOTES FIRE BOOSTER
- E DENOTES EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 WIDE (WIDE AM717756)

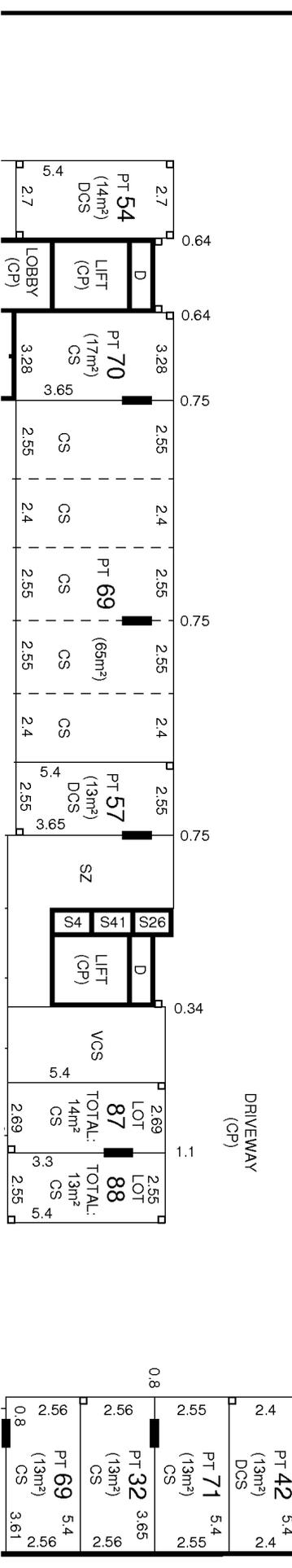
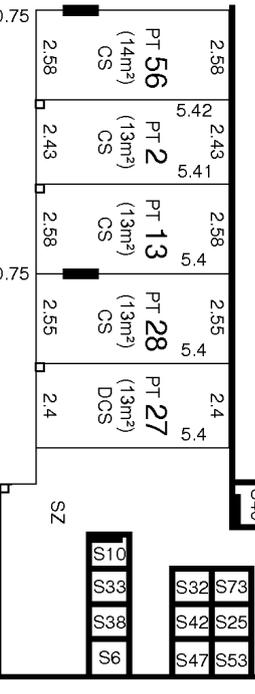
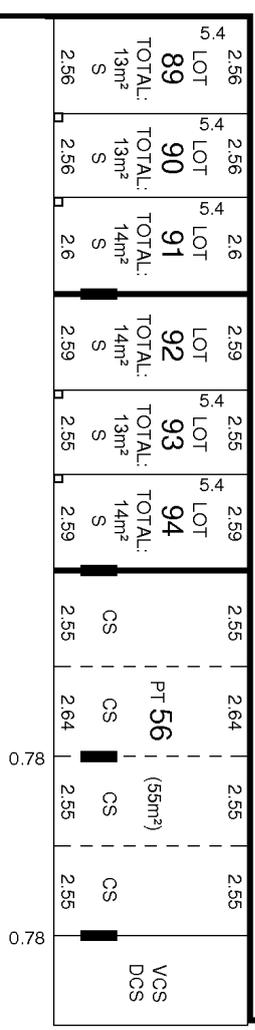
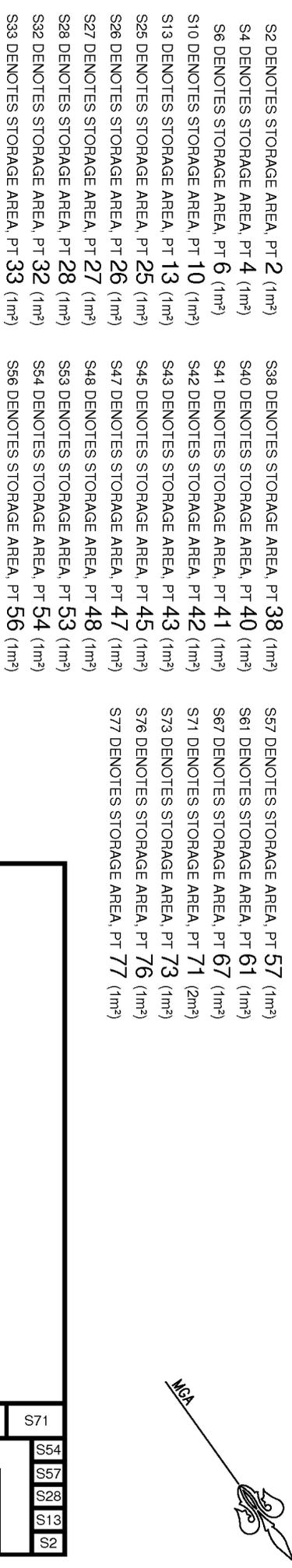
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Surveyor: JOHN WALTON
 Surveyor's Ref: 2650-15SP
 Subdivision No: 319/2017
 Lengths are in metres Reduction Ratio 1 : 150



SP96421

LOWER BASEMENT



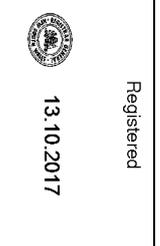
■ DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

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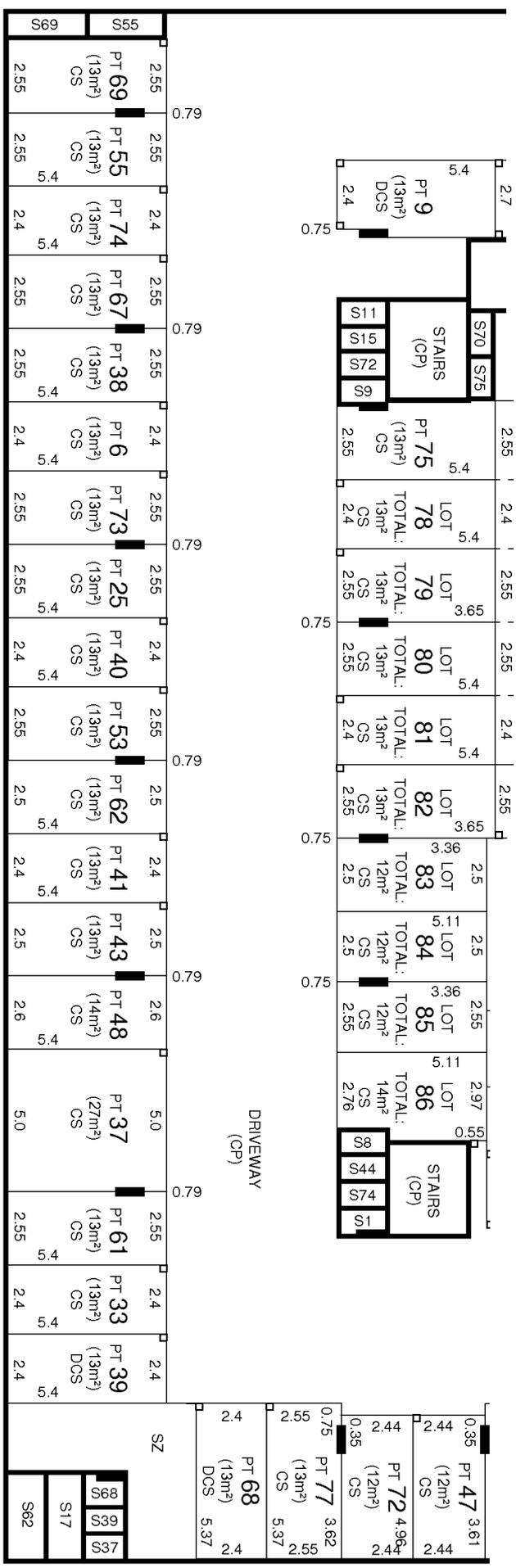
Surveyor: JOHN WALTON
 Surveyor's Ref: 2650-15SP
 Subdivision No: 319/2017
 Lengths are in metres Reduction Ratio 1 : 150



Registered
 13.10.2017
SP96421

LOWER BASEMENT

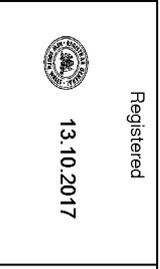
- JOINS SHEET 2 -



- S DENOTES STORAGE AREA
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- SZ DENOTES SHARED ZONE (CP)
- DCS DENOTES DISABLED CARSPACE
- ┌ DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY
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- S1 DENOTES STORAGE AREA, PT 1 (1m²)
- S8 DENOTES STORAGE AREA, PT 8 (1m²)
- S9 DENOTES STORAGE AREA, PT 9 (2m²)
- S11 DENOTES STORAGE AREA, PT 11 (2m²)
- S15 DENOTES STORAGE AREA, PT 15 (2m²)
- S17 DENOTES STORAGE AREA, PT 17 (4m²)
- S37 DENOTES STORAGE AREA, PT 37 (1m²)
- S39 DENOTES STORAGE AREA, PT 39 (1m²)
- S44 DENOTES STORAGE AREA, PT 44 (1m²)
- S55 DENOTES STORAGE AREA, PT 55 (2m²)
- S62 DENOTES STORAGE AREA, PT 62 (4m²)
- S68 DENOTES STORAGE AREA, PT 68 (1m²)
- S69 DENOTES STORAGE AREA, PT 69 (2m²)
- S70 DENOTES STORAGE AREA, PT 70 (1m²)
- S72 DENOTES STORAGE AREA, PT 72 (2m²)
- S74 DENOTES STORAGE AREA, PT 74 (1m²)
- S75 DENOTES STORAGE AREA, PT 75 (1m²)

Surveyor: JOHN WALTON
 Surveyor's Ref: 2650-15SP
 Subdivision No: 319/2017
 Lengths are in metres Reduction Ratio 1 : 150

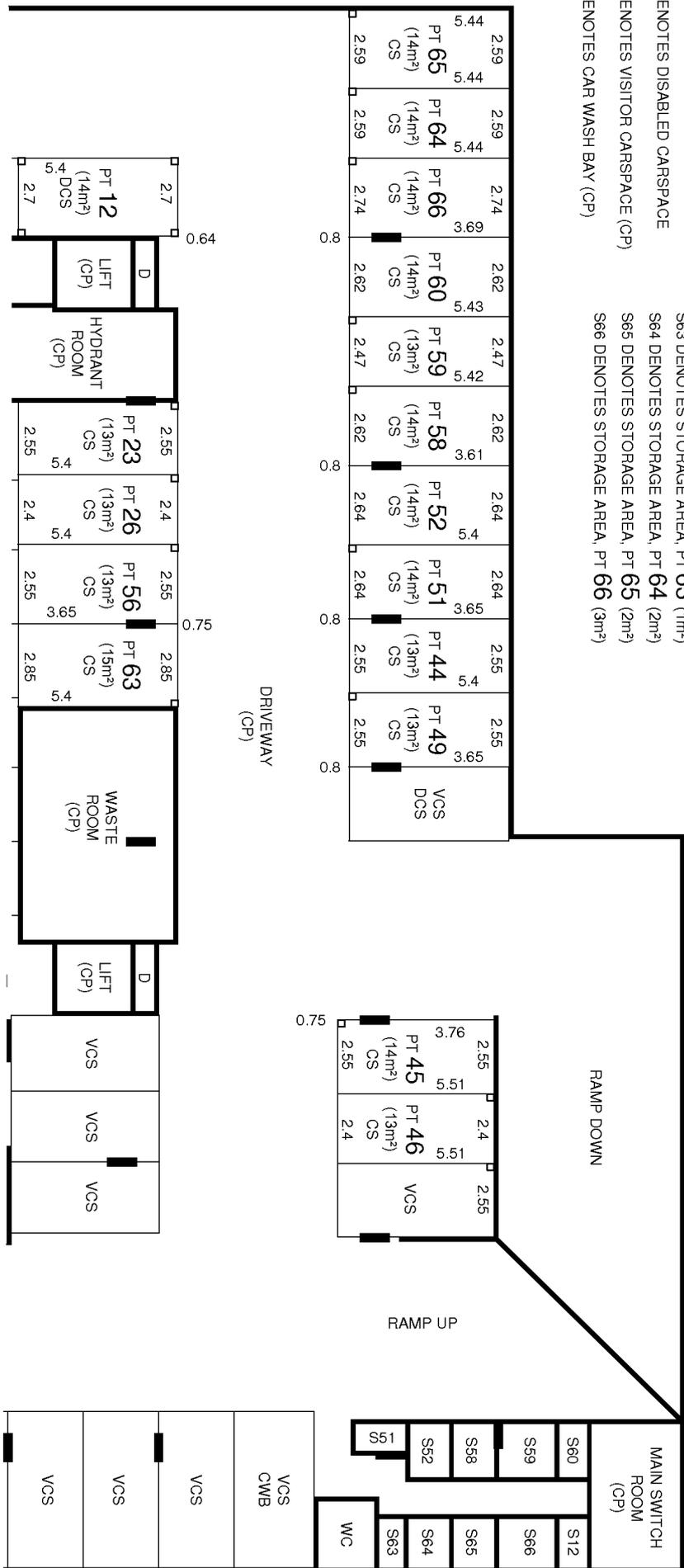


SP96421

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Table of mm				
90	100	110	120	130
140	150			

UPPER BASEMENT

- D DENOTES DUCT (CP)
 - S DENOTES STORAGE AREA
 - CP DENOTES COMMON PROPERTY
 - CS DENOTES CARSPACE
 - WC DENOTES WATER CLOSET (CP)
 - DCS DENOTES DISABLED CARSPACE
 - VCS DENOTES VISITOR CARSPACE (CP)
 - CWB DENOTES CAR WASH BAY (CP)
- S12 DENOTES STORAGE AREA, PT 12 (2m²)
 - S51 DENOTES STORAGE AREA, PT 51 (1m²)
 - S52 DENOTES STORAGE AREA, PT 52 (3m²)
 - S58 DENOTES STORAGE AREA, PT 58 (3m²)
 - S59 DENOTES STORAGE AREA, PT 59 (3m²)
 - S60 DENOTES STORAGE AREA, PT 60 (2m²)
 - S63 DENOTES STORAGE AREA, PT 63 (1m²)
 - S64 DENOTES STORAGE AREA, PT 64 (2m²)
 - S65 DENOTES STORAGE AREA, PT 65 (2m²)
 - S66 DENOTES STORAGE AREA, PT 66 (3m²)

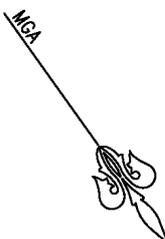


■ DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY

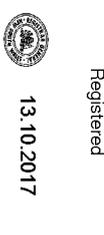
ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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- JOINS SHEET 5 -



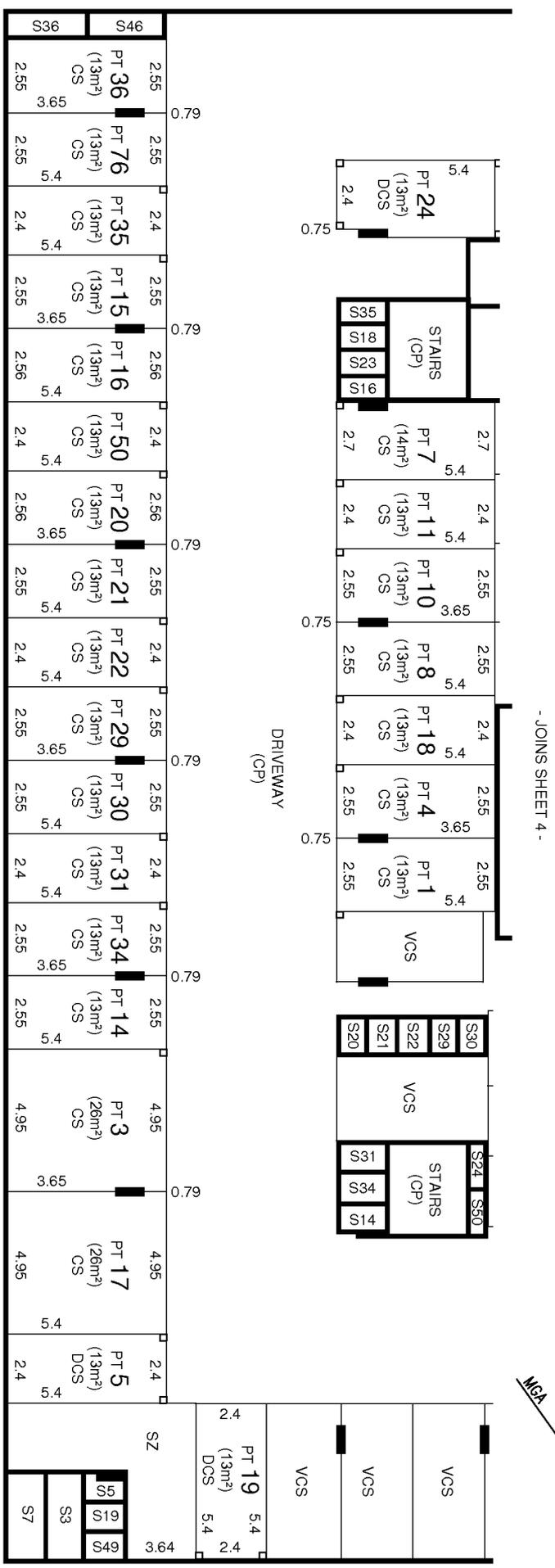
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 Surveyor's Ref: 2650-15SP
 Subdivision No: 319/2017
 Lengths are in metres Reduction Ratio 1 : 150



SP96421

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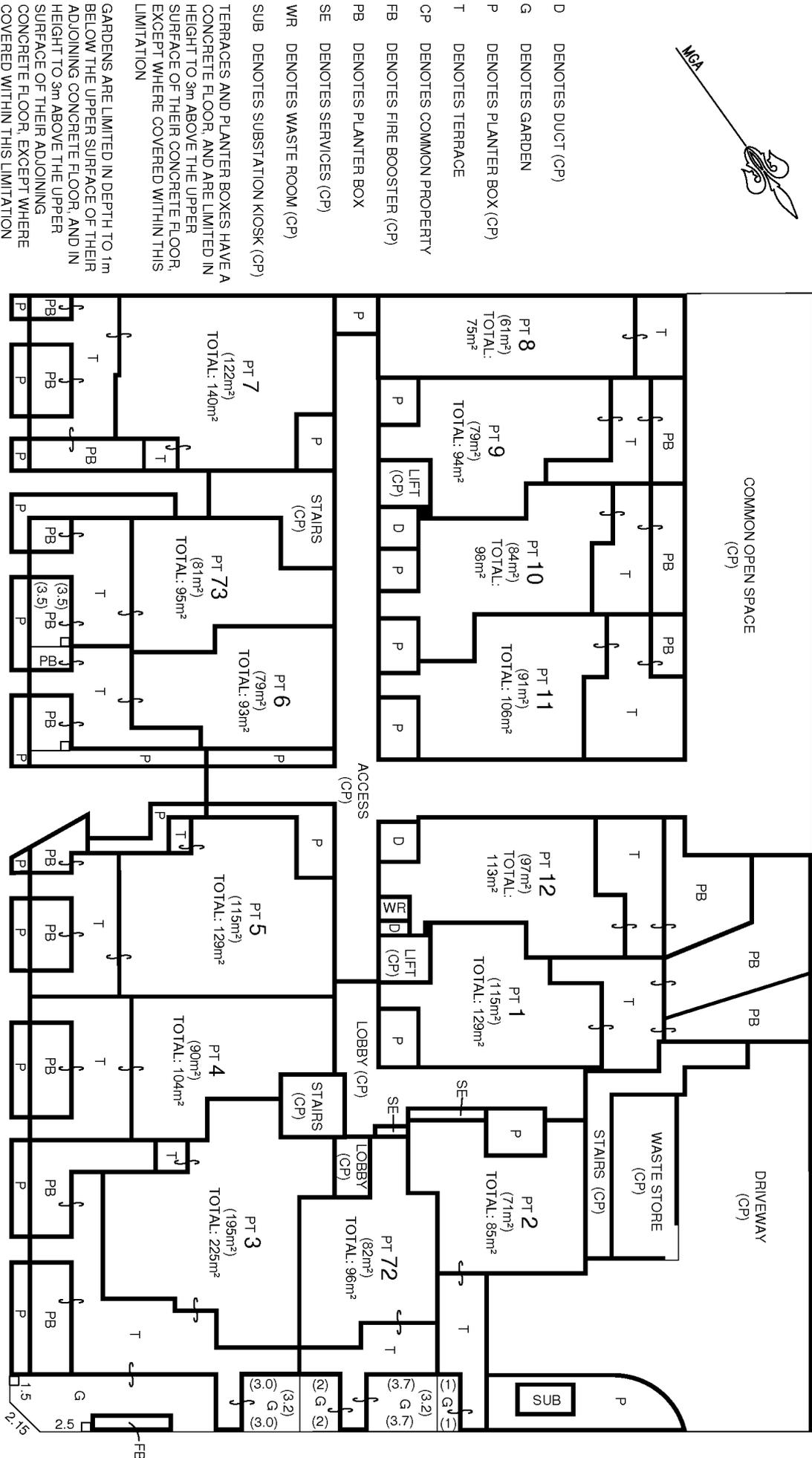
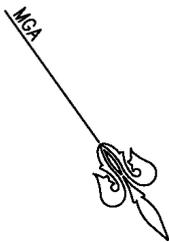
UPPER BASEMENT



- S DENOTES STORAGE AREA
- CP DENOTES COMMON PROPERTY
- CS DENOTES CARSPACE
- SZ DENOTES SHARED ZONE (CP)
- DCS DENOTES DISABLED CARSPACE
- VCS DENOTES VISITOR CARSPACE (CP)
- ┌ DENOTES PROLONGATION OF FACE OF COLUMN & PRODUCTION OF CENTER LINE OF COLUMN, RESPECTIVELY
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Surveyor: JOHN WALTON Surveyor's Ref: 2650-15SP Subdivision No: 319/2017 Lengths are in metres Reduction Ratio 1 : 150	Registered 13.10.2017
<h2 style="margin: 0;">SP96421</h2>	

GROUND

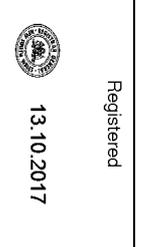


ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

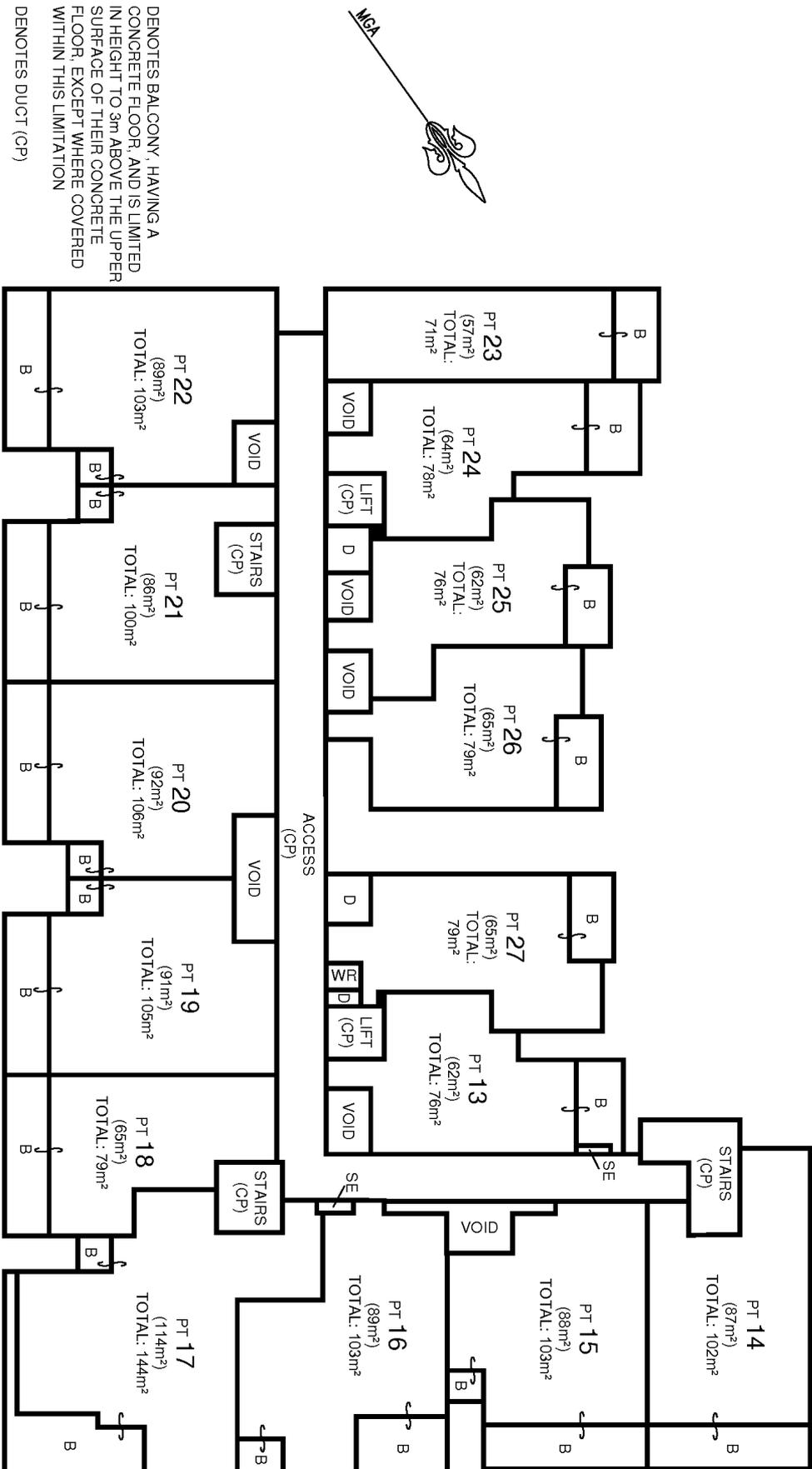
Surveyor: JOHN WALTON
 Surveyor's Ref: 2650-15SP
 Subdivision No: 319/2017
 Lengths are in metres Reduction Ratio 1 : 200



SP96421

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LEVEL 1



B DENOTES BALCONY, HAVING A CONCRETE FLOOR, AND IS LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

D DENOTES DUCT (CP)

CP DENOTES COMMON PROPERTY

SE DENOTES SERVICES (CP)

WR DENOTES WASTE ROOM (CP)

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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Surveyor: JOHN WALTON
 Surveyor's Ref: 2650-15SP
 Subdivision No: 319/2017
 Lengths are in metres Reduction Ratio 1 : 200

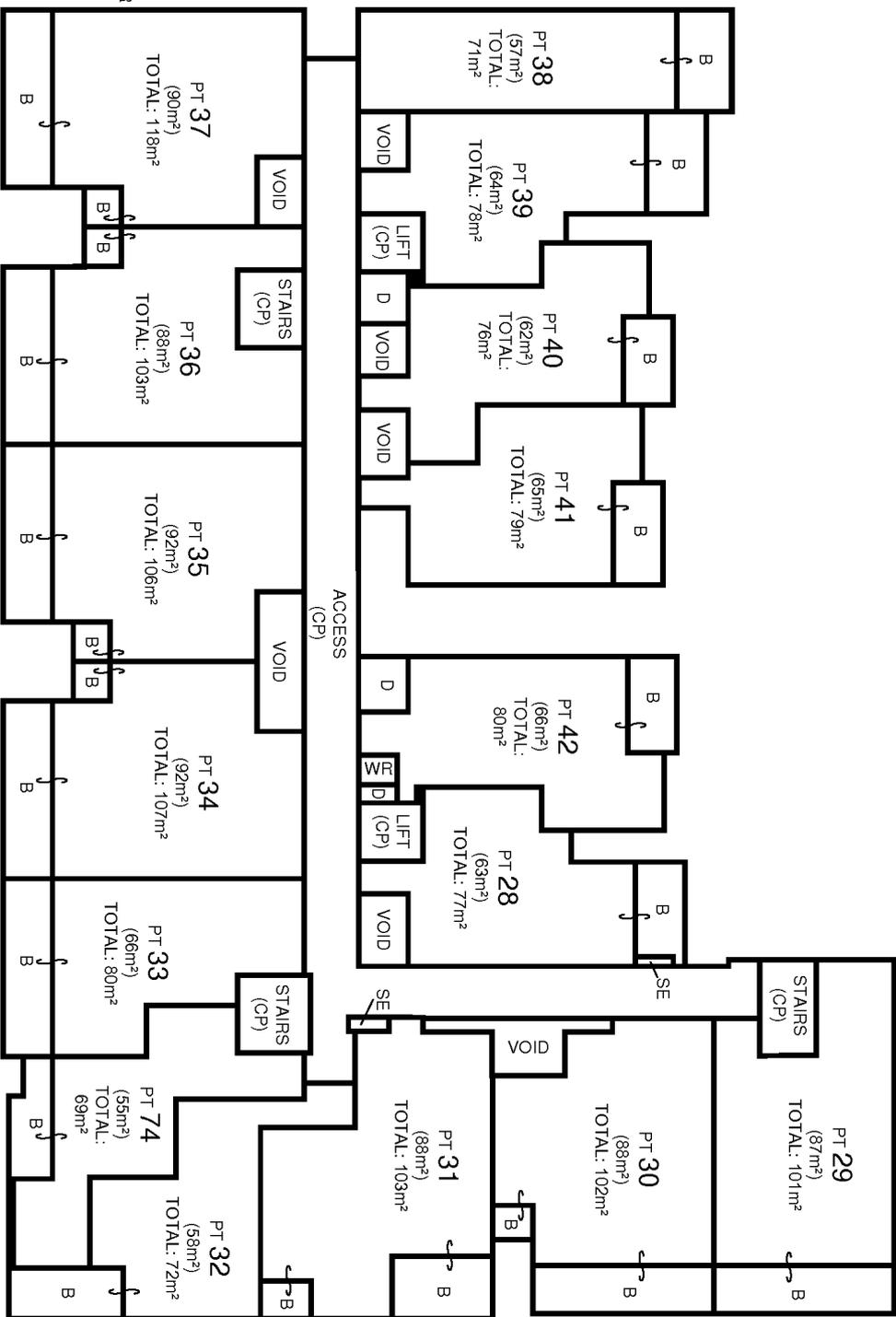
Registered



13.10.2017

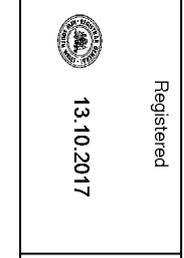
SP96421

LEVEL 2



- B DENOTES BALCONY, HAVING A CONCRETE FLOOR, AND IS LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMITATION
 - D DENOTES DUCT (CP)
 - CP DENOTES COMMON PROPERTY
 - SE DENOTES SERVICES (CP)
 - WR DENOTES WASTE ROOM (CP)
- ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY
- ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
- AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: JOHN WALTON
 Surveyor's Ref: 2650-15SP
 Subdivision No: 319/2017
 Lengths are in metres Reduction Ratio 1 : 200

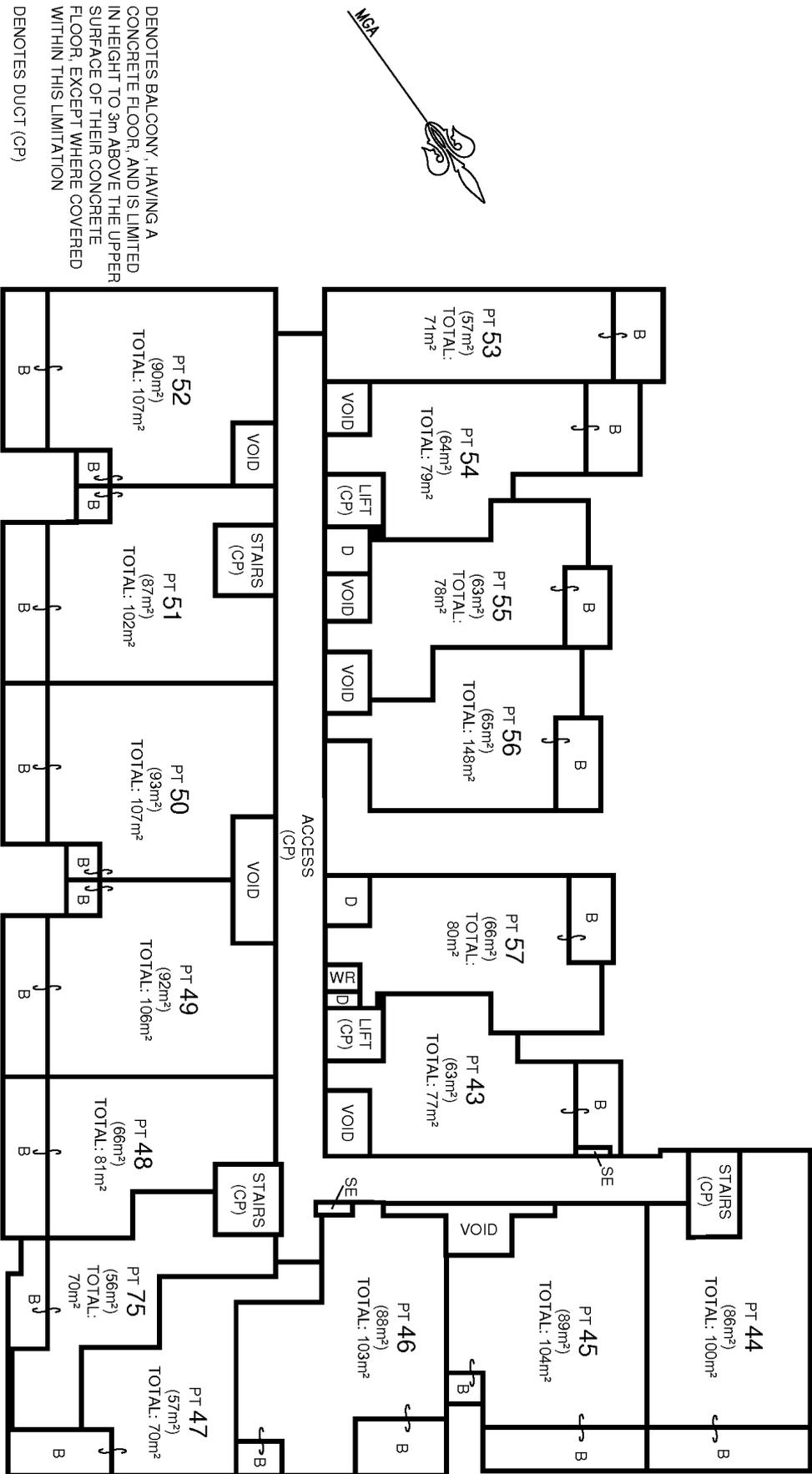


Registered
 13.10.2017
SP96421

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Table of mm

LEVEL 3



B DENOTES BALCONY, HAVING A CONCRETE FLOOR, AND IS LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMITATION

D DENOTES DUCT (CP)

CP DENOTES COMMON PROPERTY

SE DENOTES SERVICES (CP)

WR DENOTES WASTE ROOM (CP)

ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY

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

AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: JOHN WALTON
 Surveyor's Ref: 2650-15SP
 Subdivision No: 319/2017
 Lengths are in metres Reduction Ratio 1 : 200

Registered

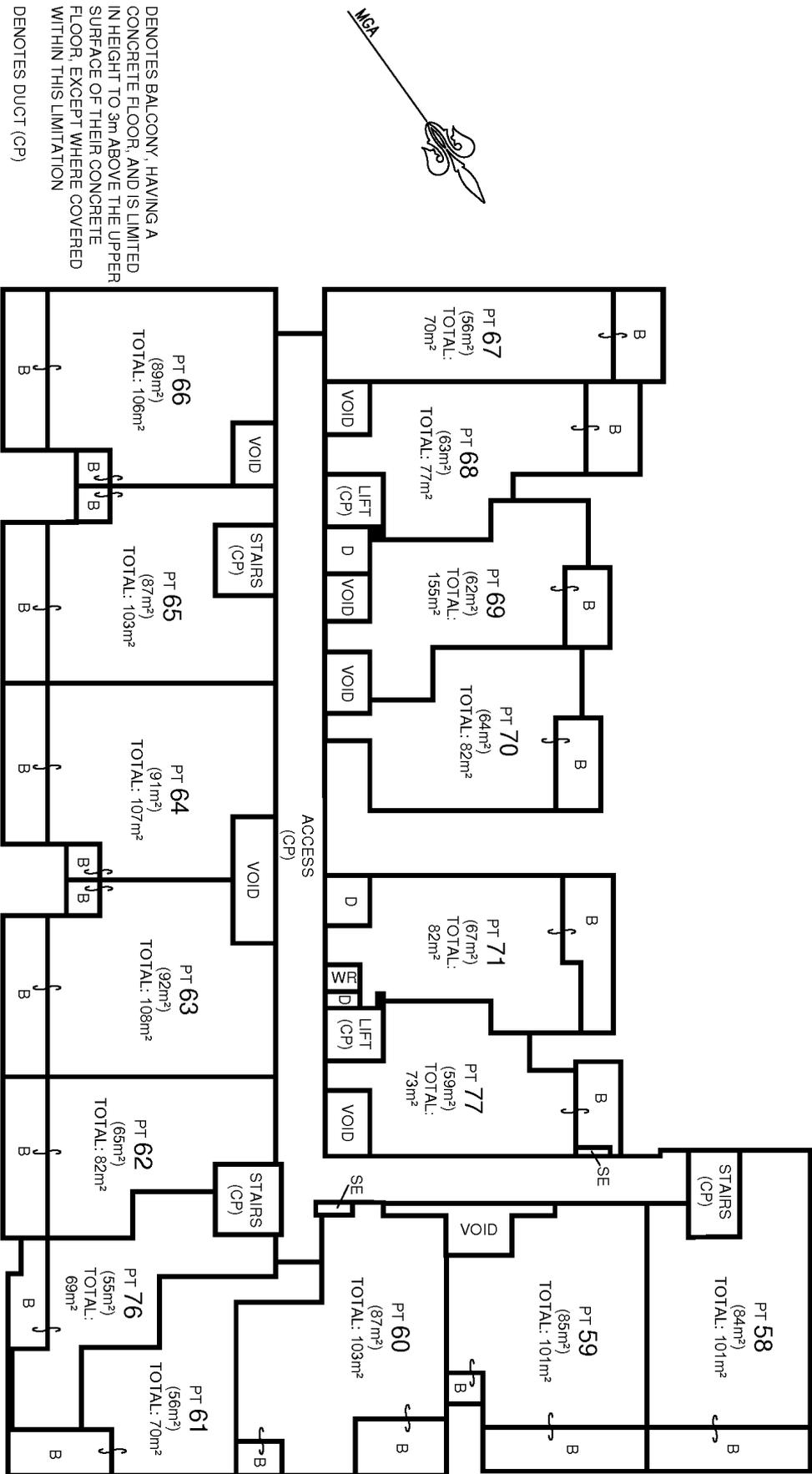


13.10.2017

SP96421

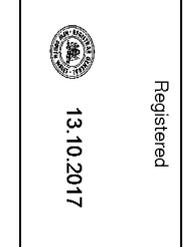
10	20	30	40	50	Table of mm	90	100	110	120	130	140	150
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LEVEL 4

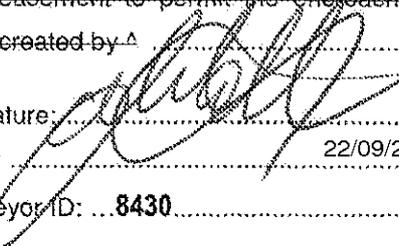
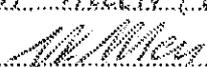


- B DENOTES BALCONY, HAVING A CONCRETE FLOOR, AND IS LIMITED IN HEIGHT TO 3m ABOVE THE UPPER SURFACE OF THEIR CONCRETE FLOOR, EXCEPT WHERE COVERED WITHIN THIS LIMITATION
 - D DENOTES DUCT (CP)
 - CP DENOTES COMMON PROPERTY
 - SE DENOTES SERVICES (CP)
 - WR DENOTES WASTE ROOM (CP)
- ALL DUCTS, CABLES, PIPES, WATERPROOFING MEASURES AND OTHER SERVICES FORM PART OF THE COMMON PROPERTY
- ANY SERVICE LINE WITHIN ONE LOT SERVICING ANOTHER LOT IS COMMON PROPERTY
- AREAS ARE APPROXIMATE ONLY SHOWN FOR THE PURPOSES OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: JOHN WALTON
 Surveyor's Ref: 2650-15SP
 Subdivision No: 319/2017
 Lengths are in metres Reduction Ratio 1 : 200



Registered
 13.10.2017
SP96421

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only Registered:  13.10.2017	SP96421	
PLAN OF SUBDIVISION OF: LOT 1 IN DP1218656	LGA: STRATHFIELD Locality: HOMEBUSH Parish: CONCORD County: CUMBERLAND	
This is a *FREEHOLD / *LEASEHOLD Strata Scheme		
Address for Service of Documents 1-9 KANOONA AVENUE, HOMEBUSH NSW 2140 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A / B Smoke penetration: Option *A / B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i>) * The strata by laws lodged with the plan.	
<p style="text-align: center;">Surveyor's Certificate</p> I, JOHN WALTON of DAW & WALTON PTY LTD, PO Box 3222, REDFERN NSW 2016, survey@daw-walton.com.au being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by Δ Signature:  Date: 22/09/2017 Surveyor ID: ... 8430 Surveyor's Reference: 2650-15SP <small>Δ Insert the deposited plan number or dealing number of the instrument that created the easement</small>	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I, <u>ANNA ALLEN</u> being an Accredited Certifier, accreditation number <u>BFB2772</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) 78 to 94 will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>319/2017</u> Relevant Planning Approval No.: <u>CDC 2017/138</u> issued by: <u>ANNA ALLEN (BFB2772)</u> Signature:  Date: <u>25/09/2017</u> <small>Δ 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)

Office Use Only

Office Use Only

Registered:  13.10.2017

SP96421

VALUER'S CERTIFICATE

I, Adrian Staltari 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

26.9.2017.

SCHEDULE OF UNIT ENTITLEMENT

Lot	Entitlement								
1	118	20	144	39	118	58	144	77	119
2	111	21	140	40	117	59	147	78	4
3	188	22	143	41	124	60	144	79	3
4	121	23	116	42	110	61	115	80	3
5	148	24	117	43	118	62	118	81	4
6	118	25	122	44	143	63	146	82	4
7	148	26	121	45	142	64	146	83	3
8	115	27	119	46	144	65	142	84	3
9	117	28	117	47	113	66	122	85	3
10	124	29	142	48	117	67	124	86	4
11	124	30	145	49	145	68	116	87	4
12	119	31	140	50	145	69	116	88	3
13	116	32	114	51	141	70	117	89	3
14	141	33	119	52	145	71	119	90	3
15	140	34	144	53	115	72	121	91	3
16	137	35	144	54	111	73	123	92	3
17	188	36	140	55	124	74	115	93	4
18	110	37	141	56	125	75	116	94	4
19	144	38	108	57	115	76	117		
							Aggregate		10000

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Office Use Only Registered:  13.10.2017	<h1>SP96421</h1>	

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

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

EXECUTED by SHRIK HOMEBUSH PTY LTD (ACN 605 915 115)

In accordance with section 127 of the Corporations Act:

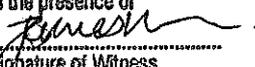

 Name... ELIAS ARMENIS Name.....
 Authority... SOLE DIRECTOR + SECRETARY Authority.....

EXECUTED by AUSTRALIA AND NEW ZEALAND BANKING GROUP (ACN 605 915 115)

In accordance with section 127 of the Corporations Act:

Executed for and on behalf of
 Australia and New Zealand Banking Group Limited
 ABN 11 005 357 522
 under Power of Attorney dated 18th November 2002
 and registered in New South Wales
 Book 4376 Folio: 410 by

Dennis Cha
 who certifies that he/she is a
 Senior Manager/Manager
 and that he/she has not received
 notice of revocation of that Power.


 Signature of Attorney
 In the presence of

 Signature of Witness
JAMES MUNN
 Print name of Witness
 3/184 Bourke Rd
 Alexandria NSW 2015
 Address of Witness

VENA
 New South Wales



AM723797R

Section 88E(3) Conveyancing Act
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Register. Section 30B of the RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE

1/1218656

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	Daw & Walton Pty Ltd PO Box 3222, Redfern NSW 2016 Ph: 0280651156 Email: survey@daw-walton.com.au Reference: 2650-15OSD	

(C) REGISTERED PROPRIETOR

Of the above land
 Shrik Homebush Pty Ltd (ACN: 605 915 115)

(D) LESSEE MORTGAGEE or CHARGE

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(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: *Linda Seeto*
 Name of witness: LINDA SEETO
 Address of witness: c/- 65 Homebush Rd, Strathfield

Signature of authorised officer: *Silvio Falato*
 Name of authorised officer: Silvio Falato
 Position of authorised officer: Manager Planning and Development
 Pursuant to S377 Local Government Act 1993.

(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: Shrik Homebush Pty Ltd (ACN: 605 915 115)
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:
 Office held:

Signature of authorised person: *Elias Armenis*
 Name of authorised person: ELIAS ARMENIS
 Office held: SOLE DIRECTOR / SECRETARY

(H) Consent of the N.A

The N.A under N.A No. N.A, agrees to be bound by this positive covenant who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

~~Signature of witness: *Jessica Touma*
 Name of witness: JESSICA TOUMA
 Address of witness: 12 Southwood Pl, West Pennant Hills NSW~~

Signature of N.A.

LT 285D

Annexure: 'A' to POSITIVE COVENANT

Parties:

1/1218656 (1-9 Kanoona Ave, Homebush) &
Strathfield Council

Dated:

TERMS OF POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88(E)
CONVEYANCING ACT 1919

1. Terms

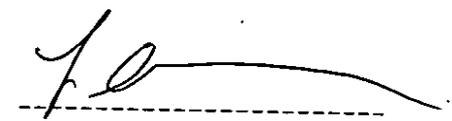
- (a) The stormwater detention facility as described by work as executed plan Ref: 12021-52 prepared by Geometra Consulting Pty Ltd forming part of the DA approval DA 2014/183 shall not be altered or removed in whole or in part without the written approval of Strathfield Council.
- (b) The registered 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



Registered Proprietor(s)

POSITIVE COVENANT
 New South Wales



AM723798P

Section 88E(3) Conveyancing Act
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Register. The Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE** 1/1218656

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Daw & Walton Pty Ltd PO Box 3222, Redfern NSW 2016 Ph: 0280651156 Email: survey@daw-walton.com.au Reference: 2650-15OSD	CODE PC
-------------------------	--	-------------------

(C) **REGISTERED PROPRIETOR** Of the above land
Shrik Homebush Pty Ltd (ACN: 605 915 115)

(D) **LESSEE MORTGAGEE or CHARGE** Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(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: *Linda Seejo*
 Name of witness: LINDA SEEJO
 Address of witness: C/- 65 Homebush Rd, Strathfield

Signature of authorised officer: *Silvio Falato*
 Name of authorised officer: Silvio Falato
 Position of authorised officer: Manager Planning and Development
 Pursuant to s377 Local Government Act 1993.

(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: Shrik Homebush Pty Ltd (ACN: 605 915 115)
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: _____
 Name of authorised person: _____
 Office held: _____

Signature of authorised person: *Elias Armenis*
 Name of authorised person: ELIAS ARMENIS
 Office held: SOLE DIRECTOR / SECRETARY

(H) **Consent of the N.A**
 The N.A under N.A No. N.A., agrees to be bound by this positive covenant.
 I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

~~Signature of witness: *Jessica Torma*~~
~~Name of witness: JESSICA TORMA~~
~~Address of witness: 12 Southwood Pl, West Pennant Hills NSW~~

Signature of N.A. _____

Annexure: 'A' to POSITIVE COVENANT

Parties:

1/1218656 (1-9 Kanoona Ave, Homebush) &
Strathfield Council

Dated: _____

TERMS OF POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88(E)
CONVEYANCING ACT 1919

1. Terms

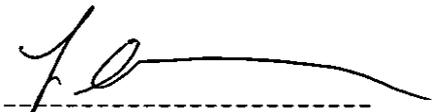
- (a) The stormwater detention facility as described by work as executed plan Ref: 12021-52 prepared by Geometra Consulting Pty Ltd forming part of the DA approval DA 2014/183 shall not be altered or removed in whole or in part without the written approval of Strathfield Council.
- (b) The registered 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.

 - Silvio Falato

Authorised Person
Strathfield Council



Registered Proprietor(s)



Form: 01TG
Release: 2.1
www.lpma.nsw.gov.au

TRANSFER GRANTING EASEMENTS

AM717756R

New South Wales
Real Property Act 1900

Plan fee raised

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

(A) TORRENS TITLE

Servient Tenement Folio Identifier 1/1218656	Dominant Tenement An easement in gross pursuant to s88A of the Conveyancing Act 1919
---	---

(B) LODGED BY

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>Shrik Homebush Pty Ltd</i> <i>PO Box A102, SYDNEY SOUTH NSW 1235</i> <i>9267 2000</i>	CODE TG
Reference: _____		

(C) TRANSFEROR

<i>SHRIK HOMEBUSH PTY LTD</i> <i>ACN 605 915 115</i>

(D) The transferor acknowledges receipt of the consideration of \$ _____ and transfers and grants—

(E) DESCRIPTION OF EASEMENT

<i>EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 5.3 WIDE ON THE TERMS SET OUT IN ANNEXURE "A" AND SHOWN ON THE PLAN IN ANNEXURE "B"</i>
--

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

(F) Encumbrances (if applicable): _____

(G) TRANSFEREE

<i>ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385</i>
--

DATE _____

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

Corporation: SHRIK HOMEBUSH PTY LTD
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: _____	Signature of authorised person: _____
Name of authorised person: _____	Name of authorised person: _____
Office held: <u>For execution on behalf of the Corporation see Annexure A, page 3 of 4.</u>	Office held: _____

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence. Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of witness: _____ Signature of transferee: _____

Name of witness: _____
Address of witness: For execution by Transferee see Annexure A, page 3 of 4.

OFF XAL AM383224

CT Prod 285D on 11/9/17 for TG

Annexure A to TRANSFER GRANTING EASEMENT

Parties:

SHRIK HOMEBUSH PTY LTD and ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

Dated: _____

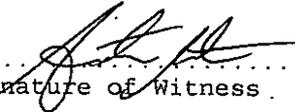
An EASEMENT FOR ELECTRICITY AND OTHER PURPOSES affecting that part of the servient tenement shown as "EASEMENT FOR ELECTRICITY AND OTHER PURPOSES" on Annexure B on the terms and conditions set out in Memorandum registered number AK980903. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in Memorandum AK980903.

Signed sealed and delivered for and on behalf of Alpha Distribution Ministerial Holding Corporation:)
)
)
)



Signature of Agent for ~~Bob Whitfield~~, Michael Pratt
NSW Treasury Secretary (NSW Treasurer's
delegate-under delegation dated
24 November 2015), on behalf of Alpha
Distribution Ministerial Holding
Corporation

1-4


Signature of Witness

ANGELO KRIVETOS
Name of Agent in full

ANNETTE MARTINS
Name of Witness in full
52 Mann Place
126 Phillip Street Sydney NSW 2000



Signature of Transferee

Annexure A to TRANSFER GRANTING EASEMENT

Parties:

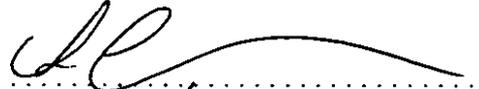
SHRIK HOMEBUSH PTY LTD and ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

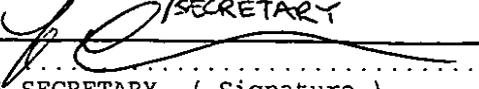
Dated: _____

SHIRK HOMEBUSH PTY LTD
A.C.N 605 915 115

..... ELIAS ARMEWIS
SOLE DIRECTOR/ (Print Full Name)
SECRETARY/

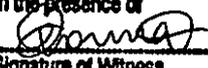
Ⓢ ~~..... ELIAS ARMEWIS
SOLE SECRETARY (Print Full Name)~~

..... 
SOLE DIRECTOR/ (Signature)

..... 
SECRETARY/

Executed for and on behalf of
Australia and New Zealand Banking Group Limited
ABN 11 005 357 522
under Power of Attorney dated 18th November 2002
and registered in New South Wales
Book 4376 Folio: 410 by

..... DENIS CHA
who certifies that he/she is a
Senior Manager/Manager
and that he/she has not received
notice of revocation of that Power.

..... 
Signature of Attorney
In the presence of
..... 
Signature of Witness
JESSICA TOUMA
Print name of Witness
3/84 Bourke Rd
Alexandria NSW 2015
Address of Witness

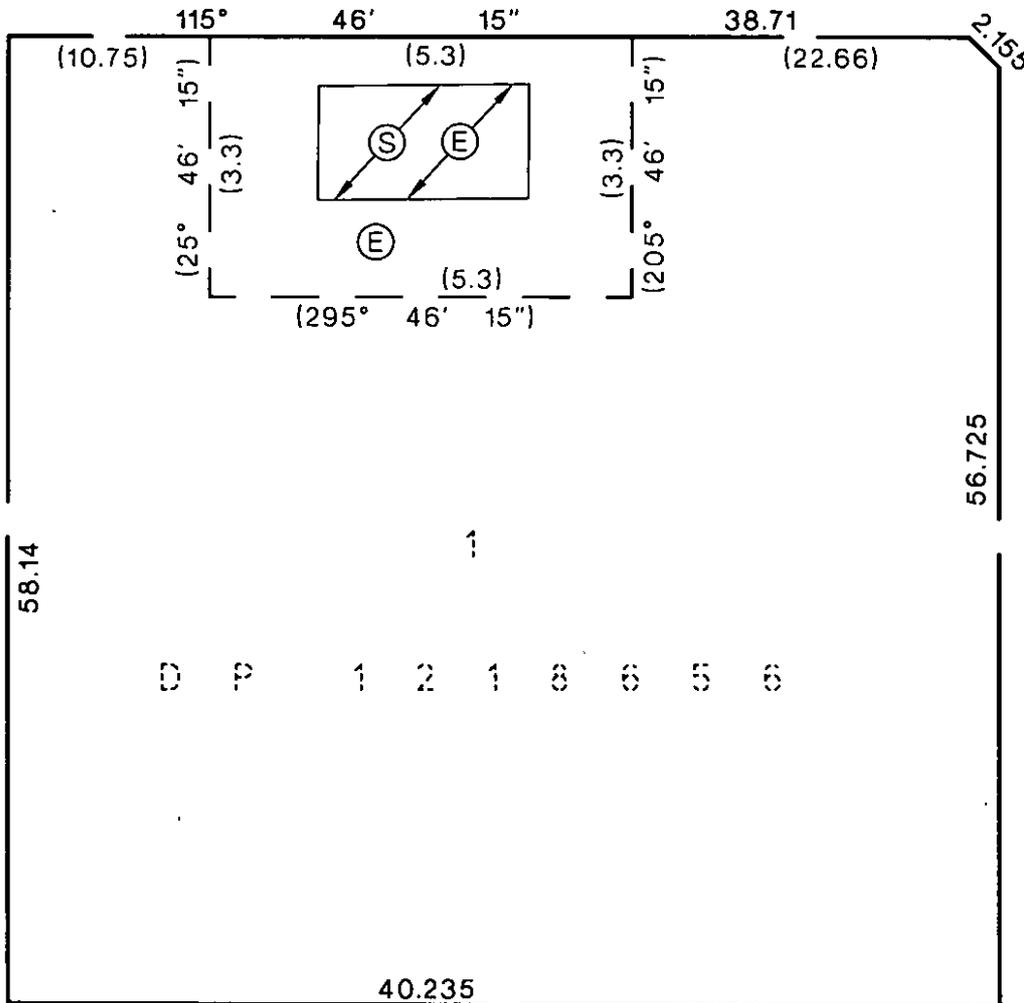
MORTGAGEE
BY ITS EXECUTION CONSENTS TO THE REGISTRATION OF THIS DOCUMENT

ANNEXURE " B "

**PLAN SHOWING EASEMENT FOR ELECTRICITY
 AND OTHER PURPOSES WITHIN
 LOT 1 IN DP 1218656**

LGA: STRATHFIELD
 LOCALITY: HOMEBUSH
 PARISH: CONCORD
 COUNTY: CUMBERLAND
 SCALE: 1:100

P A R K R O A D



John Bottaro
all

John Bottaro
 Registered Surveyor
 Our Ref : 12021-51
 10th August 2017

- Ⓢ ELECTRICAL SUBSTATION PREMISES No.77098
- ⓔ EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (3.3 WIDE)

FILM WITH AM717756

sparke
HELMORE
LAWYERS

16 August 2017

The Registrar General
Land and Property Information
Queens Square
Sydney NSW 2000

Dear Sir

**Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of
easement from Shrik Homebush Pty Limited
Property: 1-9 Kanoona Avenue, Homebush
Caveat No.: AM383224
Our ref: HEM/AUS096-01260**

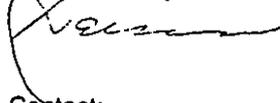
On behalf of Ausgrid (now ADMHC) we lodged caveat AM383224 to protect ADMHC's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of a Transfer Granting Easement.

Caveat AM383224 should be removed from the title on the Transfer Granting Easement.

If you require any additional information please contact our office.

Yours faithfully



Contact:
Helen Murray, Special Counsel
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Chairman & Partner responsible:
Mark Hickey
e: mark.hickey@sparke.com.au

Newcastle

Sparke Helmore Building, Level 7, 28 Honeysuckle Dr, Newcastle NSW 2300
PO Box 812, Newcastle NSW 2300
t: +61 2 4924 7200 | f: +61 2 4924 7299 | DX 7829 Newcastle | www.sparke.com.au
adelaide | brisbane | canberra | melbourne | newcastle | perth | sydney | upper hunter

HEMLBW614557571

Page 1 of 1

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2
Real Property Act 1900



AM933650C

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/SP 96421
--

(B) **LODGED BY**

Document Collection Box W	Name, Address or DX, Telephone, and Customer Account Number if any Sarraf Strata - P O Box 520, Hurstville NSW 1481	CODE CH
	Reference: John Sarraf - 93758710	

(C) The Owners-Strata Plan No. 96421 certify that a special resolution was passed on 30/11/2017

(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 no.19

Amended by-law No. NOT APPLICABLE

as fully set out below:

By-Law No. 19 - Notice-Board

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

(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. 96421 was affixed on 1/12/2017 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

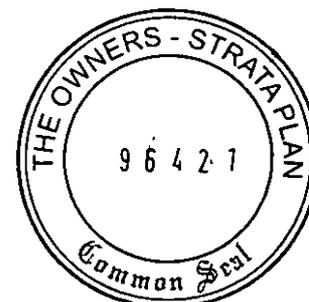
Name: John Sarraf

Authority: Strata Manager

Signature: _____

Name: _____

Authority: _____



"Annexure A"

STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 3

SCHEDULE 3 – Model by-laws for residential strata schemes

(Clause 37)

Note : These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the 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 person authorised by an owner may install, without the consent of the owners corporation:

(a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children.

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

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause

(1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

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

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

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

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4 Obstruction of common property

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

5 Keeping of animals

Option A

(1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.

(2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.

(3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:

(a) keep the animal within the lot, and

(b) supervise the animal when it is on the common property, and

(c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

(2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:

(a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and

(b) without limiting paragraph (a), that invitees comply with clause (1).

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 for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Option A

(1) An owner or occupier, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property.

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

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(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.

12 Appearance of lot

(1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

(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 14.

13 Cleaning windows and doors

(1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.

(2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

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

"washing" includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste-bins for individual lots [applicable where individual lots have bins]

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

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

16 Disposal of waste-shared bins [applicable where bins are shared by lots]

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

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

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

18 Compliance with planning and other requirements

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

19 Notice-Board

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.



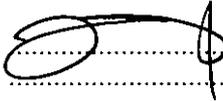
Approved Form 10 Certificate re Initial Period

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 96421 was affixed on ^ 1/12/17 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
* Strike through if inapplicable.

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Form: 15CH
Release: 2.0

**CONSOLIDATION/
CHANGE OF BY-LAW**

New South Wales

Strata Schemes Management Act
Real Property Act 1900



AQ776484Q

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/SP 96421	
(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: SP 96421
		CODE CH

- (C) The Owners-Strata Plan No. 96421 certify that a special resolution was passed on 15/12/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. By law no.20
Amended by-law No. NOT APPLICABLE
as fully set out below:
By law no.20 - Wheel Clamping and Towing - Pages 7-8

- (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. 96421 was affixed on 7/1/2021 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature:

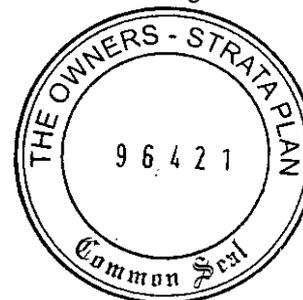
Name: John Sarraf

Authority: Strata Manager

Signature:

Name:

Authority:



STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 3

SCHEDULE 3 – Model by-laws for residential strata schemes

(Clause 37)

Note : These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the 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 person authorised by an owner may install, without the consent of the owners corporation:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.

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

(3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.

(4) The owner of a lot must:

- (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
- (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

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

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

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4 Obstruction of common property

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

5 Keeping of animals

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

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 for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

Option A

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

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (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.

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (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 14.

13 Cleaning windows and doors

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

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.

(2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.

(3) In this by-law:

"washing" includes any clothing, towel, bedding or other article of a similar type.

15 Disposal of waste-bins for individual lots [applicable where individual lots have bins]

(1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.

(2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

(3) An owner or occupier must:

(a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and

(b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

(4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.

(5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

(7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(8) The owners corporation may give directions for the purposes of this by-law by 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.

(9) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

16 Disposal of waste-shared bins [applicable where bins are shared by lots]

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

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

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

18 Compliance with planning and other requirements

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

19 Notice-Board

The Owners Corporation must cause a notice-board to be affixed to some part of the common property.

20 Wheel Clamping and Towing

1. Introduction

The purpose of this by-law is to assist the owners corporation to better manage and administer the strata scheme by prohibiting owners and occupiers from parking on common property and enabling the owners corporation to immobilise or tow motor vehicles and recover the cost.

2. No Parking on common property

- 2.1 An owner or occupier must not park on common property, including in visitor spaces, without the owners corporation's prior written approval.
- 2.2 The owners corporation may install bollards on or in a visitor space to prevent non-visitors from parking in those spaces and signs notifying occupiers of this by-law.
- 2.3 An owner or occupier must not park on or in the parking space forming part of another owner's lot, without that owner's prior written approval

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

- 3.1 The owners corporation may (at its complete discretion) elect to give an owner or occupier one warning before it enforces the terms of this by-law.
- 3.2 If an owner or occupier breaches this by-law, the owners corporation may:
 - 3.2.1 place a notice on the windscreen on the owner's or occupier's vehicle that they have breached this by-law and must immediately remove their vehicle;
 - 3.2.2 immobilise the relevant vehicle, including by wheel clamping or any other similar device;
 - 3.2.3 subject to any relevant law, tow or move the car from the common property or other owner's car space;
 - 3.2.4 if a notice is issued in accordance with clause 3.2.1, recover from the relevant owner or occupier the reasonable cost of sending the notice, and the expenses of recovering those costs;
 - 3.2.5 if a vehicle is immobilised in accordance with clause 3.2.2, recover from the relevant owner or occupier the cost of immobilising the relevant vehicle and removing the immobilisation device, and the expenses of recovering those costs; and
 - 3.2.6 if a vehicle is towed or moved in accordance with clause 3.2.3, recover from the relevant owner or occupier the cost of moving the relevant vehicle, and the expenses of recovering those costs.
- 3.3 By virtue of this by-law and section 135 of the Act, each owner and occupier consents to their vehicle being immobilised, and this operates as a consent under section 651B of the *Local Government Act 1993*.
- 3.4 The owners corporation may install signs warning of the existence of this by-law and the possibility of the vehicles of owners and occupiers in breach of it being immobilised.

3.5 The owner or occupier must take all reasonable steps to ensure their visitor complies with the terms of this by-law.

4. **Recovery**

4.1 A debt will be recoverable in the same manner as unpaid contributions.

4.2 A debt will, if not paid within a month of sending the invoice to the responsible person or notifying the responsible person of the debt, bear interest at the same rate as unpaid contributions under section 85 of the Act.

4.3 The owners corporation may recover all of its expenses of recovering a debt on an indemnity basis.

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.

5.3 *notice* means a notice issued in accordance with clause 3.2.1 of this by-law.

5.4 *occupier* means an occupier of a lot in the strata scheme.

5.5 *owner* means an owner of a lot in the strata scheme.

5.6 *Regulation* means the *Strata Schemes Management Regulation 2016*.

5.7 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.

5.8 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.

5.9 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.

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Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		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

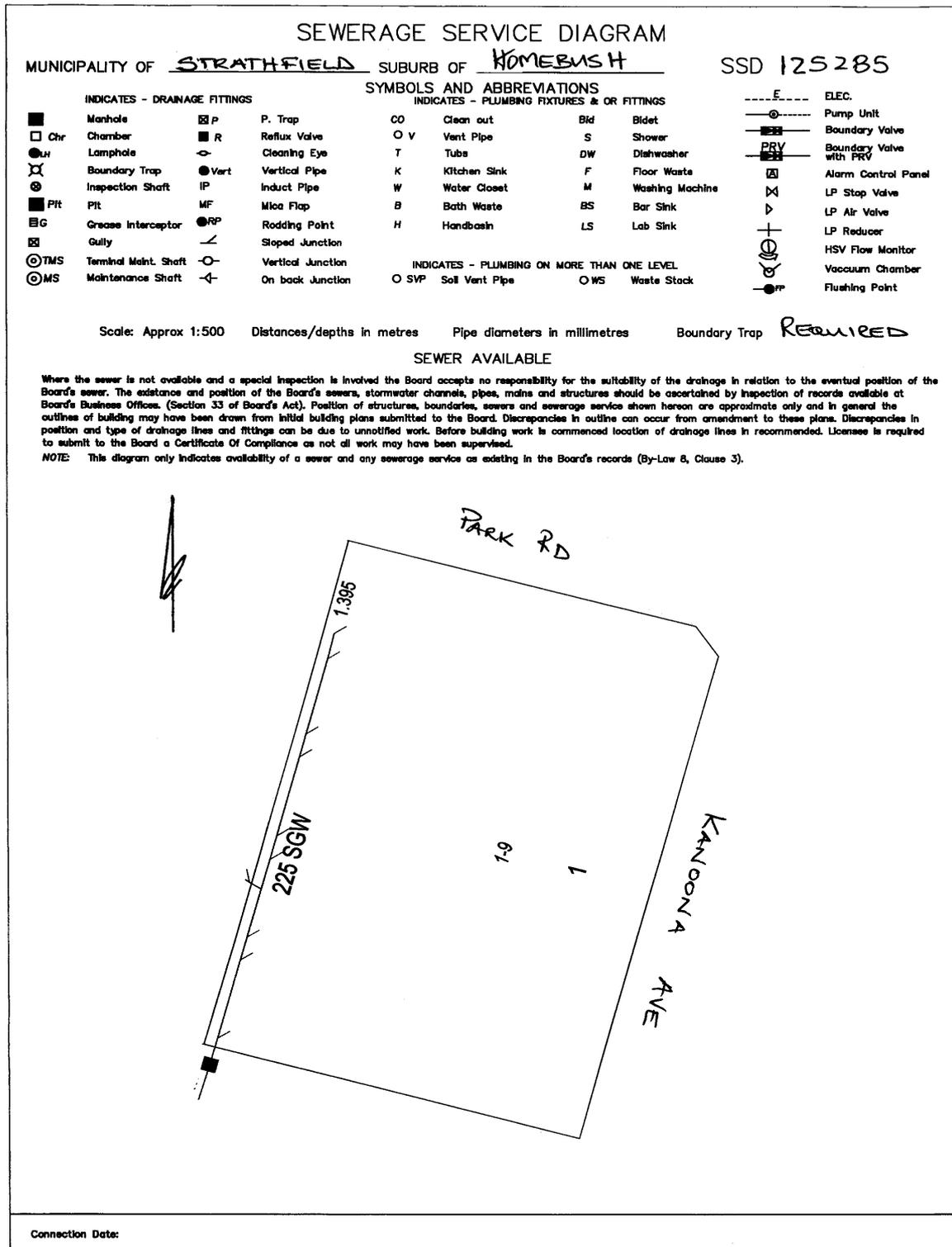
In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

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**.

Sewer Service Diagram

Application Number: 8004704178



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**.

InfoTrack Pty Ltd
135 King Street
NSW 2000

Issue Date : 09/10/2025
Receipt No. : 403231
Fee Paid : \$71.00

Address : Unit 4 1-9 Kanoona Avenue HOMEBUSH NSW 2140
Description : Lot: 3 SP: 96421
Owner : H Du

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

Homebush Transport Orientated Development Precinct Design Guide

- (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.

Amendment to Strathfield LEP 2012 – 204 Hume Highway, Chullora (PP-2025-136)

An amendment to Strathfield LEP 2012 – Additional Permitted Uses – 204 Hume Highway Chullora was placed on public exhibition on 14 July 2025.

The Planning Proposal proposes to amend Strathfield LEP 2012 as follows:

- Amend Schedule 1, and the associated map, to allow the following additional permitted uses: “service station” and “restaurant or café” and
- Limit the maximum combined gross floor area of restaurant or café and take away food and drink premises development to not exceed 350m².

The Planning Proposal and associated documentation can be viewed here: [204 Hume Highway, Chullora, NSW 2190 - Amendment to SLEP 2012 - Additional permitted uses | Planning Portal - Department of Planning and Environment](#)

Planning Proposal – Housekeeping Amendment 2024 (PP-2024-2781)

A Planning Proposal – Housekeeping Amendment 2024 was placed on public exhibition on 9 May 2025. The Proposal seeks to amend the Strathfield Local Environmental Plan (LEP) 2012:

- To improve its operation and accuracy by correcting identified anomalies and inconsistencies to existing provisions and maps,
- By implementing the outcomes of Council's endorsed Biodiversity Conservation Strategy and Action Plan 2020-2030,

- By responding to a request by Sydney Water to rezone existing Sydney Water infrastructure from R2 Low Density Residential to SP2 to better reflect their current and future use of the land,
- To expand the permitted uses in the E4 General Industrial zone to enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers, consistent with the objectives of the zone (recreation facility (indoor), and
- To ensure that heritage items and significant properties are correctly identified and protected.

The Planning Proposal and associated documentation can be viewed here: [Strathfield Local Environmental Plan 2012 - Housekeeping Amendments 2024 | 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 Homebush TOD Section 7.12 Infrastructure Contributions Plan

Council is exhibiting a draft section 7.12 infrastructure contributions plan.

The draft Plan proposes the following levies for development:

- a NIL levy on all development with a cost up to and including \$100,000
- a 0.5% levy on all development with a cost between \$100,001 and \$250,000
- a 4% levy on development with a cost of works over \$250,000.

For more information on the exhibition of the draft Homebush TOD Section 7.12 Infrastructure Contributions plan please visit: [Home | Have Your Say Strathfield \(nsw.gov.au\)](#) Please do not hesitate to contact Council's Senior Strategic Planner, Greg Dyson at council@strathfield.nsw.gov.au if you have any questions or would like to make a submission until 5 September 2025.

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.

Pattern Book Development Code

Complying development under the Pattern Book Development 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, with the exception of Clause 1.19(3B), which is explained below. 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:

On 1 July 2024, State Environmental Planning Policy (Housing) 2021 (Housing SEPP) was amended to permit with development consent, dual occupancy development in the R2 Low Density Residential Zone

Clause 1.19(3B) was inserted into the State Environmental Planning Policy (Exempt and Complying Development Codes) (Codes SEPP) excluding the use of the Codes SEPP – Low Rise Housing Diversity Code for development for the purposes of dual occupancies in R2 Zone when not permitted under another environmental planning instrument, Strathfield LEP 2012. A development application is required to be submitted to Council for development of a dual occupancy in the R2 zone.

On 16 July 2025, Clause 1.19(3B) was further amended to include reference to the Pattern Book Development Code, excluding the use of this code for the purposes of dual occupancy development in the R2 zone

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

Item 24: Special Entertainment Precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

The land or part of the land is not within a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

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

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

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

- (iv) please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
17. If a swimming pool is on the common property:
- when did construction of the swimming pool commence?
 - is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - 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:
- Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - 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?
 - Is the vendor aware of:
 - any road, drain, sewer or storm water channel which intersects or runs through them?
 - any dedication to or use by the public of any right of way or other easement over any part of them?
 - any latent defects in them?
 - Has the vendor any notice or knowledge of them being affected by the following:
 - any resumption or acquisition or proposed resumption or acquisition?
 - 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.
 - 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?
 - any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - any realignment or proposed realignment of any road adjoining them?
 - 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.