

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Harcourts Greenacre ACN 1/149 Waterloo Road, Greenacre, NSW 2190	Phone: 02 8668 5754 Ref: Mark Saleh
co-agent		
vendor	Xiao Liu	
vendor's solicitor	Ausdoor Legal Pty Ltd Level 5, 233 Castlereagh Street, Sydney NSW 2000 PO Box 20675, World Square NSW 2002	Phone: 02 9586 4327 Fax: 02 8323 4690 Ref: KY:191028514 E:info@ausdoorlegal.com
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	Unit 801/10 French Avenue, Bankstown, New South Wales 2200 Registered Plan: Lot 53 Plan SP 95339 Folio Identifier 53/SP95339	
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$ _____

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes
Proposed electronic transaction (clause 30) no YES

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 *RW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

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

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

Sarrafa Strata ACN
 PO Box 520, HURSTVILLE BC NSW 1481 Phone: 1300 002 888

SECTION 66W CERTIFICATE

I, _____ of _____,
_____, certify as follows:

1. I am a Solicitor/Licensed Conveyancer/Barrister currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **Unit 801/10 French Avenue, Bankstown, NSW 2200** from **Xiao Liu** to _____
in order that there is no cooling off period in relation to that contract;
3. I do not act for **Xiao Liu** and am not employed in the legal practice of a solicitor acting for **Xiao Liu** nor am I a member or employee of a firm of which a solicitor acting for **Xiao Liu** is a member or employee; and
4. I have explained to _____:
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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:

Australian Taxation Office	NSW Fair Trading
Council	NSW Public Works Advisory
County Council	Office of Environment and Heritage
Department of Planning and Environment	Owner of adjoining land
Department of Primary Industries	Privacy
East Australian Pipeline Limited	Roads and Maritime Services
Electricity and gas	Subsidence Advisory NSW
Land & Housing Corporation	Telecommunications
Local Land Services	Transport for NSW
NSW Department of Education	Water, sewerage or drainage authority

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. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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.

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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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 18B of the Swimming Pools Regulation 2008).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

5 Requisitions

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

6 Error or misdescription

- 6.1 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

- 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 purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *remittance amount* payable;
 - *RW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• Place for completion

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.

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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 4.3);

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; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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 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 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 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 not disclosed in this contract; or
 - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

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 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <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>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <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 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>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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <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>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <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> . |

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

UNIT 801, 10 FRENCH AVENUE
BANKSTOWN NSW 2200

CONDITIONS OF SALE BY AUCTION

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

Bidders Record means the Bidders Record to be kept pursuant to Clause 13 of the *Property, Stock and Business Agents Regulation 2014* and Section 68 of the *Property, Stock and Business Agents Act 2002*:

- (1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences (but not if the auction relates solely to livestock).
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
 - (c) The highest bidder is the purchaser, subject to any reserve price.
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
 - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - (g) A bid cannot be made or accepted after the fall of the hammer.
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by subclause (1), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
 - (b) Subject to subclause (3), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner.
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

Special Conditions

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

BETWEEN

Xiao Liu

(Vendor)

And

(Purchaser)

30. Conflict between standard clauses and special conditions

30.1 The following special conditions are additional terms to the printed Contract for Sale and Purchase of Land 2018 Edition ("**Printed Contract**"). If there is a conflict between these special conditions and the Printed Contract, then these special conditions shall prevail.

31. Definitions and Interpretation

31.1 In this Contract unless the contrary intention appears:

- (a) Headings are for convenience only and do not affect interpretation;
- (b) words importing the singular shall include the plural and words importing the plural shall include the singular;
- (c) a gender includes an gender;
- (d) a reference to a clause, is to a clause of this Contract;
- (e) a reference to a person includes:
 - (i) a body corporate, an unincorporated body or other entity;
 - (ii) a reference to that person's executors, administrators, successors, permitted assigns and substitutes; and
 - (iii) a person to whom this contract is novated.
- (f) a reference to a schedule annexure or attachment is to a schedule, annexure or attachment to this Contract;
- (g) a reference to legislation includes but is not limited to a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it;
- (h) a reference to conduct, includes but is not limited to, an omission, statement or undertaking whether or not in writing;
- (i) an agreement representation or warranty in favour of two or more people for the benefit of them jointly and severally; and
- (j) a reference to time is a reference to Sydney time.

31.2 The vendor does not promise, represent or state that any documents attached to this Contract are accurate or current.

32. Amendments to the Printed Contract

32.1 The Printed Contract is amended as follows:

- (a) In standard clause 1, delete the definition of *bank* and substitute the following words:

“the Reserve Bank of Australia or an authorized deposit-taking institution which is a bank but does not include a building society or a credit union.”

- (b) Delete standard clause 2.4;

- (c) Delete standard clause 3;

- (d) In standard clause 7.1.1, delete the words “5%” and substitute “\$1.00”;

- (e) In standard clause 7.2.1, delete the words “10%” and substitute “1%”;

- (f) In standard clause 8.1.1, delete the words “on reasonable grounds”;

- (g) In standard clause 8.1.3, delete the words “14 days” and substitute “7 days”;

- (h) Standard clause 9.1 is amended by inserting the following words to the end of the sentence “and the Purchaser shall pay to the Vendor any GST payable in connection with the forfeiture of the deposit pursuant to this clause”;

- (i) Standard clause 10.1.8 and 10.1.9 are amended by the deletion of the words “substance” and replacing with the word “existence” where such word appears in either of these sub-clause;

- (j) In standard clause 13.1, delete the words “clause” and substitute “contract”;

- (k) In standard clause 16.5, delete the words “plus another 20% of that fee”;

- (l) In standard clause 16.6, insert after the words “serves” on the first line the words “at least 7 days before the completion date”;

- (m) Standard clause 16.7 is amended by deleting the words “settlement cheques” and substitute with “bank cheques”, and by deleting the words “cash (up to \$2,000.00) or”;

- (n) Delete standard clause 16.8;

- (o) Standard clause 16.12 is amended by deleting the words “but the vendor must pay the Purchaser’s additional expenses, including any agency or mortgagee fee”;

- (p) Standard clause 18 is amended by inserting the following additional clause:

“Clause 18.8 – The Purchaser cannot make any claim, objection or requisition or delay settlement after entering into possession of the property”.

- (q) In standard clause 23.2, insert the words “including insurance premiums paid by the Vendor but properly payable by the Owners Corporation” after “normal operating expenses”;

- (r) Delete clause 23.13 and 23.14 and insert the following words:

“The Purchaser shall obtain any information certificate in relation to the Property, the scheme or any higher scheme and serve the information certificate at least 3 business days prior to the completion date. The Vendor hereby authorises the Purchaser to obtain

the section 184 certificate under the Strata Schemes Management Act 2015 or the section 26 certificate from the Owners Corporation.”

33. Statements, Representations and Warranties

- 33.1 In entering the Contract the Purchaser acknowledges that the provisions of this Contract constitutes the full and complete understanding between the parties and that there is no other undertaking, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract, or binding on the parties hereto, with respect to any of the matters to which this Contract relates.
- 33.2 Notwithstanding anything else contained herein, the Purchaser acknowledges that by entering into this Contract that the Purchaser does not rely on any express or implied statement, representation or warranty made by the Vendor, or anyone on behalf of the Vendor in respect to the property including as to:
- (a) the neighbourhood in which the property is situated;
 - (b) the condition or state of repair of the property and any improvements on the property or any part of parts thereof;
 - (c) any proposals for the property or any surrounding areas;
 - (d) the existence of any carspace, storage and exclusive use area in relation to the Property;
 - (e) any rights relating to the Property;
 - (f) the interpretation or effect of any document;
 - (g) any service for any other property or any connections for any other property which pass through in or over the property;
 - (h) any sewer or water main or connection which passes through in or over the property;
 - (i) any manhole or vent on the property;
 - (j) the absence of any rights or easements in respect of any of those installations or services or utilities, or in respect of the mains, pipes or connections to and from the property;
 - (k) the condition or existence or non-existence of any services provided to the property;
 - (l) any compliance with the Local Government Act or any Ordinance under that Act in respect of any building on the land;
 - (m) the zoning and planning restrictions (including all planning approvals, permits and consents) on and in respect of the property and the use to which the property may be put and the development of the property; and
 - (n) any change in council rates, water rates or land tax.
- 33.3 The Purchaser shall not make any requisition, objection, claim for compensation or delay completion of this Contract in respect of any matters referred to in this clause 33.

34. Condition of Property, Furnishings and Chattels

- 34.1 the Purchaser acknowledges and agrees that he is purchasing the property, and any furnishing , fittings or chattels together with the improvements and inclusions, if any, referred to in this Contract:
- (a) purely relying on the Purchaser's own enquiries and inspection of the property;
 - (b) in its present condition and state of repair at the Contract date and subject to all and any defects and faults latent or patent as to its design, construction, state of repair, condition or otherwise including any infestation or dilapidation; and
 - (c) where the property is or is intended to be a lot or lots or otherwise part of a strata plan under the *Strata Titles Act 1973* as amended the Purchaser shall make no requisition, claim or objection or claim for compensation in respect of the condition or state of repair or any faults or defects (whether latent or patent) in any common property which is comprised in such strata plan.
- 34.2 The Vendor further acknowledges that he has not nor has anyone on the Vendor's behalf made any warranty or representation in respect thereof nor shall the Purchaser require the Vendor to carry out any repairs whatsoever to the property, or inclusions aforesaid and shall not call upon the Vendor to contribute to the cost of any work to the property. No objection, requisition or claim for compensation shall be made by the Purchaser in respect of any of these matters.
- 34.3 Notwithstanding provisions of standard clause 7 of the Printed Contract the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of standard clause 8 of the Printed Contract.

35. Real Estate Agent

- 35.1 The Purchaser warrants that he has not been introduced to the property by any real estate agent other than the Vendor's Agent named in this Contract, and hereby indemnifies the Vendor against any claim for commission plus any legal costs and expenses which the Vendor might be liable to pay in respect of the claim made by any real estate agent other than the Vendor's Agent if there has been a breach of this warranty.
- 35.2 The Vendor warrants that he has not signed any sole agency agreement in respect of the sale of the property with any real estate agent other than the Vendor's Agent named herein.
- 35.3 It is agreed between the parties that the benefit of the above warranties do not merge on completion.

36. Requisitions on Title

- 36.1 The Purchaser agrees that the only form of Requisitions on Title the Purchaser may make pursuant to standard clause 5 of the Printed Contract shall be in the form of the Requisitions on Title annexed hereto.

37. Incapacity

- 37.1 Without in any matter negating limiting or restricting any rights or remedies which would have been available at law or in equity had this clause not been included in this Contract, should the Vendor or the Purchaser or any one of them prior to completion:
- (a) being an individual, die, become mentally ill or commit an act of bankruptcy; or

- (b) being a corporation resolves to go into liquidation, have a winding up petition presented against it, enter into any scheme or arrangement with its creditors, have a liquidator, receiver, administrator or official manager appointed;

then the other party may rescind this Contract by notice in writing forwarded to the first mentioned party or its solicitor and thereupon this Contract shall be rescinded and the provisions of standard clause 19 shall apply.

38. Settlement Venue

- 38.1 Settlement of this matter shall take place wherever the Vendor's mortgagee directs. If the property is not mortgaged, then settlement shall be effected at the office of the Vendor's solicitor. However, should the Purchaser not be in a position to settle at the office of the Vendor's solicitor, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser provided that the Vendor's settlement agent's fee is paid by the Purchaser on or before settlement.

39. Late Submission of Transfer

- 39.1 In the event that the Purchaser fails to comply with the provisions of standard clause 4.1 of the Printed Contract, the Purchaser shall pay to the Vendor in cash on completion the sum of \$165.00 (inc GST) representing the additional costs incurred by the Vendor and/or Vendor's solicitor in arranging for the urgent execution of the Transfer by the Vendor.
- 39.2 The Purchaser shall not be entitled to require the Vendor to complete this Contract unless the amount referred to in special condition 39.1 is paid to the Vendor on completion and it is an essential term of this Contract that such amount be so paid.

40. Notice to Complete

- 40.1 Completion of this Contract shall take place on or before 3.00pm within the time provided for in this Contract. Should completion not take place within that time, then either party shall be at liberty to serve a Notice to Complete in writing calling for the other party to complete the matter making the time for completion essential. Such Notice to Complete shall give 14 days notice after the day immediately following the day on which that notice is received by the recipient of the Notice. The parties hereby acknowledge that 14 days shall be and is deemed to be for all purposes at law and in equity reasonable and sufficient period within which to require completion and to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another once at any time prior to actual completion.
- 40.2 The Purchaser hereby acknowledges that should completion not take place within the time specified in the Contract due to the Vendor's default, the only remedy available to the Purchaser is to issue a Notice to Complete in according in special condition 40.1.
- 40.3 In the event that the Vendor issues a Notice to Complete, the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase monies and any other monies payable to the Vendor under the Contract, the sum of \$440.00 (inclusive of GST) to cover the Vendor's legal costs and other expenses incurred as a consequence of the Vendor issuing a Notice to Complete.

41. Late Completion

41.1 If the Purchaser does not complete this Contract by the completion date specified in the Contract, other than as a result of any default by the Vendor, the Purchaser shall pay to the Vendor on completion:

- (a) in addition to the balance of the purchase money, any amount calculated as 10% interest on the balance of the purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which the sale shall be completed. It is agreed that this amount is genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete;
- (b) the sum of \$110.00 (inclusive of GST) to cover the Vendor's or the Discharging Mortgagee's settlement agency fees and other expenses incurred as a consequence of the delay;
- (c) if settlement has been booked and subsequently re-scheduled to another date without any fault on the part of the Vendor, the sum of \$220.00 (inclusive of GST) to cover the Vendor's additional legal costs for re-scheduling settlement; and
- (d) it is acknowledged by the parties that this is an essential term of the Contract and the Vendor shall not be obliged to complete this Contract unless the amount payable under this Additional Condition is tendered.

42. Deleted

43. Finance

43.1 The Purchaser warrants that he has not discussed and it is not intended to discuss any matters with the Vendor in respect of the means of payment for the payment for the property or in respect of any finance that the Purchaser has been or anticipates obtaining in relation to such payments and it is warranted that any such finance has been secured by the Purchaser.

43.2 It is further acknowledged by the Purchaser that the Consumer Credit Code shall have no application to this transaction and that the Purchaser has sought independent legal advice in relation to this matter and hereby indemnifies the Vendor against all claims, actions or proceedings of whatsoever nature that the Purchaser may take or that others may take on behalf of the Purchaser in relation to the Consumer Credit Code.

44. Payment of Deposit

44.1 The Purchaser shall pay as a deposit to the stakeholder a sum being ten per cent (10%) of the purchase price. If the purchaser pays and the Vendor accepts on exchange a sum less than 10% of the purchase price as an instalment of the deposit the Purchaser must pay the balance of the deposit on completion or on demand from the Vendor whichever first occurs and which demand shall not prejudice nor be a waiver of any other rights which the Vendor has in relation to this contract.

44.2 Notwithstanding provision 44.1, demand for the balance of the deposit shall not be made before completion unless the Purchaser is in default under this Contract in an essential respect.

44.3 Notwithstanding that the front page of the Contract may state that the deposit is an amount of which is less than 10% of the purchase price, for all purposes of this Contract the deposit shall be a sum equal to 10% of the purchase price.

44.4 The Vendor may recover any part of the deposit which remains unpaid after demand for payment, in an action for debt, together with interest at the highest rate chargeable pursuant to

be *Civil Procedure Act 2005 (NSW)* as set out in Schedule 5 of the *Civil Procedure Rules 2005 (NSW)* from the date of the demand to the date of payment.

45. Error in Adjustment

45.1 Each party agrees that if on completion any apportionment of outgoings required to be made under this Contract is overlooked or incorrectly calculated that party will forthwith upon being so requested by the other party make the correct calculation and pay such amount to the other party as is shown by such calculation to be payable. This clause shall not merge on completion.

46. Entire Agreement

46.1 The Purchaser acknowledges that they do not rely upon any warranty or representation made by the Vendor or the Vendor's Agent except such as are expressly provided for in this contract. The Purchaser acknowledges that they have relied entirely upon their own enquiries and inspections conducted before entering into this contract.

47. Tenancy

47.1 The Purchaser acknowledges and warrants that it has made own enquires in relation to the tenancy in relation to the Property (if any). The Vendor does not guarantee that property will be vacant at the time of completion or if a tenant is currently occupying the Property that the tenant will occupy or continue to occupy the Property at the time of completion. The Purchaser cannot make any claim, objection or requisition or delay settlement in relation to anything disclosed in this clause.

48. Strata Records

48.1 The Vendor discloses and the Purchaser acknowledges that the books and records ("**Records**") required to be kept pursuant to the *Strata Schemes Management Act 2015 (NSW)* or the *Community Land Management Act 1989 (NSW)* and the regulations therein in respect of the Property might not be complete or up to date at the completion date. The Purchaser agrees that notwithstanding anything herein contained or implied completion hereof is not conditional upon the Records being in existence and up to date as the completion date and that the Purchaser shall not be entitled to make any objection, requisitions or claim in that regard thereto or in relation to any irregularity or non-compliance with the provisions of the *Strata Schemes Management Act 2015 (NSW)* or any of the regulations thereunder.

49. Service of Documents

49.1 Notwithstanding anything contained in standard clause 20.6 of the Printed Contract the service of any notice or document on any party in connection with this Contract shall be deemed to have been effected on that party or that party's solicitor where it is sent by electronic transmission such as email or facsimile transmission, on the date it is actually transmitted to that party or that party's solicitor, except where:

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

- (b) the recipient immediately notifies the sender of an incomplete transmission, in which case service is taken not to have taken place; or
- (c) the time of dispatch is later than 5.00pm on a business day in the place to which the document is sent, in which case it is taken to have been received at 9.00am on the next business day that place.

50. Drainage Diagram

- 50.1 The Purchaser shall not make any claims, objections, requisitions, rescind or delay completion in respect of the drainage diagram as annexed herein.

51. Foreign Persons

- 51.1 If the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisitions and Takeovers Act* 1975 or any real estate policy guidelines of the Commonwealth Government and/or approval or certification of the Treasurer under the *Foreign Acquisitions and Takeovers Regulations* 1989 to enter into this Contract, the Purchaser hereby warrants that it has obtained the approval or certification of the Treasurer or has received a statement of non-objection.
- 51.2 The Purchaser further acknowledges that if this warranty is untrue in any respect, the Purchaser hereby indemnifies and will keep indemnified the Vendor against any loss and/or damage which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Contract including any consequential loss and the warranty and indemnity will not merge on completion.

52. Survey Report

- 52.1 The Vendor does not have a survey report in relation to the property and need not do anything to obtain or assist the Purchaser to obtain a survey report.
- 52.2 The Purchaser hereby acknowledges that it satisfies itself on all matters in relation to any survey report and must not make a claim, objection or requisition with respect to any survey report which the Purchaser obtains.

53. Building Certificate

- 53.1 The Vendor does not have a building certificate under the *Local Government Act* for the improvements on the property.
- 53.2 The Vendor need not do anything to obtain or assist the Purchaser to obtain a building certificate but the Purchaser is authorised to have the property inspected.
- 53.3 The Purchaser must not make a claim, objection or requisition, delay completion of or rescind or terminate this Contract because the Purchaser does not obtain a building certificate before completion or obtains a building certificate requiring work to be carried out in relation to the property or the improvements erected thereon.
- 53.4 The Vendor does not warrant that the Property or the improvements erected thereon comply with the *Local Government Act* 1993 or the *Local Government Act* 1919 or any Ordinance,

Regulation or By-Law made under or pursuant to such Acts and the Purchaser must make its own enquiries in relation to the compliance of the property and improvements erected thereon with the said Acts, Ordinances, Regulations and By-Laws and the Purchaser will not make a claim, objection or requisition, delay completion of or rescind or terminate this Contract because the Property or improvements erected thereon do not comply with the said Acts, Ordinances, Regulations and By-Laws.

54. Section 10.7 Certificate

- 54.1 The Vendor discloses that the SEPP28 has been repealed and some provisions of SEPP55 and SREP12 that allow subdivision of dual occupancies have been repealed and the attached Section 10.7 Certificate may be inaccurate in relation to those matters.
- 54.2 The Purchaser cannot make any claim, objection or requisition or delay settlement in relation to the Section 10.7 Certificate attached hereto.

55. Mortgage Discharge Caveat and Dealings

- 55.1 If there is a mortgage, caveat or other dealing affecting the Property:
- (a) The Vendor is not obliged to register a discharge of the mortgage or a withdrawal of the caveat or dealing before completion; and
 - (b) The Purchaser will accept on completion:
 - (i) A properly executed discharge of mortgage or withdrawal of caveat or dealing (excluding tenant's caveats or Purchaser's caveats), as the case may require, in registrable form; or
 - (ii) In the case of a caveat, a consent to registration of the Purchaser's transfer and mortgage documents.

56. Electronic Transaction (PEXA Settlement)

- 56.1 Notwithstanding clause 30, if the Purchaser is unable or unwilling to conduct this Conveyancing Transaction as an electronic transaction, the Purchaser must on completion pay to the Vendor an amount of \$220.00 as a reimbursement of the Vendor's additional conveyancing expenses.

57. Land tax

- 57.1 Notwithstanding any other provision to the contrary, the Purchaser acknowledges that if separate assessment for the property for land tax has issued on or before completion and the Vendor is liable to pay the land tax and/or land tax surcharge then land tax and/or land tax surcharge must be adjusted based on the amount actually payable by the Vendor on the Property for the current assessment year.

58. Extension of Cooling off Period

- 58.1 In the event that the Purchaser seeks an extension of the cooling off period during the cooling off period under the Contract, then the Purchaser shall pay to the Vendor on completion the

sum of \$110.00 for each extension sought by the Purchaser to cover the Vendor's reasonable additional legal costs so incurred.

59. CoRD Holder Consent

- 59.1 Notwithstanding any other provision to the contrary, if the certificate of title is held in an electronic form, the Purchaser or the Purchaser's solicitor must provide the Vendor's solicitor with a Request for CoRD Consent Holder at least 15 business days before the completion date in order for the Vendor or the Vendor's discharging mortgagee to prepare for release of the electronic certificate of title.
- 59.2 The Vendor shall not be required to complete this Contract unless and until the Request for CoRD Consent Holder has been provided and the Vendor shall not be deemed or regarded as not ready, willing or able to complete the Contract in this regard.
- 59.3 The Vendor may at any time waive the benefit contained in this clause in its absolute sole discretion.

60. Stamp Duty

The Purchaser must pay all stamp duties (including penalties and fines) which are payable in connection with this Contract and indemnifies the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosures to the office of Revenue NSW in relation to those duties. This right continues after completion.

61. Alterations to Contract

Notwithstanding any rule of law or equity to the contrary each party hereby authorises their solicitor or licensed conveyancer or any employee thereof to make any alterations to this Contract after it is signed by such party, and any alterations shall be binding on that party so authorising as if such alteration had been made at the time this contract was signed by them.

62. Guarantee

- 62.1 This clause applies if the Purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.
- 62.2 If the Purchaser is a company, the officer(s) or person(s) who signs this Contract on behalf of the company or who attests the seal of the company on this Contract ("**Guarantors**"), in consideration of the Vendor entering in to this Contract, jointly and severally:
- (a) Guarantee all obligations of the Purchaser under this Contract including the payment of the purchase price and all monies payable under this Contract;
 - (b) Guarantee the performance of all of the Purchaser's other obligations under this Contract; and
 - (c) Indemnify the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract.

Executed as a Deed

Signed, Sealed and Delivered by the **Guarantor** in the presence of:

Signature of Witness

Signature of Guarantor

Name of Witness

Signature of Guarantor

Signed, Sealed and Delivered by the **Guarantor** in the presence of:

Signature of Witness

Signature of Guarantor

Name of Witness

Signature of Guarantor

63. Christmas Period

The parties agree that completion shall not be required to occur between the period from 23 December of any year to 17 January of the following year (inclusive of these two dates) ("**Christmas Period**"). Any documents or notices served or issued during the Christmas Period are deemed to be served on the next business day following the end of the Christmas Period. Time will not run during the Christmas Period for any documents or notices under or relating to this Contract.

801/10 French Avenue Bankstown NSW 2200

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: **Unit**
Dated:

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? 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 (NSW)*.
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. 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?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

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

- (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

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

Owners Corporation management

28. Has the initial period expired?
29. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
30. If the Property includes a utility lot, please specify the restrictions.
31. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
32. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
33. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
34. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
35. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
36. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?
37. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date? If so, please provide particulars.
38. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
39. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
40. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
41. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
42. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
43. Has an internal dispute resolution process been established? If so, what are its terms?
44. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

45. 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

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. 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.
48. 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.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 53/SP95339

SEARCH DATE	TIME	EDITION NO	DATE
28/10/2019	8:26 PM	3	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 53 IN STRATA PLAN 95339
AT BANKSTOWN
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

XIAO LIU

(T AM411334)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP95339
- 2 AM411335 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glsausd

PRINTED ON 28/10/2019



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP95339

SEARCH DATE 28/10/2019 TIME 8:26 PM EDITION NO 3 DATE 5/8/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 95339 WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT BANKSTOWN LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN PARISH OF BANKSTOWN COUNTY OF CUMBERLAND TITLE DIAGRAM SP95339

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 95339 ADDRESS FOR SERVICE OF DOCUMENTS: C/- SARRAF STRATA PO BOX 520 HURSTVILLE NSW 1481

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A288972 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
3 A482376 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
4 AM40957 POSITIVE COVENANT
5 AM40958 RESTRICTION(S) ON THE USE OF LAND
6 DP1230267 EASEMENT TO PERMIT OVERHANGING ENCROACHING STRUCTURE TO REMAIN 0.04 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
7 AN199444 CONSOLIDATION OF REGISTERED BY-LAWS
8 AN199444 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 95339

Table with 8 columns: LOT, ENT, LOT, ENT, LOT, ENT, LOT, ENT. Rows 1-24 showing lot numbers and entitlements.

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP95339

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000) (CONTINUED)

STRATA PLAN 95339

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
25	- 14	26	- 14	27	- 14	28	- 11
29	- 14	30	- 15	31	- 11	32	- 15
33	- 15	34	- 15	35	- 12	36	- 15
37	- 15	38	- 12	39	- 15	40	- 15
41	- 15	42	- 12	43	- 15	44	- 15
45	- 12	46	- 15	47	- 15	48	- 15
49	- 12	50	- 15	51	- 15	52	- 12
53	- 15	54	- 15	55	- 15	56	- 13
57	- 15	58	- 16	59	- 16	60	- 16
61	- 16	62	- 13	63	- 16	64	- 16
65	- 16	66	- 16	67	- 16	68	- 13
69	- 16	70	- 16				

NOTATIONS

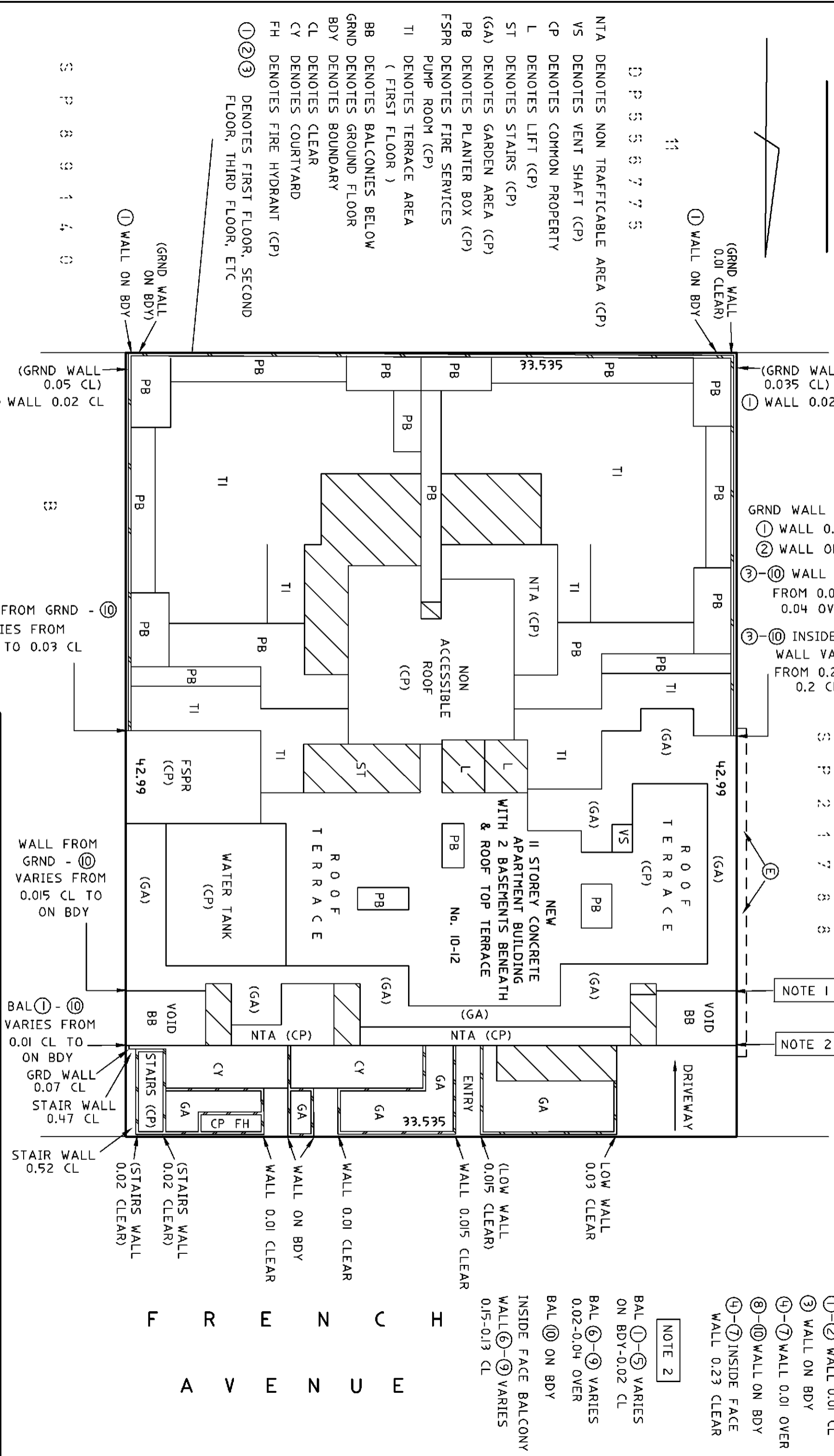
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

glsausd

PRINTED ON 28/10/2019

LOCATION PLAN



- NTA DENOTES NON TRAFFICABLE AREA (CP)
- VS DENOTES VENT SHAFT (CP)
- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- (GA) DENOTES GARDEN AREA (CP)
- PB DENOTES PLANTER BOX (CP)
- FSPR DENOTES FIRE SERVICES PUMP ROOM (CP)
- TI DENOTES TERRACE AREA (FIRST FLOOR)
- BB DENOTES BALCONIES BELOW GRND DENOTES GROUND FLOOR BDY DENOTES BOUNDARY
- CL DENOTES CLEAR
- CY DENOTES COURTYARD
- FH DENOTES FIRE HYDRANT (CP)
- ①②③ DENOTES FIRST FLOOR, SECOND FLOOR, THIRD FLOOR, ETC

GRND WALL 0.015 CL
 ① WALL 0.015 CL
 ② WALL ON BDY
 ③-⑩ WALL VARIES FROM 0.01 TO 0.04 OVER
 ③-⑩ INSIDE FACE WALL VARIES FROM 0.23 TO 0.2 CL

NOTE 1
 NOTE 2

NOTE 1
 GRND WALL ON BDY
 ①-② WALL 0.01 CL
 ③ WALL ON BDY
 ④-⑦ WALL 0.01 OVER
 ⑧-⑩ WALL ON BDY
 ④-⑦ INSIDE FACE WALL 0.23 CLEAR

NOTE 2
 BAL ①-⑤ VARIES ON BDY-0.02 CL
 BAL ⑥-⑨ VARIES 0.02-0.04 OVER
 BAL ⑩ ON BDY
 INSIDE FACE BALCONY WALL ⑥-⑨ VARIES 0.15-0.13 CL

Table of mm: 00 10 20 30 40 50 90 100 110 120 130 140

⑤ EASEMENT TO PERMIT OVERHANGING ENCRDACHING STRUCTURE TO REMAIN 0.04 WIDE (VIDE DP 1230267)

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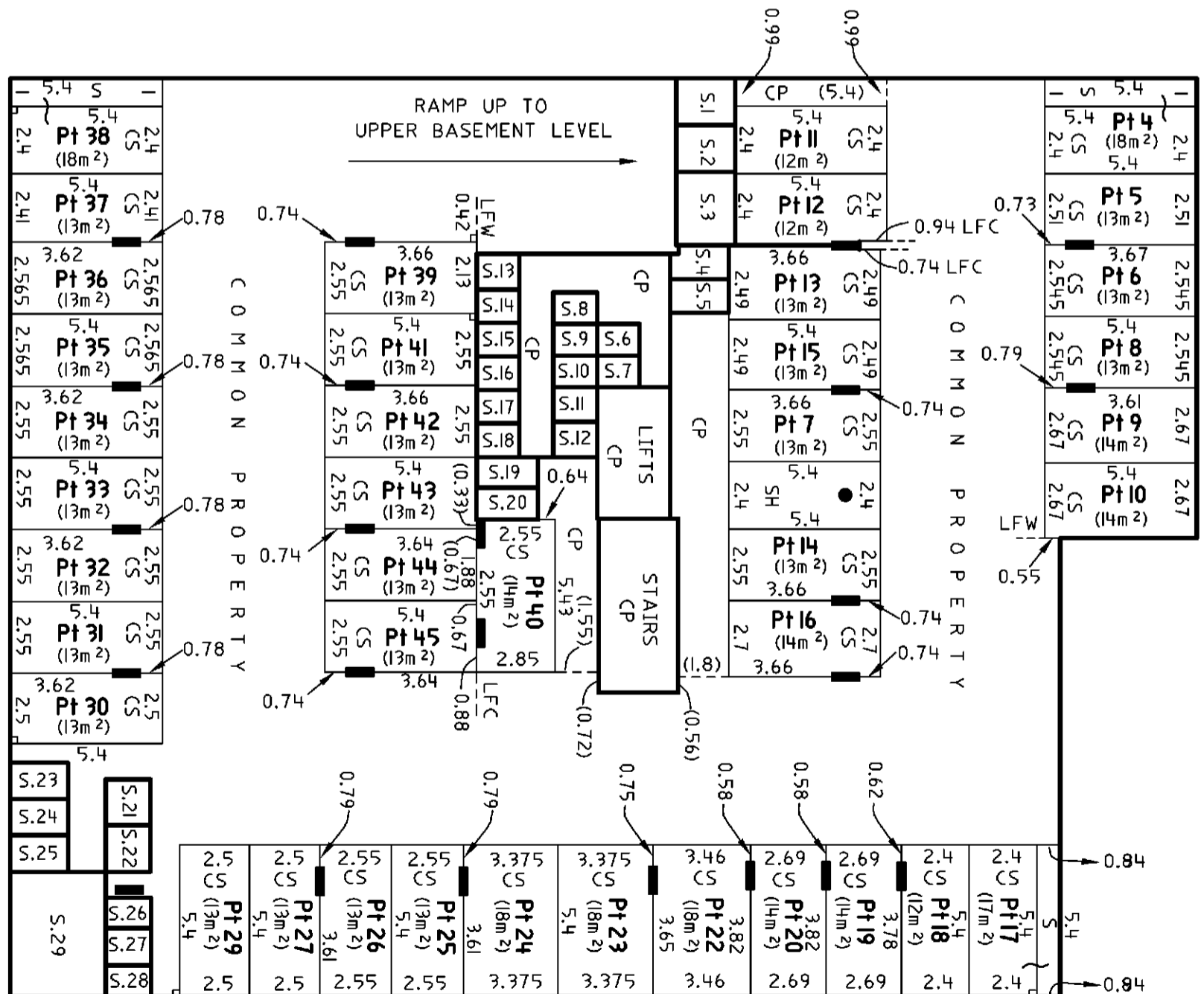
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SP95339

FLOOR PLAN LEVEL ONE (LOWER BASEMENT)

STORAGE AREAS

No.	Pt	AREA (m ²)	No.	Pt	AREA (m ²)
S.1	15	3	S.16	6	1
S.2	11	3	S.17	5	1
S.3	12	5	S.18	4	1
S.4	13	2	S.19	24	2
S.5	45	2	S.20	40	2
S.6	22	1	S.21	7	2
S.7	23	1	S.22	14	2
S.8	20	1	S.23	31	2
S.9	19	1	S.24	30	2
S.10	18	1	S.25	29	2
S.11	17	1	S.26	27	1
S.12	16	1	S.27	26	2
S.13	10	1	S.28	25	1
S.14	9	1	S.29	40	13
S.15	8	1			



- DENOTES 90°
- DENOTES CENTRE OF COLUMN
- DENOTES LINE OF FACE OF WALL
- DENOTES LINE OF FACE OF COLUMN
- DENOTES STORAGE AREA
- DENOTES CARSPACE (CONCRETE FLOOR/ ROOFED OVER)
- DENOTES COMMON PROPERTY
- DENOTES SHARED ZONE (CP)

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

00	10	20	30	40	50	Table of mm	90	100	110	120	130	140
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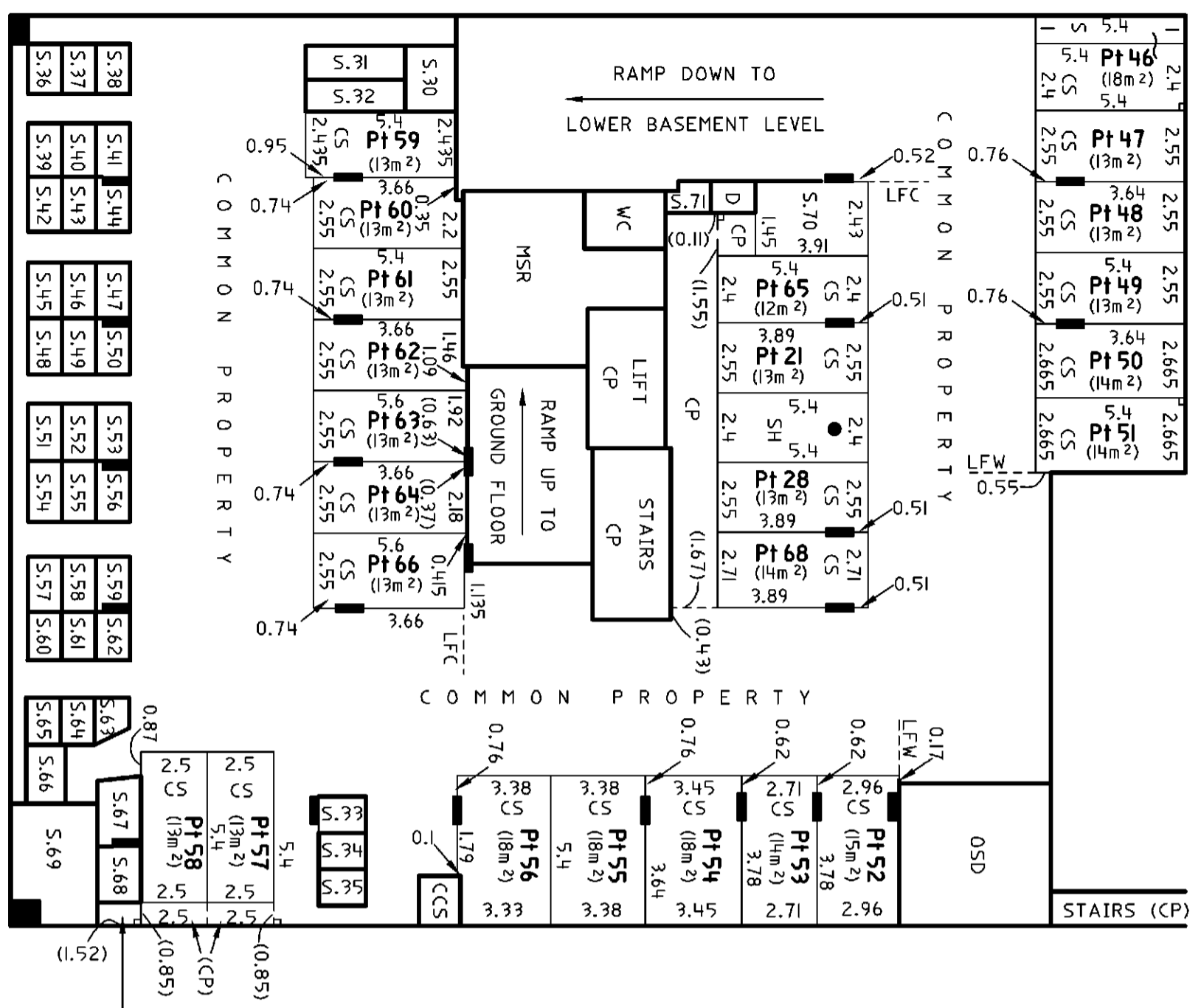
Surveyor: GIUSEPPE JOHN BOTTARO
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Registered:

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SP953339

FLOOR PLAN LEVEL TWO (UPPER BASEMENT)



STORAGE AREAS

No.	Pt	AREA (m ²)	No.	Pt	AREA (m ²)
S.30	59	3	S.51	49	2
S.31	60	3	S.52	50	2
S.32	61	3	S.53	51	2
S.33	21	2	S.54	52	2
S.34	28	2	S.55	53	2
S.35	3	2	S.56	54	2
S.36	32	2	S.57	55	2
S.37	33	2	S.58	56	2
S.38	34	2	S.59	57	2
S.39	35	2	S.60	62	2
S.40	36	2	S.61	63	2
S.41	37	2	S.62	64	2
S.42	38	2	S.63	44	1
S.43	39	2	S.64	37	1
S.44	41	2	S.65	66	2
S.45	42	2	S.66	68	2
S.46	43	2	S.67	68	2
S.47	44	2	S.68	58	2
S.48	46	2	S.69	1	13
S.49	47	2	S.70	65	9
S.50	48	2	S.71	65	1

SH DENOTES SHARED ZONE (CP)
 WC DENOTES ACCESSIBLE TOILET (CP)
 MSR DENOTES MAIN SWITCH ROOM (CP)

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES
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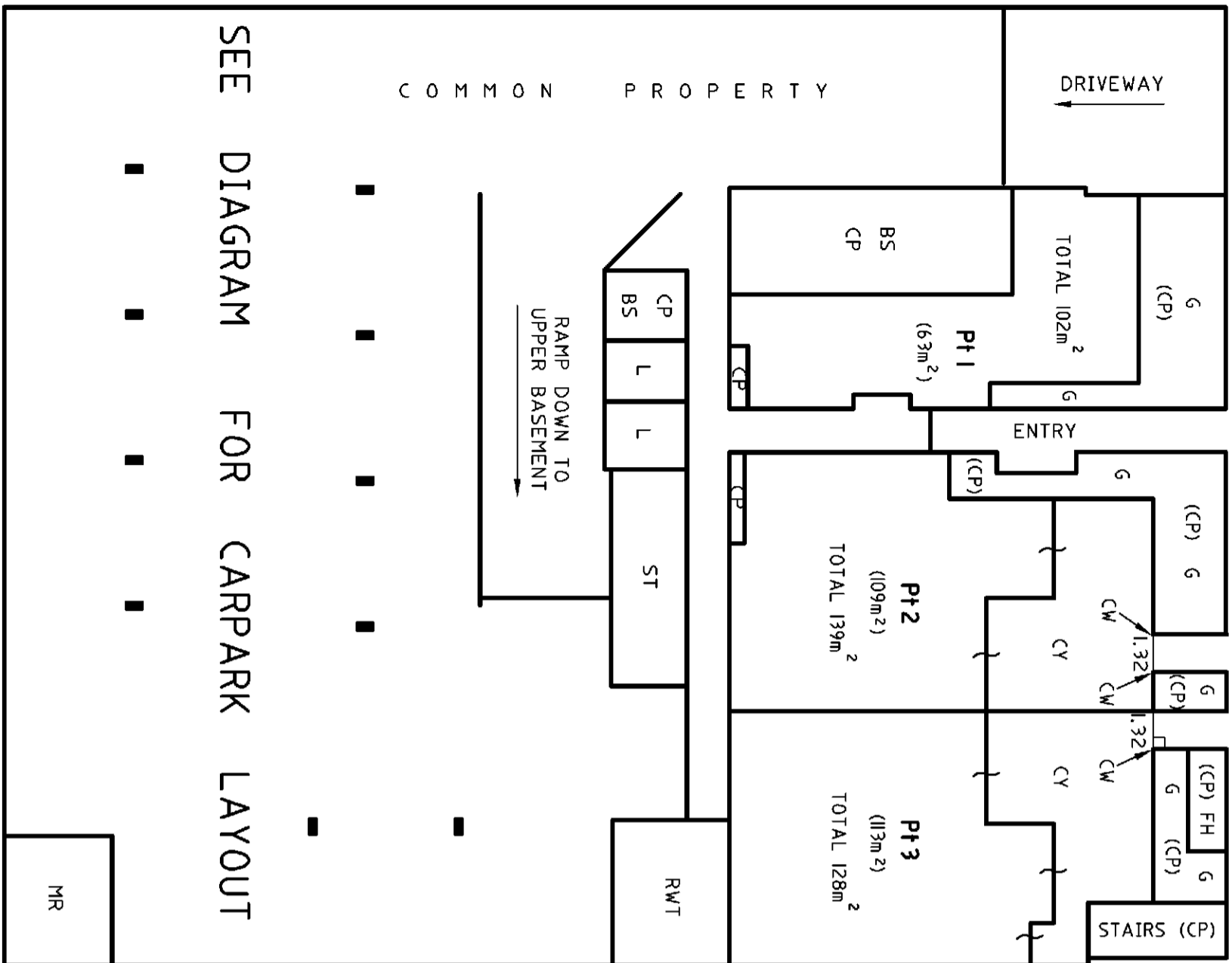
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00	10	20	30	40	50	Table of mm	90	100	110	120	130	140
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- CS DENOTES 90°
- CS DENOTES CARSPACE (CONCRETE FLOOR/ ROOFED OVER)
- CCS DENOTES CENTRE OF COLUMN
- CCS DENOTES ELEVATED CONCRETE SEWER MANHOLE COLLAR (CP)
- LFC DENOTES LINE OF FACE OF WALL
- LFC DENOTES LINE OF FACE OF COLUMN
- OSD DENOTES ON SITE DETENTION STORMWATER TANK (CP)
- S DENOTES STORAGE AREA
- D DENOTES COMMON PROPERTY
- D DENOTES DUCT (CP)

FLOOR PLAN
LEVEL THREE (GROUND FLOOR)

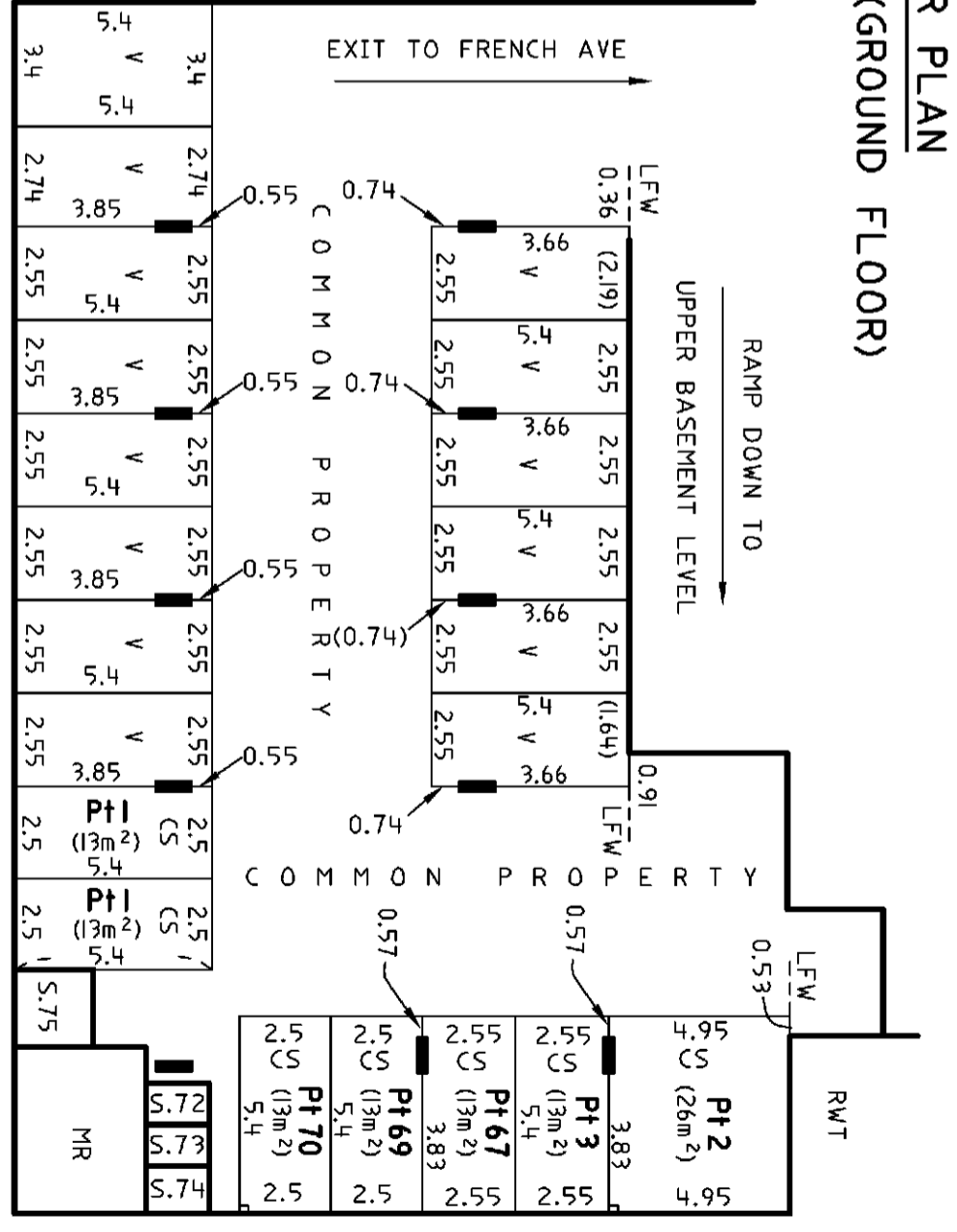


SEE DIAGRAM FOR CARPARK LAYOUT

COURTYARDS (CY), INCLUDING ANY FUTURE PLANTER BOXES WITHIN THEM, ARE LIMITED IN STRATUM TO 0.8 BELOW AND 2.8 ABOVE THE UPPER SURFACE OF THE MAIN FLOOR OF THE RESPECTIVE GROUND FLOOR UNIT, EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT AND IN DEPTH TO THE UPPER SURFACE OF ANY HARDSTAND SURFACE WITHIN THIS DEPTH LIMIT.

00	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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Table of mm



DIAGRAM

1 : 200

STORAGE AREAS

No.	Pt	AREA (m ²)
S.72	67	1
S.73	69	1
S.74	70	2
S.75	2	4

- CP DENOTES COMMON PROPERTY
- FH DENOTES FIRE HYDRANT (CP)
- BS DENOTES BIN STORAGE (CP)
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- G DENOTES GARDEN AREA (CP)
- MR DENOTES MECHANICAL ROOM (CP)
- RWT DENOTES RAIN WATER TANK (CP)
- V DENOTES VISITOR CARSPACE (CP)
- CW DENOTES CENTRE OF WALL
- CY DENOTES COURTYARD
- CS DENOTES CARSPACE (CONCRETE FLOOR/ ROOFED OVER)

- ⊥ DENOTES 90°
- DENOTES CENTRE OF COLUMN
- |— DENOTES LINE OF FACE OF WALL
- ⊥ DENOTES RIGHT ANGLE

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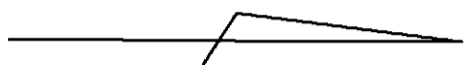
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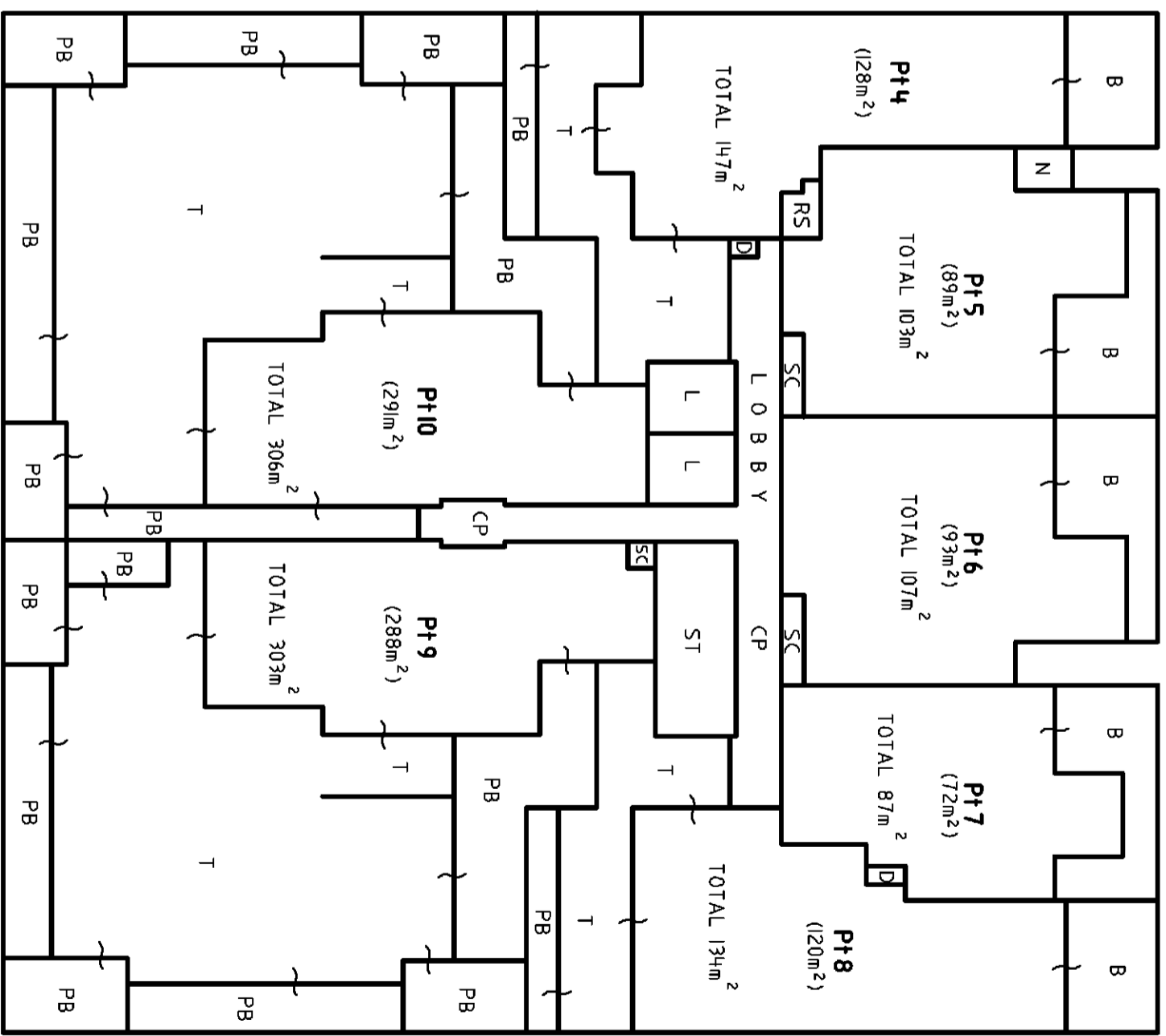
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FLOOR PLAN LEVEL FOUR (FIRST FLOOR)



- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- B DENOTES BALCONY
- T DENOTES TERRACE
- PB DENOTES PLANTER BOX
- RS DENOTES RISER (CP)
- D DENOTES DUCT (CP)
- N DENOTES NON TRAFFICABLE AREA (CP)
- SC DENOTES SERVICES CUPBOARD (CP)




BALCONIES AND TERRACES ARE LIMITED IN HEIGHT TO 2.75 ABOVE THE UPPER SURFACE OF THEIR FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

PLANTERBOXES ARE LIMITED IN HEIGHT TO 2.85 ABOVE THE UPPER SURFACE OF THEIR FLOOR SLAB EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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

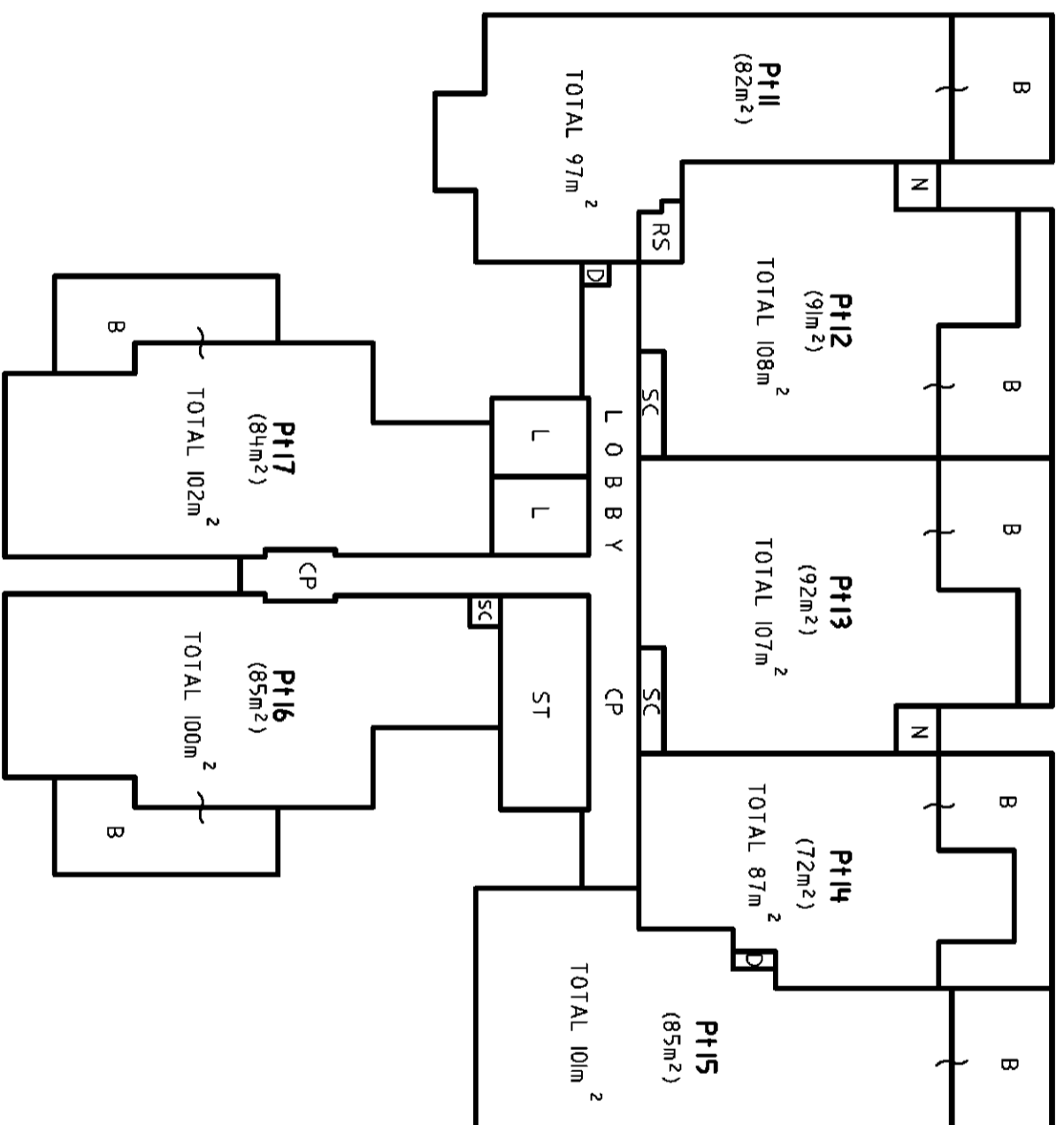
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FLOOR PLAN
LEVEL FIVE (SECOND FLOOR)



- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- B DENOTES BALCONY
- RS DENOTES RISER (CP)
- D DENOTES DUCT (CP)
- N DENOTES NON TRAFFICABLE AREA (CP)
- SC DENOTES SERVICES CUPBOARD (CP)

BALCONIES ARE LIMITED IN HEIGHT TO 2.75 ABOVE THE UPPER SURFACE OF THEIR FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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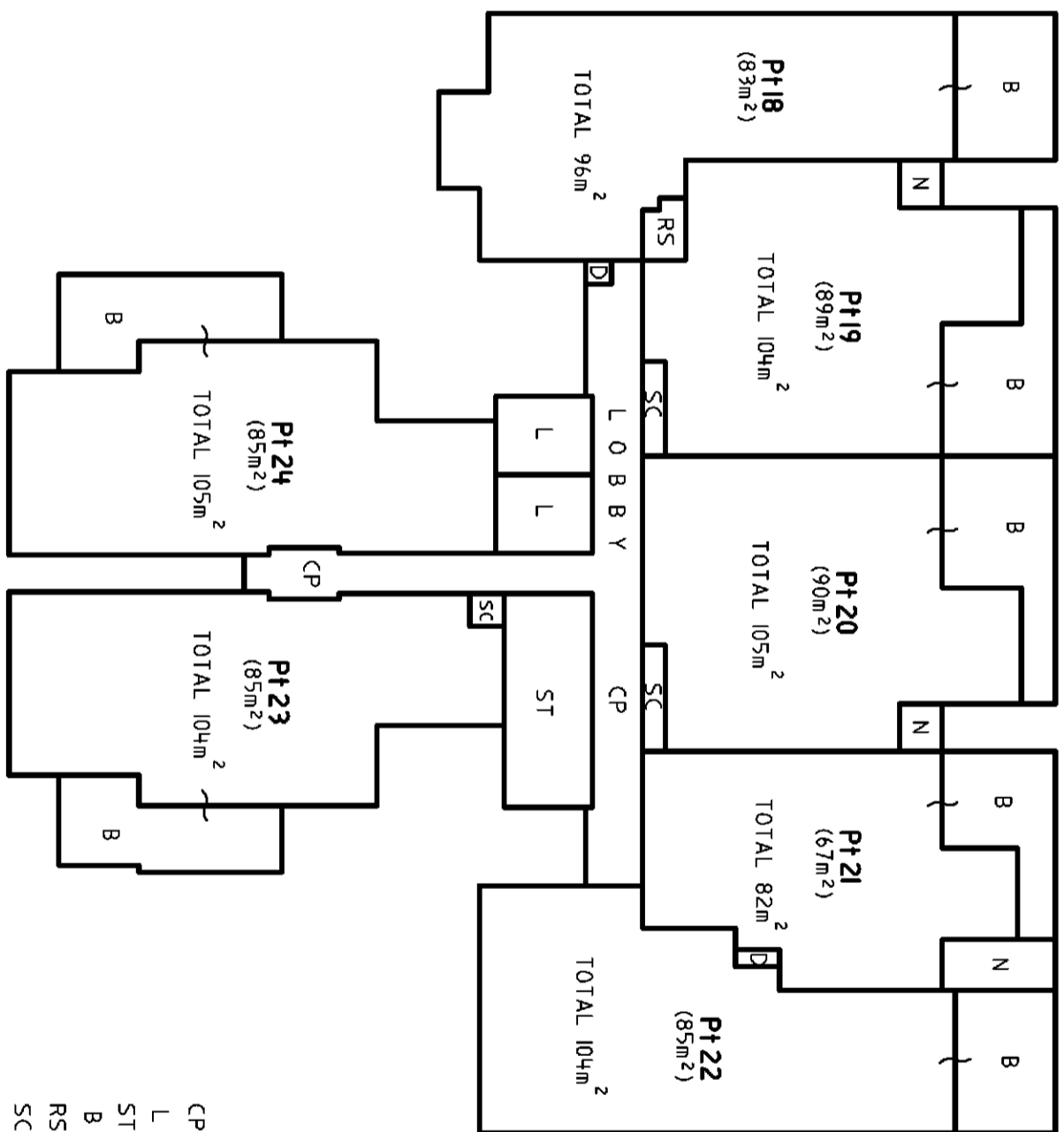
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FLOOR PLAN
LEVEL SIX (THIRD FLOOR)



- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- B DENOTES BALCONY
- RS DENOTES RISER (CP)
- SC DENOTES SERVICES CUPBOARD (CP)
- D DENOTES DUCT (CP)
- N DENOTES NON TRAFFICABLE AREA (CP)

BALCONIES ARE LIMITED IN HEIGHT TO 2.75 ABOVE THE UPPER SURFACE OF THEIR FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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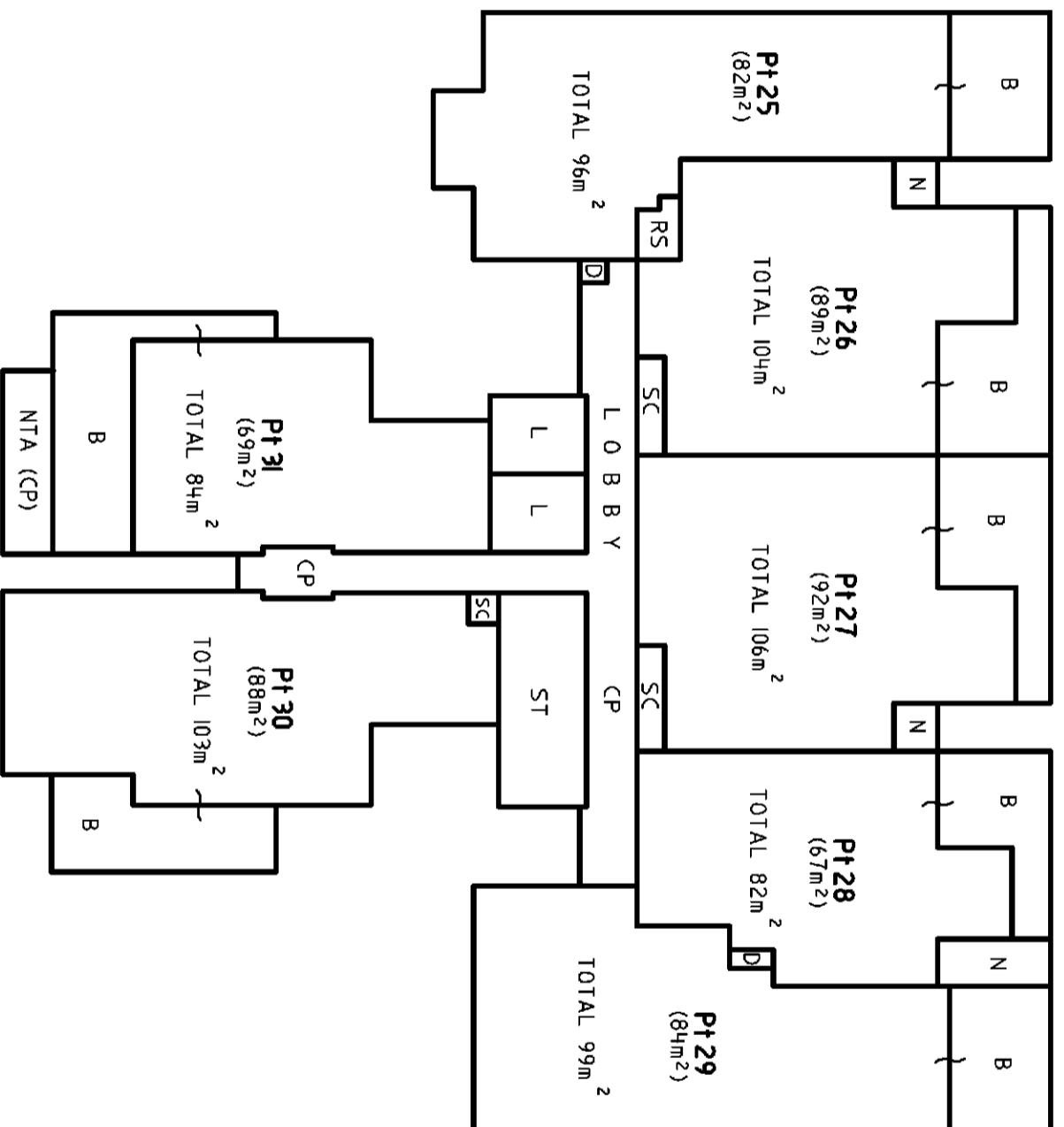
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FLOOR PLAN
LEVEL SEVEN (FOURTH FLOOR)



- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- B DENOTES BALCONY
- RS DENOTES RISER (CP)
- D DENOTES DUCT (CP)
- N DENOTES NON TRAFFICABLE AREA (CP)
- SC DENOTES SERVICES CUPBOARD (CP)
- NTA DENOTES NON TRAFFICABLE AREA (CP)

BALCONIES ARE LIMITED IN HEIGHT TO 2.75 ABOVE THE UPPER SURFACE OF THEIR FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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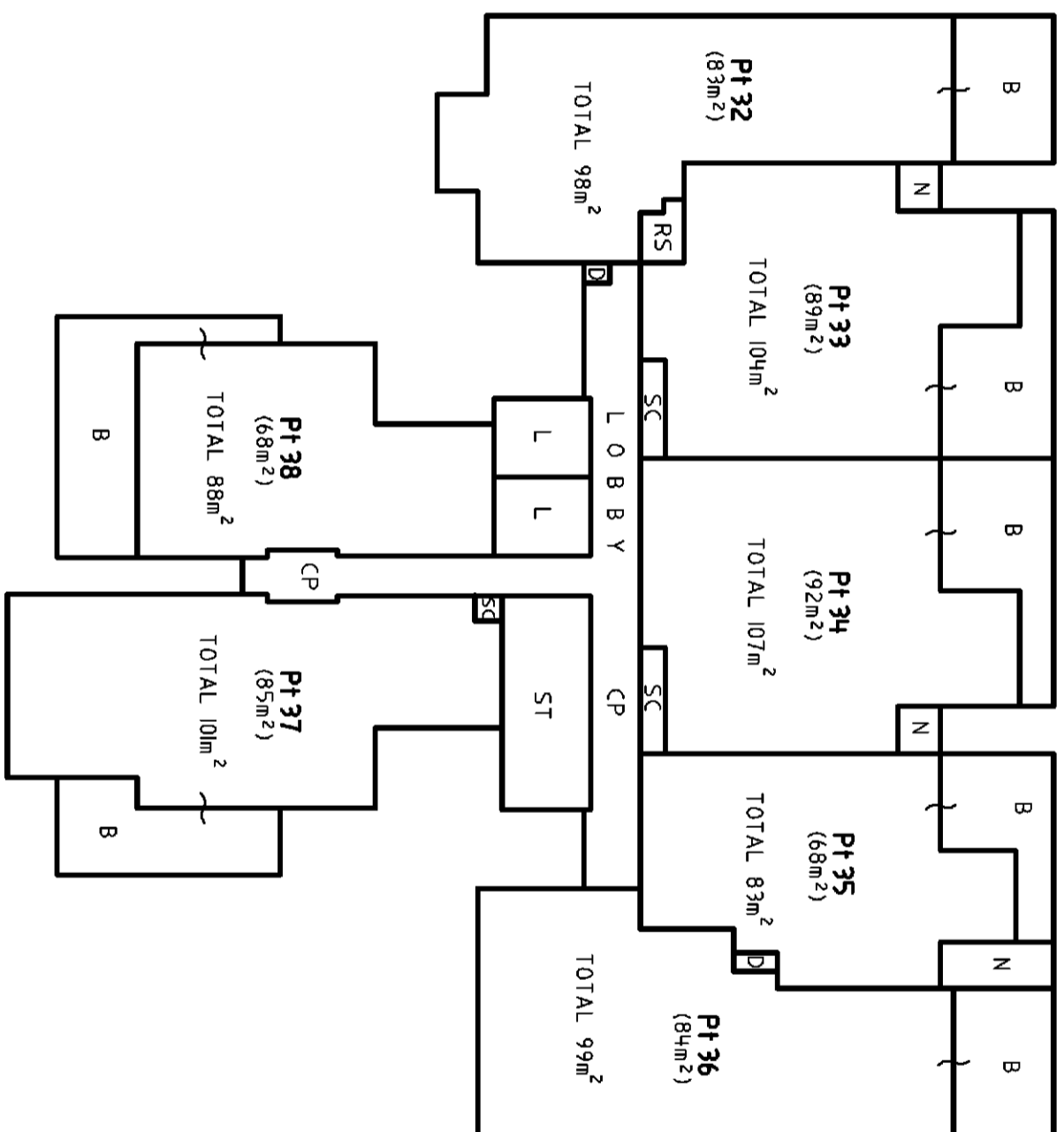
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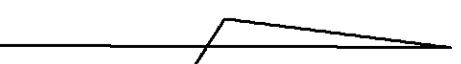
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FLOOR PLAN
LEVEL EIGHT (FIFTH FLOOR)



- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- B DENOTES BALCONY
- RS DENOTES RISER (CP)
- D DENOTES DUCT (CP)
- N DENOTES NON TRAFFICABLE AREA (CP)
- SC DENOTES SERVICES CUPBOARD (CP)



BALCONIES ARE LIMITED IN HEIGHT TO 2.75 ABOVE THE UPPER SURFACE OF THEIR FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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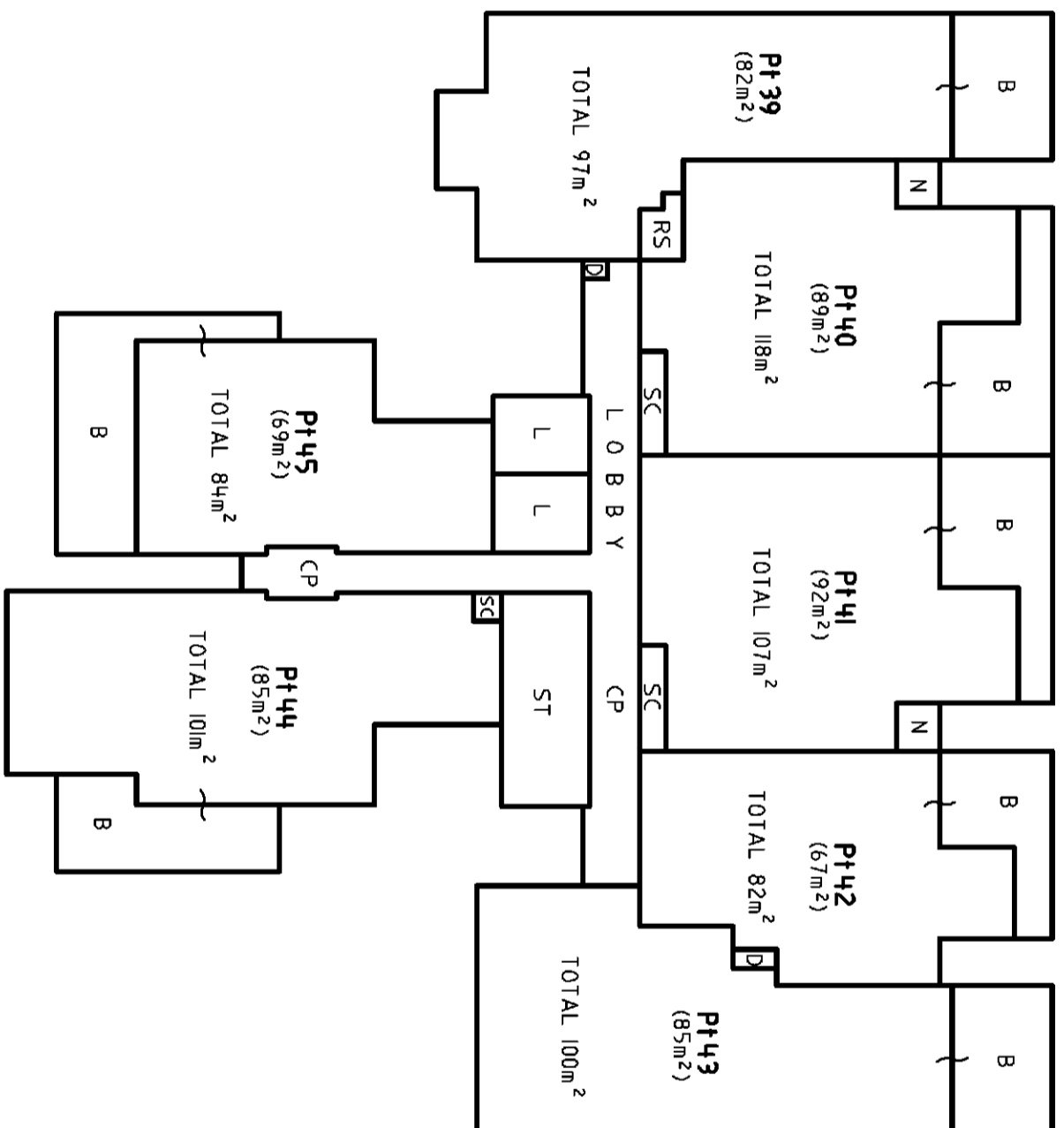
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FLOOR PLAN
LEVEL NINE (SIXTH FLOOR)



- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- B DENOTES BALCONY
- RS DENOTES RISER (CP)
- SC DENOTES SERVICES CUPBOARD (CP)
- D DENOTES DUCT (CP)
- N DENOTES NON TRAFFICABLE AREA (CP)



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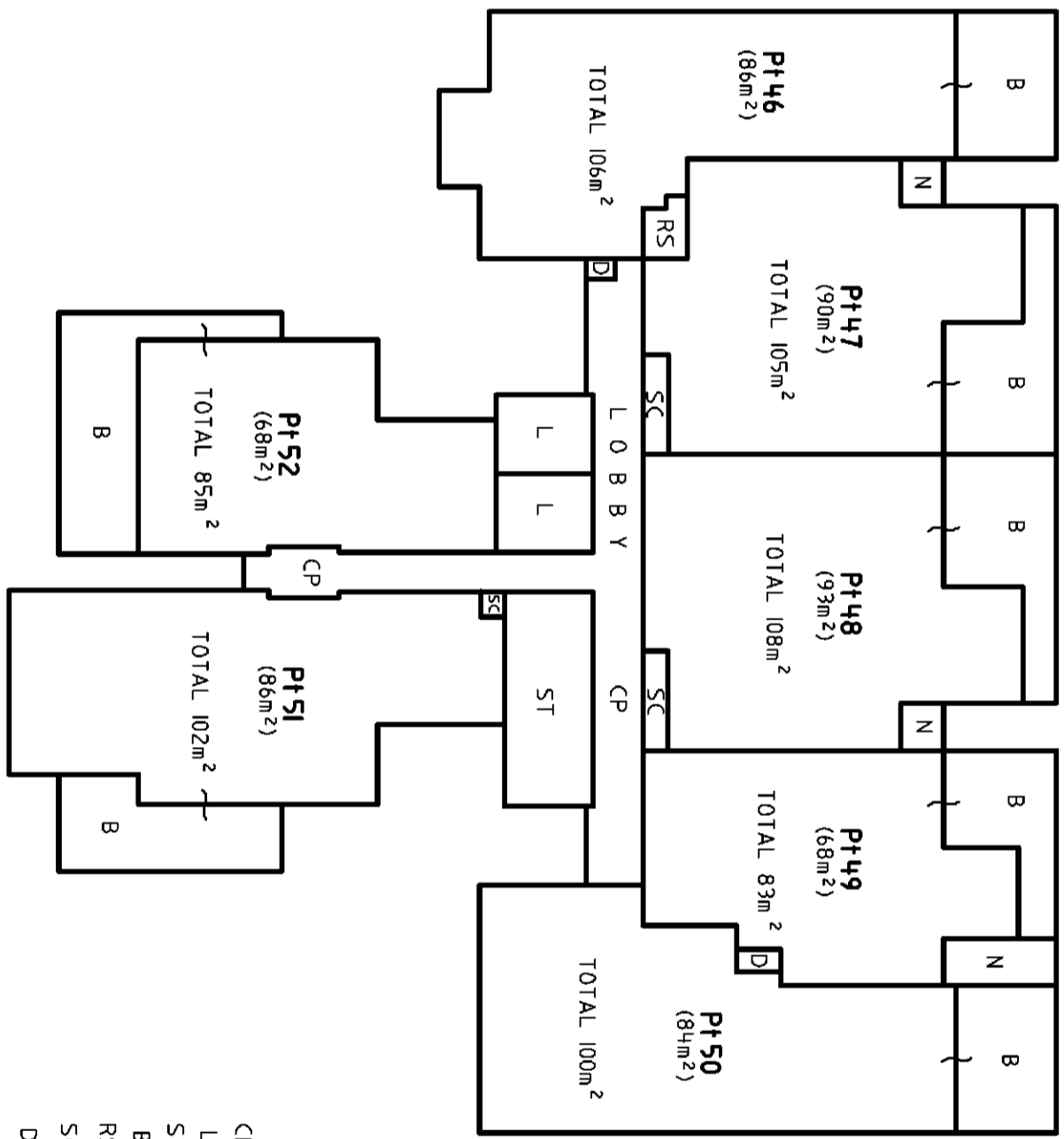
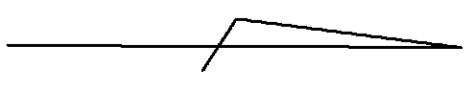
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Table of mm

FLOOR PLAN
LEVEL TEN (SEVENTH FLOOR)



- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- B DENOTES BALCONY
- RS DENOTES RISER (CP)
- SC DENOTES SERVICES CUPBOARD (CP)
- D DENOTES DUCT (CP)
- N DENOTES NON TRAFFICABLE AREA (CP)

BALCONIES ARE LIMITED IN HEIGHT TO 2.75 ABOVE THE UPPER SURFACE OF THEIR FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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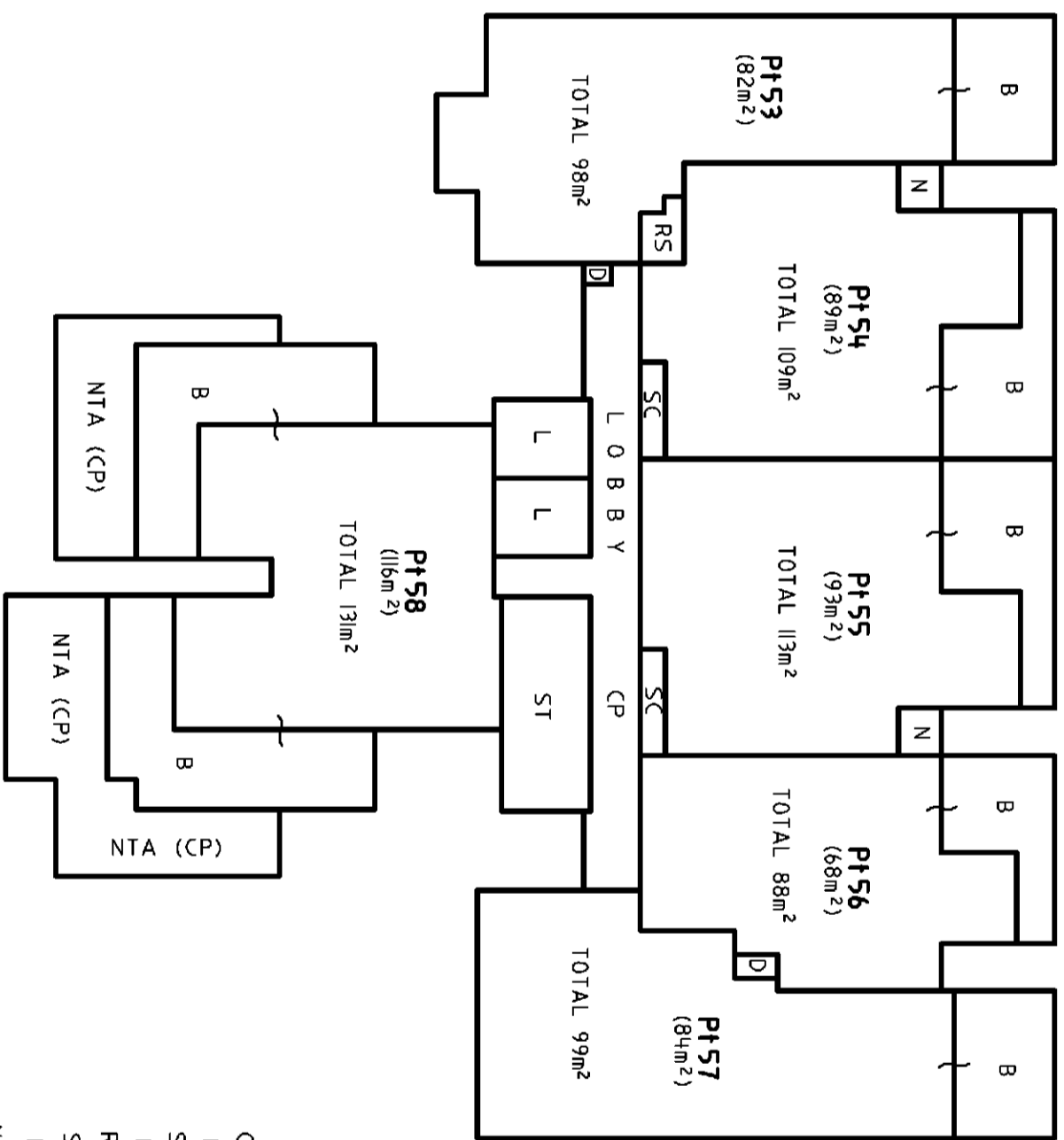
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FLOOR PLAN LEVEL ELEVEN (EIGHTH FLOOR)



- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- B DENOTES BALCONY
- RS DENOTES RISER (CP)
- SC DENOTES SERVICES CUPBOARD (CP)
- D DENOTES DUCT (CP)
- NTA DENOTES NON TRAFFICABLE AREA (CP)
- N DENOTES NON TRAFFICABLE AREA (CP)

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

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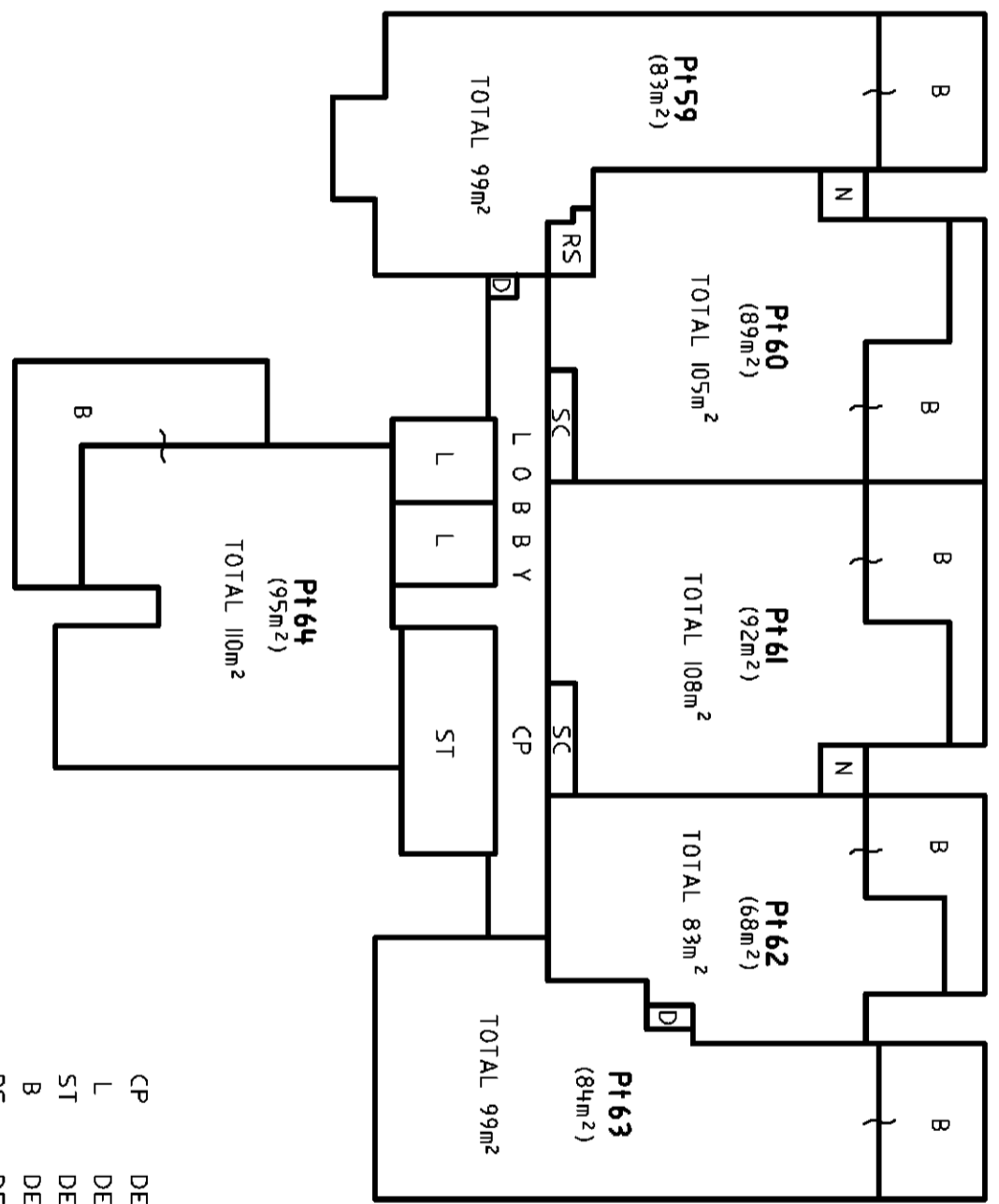
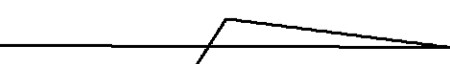
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FLOOR PLAN
LEVEL TWELVE (NINTH FLOOR)




- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- B DENOTES BALCONY
- RS DENOTES RISER (CP)
- SC DENOTES SERVICES CUPBOARD (CP)
- D DENOTES DUCT (CP)
- N DENOTES NON TRAFFICABLE AREA (CP)

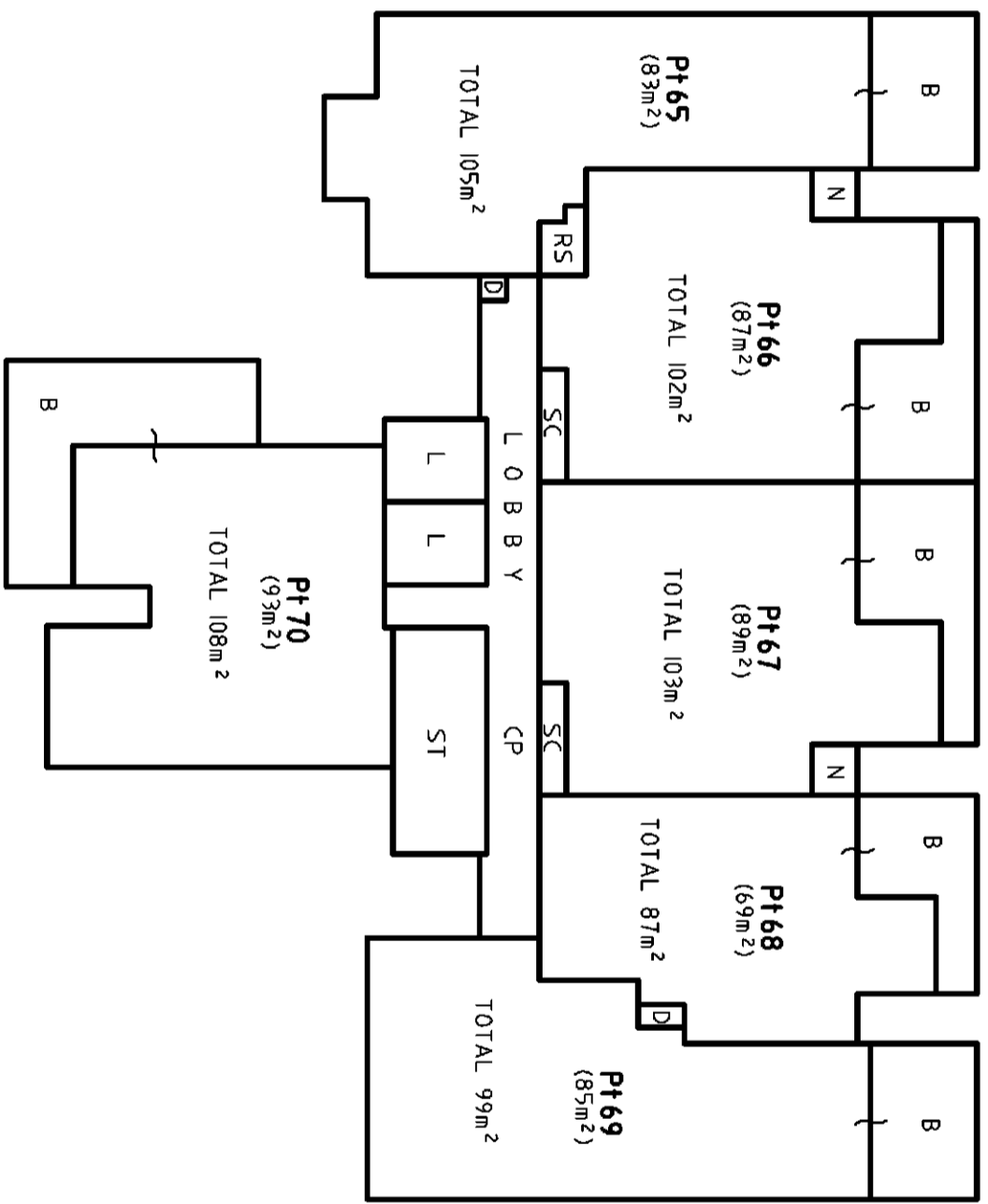
BALCONIES ARE LIMITED IN HEIGHT TO 2.75 ABOVE THE UPPER SURFACE OF THEIR FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT.

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00	10	20	30	40	50	Table of mm	90	100	110	120	130	140
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Surveyor: GIUSEPPE JOHN BOTTARO GEOMETRA CONSULTING PTY LTD PO BOX 3530, CENTRO BANKSTOWN NSW 2200 Surveyor's Ref: 11848-34 (12.01.2017) Subdivision No: 102/2017 Lengths are in metres. Reduction Ratio 1:200	Registered:  11.04.2017	SP953339
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FLOOR PLAN
LEVEL THIRTEEN (TENTH FLOOR)




- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- B DENOTES BALCONY
- RS DENOTES RISER (CP)
- SC DENOTES SERVICES CUPBOARD (CP)
- D DENOTES DUCT (CP)
- N DENOTES NON TRAFFICABLE AREA (CP)

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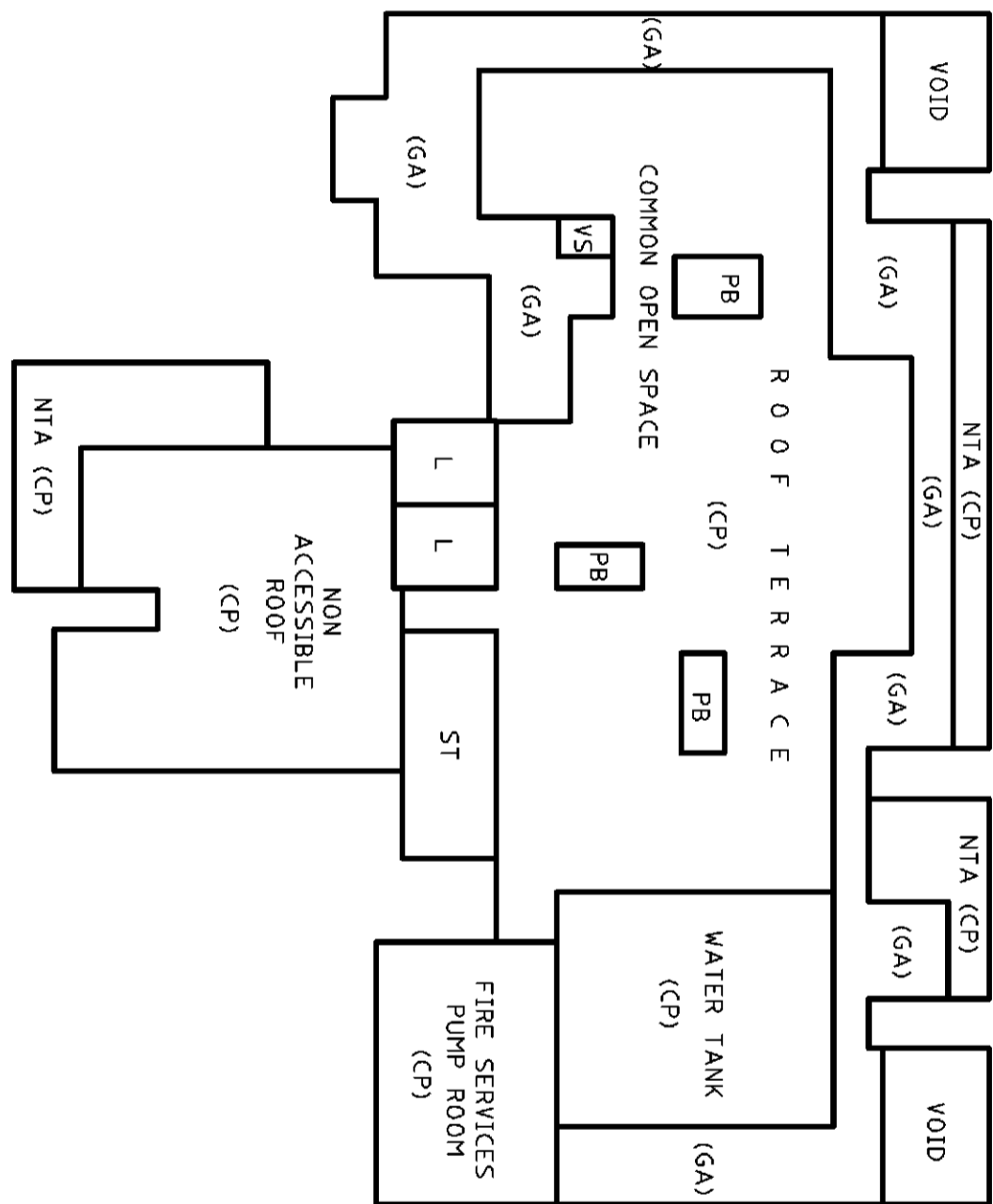
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FLOOR PLAN
LEVEL FOURTEEN (ROOF TERRACE)



- NTA DENOTES NON TRAFFICABLE AREA (CP)
- VS DENOTES VENT SHAFT (CP)
- CP DENOTES COMMON PROPERTY
- L DENOTES LIFT (CP)
- ST DENOTES STAIRS (CP)
- (GA) DENOTES GARDEN AREA (CP)
- PB DENOTES PLANTER BOX (CP)

AREAS SHOWN ARE FOR THE PURPOSES OF THE STRATA SCHEMES
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00	10	20	30	40	50	60	70	80	90	100	110	120	130	140


Table of mm

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SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
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Office Use Only Registered:  11.04.2017	Office Use Only SP95339
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PLAN OF SUBDIVISION OF: LOT 100 IN DP 1212420	LGA: CANTERBURY- BANKSTOWN Locality: BANKSTOWN Parish: BANKSTOWN County: CUMBERLAND
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This is a ***FREEHOLD/*LEASEHOLD** Strata Scheme

Address for Service of Documents 10-12 FRENCH AVENUE BANKSTOWN NSW 2200 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 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.
--	--

<p style="text-align: center;">Surveyor's Certificate</p> I, GIUSEPPE JOHN BOTTARO of GEOMETRA CONSULTING PTY LTD PO BOX 3530 CENTRO BANKSTOWN NSW 2200, 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 ^ <u>DP 1230267</u> Signature:  Date: <u>18/1/2017</u> Surveyor ID: <u>564</u> Surveyor's Reference: 11848-34 ^ Insert the deposited plan number or dealing number of the instrument that created the easement	<p style="text-align: center;">Strata Certificate (Accredited Certifier)</p> I, <u>ANTHONY ALLEN</u> being an Accredited Certifier, accreditation number <u>BPB0004</u>, certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>102/2017</u> Relevant Planning Approval No.: <u>CDC 2017/01</u> issued by: <u>ANTHONY ALLEN (BPB0004)</u> Signature:  Date: <u>19/3/17</u> ^ Insert lot numbers of proposed utility lots.
--	---

* 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:  11.04.2017	SP95339	

VALUER'S CERTIFICATE


I, Paul Michael Woodbury 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: PM Woodbury Date 11th January 2017

SCHEDULE OF UNIT ENTITLEMENT

Lot	Unit Entitlement	Lot	Unit Entitlement	Lot	Unit Entitlement
1	7	25	14	49	12
2	14	26	14	50	15
3	14	27	14	51	15
4	14	28	11	52	12
5	14	29	14	53	15
6	14	30	15	54	15
7	12	31	11	55	15
8	14	32	15	56	13
9	20	33	15	57	15
10	20	34	15	58	16
11	14	35	12	59	16
12	14	36	15	60	16
13	14	37	15	61	16
14	12	38	12	62	13
15	14	39	15	63	16
16	14	40	15	64	16
17	14	41	15	65	16
18	14	42	12	66	16
19	14	43	15	67	16
20	14	44	15	68	13
21	12	45	12	69	16
22	14	46	15	70	16
23	14	47	15	Total	1000
24	14	48	15		

SP FORM 3.08 (Annexure) STRATA PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Office Use Only Office Use Only
Registered:  11.04.2017 SP95339

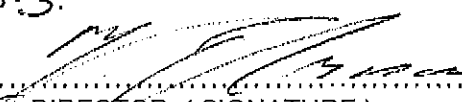
- This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
 - Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*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

SIGNATURES AND SEALS

SERENITY TOWER PTY LTD

A.C.N 169 061 033.

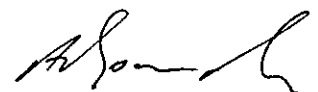
MAHMOUD MOHAMMA
SOLE DIRECTOR (PRINT FULL NAME)
& SECRETARY

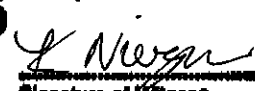

SOLE DIRECTOR (SIGNATURE)
& SECRETARY

~~SECRETARY (PRINT FULL NAME)~~

~~SECRETARY (SIGNATURE)~~

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)


Signature of Attorney

In the presence of

Signature of Witness

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

Katherine Nieczner
Print name of Witness
18/242 Pitt Street
SYDNEY NSW 2000
Address of Witness

MORTGAGEE
BY ITS EXECUTION CONSENTS TO THE REGISTRATION OF THIS DOCUMENT

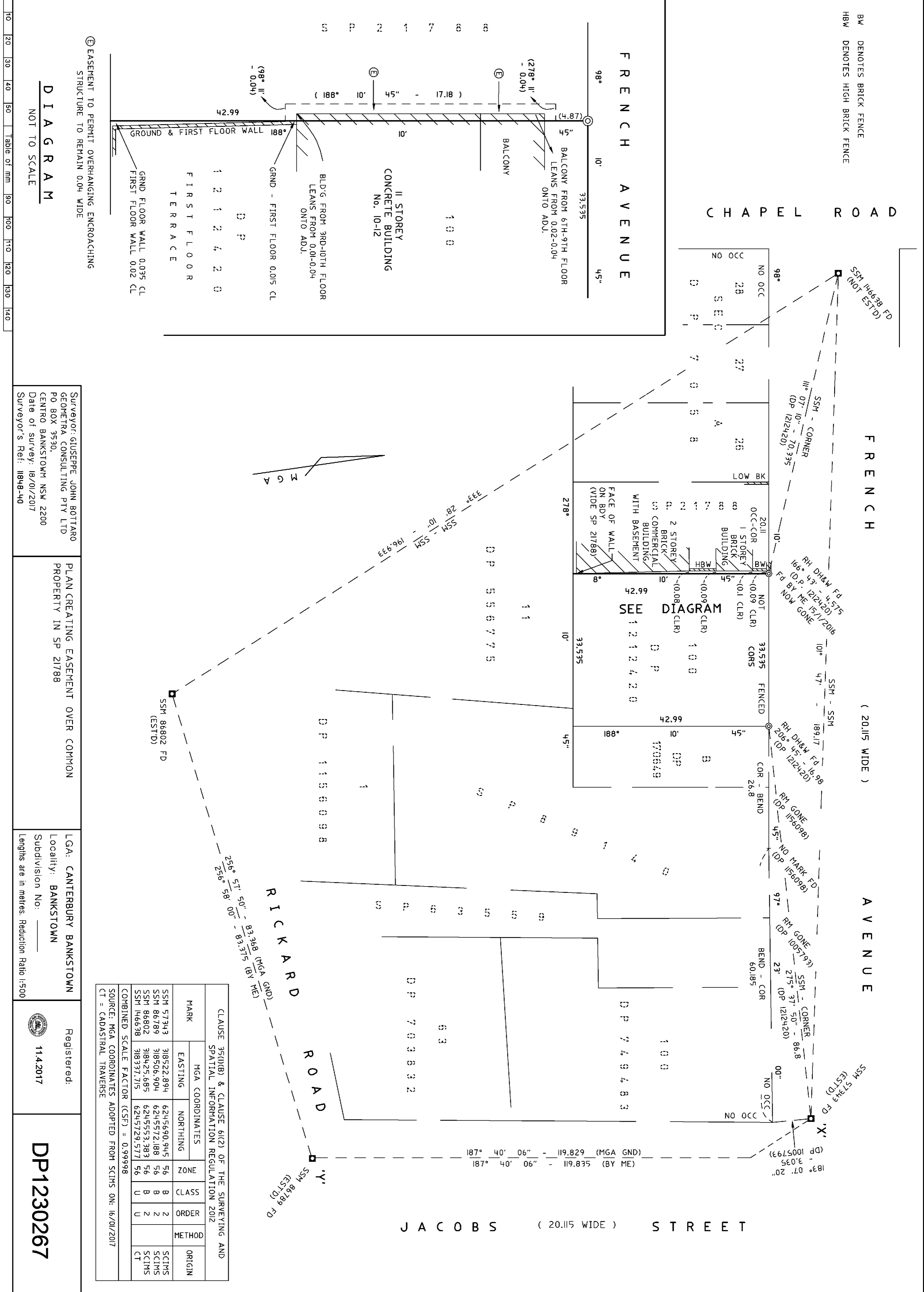


DIAGRAM
NOT TO SCALE

ⓔ EASEMENT TO PERMIT OVERHANGING ENCROACHING STRUCTURE TO REMAIN 0.04 WIDE


MARK	MGA COORDINATES		ZONE	CLASS	ORDER	METHOD	ORIGIN
	EASTING	NORTHING					
SSM 57343	318522.894	6245690.945	56	B	2		SCINS
SSM 86789	318506.904	6245572.188	56	B	2		SCINS
SSM 86802	318425.685	6245553.383	56	B	2		SCINS
SSM 146638	318337.715	6245729.577	56	U			CT

COMBINED SCALE FACTOR (CSF) = 0.99998
 SOURCE: MGA COORDINATES ADOPTED FROM SCINS ON: 16/01/2017
 CT = CADASTRAL TRAVERSE

Surveyor: GIUSEPPE JOHN BOTTARO
 GEOMETRA CONSULTING PTY LTD
 PO BOX 3530,
 CENTRO BANKSTOWN NSW 2200
 Date of survey: 18/01/2017
 Surveyor's Ref: 11848-40

PLAN CREATING EASEMENT OVER COMMON PROPERTY IN SP 21788

LGA: CANTERBURY BANKSTOWN
 Locality: BANKSTOWN
 Subdivision No: _____
 Lengths are in metres. Reduction Ratio 1:500


Registered:

 11.4.2017

DP1230267

10	20	30	40	50	Table of mm	90	100	110	120	130	140
----	----	----	----	----	-------------	----	-----	-----	-----	-----	-----

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  11.4.2017 Office Use Only
 Title System: TORRENS
 Purpose: EASEMENT

Office Use Only
DP1230267

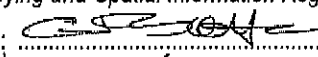
PLAN CREATING EASEMENT OVER THE COMMON PROPERTY IN SP 21788

LGA: CANTERBURY-BANKSTOWN
 Locality: BANKSTOWN
 Parish: BANKSTOWN
 County: CUMBERLAND

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

Survey Certificate
 I, GIUSEPPE JOHN BOTTARO
 of GEOMETRA CONSULTING PTY LTD
 PO BOX 3530 CENTRO BANKSTOWN NSW 2200
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:
~~*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on~~

~~Subdivision Certificate
 I,
 *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.
 Signature:
 Accreditation number:
 Consent Authority:
 Date of endorsement:
 Subdivision Certificate number:
 File number:
 *Strike through if inapplicable.~~

~~*(b) The part of the land shown in the plan (*being/*excluding ^ THE EASTERN BOUNDARY OF SP 21788) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on, 18/1/17, the part not surveyed was compiled in accordance with that Regulation.
 *(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.
 Signature:  Dated: 18/1/17
 Surveyor ID: 524
 Datum Line: X-Y
 Type: *Urban/*Rural-
 The terrain is *Level-Undulating / *Steep-Mountainous.
 *Strike through if inapplicable.
 ^Specify the land actually surveyed or specify any land shown in the plan that~~

Statements of intention to dedicate public roads, public reserves and drainage reserves.
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919
 IT IS INTENDED TO CREATE :
 1. EASEMENT TO PERMIT OVERHANGING ENCROACHING STRUCTURE TO REMAIN 0.04 WIDE

Plans used in the preparation of survey/compilation.
 DP 7058 DP 1212420 SP 21788
 If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 11848-40

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Office Use Only
Registered:  11.4.2017

Office Use Only

DP1230267

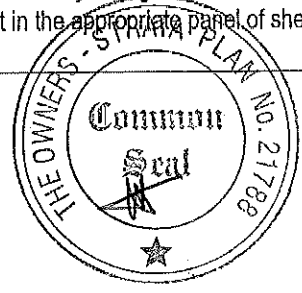
PLAN CREATING EASEMENT OVER THE COMMON PROPERTY IN SP 21788

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:
Date of Endorsement:

SIGNATURES AND SEALS

CERTIFICATE OF OWNERS CORPORATION
SPECIAL RESOLUTION



The owners corporation certifies that on 16/3/2017, it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorizing the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under Section 27 Strata Schemes Management Act 2015 authorising the registration of the dealing.

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

The seal of The Owners - Strata Plan No.21788 was affixed on 22/3/2017 in the presence of the following persons(s) authorized by Section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  Name: KAREN TAYLOR Authority: STRATA MANAGER

Signature: Name: Authority:

ATTESTATION

The seal of The Owners - Strata Plan No. 21788 was affixed on 22/3/2017 in the presence of the following person(s) authorized by Section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  Name: KAREN TAYLOR Authority: STRATA MANAGER


Signature: Name: Authority:

KAREN TAYLOR - STRATA MANAGER
W.T. NEWBY & CO.
30 BANUXTOWN CITY PLAZA, BANUXTOWN, NSW, 2200

if space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:  11.4.2017 Office Use Only

PLAN CREATING EASEMENT OVER THE COMMON PROPERTY IN SP 21788

DP1230267

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
 - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
 - Signatures and seals- see 195D Conveyancing Act 1919
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number:
Date of Endorsement:

SIGNATURES AND SEALS

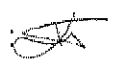
INITIAL PERIOD

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

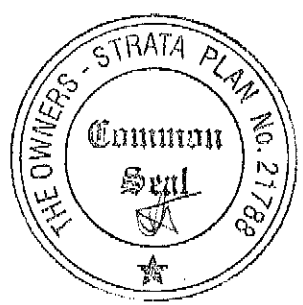
*that the initial period has expired.

~~*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. 21788 was affixed on 6TH APRIL 2017 in the presence of the following person(s) authorized by Section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  Name: KAREN TAYLOR Authority: STRATA MANAGER

Signature : Name : Authority :



If space is insufficient use additional annexure sheet

INSTRUMENT SETTING OUT TERMS OF EASEMENT TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

ePlan
(Sheet 1 of 3 Sheet)

Plan: **DP1230267**

Plan creating an Easement over
the common property in
SP 21788

Full name and address of
the proprietors of the land:

The Owners – Strata Plan
No.21788
14 French Avenue,
Bankstown, NSW, 2200

PART 1

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Permit Overhanging Encroaching Structure to Remain 0.04 wide	CP/SP 21788	100/1212420

PART 2

1. Terms of the Easement referred to in abovementioned plan

1.1. The owner of the lot benefited;

- (a) may insist that the parts of the building walls and balconies on the lot benefited which, when this easement was created, overhung the lot burdened remain, but only to the extent that they are within the site of this easement, and
- (b) must keep the overhanging structure in good repair and safe condition, and
- (c) may do anything reasonably necessary for those purposes, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - carrying out work

1.2. In exercising those powers, the owner of the lot benefited must:

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

A

INSTRUMENT SETTING OUT TERMS OF EASEMENT TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919

Lengths are in metres

ePlan
(Sheet 2 of 3 Sheet)

Plan: **DP1230267**

Plan creating an Easement over
the common property in
SP 21788

(e) Inform the burdened lot of the intention to enter the property with 14 days written notice except in the case of an immediate emergency

- 1.3 The owner of the lot burdened shall insist that this easement be extinguished when the overhanging encroaching structure on the lot benefited is removed.
- 1.4 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with the overhanging encroaching structure.

SIGNATURES AND SEALS

CERTIFICATE OF OWNERS CORPORATION SPECIAL RESOLUTION

The owners corporation certifies that on 16/3/2017, it passed a special resolution, pursuant to the Strata Schemes Development Act 2015, authorizing the dealing or plan with this certificate. The resolution was passed after the expiration of the initial period or, the original owner owns all of the lots in the strata scheme or, an order has been made under Section 27 Strata Schemes Management Act 2015 authorising the registration of the dealing.

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

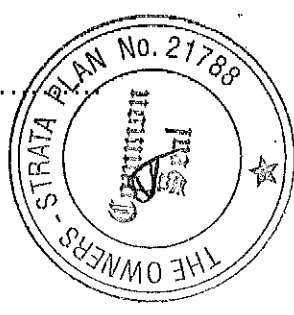
The seal of The Owners – Strata Plan No.21788 was affixed on 22/3/17
In the presence of the following person(s) authorized by Section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature: [Signature] Name: KAREN TANAK

Authority: STRATA MANAGER

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

Authority:.....



**INSTRUMENT SETTING OUT TERMS OF EASEMENT TO BE
CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919**

ePlan

Lengths are in metres


(Sheet 3 of 3 Sheet)

Plan: **DP1230267**

Plan creating an Easement over
the common property in
SP 21788

ATTESTATION

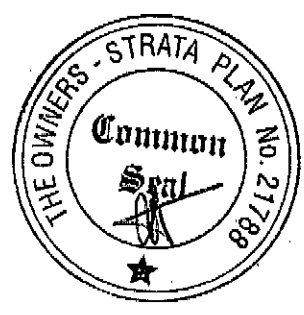
The seal of The Owners – Strata Plan No.21788 was affixed on 22/3/2017
In the presence of the following person(s) authorized by Section 273 Strata
Schemes Management Act 2015 to attest the affixing of the seal.

Signature:.......... Name: KAREN TAYLOR.....

Authority: STRATA MANAGER.....

Signature:..... Name:

Authority:.....



KAREN TAYLOR
STRATA MANAGER
W.I.T. NEWBY & CO
30 BAWUSTOWN CITY PLAZA
BAWUSTOWN NSW 2200



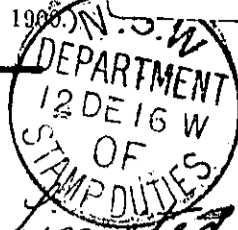


A288972W

Transfer
Endorsement
Certificate
FEE SIMPLE.

30/10
8-1-17

MEMORANDUM OF TRANSFER



a Name, residence, occupation, or other designation, in full, of transferor.
b If a less estate, strike out "in fee simple," and interline the required alteration.
c All subsisting encumbrances must be noted hereon. (See page 2.)
d If the consideration be not pecuniary, state its nature concisely.

I, *The Greenacre Park Limited*

A288972

being registered as the proprietor of an Estate in fee simple^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of ^a *One hundred and five pounds twelve shillings* (£105-12-0)

e Name, residence, occupation, or other designation, in full, of transferee.
If a minor, state of what age, and forward certificate or declaration as to date of birth.
If a married woman, state name, residence, and occupation of husband.

paid to me by *Jeffery Rivers, of Surrey Hills book*

f If to two or more state whether as joint tenants or tenants in common.

the receipt whereof I hereby acknowledge.
do hereby transfer to the said^f *Jeffery Rivers*

g Area in acres, rods, or perches.

ALL ~~the~~ ^{its} Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing^g

h Parish or town and county.

situate in^h *Parish Bankstown County Cumberland*

i "The whole" or "part," as the case may be.

beingⁱ *part* of the land comprised in^j *certificate of title*

j "Crown grant," or "Certificate of Title."

k Strike out if not appropriate.

dated *29 April 1913* registered volume No. *2361 folio 19*

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

And also in the pieces of land as follows:— *and being lots 22 and 23 Section A (twenty-two and twenty-three) as shown on Deposited Plan No. 7058*

Put if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix "as mentioned in the plan hereon" or "annexed hereto" or "described as follows, viz.":—

AND the said Jeffery Rivers doth hereby for himself his heirs executors administrators and assigns COVENANT AND AGREE with the said THE GREENACRE PARK LIMITED and its assigns that he the said Jeffery Rivers his heirs executors administrators and assigns shall not nor will at any time hereafter erect or permit or suffer to be erected on either lot hereby transferred any main dwelling of less value than TWO HUNDRED POUNDS (£200:0:0) and on the erection of any such dwelling the said lots shall be fenced.

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

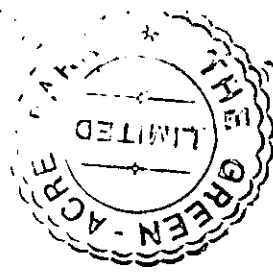
AND no advertisement hoarding shall be erected on either lot hereby transferred.

[Rule up all blanks before signing.]

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

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.
[Price, 6d.]

p See note "c," page 1.
A very short note of
the particulars will
suffice.



The Common Seal of the Green-Acro
Park Limited was hereto affixed on
the Seventh day of

January 1917 by me
Richard
Managing Director.

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.
This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.
If the Transferrer or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

In witness whereof, I have hereunto subscribed my name, at
the _____ day of _____ in the year
of our Lord one thousand nine hundred and _____

Signed in my presence by the said
.....
WHO IS PERSONALLY KNOWN TO ME
.....
m

Transferrer.*

Signedⁿ

n Repeat attestation for additional parties if required.
St 3121

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

for the signature of the Transferee hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferee, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said }
Jeffery Rivers }
WHO IS PERSONALLY KNOWN TO ME }
11/12/16

Jeffery Rivers
Transferee.

(*The above may be signed by the Solicitor, when the signature of Transferee cannot be procured. See note "o" in margin.)
N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

The City Mutual Life Assurance Society Limited
Mortgages under Memorandum of Mortgage registered No. A144437 do hereby discharge the said Mortgage as regards the land comprised in the within written transfer being Lots twenty two and twenty three Section A as shown on Deposited Plan No. 7058 but not further or otherwise.

Dated at Sydney this 19th day of December 1916.

The common Seal of the City Mutual Life Assurance Society Limited was affixed hereto by the Directors of the said Society this Nineteenth day of December 1916 in the presence of
Secretary

[Signatures of J. A. Green, J. B. Bond, and Chas. Anderson]
[Circular Seal]

FORM OF DECLARATION BY ATTESTING WITNESS.

Appeared before me, at _____, the _____ day of _____, one thousand nine hundred and _____

May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties. Name of witness and residence. Name of Transferrer. Name of Transferee.

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

Lodged by

(Name) Edw. M. Newton

(Address) _____

Handwritten: 350535

Handwritten: Lots 22 and 23. Sec A.

Handwritten: DP 7058. Bankstown.
(Subject to Covenant)

A 288972

Handwritten: The Greenacre Park Limited

Transferror.

Handwritten: Jeffery Rivers

Transferee.

Particulars entered in the Register Book, Vol. 2361

Folio 19.

the 15th day of January, 1917,
at _____ minutes 10 o'clock
in the fore room.

Handwritten: R. P. Keenan
Registrar-General
NEW SOUTH WALES

	DATE.	INITIALS
JAN 17 A.M.		
SENT TO SURVEY BRANCH	JAN 18 1917	W.A.
RECEIVED FROM RECORDS	JAN 17 P.M.	W.A.
DRAFT WRITTEN - 22	JAN 1917	W.A.
DRAFT EXAMINED -	21.1.17	W.A.
DIAGRAM COMPLETE -	20.1.17	W.A.
DIAGRAM EXAMINED -	22.1.17	W.A.
DRAFT FORWARDED -		
RETD. TO RECORDS { REQUISITN. { REGISTR.		
RETURNED FROM RECORDS		
CERTIFICATE ENGROSSED		
SUPT. OF ENGROSSERS 23	JAN 1917	W.A.
DEP. REGISTRAR GENERAL		W.A.

VOL. 2730 FOL. 97 ✓

REC'D FOR DELIVERY
8-9 JAN 1917

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:

No Transfer can be registered until the fees are paid. If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue. Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate. The fees on transfer are 10s., and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only. The Transfer is complete from the moment it is recorded. Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

Wales.

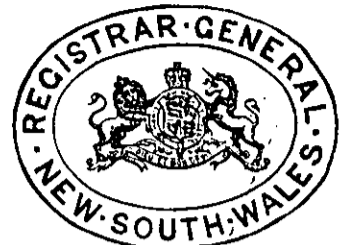
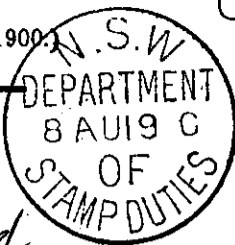


A482376G

Transfer
Endorsement
Certificate

MEMORANDUM OF TRANSFER

PROPERTY ACT, 1900



12-8-11
The Greenacre Park Limited

SEE SIMPLE
Name, residence, occupation, or other designation, in full, of transferor.
A482376

If a less estate, strike out "in fee simple," and interline the required alteration.
All subsisting encumbrances must be noted hereon. (See page 2.)
If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in fee simple^b in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,^c in consideration of a Fifty two pounds

seven shillings —

(£52-6-0) ✓

Name, residence, occupation, or other designation, in full, of transferee.
If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to ~~me~~ by Edith Priscilla Dawe wife of Arthur John Dawe of Randwick New South Wales

the receipt whereof I hereby acknowledge

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

do hereby transfer to the said Edith Priscilla Dawe

Area in acres, roods, or perches.
Parish or town and county.

~~ALL my~~ Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing^g thirty-four perches — situate in Parish of Bankstown County of Cumberland

"The whole" or "part," as the case may be.
"Crown grant," or "Certificate of Title."

being¹ part of the land comprised in Certificate of Title dated 29th April 1913 registered volume No. 2361 folio 19 ✓

Strike out if not appropriate.
These references will suffice, if the whole land in the grant or certificate be transferred.

^kAnd also in the pieces of land as follows: — being Lot 24 Section A on a Plan deposited in the Land Titles Office Sydney numbered 7058.

But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix: — "as delineated in the plan hereon [or "annexed hereto"] or "described as follows, viz.": —

This transfer is subject to the following conditions: —
the land above described when built on must be fenced and no advertisement hoarding will be erected on the said land.

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of encumbrances.

AND the said Edith Priscilla Dawe doth hereby for herself her heirs executors administrators and assigns COVENANT AND AGREE with the said The Greenacre Park Limited and its assigns that she the said Edith Priscilla Dawe (her heirs executors administrators and assigns shall not nor will at any time hereafter erect or permit or suffer to be erected on the land above described any main building, of less value than TWO HUNDRED POUNDS.)

[Rule up all blanks before signing.]

Any provision in addition to, or modification of, the covenants implied by the Act,

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

112

p See note "c," page 1.
A very short note of the particulars will suffice.

NIL

The Common Seal of the Green-Acre
Park Limited was hereto affixed on
the 5th day of
August 1919 by me



[Handwritten signature]
[Illegible text]

[Rule up all blanks before signing.]

m If this instrument be signed or acknowledged before the Registrar-General or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferrer is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form.

This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place.

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

n Repeat attestation for additional parties if required.

St 3121

In witness whereof, I have hereunto subscribed my name, at
the _____ day of _____ in the year
of our Lord one thousand nine hundred and _____

Signed in my presence by the said

.....
WHO IS PERSONALLY KNOWN TO ME

Signed^a

.....
Transferrer.*

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

o For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with in cases where it is established that it cannot be procured without difficulty. It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

Signed in my presence by the said

Edith Priscilla Dawe

WHO IS PERSONALLY KNOWN TO ME

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Edith P. Dawe

Transferree.

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

FORM OF DECLARATION BY ATTESTING WITNESS.^a

Appeared before me, at _____, the _____ day of _____, one thousand nine hundred and _____

the attesting witness to this instrument, and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said^t _____

is his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.
r Name of witness and residence.
s Name of Transferor.
t Name of Transferor.

u Registrar-General, Deputy, Notary Public,

3A per. Lot 24. Sec A. DP 7058
Mung Bankstown
Rt Bankstown Cumberland

Lodged by

(Name) *McCoy & McCoy Solicitors*
(Address) *Wattleburgh Street
Sydney*

*Subject to covenant
and conditions*
Green Acre Parks Limited

Transferor.

Edith Priscilla Dawe

Transferee.

A 482376

CHECK SLIP

Particulars entered in the Register Book, Vol. 2361

Folio *19*

18th day of *August*, 19*19*,

at *2* minutes *2* o'clock

in the *after* noon.

Richard
Registrar


2 AUG 1919

T 48 28-16 B noon 10-11

	DATE.	INITIALS.
SENT TO SURVEY BRANCH	<i>17-8-19</i>	<i>MB</i>
RECEIVED FROM RECORDS	<i>do</i>	<i>MB</i>
DRAFT WRITTEN	<i>do</i>	<i>MB</i>
DRAFT EXAMINED	<i>15-8-19</i>	<i>MB</i>
DIAGRAM COMPLETE	<i>15-8-19</i>	<i>B.M.</i>
DIAGRAM EXAMINED	<i>16 do</i>	<i>MB</i>
DRAFT FORWARDED	<i>do</i>	<i>MB</i>
REQUISITION		
REGISTRATION		
RECORDS		
UNREGISTERED		
SOFT. COPIES	<i>21/8/19</i>	<i>MB</i>
DEP. REGISTRAR GENERAL		

*(10.10).
4 pm read 2 pm*

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:-

No Transfer can be registered until the fees are paid. If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to the extent of the residue, if it be intended to be sold, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common must receive separate Certificates. 20s. will be required for each additional Certificate.
The fees on transfer are 10s. and 20s. for every new Certificate, whether issued to a Transferee or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the whole of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

Form: 13PC
Release: 3-1

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 191



AM40957C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar 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.

SUB 411/16 30/12/16

(A) **TORRENS TITLE**

100/1212420	(Lot 100 in DP 1212420)
-------------	---------------------------

(B) **LODGED BY**

Document Collection Box W	Name, Address or DX, Telephone, and Customer Account Number if any MAHMOUD MOHAMMAD PO BOX 430 ARMCHESTER 2205 NSW	CODE PC
	Reference:	

(C) **REGISTERED PROPRIETOR**

Of the above land	SERENITY TOWER PTY LTD ACN 169 961 933
-------------------	--

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AJ707936	Australia and New Zealand Banking Group Limited

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919 CANTERBURY-BANKSTOWN COUNCIL

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

DATE

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

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

Signature of witness:	Signature of authorised officer:
Name of witness: Mob. -72 Dickson Rd	Name of authorised officer: Ian Woodward
Address of witness: BANKSTOWN NSW 1815	Position of authorised officer: Manager - Development.

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

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

Company: SERENITY TOWER PTY LTD
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: MAHMOUD MOHAMMAD
Office held: SOLA Director / Secretary

Name of authorised person:
Office held: Secretary

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AJ707936, agrees to be bound by this positive covenant.

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

Signature of witness: _____ Signature of mortgagee: _____

Name of witness: _____

Address of witness: _____

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

ANNEXURE " A "

POSITIVE COVENANT IN FAVOUR OF CANTERBURY-BANKSTOWN COUNCIL
SETTING OUT TERMS OF COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88E (3) OF CONVEYANCING ACT, 1919

SUB 419/14
30/12/16

PARTIES:

SERENITY TOWER Pty Ltd - Registered Proprietors

CANTERBURY-BANKSTOWN COUNCIL - Prescribed Authority

Dated:

1. TERMS ON THE POSITIVE COVENANT:

1. The Registered Proprietor, in respect to the On-Site Stormwater Detention System (which expressions include; all ancillary gutters pipes, drains, walls, safety fences, kerbs, pits, grates, tanks, chambers, basins, and surfaces designed to temporarily detain stormwater, hereinafter called "the system") erected on the land so burdened, will:
 - (a) Permit stormwater runoff to be temporarily detained by the system.
 - (b) Keep the system clean and free from silt, rubbish and debris.
 - (c) Maintain and repair the system so that it functions in a safe and efficient manner.
 - (d) Replace, maintain, repair, alter and renew the whole or parts of the system within the time and in the manner, if directed in a written notice issued by Council.
 - (e) Carry out the matters referred to in paragraphs (b), (c) and (d) at the registered proprietor's expense.
 - (f) Permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for compliance with the requirements of this clause.
 - (g) Comply with the terms of any written notice by the Council in respect to the requirements of this clause and within the time stated in the notice.
2. In the event the registered proprietor fails to comply with the terms of any written notice served in respect of the matters in clause 1, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operations of the system and recover from the registered proprietor the cost of carrying out the work, and if necessary, recover any costs of legal proceedings and entry of a covenant charge on the land under Section 88F of the Conveyancing Act 1919. In carrying out any work under this clause, the Council must take reasonable precautions to ensure the land will be disturbed as little as possible.

2. NAME OF THE AUTHORITY WHOSE CONSENT IS NECESSARY TO RELEASE,
VARY OR MODIFY THE ABOVEMENTIONED TERMS:

Canterbury-Bankstown Council



ANNEXURE "A"

POSITIVE COVENANT IN FAVOUR OF CANTERBURY-BANKSTOWN COUNCIL
SETTING OUT TERMS OF COVENANT INTENDED TO BE CREATED PURSUANT TO
SECTION 88E (3) OF CONVEYANCING ACT, 1919

SUB 419/16
30/12/16

SERENITY TOWER PTY LTD

A.C.N :

Sole MAHMOUD MOHANNA
DIRECTOR (Print Name) Secretary

[Signature]
DIRECTOR (Signature)

SECRETARY (Print Name)

SECRETARY (Signature)

CANTERBURY-BANKSTOWN COUNCIL

By its Authorised Delegate pursuant to Section 377 Local Government Act 1993

Jay Woodward
AUTHORISED DELEGATE (Print Name)

[Signature]
AUTHORISED DELEGATE (Signature)

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

Anita Aley
WITNESS (Print Name)

[Signature]
WITNESS (Signature)

66-72 Rickard Rd Bankstown NSW 2225
Address of Witness

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

[Signature]
Signature of Attorney
In the presence of
[Signature]
Signature of Witness
ANDREW LYALL
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

MORTGAGEE
BY ITS EXECUTION, CONSENTS TO THE REGISTRATION OF THIS DOCUMENT.

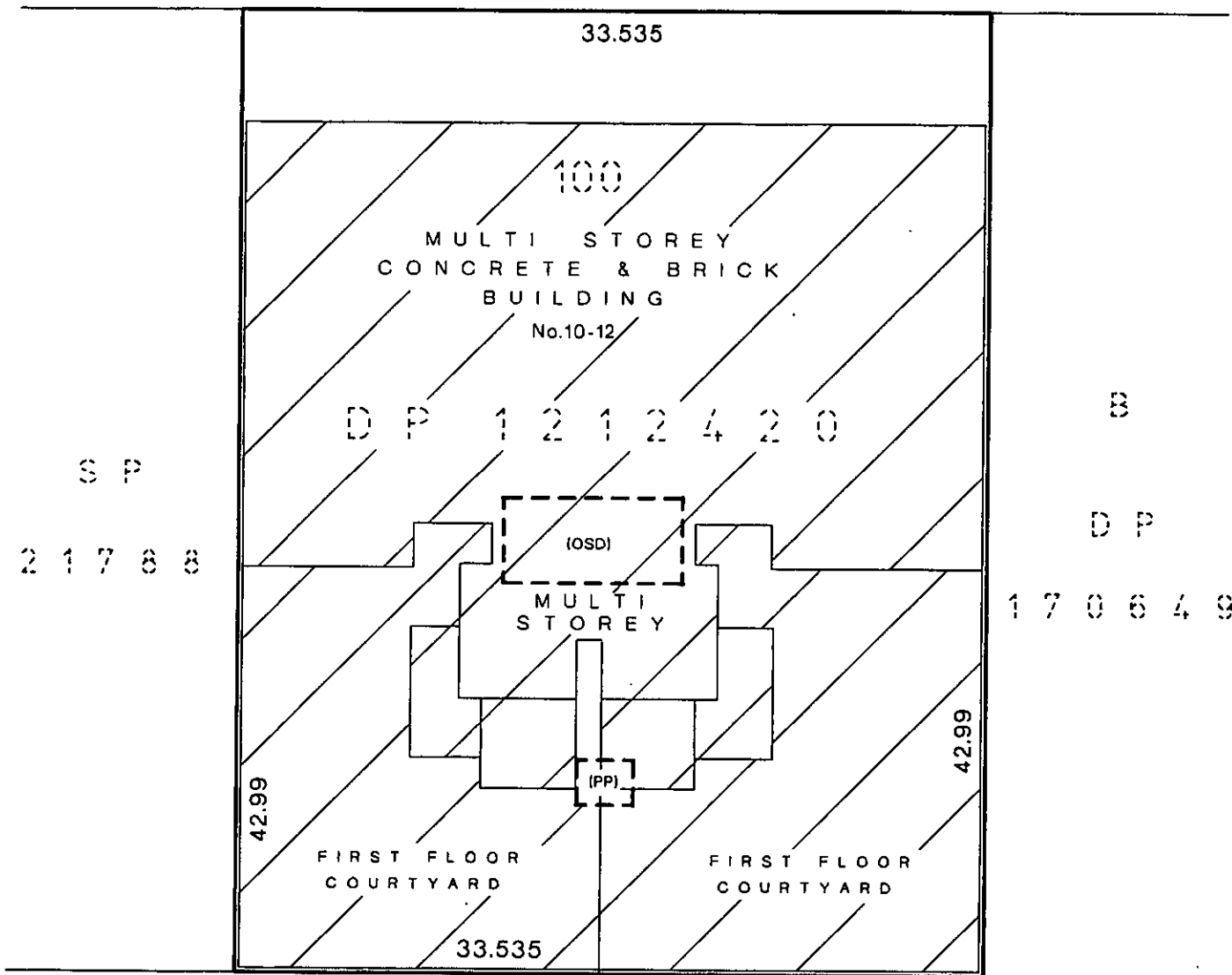
ANNEXURE " B "

PLAN SHOWING PROPOSED POSITIVE COVENANT
OVER LOT 100 IN DP 1212420

SCB 419/16.
30/12/16

1:400

FRENCH AVENUE



(OSD) ON SITE STORMWATER DETENTION SYSTEM (TANK) - LOCATED ON GROUND FLOOR

(PP) PUMPOUT PIT - LOCATED, ON LOWER BASEMENT LEVEL

THIS IS THE PLAN MARKED " B " AND REFERRED TO IN AND TO ACCOMPANY POSITIVE COVENANT ON THE LAND KNOWN AS LOT 100 IN DP 1212420

Form: 13RPA
Release: 3-1

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**
New South Wales



AM40958A

Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any. *SUB 419/16 30/12/16*

(A) **TORRENS TITLE**

100/1212420 (Lot 100 in DP 1212420)

(B) **LODGED BY**

Document Collection Box <i>W</i>	Name, Address or DX, Telephone, and Customer Account Number if any <i>MAHMOUD MOHAMMA PO Box 430 ARNCLIFFE 2205 NSW</i>	CODE RV
Reference:		

(C) **REGISTERED PROPRIETOR**

Of the above land
SERENITY TOWER PTY LTD ACN 169 961 933

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AJ707936	Australian and New Zealand Banking Group Limited

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
CANTERBURY-BANKSTOWN COUNCIL

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

DATE

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

Signature of witness: *[Signature]*
Name of witness: *Antia Alley*
Address of witness: *66-72 Wickham Rd
BANKSTOWN NSW
1885*

Signature of authorised officer: *[Signature]*
Name of authorised officer: *Jon Woodward*
Position of authorised officer: *Manager - Development*

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: SERENITY TOWER PTY LTD
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: MAHMOUD MOHAMMA
Office held: Sole Director / Secretary

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

(H) The mortgagee under mortgage No. AJ707936 agrees to be bound by this restriction. I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: _____ Signature of mortgagee: _____
Name of witness: _____
Address of witness: _____

ANNEXURE " A "

RESTRICTION ON THE USE OF LAND IN FAVOUR OF BANKSTOWN CITY COUNCIL
SETTING OUT TERMS OF RESTRICTION INTENDED TO BE CREATED PURSUANT
TO SECTION 88E (3) OF CONVEYANCING ACT, 1919

SUB 419/16
30/12/16

PARTIES:

SERENITY TOWER PTY LTD – Registered Proprietor

CANTERBURY-BANKSTOWN COUNCIL – Prescribed Authority

Dated:

1. TERMS ON THE RESTRICTION ON THE USE OF LAND:

The Proprietor of the lot burdened must not:

- (a) Erect, construct or place any other structure and / or,
- (b) Make alterations to the surface levels, grates, pits, kerbs, tanks, gutters or any other structure associated with the on-site stormwater detention system.

within the land so burdened, without the prior written consent of Bankstown City Council.

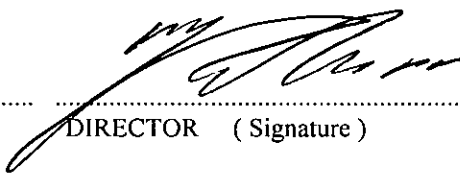
2. NAME OF THE AUTHORITY WHOSE CONSENT IS NECESSARY TO RELEASE,
VARY OR MODIFY THE ABOVEMENTIONED TERMS:

Canterbury-Bankstown Council

SERENITY TOWER PTY LTD

A.C.N :

SOLIC
MAHMOUD MOHAMMAD
DIRECTOR / ~~(Print Name)~~ Secretary


DIRECTOR (Signature)

SECRETARY (Print Name)

SECRETARY (Signature)



ANNEXURE " A "

RESTRICTION ON THE USE OF LAND IN FAVOUR OF BANKSTOWN CITY COUNCIL
SETTING OUT TERMS OF RESTRICTION INTENDED TO BE CREATED PURSUANT
TO SECTION 88E (3) OF CONVEYANCING ACT, 1919

Sub 419/16
30/12/16

CANTERBURY-BANKSTOWN COUNCIL

By its Authorised Delegate pursuant to Section 377 Local Government Act, 1993

Jon Woodward [Signature]
AUTHORISED DELEGATE (Print Name) AUTHORISED DELEGATE (Signature)

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

Anita Mey [Signature]
WITNESS (Print Name) WITNESS (Signature)

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

[Signature]
Signature of Attorney
In the presence of
[Signature]
Signature of Witness
ANDREW WALL
Print name of Witness
242 Pitt Street
Sydney NSW 2000
Address of Witness

MORTGAGEE
BY ITS EXECUTION, CONSENTS TO THE REGISTRATION OF THIS DOCUMENT.

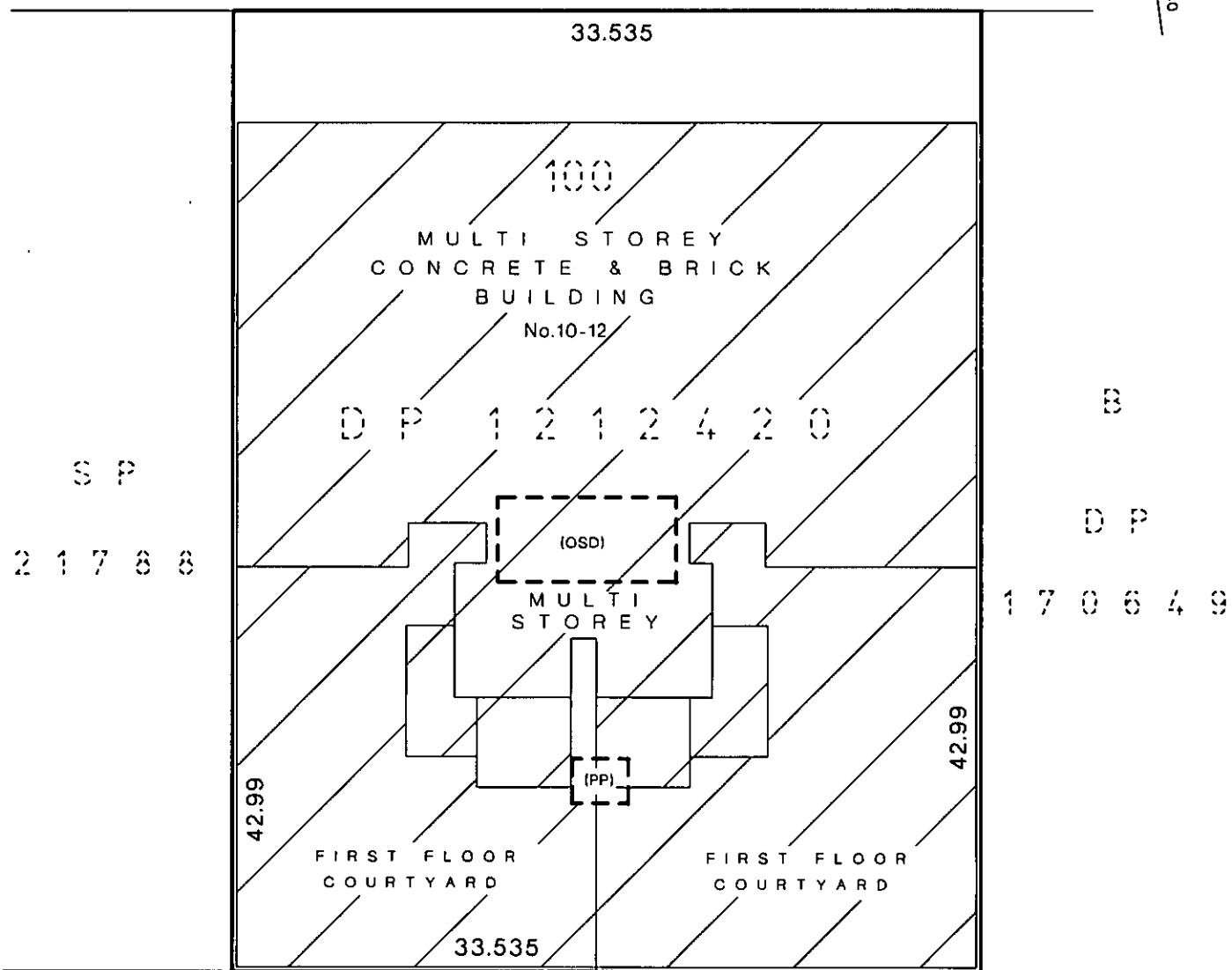
ANNEXURE " B "

PLAN SHOWING PROPOSED RESTRICTION ON THE USE OF LAND
OVER LOT 100 IN DP 1212420

SUB 49/16
30/12/16

FRENCH AVENUE

1:300

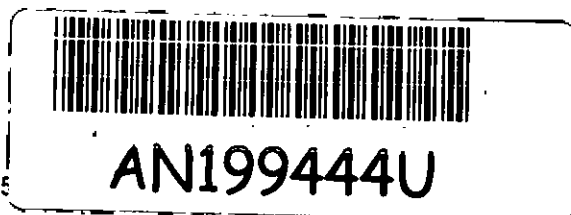


(OSD) ON SITE STORMWATER DETENTION SYSTEM (TANK) - LOCATED ON GROUND FLOOR
(PP) PUMPOUT PIT - LOCATED ON LOWER BASEMENT LEVEL

THIS IS THE PLAN MARKED " B " AND REFERRED TO IN AND TO ACCOMPANY RESTRICTION ON THE USE OF LAND ON THE PROPERTY KNOWN AS LOT 100 IN DP 1212420

Form: 15CH
Release: 2-0

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



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

(A) TORRENS TITLE	For the common property CP/SP 95339	
	(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	CODE CH
	Reference: John Sarraf - 93758710	

(C) The Owners-Strata Plan No. 95339 certify that a special resolution was passed on 5/3/2018
(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No. NOT APPLICABLE
Added by-law No. By law no.34
Amended by-law No. NOT APPLICABLE

as fully set out below:

By Law No. 34 - Pages 21-23.

(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. 95339 was affixed on 7/3/2018 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"

INSTRUMENT SETTING OUT THE TERMS OF BY-LAWS TO BE
CREATED UPON REGISTRATION OF THE STRATA PLAN
10-12 FRENCH AVENUE, BANKSTOWN NSW 2200

Contents

By-Law 1. Definitions and Interpretations for By-laws.....	2
By-Law 2. Noise.....	3
By-Law 3. Vehicles	3
By-Law 4. Obstruction of Common Property.....	3
By-Law 5. Damage to Lawn and Plants on Common Property.....	4
By-Law 6. Damage to Common Property.....	4
(i) all amounts payable by the Owners Corporation to the Strata Managing Agent,.....	5
(ii) the cost of issuing an invoice for the debt; and.....	5
(iii) all legal costs incurred in connection with the recovery of the debt.	6
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By-Law 1. Definitions and Interpretations for By-laws

In these By-Laws, unless the context otherwise requires or permits:

Act is the Strata Schemes Management Act 2015 (NSW) as amended from time to time.

Air Conditioning means the air conditioning unit, motor, compressor, pipes, wiring, cabling support bracket and ducting that services an individual lot.

Balcony door means the balcony door/s installed to each individual lot.

Door Closer means the door closer installed to each individual unit front entry door.

Exhaust Fans means an exhaust or extraction fan, wiring, cabling or ducting that services an individual lot.

Intercom System means the intercom handset installed to each individual lot

Invitee means an invitee of an Owner or Occupier.

Local Council means the local council for the relevant strata plan.

Lot means any lot in the strata plan.

Maximum number of persons means up to two persons per bedroom;

Minor Work means works of a non-structural nature that do not cause a breach of Fire Regulations or any insurance policy held by the Owners Corporation.

Occupier means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees but does not include a tradesperson performing work, an invitee or a casual visitor to the strata scheme.

Owner means the Owner of a Lot.

Owners Corporation means Owners Corporation created by the registration of the strata plan.

Permissible short term accommodation means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

Prohibited short term accommodation means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

Retail/Commercial lot means a Lot in the Strata Plan as the context requires and this definition applies whether either lot is used or approved for retail or for some other commercial use.

Small dog means a dog which at its full grown size does not exceed 10 kilos

Ventilation System means any ventilation, air extraction or similar system including any pipes, wiring, cabling and ducting that services an individual lot.

In these by-laws, unless the context otherwise requires:

- a) a word which denotes the singular includes plural and vice versa;
- b) a word which denotes any gender includes the other genders;
- c) any terms defined in the Strata Schemes Management Act 2015 will have the same meaning as given to them in that Act.
- d) references to legislation include references to amending and replacing legislation.

Unlawful short term accommodation means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

By-Law 2. Noise

An Owner or Occupier of a lot must not create or permit the creation of 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.

By-Law 3. Vehicles

1. An Owner or Occupier of a Lot must not park or stand any motor or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
2. The Owners Corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the Common Property.
3. The vehicle of any owner or occupier of a Lot must only be parked in the car space or spaces forming part of that Lot.
4. An Owner or Occupier must ensure that the parking designated as visitors parking is for the use of Genuine Visitors only.
5. A period in excess of 24 hours, or any lesser period on a repetitive basis shall not be permitted without the prior written consent of the Owners Corporation.

By-Law 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.

By-Law 5. Damage to Lawn 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.

By-Law 6. Damage to Common Property

1. An Owner or Occupier of a lot must:
 - (a) except to the extent permitted by statute, not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the Common Property except with the prior written approval of the Owners Corporation; and
 - (b) ensure that neither the Owner nor any Occupier or their Invitees does or allows to happen anything within or on the Lot or Common Property which causes any damage to Common Property.
2. An approval given by the Owners Corporation under this by-law cannot authorise any additions to the Common Property.
3. Subject to the conditions contained in these by-laws, this by-law does not prevent an Owner or person authorised by an Owner from installing:
 - (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, or
 - (d) any device used to affix decorative items to the internal surfaces or walls in the Owner's lot providing any device does not breach Fire Safety Regulations and the device does not alter the exterior view of the lot, or
4. Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner by an approved installer and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5. Despite section 106 of the Act, 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 by-law 6 (clause C) that forms part of the Common Property and that services the lot;
 - 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, structure or sign referred to in clause 3 that forms part of the Common Property and that services the lot; and
 - c) In the event that an Owner or Occupier fails to complete the remedial work then these parties indemnify the Owners Corporation for the full cost, should the Owners Corporation carry out the remedial work.
6. In the event that an Owner breaches this by-law or by-law 5 (so that Common Property requires repair), the Owners Corporation may:
 - a) recover from that Owner the cost of repairing the damage caused to Common Property; or
 - b) if insurance pays for all of that damage to Common Property, recover from that Owner any excess relating to the insurance claim; or
 - c) if insurance pays for part of that damage to Common Property, recover from that Owner any Excess relating to the insurance claim and the remaining cost of repairing the damage caused to Common Property.
7. The Owners Corporation may issue an invoice to any person referred to in clause 8 for any amount due under this by-law. Where the person to whom the invoice is sent is an Owner or Occupier who has notified the Owners Corporation of an address for service in accordance with the provisions of the Act, that invoice may be sent to that address. Notwithstanding this clause, any debt which arises pursuant to this by-law is due and owing to the Owners Corporation whether or not an invoice is served on the person or persons liable for payment.
8. Any amount due to be paid to the Owners Corporation pursuant to this by-law will, if not paid at the end of one (1) month after an invoice has issued in relation to that debt, bear simple interest at the annual rate set by the Act with respect to outstanding contributions.
9. In relation to expenses:
 - (a) The Owners Corporation may recover all of its expenses, of any type whatsoever, incurred in the recovery of any debt due under this by-law from any person liable for that debt on an indemnity basis including but not limited to:
 - (i) all amounts payable by the Owners Corporation to the Strata Managing Agent;
 - (ii) the cost of issuing an invoice for the debt; and

- (iii) all legal costs incurred in connection with the recovery of the debt.
- (b) The Owners Corporation will also be entitled to recover as a debt due by a person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.
- (c) Any expense of the Owners Corporation which is recoverable pursuant to this by-law will become due and payable at such time as the Owners Corporation becomes liable to pay the expense.
- (d) Any invoice issued by the Owners Corporation or the Strata Managing Agent stating the amount recoverable by the Owners Corporation as a debt from the Owner or Occupier and the amount of interest due thereon, will be prima facie evidence of the matters set out in that invoice.
- (e) The Owners Corporation is entitled to recover expenses under this by-law in either the same action or a separate action from the one in which it seeks to recover any other amount due under this by-law.

By-Law 7. Behaviour of Owners and Occupiers

An Owner or Occupier of a lot, including a visitor to the 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. All Owners, Occupiers and/or their visitors must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.

By-Law 8. Children Playing on Common Property

An Owner or Occupier of a lot must not permit any child of whom the Owner or Occupier has control to play on Common Property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on Common Property comprising a laundry, car parking area or other area of possible danger or hazard to children.

By-Law 9. Behaviour of Invitees

An Owner or Occupier of a lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or any person lawfully using Common Property.

By-Law 10. Depositing Rubbish and Other Material on Common Property

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.

By-Law 11. Hanging of Washing

1. An owner or occupier of a lot must not hang washing on any part of the lot viewable from outside of the lot (including the balcony area of the lot).
2. An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. Such washing may only be hung for a reasonable period.
3. An owner or occupier of a lot may hang washing on any part of the lot provided that the washing will not be visible from street level outside the parcel.
4. An owner or occupier of a lot may hang washing on any part of the lot that will be visible from street level outside the parcel only if the owner or occupier has the prior written approval of the owners corporation.
5. In this clause:

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

By-Law 12. Cleaning Windows and Doors

1. An Owner or Occupier of a lot is responsible for cleaning all interior and reasonably accessible exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is Common Property.
2. Balconies must not be washed in a manner that will cause water to discharge through balcony overflow pipes onto the units or Common Property below.
3. The Owners Corporation may resolve to arrange for the cleaning of windows otherwise inaccessible to one or more Owners and Occupiers at the cost of the Owner or Occupier.

By-Law 13. Storage of Inflammable Liquids and Other Substances and Materials

1. An Owner or Occupier of a lot must not, except with the prior written approval of the 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.
3. Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

By-Law 14. Changes to Flooring Coverings

1. An owner or occupier of a lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.
2. All new flooring in the Building must satisfy one or both of the following:
 - (a) it must have at least a 4-star AAAC impact rating for floors, being the rating set by the Association of the Australian Acoustical Consultants; or
 - (b) the flooring must result in or satisfy an L'nT,w rating of 50 or less.
3. This by-law does not affect any requirement under any law to obtain a consent to, approval for, or any other authorisation for the changing of the floor covering or surface concerned.
4. By-law 2 applies to all floor coverings and this by-law is subject to by-law 2.

By-Law 15. Floor Coverings

1. An owner of a lot must ensure that all floor space within the lot:
 - (a) is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot; and
 - (b) complies with by-law 14.2.
2. This by-law and by-law 14 do not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

By-Law 16. Garbage Disposal

1. An Owner or Occupier of a residential lot;
 - a. must ensure that before refuse, recyclable material or waste is placed in the receptacles it is, in the case of refuse, securely wrapped or, in the case of tins or other containers, completely drained, or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines;
 - b. must promptly remove any thing which the Owner, Occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled;

- c. must ensure the waste material is kept in the allocated storage area and kept in a clean and safe state at all times in accordance with the conditions of Council consent;
 - d. must have adequate and hygienic waste sterile, disposal and collection arrangements and for ensuring the waste storage area is appropriately maintained and kept in a clean and safe state at all times; and
 - e. must ensure that receptacles for the removal of waste, recycling are put out for collection the day prior to the collection and returned the following day.
2. This by-law does not require an Owner or Occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

By-Law 17. Keeping of Animals

1. Subject to Section 139 (5) of the Act an Owner or Occupier of a residential lot must not, without the prior written approval of the Owners Corporation, keep any animal (except a cat, a small dog or a small caged bird, or fish kept in a secure aquarium on the lot) on the lot or the Common Property.
2. If an Owner or Occupier of a lot keeps a cat, small dog or small caged bird on the lot then the Owner or Occupier of a lot must:
 - a. notify the Owners Corporation that the animal is being kept on the lot;
 - b. keep the animal within the lot;
 - c. carry the animal when it is on Common Property;
 - d. take such action as may be necessary to clean all areas of the lot or the Common Property that are soiled by the animal; and
 - e. ensure the animal does not cause disturbance to other residents.
3. An Owner or Occupier may not in any event keep on a Lot more than one of any of a cat, small dog or small caged bird, except with the Corporation's prior written consent.

By-Law 18. Appearance of Lot

1. The Owner or Occupier of a lot must not, except with 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. Notwithstanding clause 1, an Owner or Occupier of a lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the lot.

3. This By-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in by-law 11.
4. The Owner or Occupier of lot must maintain the planter boxes annexed to their lot. In the event that the planter areas are not maintained to a standard in keeping with that of others lots the Owners Corporation may maintain the planter area, with reasonable costs incurred in maintaining the area, charged to the Owner or Occupier of such lot.
5. The Owner or Occupier of a lot must ensure that all window and door dressings shall be of light neutral tones and where with a pattern, such that the pattern is also of light neutral tones and not obtrusive.
6. The Owner or Occupier of a lot must ensure that Barbeques on balconies and/or courtyards are kept covered when not in use.
7. All furniture on balconies must be unobtrusive and in keeping with the aesthetics of the building.
8. No items (other than motor vehicles) are to be placed or stored in a lot's car space except in a storage container which has been approved by the strata committee.

By-Law 19. Preservation of Fire Safety

The Owner or Occupier of a lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the lot or Common Property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or Common Property.

By-Law 20. Prevention of Hazards

The Owner or Occupier of a lot must not do anything or permit any invitees of the Owner or Occupier to do anything on the lot or Common Property that is likely to create a hazard or danger to the Owner or Occupier of another lot or any person lawfully using the Common Property.

By-Law 21. Compliance with Planning and Other Requirements

1. The Owner or Occupier of a lot must ensure that their lot is not used for any purpose that is prohibited by law or that requires approval or authorisation of an authority including the local council or under any law, without that approval or authorisation.
2. Every Owner and Occupier must ensure that their lot is only used as a permanent dwelling or domicile unless that lot can lawfully be used for another purpose, or unless the relevant Owner or Occupier obtains Council approval to use their lot for another purpose, in which the lot may be used for that other purpose.
3. No Owner or Occupier may use their lot, or allow their lot to be used, for unlawful short term accommodation.
4. Every Owner and Occupier must take all reasonable steps to ensure that their lot is not used for unlawful short term accommodation.
5. You must ensure that your lot is not advertised or promoted including on Airbnb or any similar website for any use which is prohibited by this by-law
6. You must ensure that your apartment is not occupied by more than the maximum number of persons.
7. You must not:
 - (a) alter the layout of your apartment; or
 - (b) carry out any alterations or additions to your apartment,so as to allow your apartment to be occupied by more than the maximum number of persons, or to create additional bedrooms.
8. In this by-law:

“maximum number of persons” means up to two persons per bedroom;

“permissible short term accommodation” means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is permissible with the consent of the Council under the LEP;

“prohibited short term accommodation” means occupation of a lot by one or more persons temporarily, or for a period of less than three months, on a commercial basis that is prohibited under the LEP;

“unlawful short term accommodation” means permissible short term accommodation without the consent of the Council and prohibited short term accommodation.

By-Law 22. Insurance Premiums

An Owner or Occupier must not, without the prior written approval of the Owners Corporation, do or permit anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

By-Law 23. Services and Equipment

1. This by-law may only be amended by special resolution and with the written consent of the Owner of each lot.
2. On the conditions set out in this by-law, the Owner of each lot shall have exclusive use and special privilege over;
 - air-conditioning systems exclusively servicing the lot,
 - ventilation system/s exclusively servicing the lot,
 - hot water systems which exclusively service the lot,
 - tempering valves (isolation valves),
 - exhaust fans,
 - window locks and (to the extent permitted) child safety devices,
 - balcony doors (including frame, rollers, locks and glass),
 - door closers which exclusively services the lot,
 - lot doors (excluding the front door) which exclusively service the lot,
 - smoke detectors installed within the lot,
 - garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
 - bathroom and kitchen tiles in the internal part of a lot (for example on a bathroom's floor or wall).
3. Each Owner must:
 - a. at the cost of the Owner maintain, repair and, where necessary, replace;
 - air-conditioning systems exclusively servicing the lot,
 - ventilation system/s exclusively servicing the lot,
 - hot water systems which exclusively service the lot,
 - tempering valves (isolation valves),
 - exhaust fans,
 - window locks and (to the extent permitted) child safety devices,
 - balcony doors (including frame, rollers, locks and glass),

- door closers which exclusively services the lot,
 - lot doors (excluding the front door) which exclusively service the lot,
 - smoke detectors installed within the lot,
 - garage doors and/or motors which exclusively service the lot, if shared, cost is to be split evenly between lots (if installed),
 - bathroom and kitchen tiles in the internal part of a lot (for example on a bathroom's floor or wall).
- b. use contractors that hold the necessary insurances (i.e. Public Liability) and hold a current license (if required) as approved by the Owners Corporation;
- c. repair damage caused to Common Property caused by exercising rights under this by-law; and
- d. indemnify the Owners Corporation and the Owners and Occupiers of other lots against all claims and liability caused by exercising rights under this by-law.
4. Air conditioning motors (other motors) servicing each lot form part of the lot that they service. Owners and occupiers of each unit, upon receipt of sufficient notice, shall allow reasonable access for service, maintenance and or replacement of any air conditioning motor (other motors).
5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

By-Law 24. Locks

1. On the conditions set out in this by-law, the Owner of each lot shall have exclusive use and special privilege over locks, hinges and any other security devices installed in the unit entry doors, sliding balcony doors, garage door (if installed) and so much of the Common Property as is necessary adjacent to the boundary of their respective lots (**Locks**).
2. Owners and Occupiers must maintain, renew, replace and repair the Locks.
3. All Locks maintained, renewed, replaced or repaired under this by-law must, where applicable:
 - a. comply with all fire safety laws and any other requirements relating to fire safety as determined by the Owners Corporation or other Authority; and
 - b. be installed in a competent and proper manner and must have an appearance after installation in keeping with the appearance of the rest of the building.
4. Owners and Occupiers will be liable for any damage caused to any part of the Common Property as a result of the activities carried out and contemplated in this by-law and will make good that damage immediately after it has occurred.

5. Owners are responsible for maintenance contractors or tradespersons when on site with respect to damage caused by them and the Owner or his Occupier must supervise such contractors and tradespersons with respect to works related to his lot.

By-Law 25. Noticeboard

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

By-Law 26. Building Works and Alterations

1. For the purposes of section 110 of the Act, in addition to the work described in section 110(3) of the Act, all work is deemed to be a minor renovation for the purposes of section 110 of the Act other than the work excluded by section 110(7) of the Act.
2. In accordance with section 110(6)(b) of the Act, the Owners Corporation may, and by virtue of this by-law does, delegate its functions under section 110 of the Act to the strata committee.

By-Law 27. Integrity of Fire Safety Systems

1. An Owner or Occupier must not;
 - a. interfere with or damage any fire safety device; or
 - b. activate a fire safety device other than in the case of a hazard or danger to the Parcel of any persons on the Parcel or in the case of an emergency.
2. An Owner or Occupier must;
 - a. immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device.
 - b. immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel.
 - c. notify the Owners Corporation of a risk of fire or other hazard within the Parcel.
 - d. subject to receiving notice under by-law 27 sub-clause 3 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
3. If an Owner or Occupier of a lot breaches this by-law, including 1(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. In this clause *False Fire Alarm Fee* means the prescribed fee charged by Fire and Rescue NSW to the owners

corporation in accordance with section 42(1) of the *Fire Brigades Act 1989* and clause 47 of the *Fire Brigades Regulation 2014* (or any subsequent corresponding legislation).

4. Notwithstanding the provisions of this by-law, an Owner of Occupier remains responsible to keep and maintain smoke detectors within that person's Lot in good and serviceable order.

By-Law 28. Service of Documents on Owner of lot by Owners Corporation

A document can be served on the owner of a lot by electronic means if the person has given the Owners Corporation an email address for the service of notices and the document is sent to that address.

By-Law 29. No Smoking

1. In this by-law:

“**Common Property**” means the common property for the Strata Scheme.

“**External Areas**” means any external parts of a Lot or external areas forming part of a Lot, including a courtyard, garden area, patio, balcony, verandah, terrace or deck.

“**Lot**” means all lots within the Strata Scheme.

“**Occupier**” means an Occupier of a Lot within the Strata Scheme and includes, without limiting the generality of the foregoing, lessees and licensees.

“**Owner**” means the owner of a Lot and that owner's successors in title.

“**Strata Scheme**” means the Strata Scheme in respect of which this by-law applies.

2. An Owner or Occupier of a Lot must not smoke or allow smoking on or within the Common Property or on any External Areas. For clarity, this means that an Owner or Occupier of a Lot may only smoke or allow smoking within the internal part of their Lot, with all external doors (separating the Lot from Common Property or an External Area) closed.
3. In addition to clause 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.
4. Without limiting clause 2, each Owner and each Occupier must not allow any invitee to their Lot to smoke on or within the Common Property or on any External Areas.

By-Law 30. Signage

1. The following definitions apply for the purposes of this by-law:
 - (a) **Approved Signage** means Signage that:
 - is approved by the by the Council if required to be approved by the Council;
 - is designed by a professional signage consultant with appropriate experience;
 - is not on the internal or external surface of the glazed frontage of the Commercial Lot;
 - is not a flat box sign, and
 - is not offensive.
 - (b) **Awning** means an awning erected over the outside area, or part thereof, of the Commercial Lot.
 - (c) **“Commercial/Retail Lot”** means the commercial/Retail lots, being those approved for commercial use under the development approval permitting this strata scheme.
 - (d) **“Council”** means the local Council for the strata scheme.
 - (e) **“lot owner”** means the owner or owners of the relevant Commercial Lot.
 - (f) **Signage** means any Approved Signage located in the Commercial/Retail Lot or on the Awning that may be visible by the public from outside the Commercial/Retail Lot or visible from any other Lot.
2. On the conditions set out in this by-law a lot owner or occupier of a Commercial/Retail Lot may, at the owner or occupiers expense, erect Signage. The installation of any Signage must only be within the Commercial/Retail Lot or on or above the first floor, or in a window, or in such other place or places approved in writing by the owners corporation (acting reasonably). The lot owner or occupier of the Commercial/Retail Lot shall have the right to the exclusive use and enjoyment of such part of the common property that comprises the Awning. Signage in another part of the Scheme will require a separate by-law and approval, which cannot be unreasonably withheld. The Owners Corporation cannot unreasonably refuse to sign any application to a local council for approval of Signage.
3. In installing the Signage, the lot owner or occupier must ensure as far as is practicable that:
 - (a) the installation of the Signage is carried out in a good and workmanlike manner by licensed contractors in compliance with any relevant provisions of the Building Code of Australia or any code or standard replacing that code;

- (b) if applicable, the Signage is installed substantially in accordance with the specifications and plans submitted to the Council for approval in accordance with the provisions of this by-law;
 - (c) reasonable precautions are taken to protect areas outside the Commercial/Retail Lot from damage by the installation of the Signage;
 - (d) all construction materials, equipment, debris and other material associated with the installation of the Signage are transported across common property in the manner reasonably directed by the owners corporation; and
 - (e) the installation of the Signage does not interfere with or damage the common property or interfere with or damage the property of any lot owner otherwise than as approved in this by-law and, in the event of any damage being caused, must take all such steps as are necessary to rectify that damage within a reasonable time after it has occurred.
4. On completion of the installation of the Signage the lot owner or occupier must:
- (a) ensure that the contractor installing the Signage removes from the strata scheme all debris resulting from or associated with the installation of the Signage as soon as practicable; and
 - (b) if the approval of the Council is required in order to install the Signage, provide the owners corporation with a copy of a certificate from the Council certifying that the installation of the Signage complies with any conditions of any requisite approval of the Council;
5. Each lot owner or occupier is responsible for the ongoing maintenance and repair of the Signage that serves that Commercial/Retail Lot. Each lot owner or occupier shall ensure that the Signage that serves that Commercial/Retail Lot is kept clean and well maintained at all times. All maintenance and repair works to the Signage must be carried out by licensed and qualified tradespersons in a good and proper manner using materials that are suitable for the works.
6. All works that are carried out are to be carried out on the condition that the lot owner and or occupier indemnifies the owners corporation against any loss, damage, injury or claim, however occasioned, arising out of the carrying out of the works.
7. The owners corporation is responsible for the ongoing repair and maintenance of the Awning but not the Signage.
8. The lot owner and or occupier of a Commercial/Retail Lot shall allow reasonable access to the owners corporation, or any person authorised by it, over the Commercial Lot to enable the repair, maintenance and replacement of the Awning.
9. The lot owner and or occupier is liable for, and must indemnify the owners corporation against, any damage caused to any part of the common property or any other lot in the strata scheme as a result of the installation of the Signage whenever that damage may occur.

10. The installation of the Signage must be undertaken at the cost of the owner.
11. If the lot owner or occupier installs or keeps Signage in breach of this by-law the owners corporation may give notice requiring the lot owner and or occupier to remove the Signage and effect any repairs to the common property and Awning as soon as practicable, so as to render it as nearly as possible in the same condition before modifications were made for the installation of the Signage.
12. If notice is served under the preceding paragraph and the lot owner and or occupier has failed to comply with that notice within 28 days of that notice being served on the lot owner and or occupier, then the owners corporation may take such actions as is necessary to rectify the default including the obtaining of orders under the Act and the lot owner acknowledges that the owners corporation is entitled to do so.
13. Should the lot owner or occupier remove the Signage at any time (or owners corporation remove the Signage in accordance with this by-law), the lot owner and or occupier shall repair any damage caused to the common property and or Awning and restore the common property and or Awning to a standard equivalent to the condition of the remainder of the building.
14. If the owners corporation forms the view that a lot owner has not complied with this any part of this by-law, the owners corporation may send written notice to the owner specifying the non-compliance and requiring that the breach be remedied by a specific date. If the breach is not rectified within the time set by the owners corporation, the owners corporation may (but is not obliged to) by its servants, agents and contractors carry out anything necessary to remedy the breach by the lot owner and or occupier and recover the cost of taking any steps to remedy the breach from the lot owner as a debt due and payable to the owners corporation

By-Law 31. Grease Arrestor

1. The following definitions apply for the purposes of this by-law:
 - (a) “**Authority**” means any federal, state or local government, semi government, quasi government or other body or authority statutory or otherwise including but not limited to any court or tribunal.
 - (b) “**Commercial Lot/Retail Lot**” means the commercial/retail lots in the strata scheme, being those lots approved and used for commercial or retail purposes.
 - (c) “**grease arrester system**” means the grease arrester system installed by the original owner at the time of construction of the building that serves each Commercial/Retail Lot and includes all fittings and fixtures whether located in a Commercial/Retail Lot or on common property.
 - (d) “**lot owner**” means the owner or owners of the relevant Commercial/Retail Lot.
2. On the conditions set out in this by-law a lot owner or occupier of a Commercial/Retail Lot shall, at the owner and or occupiers expense, have the special privilege to connect to and use the grease arrester system.

3. The lot owners and or occupiers of a Commercial/Retail Lot that wish to connect to and use the grease arrester system must, at the lot owners cost:
 - (a) comply with any requirements and notices of the Authorities and the owners corporation in connection with the grease arrester system;
 - (b) reimburse the owners corporation for any costs, fees or expenses incurred by the owners corporation in respect of anything related to the grease arrester system, but not the replacement of the grease arrester system. Costs fees or expenses include but are not limited to maintenance costs, service provider charges, rates, charges and additional insurance premiums or increased insurance premiums paid or payable by the owners corporation on any insurance policy effected in connection with the building as a result of the exercise of the rights in this by-law;
 - (c) indemnify the owners corporation and keep the owners corporation indemnified against all claims and liability incurred by the owners corporation as a result of the exercise of the rights created by this by-law or as a result of carrying out any obligation imposed by this by-law; and
 - (d) release the owners corporation from any liability incurred by the lot owner and or occupier as a result of the exercise of the rights created by this by-law or as a result of carrying out any obligation imposed by this by-law, including but not limited to replacing or renewing the grease arrester system when it is in need of replacement or renewal.
4. The owners corporation may enter into and have current at all times a service agreement with a reputable and qualified grease arrester serviceman/contractor, requiring the servicemen/contractor to keep maintained, regularly serviced, regularly emptied, repaired and in good working order the grease arrester system at all times and to service same no less than once each month at the lot owners cost.
5. All maintenance and repair works to the grease arrester system must be arranged by the owners corporation and carried out by licensed and qualified tradespersons in a good and proper manner using materials that are suitable for the works.
6. All works that are carried out are to be carried out on the condition that the lot owner of a Commercial/Retail Lot connected to the grease arrester system indemnifies the owners corporation against any loss, damage, injury or claim, however occasioned, arising out of the carrying out of the works.
7. In the event that the grease arrester system requires replacement, the owners corporation must arrange to replace the grease arrester system.
8. Any costs or expenses payable by the lot owners (whether incurred directly by the lot owners or the owners corporation) pursuant to this by-law must be shared on a proportionate basis between the lot owners with a Commercial/Retail Lot that is connected to the grease arrester system according to their respective unit entitlement.

9. If the owners corporation forms the view that a lot owner has not complied with this by-law, the owners corporation may send written notice to the lot owner specifying the non-compliance and requiring that the breach be remedied by a specific date.
10. If the breach is not rectified within the time set by the owners corporation, the owners corporation may (but is not obliged to) by its servants, agents and contractors carry out such repairs and maintenance as are necessary and recover the cost of the works from the lot owner as a debt due and payable by the lot owner to the owners corporation.

By-Law 32. Registration of Dealing

1. If there is a development consent condition allowing registration of a dealing (such as a section 88B Instrument) after registration of the strata plan, or if this is otherwise permitted by council or the private certifying authority as part of the development or registration process, then the Owners Corporation must upon demand sign under seal any such dealing, and produce its certificate of title to permit registration of that dealing.

By-Law 33. Commercial/Retail Garbage Disposal

1. An Owner or Occupier of a commercial or retail lot must ensure that they properly dispose of the refuse, recyclable material and waste associated with their business at their cost, and that such refuse, recyclable material and waste is not left on Common Property at any time.

By-Law 34. Air Conditioner

1. Introduction

The purpose of this by-law is to permit the owner of a lot to install an air conditioner, subject to the terms of this by-law.

2. Authorisation and Conditions of Work

2.1 The owners corporation:

2.1.1 specifically authorises and grants a special privilege to the owner to carry out the Works; and

2.1.2 grants to the owner exclusive use of such of the common property as is reasonably required to keep and use the Works.

2.2 Prior to commencing any Works, the owner must:

2.2.1 give at least 14 days' notice; and

- 2.2.2 provide to the owners corporation the name and licence number of each contractor used and evidence that they have appropriate insurance.
- 2.3 During any Works, the owner must:
- 2.3.1 cause as little disruption as possible to other occupants of the strata scheme;
 - 2.3.2 only work between the hours of 7am to 5pm Monday to Friday and only use noisy equipment between 10am and 3pm Monday to Friday, and in both cases not work on weekends or public holidays;
 - 2.3.3 not store any items on common property; and
 - 2.3.4 comply with any reasonable directions of the owners corporation including in relation to removal of debris, vehicular access, transportation of materials and protection of the building.
- 2.4 The owner must properly maintain and keep in a state of good and serviceable repair the Works, including all common property forming part of or altered by the Works.
- 2.5 The owner indemnifies the owners corporation in respect of any loss, damage, injury or cost, to the extent it is caused by or arising out of their Works.
- 2.6 The owner must at his or her cost:
- 2.6.1 promptly make good any damage to the common property or any other lot in the strata scheme caused by or arising out of the Works; and
 - 2.6.2 ensure that:
 - (a) the Works do not create noise likely to interfere unreasonably with the peaceful enjoyment of the occupier of another lot;
 - (b) any holes or penetrations are at all times adequately sealed and waterproofed; and
 - (c) the Works have sufficient fittings to ensure any condensation or other water runoff does not enter any other lot or the common property.

2.7 The owners corporation specially resolves in accordance with section 106(3) of the Act that:

2.7.1 it is inappropriate to maintain, renew, replace or repair the Works; and

2.7.2 its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

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

If an owner breaches this by-law and fails to rectify the breach within 30 days of service of a notice of breach, then the owners corporation may:

3.1 rectify the breach;

3.2 access the owner's lot at reasonable times and on reasonable notice in order to rectify the breach; and

3.3 recover from the owner as a liquidated debt and on an indemnity basis the cost of rectifying the breach and the expenses of recovering those costs.

4. Interpretation

In this by-law:

4.1 *Act* means the *Strata Schemes Management Act 2015*.

4.2 *lot* means lot in the strata scheme;

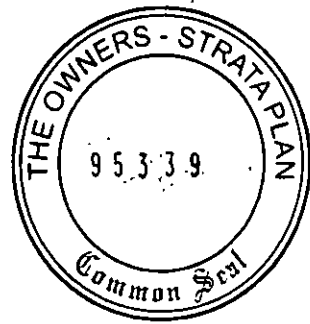
4.3 *owner* means the owner of the lot for the time being;

4.4 *Works* means the installation of a split system air conditioner to service the inside of the lot, with the motor on the lot's balcony, including installing pipes, wires and conduits through the common property wall separating the balcony from the inside of the lot;

4.5 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;

4.6 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; and

4.7 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.



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 95339 was affixed on ^ 7/3/18 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: [Signature] Name: John Sarraf Authority: Strata Manager
Signature: Name: Authority:

^ Insert appropriate date
* Strike through if inapplicable.

24/24 - [Signature]

59453591:50977

SAI Global Property
PO Box 447
SOUTHBANK VIC 3205

PLANNING CERTIFICATE

Section 10.7 of the Environmental Planning and Assessment Act, 1979.

Certificate No: 20194904
30 October 2019

Land which Certificate is issued for:

Strata Plan 95339

10 French Avenue, BANKSTOWN NSW 2200

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

Land which Certificate is issued for:

Strata Plan 95339

10 French Avenue, BANKSTOWN NSW 2200

**PART 1:
ENVIRONMENTAL PLANNING INSTRUMENTS**

1.1 Principal Environmental Planning Instrument

Bankstown Local Environmental Plan 2015

Date effective from

5 March 2015

Land Use Zone

ZONE B4 MIXED USE

1. Permitted without consent

Nil

2. Permitted with consent

Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Hotel or motel accommodation; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Residential flat buildings; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 1 or 3

3. Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; 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; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Pond-based aquaculture; Port facilities; Residential accommodation; Resource recovery facilities; Rural industries; Sewage treatment plants; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse and distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Wharf or boating facilities; Wholesale supplies

1.2 State Environmental Planning Policies

Note:

The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning (DoP) website at www.planning.nsw.gov.au. The full wording of each SEPP can also be accessed via the DoP website.

State Environmental Planning Policies:

No. 19 - Bushland in Urban Areas

No. 21 - Caravan Parks

No. 33 - Hazardous and Offensive Development

No. 50 - Canal Estates

No. 55 - Remediation of Land

No. 64 - Advertising and Signage

No. 65 - Design Quality of Residential Apartment Development

State Environmental Planning Policy - (Housing for Seniors or People with a Disability) 2004

State Environmental Planning Policy - Building Sustainability Index: BASIX 2004

State Environmental Planning Policy - (Mining, Petroleum Production and Extractive Industries) 2007

State Environmental Planning Policy - (Infrastructure) 2007

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

State Environmental Planning Policy (Affordable Rental Housing) 2009

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

State Environmental Planning Policy (Coastal Management) 2018

State Environmental Planning Policy (Primary Production and Rural Development) 2019

Greater Metropolitan Regional Environmental Plan

Georges River Catchment

Aims to protect the water quality of the Georges River and its tributaries and the environmental quality of the whole catchment. The objectives of the plan are to be achieved through coordinated land use planning and development control. The plan establishes the framework within which local, State and Federal agencies will consult so that there is a consistent approach to planning and development within the catchment.

Proposed State Environmental Planning Policies:

Not applicable

- 1.3 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act**
Not applicable.

1.4 Development Control Plans.

BANKSTOWN DEVELOPMENT CONTROL PLAN 2015

Contains detailed design guidelines and development standards for development in the former Bankstown City.

1.5 Contribution Plans.

BANKSTOWN DEVELOPMENT CONTRIBUTIONS PLAN 2009

Development Contributions Plan prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2000.

PART 2: RESTRICTIONS ON DEVELOPMENT

2.1 **Heritage**

Not applicable.

2.2 **Mine Subsidence**

The subject land is not within a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act, 1961.

2.3 **Road Widening and Road Realignment**

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument;

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council.

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

2.4 **Council and Other Public Authority Policies on Hazard Risk Restrictions**

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

- **Land Slip**

The land is not affected by a policy restriction relating to landslip

- **Bushfire**

Not applicable

- **Tidal Inundation**

The land is not affected by a policy restriction relating to tidal inundation

- **Subsidence**

The land is not affected by a policy restriction relating to subsidence

- **Acid Sulfate Soils**

The land is not affected by a policy restriction relating to acid sulfate soils.

- **Unhealthy Building Land**

The land is not affected by a policy restriction relating to Unhealthy Building Land.

- **Any Other Risk**

Not applicable.

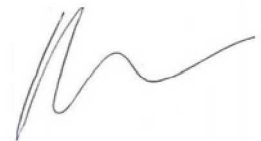
- 2.5 Flooding**
Development on the land, or part of the land, for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to any flood related development controls.
- Development on the land, or part of the land, for any other purpose is not subject to flood related development controls.
- 2.6 Matters arising under the Contaminated Land Management Act, 1997.**
Not applicable.
- 2.7 Land Reserved For Acquisition**
There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 27 of the Act.
- 2.8 Property Vegetation Plans**
Not applicable
- 2.9 Orders under Trees (Disputes Between Neighbours) Act 2006**
Not applicable
- 2.10 Directions under Part 3A**
Not applicable
- 2.11 Site Compatibility Certificates and Conditions for Seniors Housing**
Not applicable
- 2.12 Site Compatibility Certificates for Infrastructure**
Not applicable
- 2.13 Site Compatibility Certificates and Conditions for Affordable Rental Housing**
Not applicable
- 2.14 Certain Information Relating to Beaches and Coasts**
Not applicable
- 2.15 Annual charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works**
Not applicable
- 2.16 Biodiversity Certified Land**
Not applicable
- 2.17 Paper Subdivision Information**
Not applicable
- 2.18 Site Verification Certificates**
Not applicable
- 2.19 Loose-Fill Asbestos Ceiling Insulation**
Not applicable
- 2.20 Affected Building Notices and Building Product Rectification Orders**
Not applicable

2.21 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 (c) and (d) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land. Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.

Housing Code (if in a residential zone)	Yes
Rural Housing Code (if in a rural residential zone)	Not applicable
Housing Alterations Code	Yes
General Development Code	Yes
Commercial and Industrial (New Buildings and Additions) Code	Yes
Commercial and Industrial Alterations Code	Yes
Container Recycling Facilities Code	Yes
Demolition Code	Yes
Subdivision Code	Yes
Fire Safety Code	Yes

Important Disclaimer: This clause of the Certificate only contains information in respect of that required by clause 3 of Schedule 4 of the Environmental Planning and Assessment Regulation 2000, in relation to Complying Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued under the provisions of the SEPP is invalid.



**MITCHELL NOBLE
MANAGER SPATIAL PLANNING**

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF BANKSTOWN SUBURB OF Bankstown

SSD 302575

INDICATES - DRAINAGE FITTINGS

■	Manhole	⊠ P	P. Trap
□ Chr	Chamber	■ R	Reflux Valve
● LH	Lamphole	⊖	Cleaning Eye
⊗	Boundary Trap	⊙ Vert	Vertical Pipe
⊕	Inspection Shaft	IP	Induct Pipe
■ Pit	Pit	MF	Mica Flap
EG	Grease Interceptor	● RP	Rodding Point
⊠	Gully	↘	Sloped Junction
⊙ TMS	Terminal Maint. Shaft	○	Vertical Junction
⊙ MS	Maintenance Shaft	←	On back Junction

SYMBOLS AND ABBREVIATIONS

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	Bld	Bidet
○ V	Vent Pipe	S	Shower
T	Tubs	DW	Dishwasher
K	Kitchen Sink	F	Floor Wasts
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

○ SVP	Soil Vent Pipe	○ WS	Waste Stack
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ELEC.

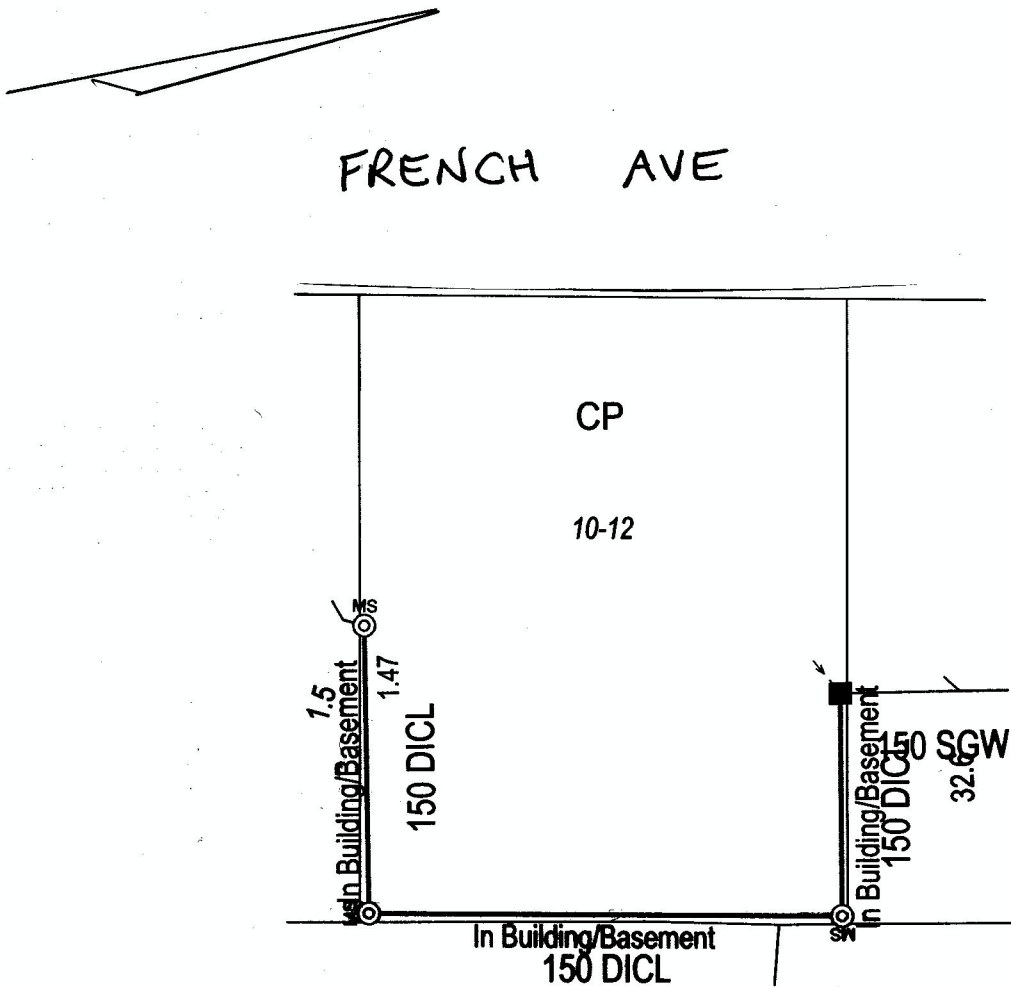
---E---	ELEC.
⊕	Pump Unit
⊗	Boundary Valve
⊗ PRV	Boundary Valve with PRV
⊠	Alarm Control Panel
⊗	LP Stop Valve
▷	LP Air Valve
+	LP Reducer
⊕	HSV Flow Monitor
⊕	Vacuum Chamber
● FP	Flushing Point

Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres Boundary Trap **NO**

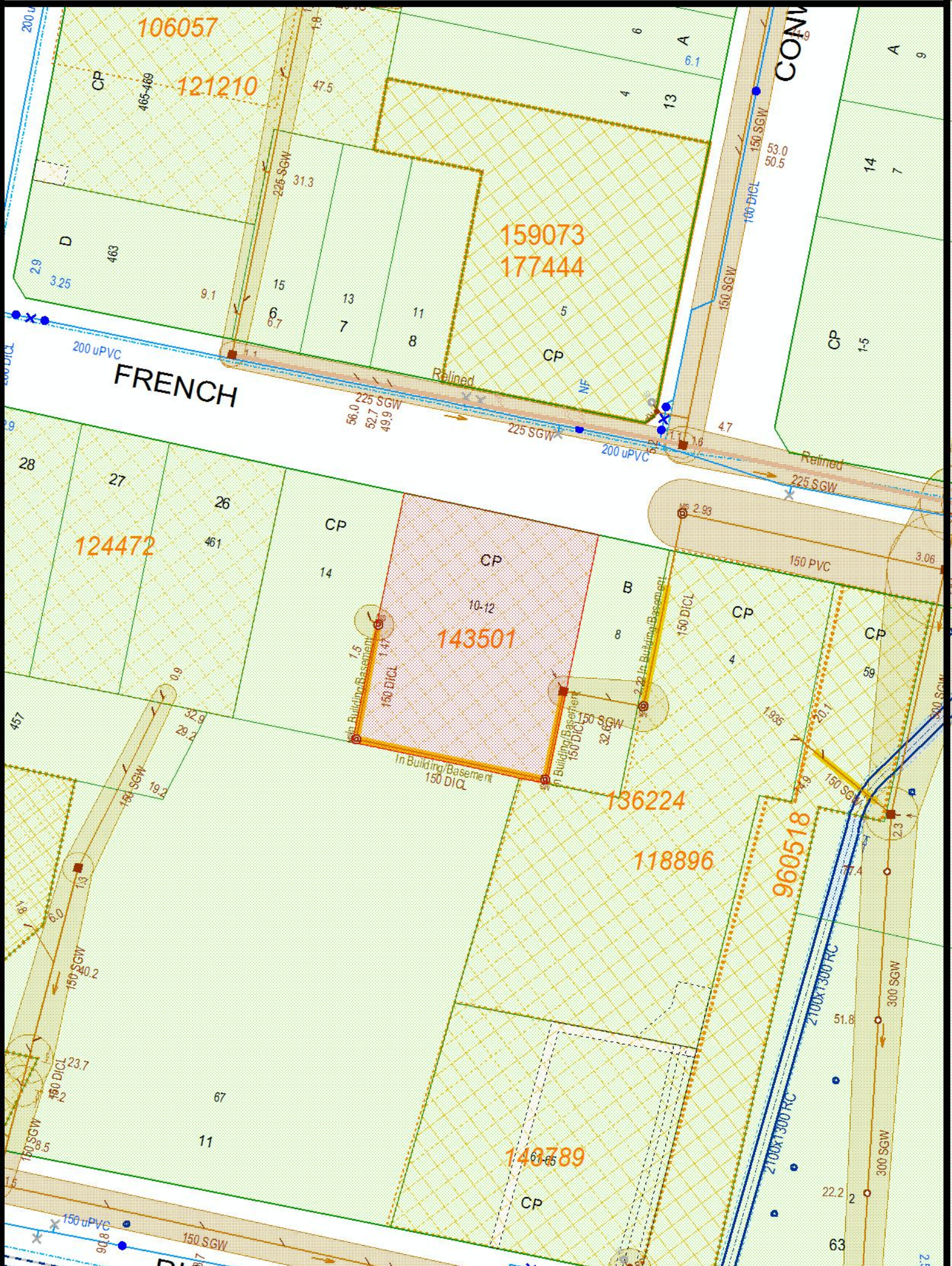
SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).



Connection Date:



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.