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Contract for the sale and purchase of land 2022 edition

| TERM | MEANING OF TERM | NSW DAN: |
|--|---|--|
| vendor's agent | McGrath Strathfield | Phone Fax Ref David Pisano davidpisano@mcgrath.com.au |
| co-agent vendor | HAZJ PTY LTD | |
| vendor's solicitor | Sparke Helmore Level 29 25 Martin Place Sydney NSW 2000 | Phone +61 2 9260 2642 Fax +61 2 9373 3599 Ref ALA009-00063 Email ana.konitsas@sparke.com.au |
| date for completion | 42nd | day after the contract date (clause 15) |
| land (address, plan details and title reference) | Retail Lot 1,2 and 3 /23-25 Churchill Ave Strathfield Lot 1 in SP96307, Lot 59 in SP104970 and Lot 58 in SP104970 Being folio identifier 1/SP96307, 59/SP104970 and 58/SP104970 | |
| improvements | <input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Retail lots | |
| attached copies | <input type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents: | |

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

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

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

buyer's agent:

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

SIGNING PAGE

Vendor:

Executed by **HAZJ PTY LTD** in)
accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)
)
)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Print name of Director

.....
Print name of Director/Secretary

Purchaser:

Signed, sealed and delivered by)
in the presence of:)
)

.....
Signature of Witness

.....
Signature of

.....
Print name of Witness

Signed, sealed and delivered by)
in the presence of:)
)

.....
Signature of Witness

.....
Signature of

.....
Print name of Witness

Choices

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

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

Manual transaction (clause 30) NO yes
(if yes, vendor must provide further details, including any applicable exception, in the space below:

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

Land tax is adjustable NO yes
GST: Taxable supply NO yes in full yes to an extent
Margin scheme will be used in making the taxable supply NO yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

| | |
|--|---|
| <p>General</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input checked="" type="checkbox"/> 24 land tax certificate <p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance | <p>Strata or community title (clause 23 of the contract)</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract <p>Other</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> 60 |
|--|---|

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

Ikon Strata

154 Beamish Street

CAMPSIE NSW 2194

info@ikonstrata.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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| <p>APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services</p> | <p>NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority</p> |
|---|--|

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

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

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

| | |
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| 1.1 | In this contract, these terms (in any form) mean – |
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>authorised Subscriber</i> | a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>completion time</i> | the time of day at which completion is to occur; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>deposit-bond</i> | a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>manual transaction</i> | a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; |

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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Special Conditions

33 Conditions to prevail

The parties agree that in the case of any inconsistency the terms and conditions from clause 34 onwards will prevail.

34 Amendments

The terms of clauses 1 to 32 are amended as follows:

- (a) Clause 1 definition of 'depositholder' is amended by replacing the words 'buyer's agent' with 'the purchaser's solicitor';
- (b) Clause 1 definition of 'deposit-bond' is deleted entirely and replaced to read as follows 'a deposit bond or guarantee which:
 - (i) is issued or underwritten by a bank or other AAA rated institution);
 - (ii) must not have an expiry date which is less than 30 days after the date for completion;
 - (iii) must refer to the land, the purchaser and this contract;
 - (iv) must be unconditional and irrevocable;
 - (v) must be in favour of the vendor; and
 - (vi) otherwise must be on terms reasonably required by the vendor.';
- (c) Clause 2.6 delete entirely;
- (d) Clause 2.7 delete entirely;
- (e) Clause 2.8 delete entirely;
- (f) Clause 2.9 insert at the end of this clause 'if this contract is completed, and otherwise to the party entitled to the deposit';
- (g) Clause 3 is deleted;
- (h) Clause 4.5 amend '7 days' with '10 business days';
- (i) Clause 4.6 delete entirely;
- (j) Clause 4.13.2 delete entirely;
- (k) Clause 7.1.1 delete entirely;
- (l) Clause 8.1 delete the words 'on reasonable grounds' in the first line of clause 8.1.1 and delete the words 'and those grounds' in the first line of clause 8.1.2;
- (m) Clause 9.3.1 delete the word 'reasonable' appearing at the second bullet point;
- (n) Clause 14.2.1 amend '2' to read '5';
- (o) Clause 16.4 amend by adding the words 'on or' before 'by completion';
- (p) Clause 16.5 as to the second bullet point amend 'payable' to read 'paid' and as to the third bullet point add the word 'paid' at the end;

- (q) Clause 16.6 delete the words 'If any of the deposit is not covered by a deposit-bond,';
- (r) Clause 19 insert the following additional clause:
 '19.3 The purchaser's only remedy for a breach of warranty prescribed by the *Conveyancing (Sale of Land) Regulation 2022* is the remedy prescribed by that regulation';
- (s) Clause 20.6.8 delete entirely;
- (t) Clause 21.4 in the second line delete the words 'the month' and in lieu insert 'that month';
- (u) Clause 23.9.1 amend '1%' to read '5%';
- (v) Clause 23.9.3 delete the words 'or before completion';
- (w) Clause 23.9.4 delete the words 'or before completion';
- (x) Clause 23.10 replace with:
 'At least 5 business days before the date for completion the purchaser must serve on the vendor a completed and signed interest notice addressed to the owners corporation';
- (y) Clause 23.13 delete entirely;
- (z) Clause 23.14 delete entirely;
- (aa) Clause 23.17.1 amend the word 'immediately' to 'promptly';
- (bb) Clause 23.17.2 delete entirely;
- (cc) Clause 24 to 29 are deleted entirely;
- (dd) Clause 30.2 delete and replace with the following:
 'The purchaser must serve the transfer on the vendor duly completed, signed by the purchaser and stamped in registerable form no later than 14 days from the date of this contract.'
- (ee) Clause 30.7 delete the words 'but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.';
- (ff) Clause 30.9 amend '\$2,000' with '\$10';
- (gg) Clause 30.11 delete entirely;

35 Definitions and interpretation

35.1 Definitions

In this contract, unless the context requires otherwise:

Action means make any objection, requisition, Claim for compensation or exercise any right to rescind or terminate this contract or seek to delay Completion.

Building Certificate means a building certificate issued under s 317A of the *Local Government Act 1919*, s 317AE of the *Local Government Act 1919*, s 172 of the *Local Government Act 1993* or ss 6.24, 6.25 and 6.26 of the *Environmental Planning and Assessment Act 1979* (as amended).

Claim includes any claim, demand, suit, proceedings or other legal action.

Completion means completion of this contract.

Contaminant means a solid, liquid, gas, odour, temperature, sound, vibration or radiation of substance that makes or may make the property:

- (a) unfit or unsafe for habitation or occupation by humans or animals;
- (b) degraded in its capacity to support plant life;
- (c) otherwise environmentally degraded; or
- (d) not comply with any Environmental Law.

Contamination means the presence of any Contaminant which any authority has or may require the removal of or in respect of which any restoration, rehabilitation or remediation has or may be required.

Dealing means a mortgage or other interest required to be removed from the title of the property for the vendor.

Discharge means a registrable discharge, surrender or withdrawal of a Dealing.

Disclosure Material means all documents attached to this contract and any documents provided to the purchaser in relation to the property.

Environment has the same meaning as under the *Protection of the Environment Administration Act 1991*.

Environmental Law means any law, regulation, ordinance or directive in connection with the Environment.

Guarantor means the party or parties identified as such on page 1 of this contract, both jointly and severally.

Report means a Survey Report and/or a Building Certificate.

Survey Report means an identification survey report for the property prepared by a surveyor.

35.2 Interpretation

In this contract unless the context requires otherwise:

- (a) the singular includes the plural and vice versa;
- (b) a gender includes the other genders;
- (c) headings are used for convenience only and do not affect the interpretation of this contract;
- (d) a reference to a document includes the document as modified from time to time and any document replacing it;
- (e) **person** includes a natural person and any body or entity whether incorporated or not;
- (f) **month** means calendar month and **year** means 12 months;
- (g) **in writing** includes any communication sent by letter, facsimile transmission or email;
- (h) **including** and similar expressions are not words of limitation;
- (i) money amounts are stated in Australian currency unless otherwise specified; and
- (j) a reference to any agency or body, if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or functions removed (**defunct**

body), means the agency or body which performs most closely the functions of the defunct body.

36 Real estate agent

The purchaser warrants that the purchaser was not introduced to the vendor or the property by any real estate agent other than the vendor's agent, if any, named on the front page of this contract. The purchaser agrees to indemnify the vendor against any claim for commission (including the vendor's costs of defending any Claim) arising out of a breach of this warranty.

37 FIRB

37.1 *Warranty*

The purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975* (Cth) do not apply to the purchaser or to this purchase.

37.2 *Indemnity*

In the event of breach of the warranty in clause 37.1, the purchaser will indemnify the vendor against any penalties, fines, legal costs, Claims, loss or damage suffered by the vendor in connection with that breach.

38 Fittings, plant and equipment

38.1 *Inclusions*

The purchaser acknowledges that any fittings or chattels on the land not noted as an inclusion on page 1 is not included as part of this sale.

38.2 *State of repair*

To the extent that this sale includes any fixtures, fittings or chattels, the vendor does not warrant the state of repair or condition of any fixtures, fittings or chattels or that they are in working order. The fixtures, fittings and chattels are sold on a '*walk in, walk out*' basis and must be accepted by the purchaser as they stand and with all defects and defaults as at the contract date together with damage caused by fair wear and tear.

38.3 *After date of contract*

The purchaser agrees that the vendor is not liable for and releases the vendor from liability or loss, costs, charges or expenses incurred in connection with damage, mechanical breakdown or due to fair wear and tear of any fixtures, fittings or chattels included in the sale which occur after the contract date except damage caused by the negligence of the vendor after the date of contract.

38.4 *No formal delivery*

The vendor need not give formal delivery of title of any fixtures, fittings or chattels included in the sale but must leave them on the property on Completion.

38.5 *Abandoned fittings and chattels*

The parties agree that any fittings or chattels not otherwise considered by this contract remaining on the property on Completion shall be deemed abandoned by the vendor and all legal title shall pass to the purchaser.

39 Property matters

39.1 *Property sold in present condition*

- (a) Subject to s 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2022* (NSW), the property and the services to the property, if any, are sold in their present condition and state of repair, subject to reasonable wear and tear and to all faults and defects, both latent or patent and the vendor is not required to make any alteration or repair to them.
- (b) The vendor makes no warranty to the purchaser about the existence, non-existence or otherwise of any Contamination on the property or on any adjoining property and the purchaser has relied on its own enquiries as to the existence or the presence of any Contamination.
- (c) To the maximum extent permitted by law, the purchaser releases the vendor from all Claims and agrees not to make any Claim or take any Action in respect of any Contamination affecting the property or any breach or non-compliance by the vendor of any Environmental Law affecting the property.
- (d) The purchaser agrees that from the contract date it must comply with any work order, notice or order issued by any Authority requiring the vendor or the purchaser to remove, remediate or clean up any Contamination affecting or emanating from the property.
- (e) The Purchaser warrants it will not seek any Building Certificate to be issued and indemnifies the Vendor for any cost, expense, damage or Claim resulting from any breach of this warranty.

39.2 *No Action*

Subject to s 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2022* (NSW), the purchaser must not take any Action in respect of, or by reason of, any of the following matters:

- (a) the state of repair or condition of the property;
- (b) the state of repair, condition or availability of any service to or on the property;
- (c) the presence or location of any sewer, sewer line, manhole or vent on the property;
- (d) any latent or patent defect to the property; or
- (e) any Contamination or other environmental damage to the property.

39.3 *Purchaser warranties*

- (a) The purchaser warrants with the vendor that:
 - (i) the purchaser has inspected or has had adequate opportunity to inspect the property;
 - (ii) the purchaser has relied entirely on its own inspection of, and its own enquiries and due diligence relating to, the property, including:
 - (A) the use to which the property may be put (including any restrictions);
 - (B) any financial return or income derived or to be derived from the property;
 - (C) any services to the property;
 - (D) any improvements on the land;
 - (E) any fixtures, fittings or chattels passing with the land; and

- (F) all other inspections and enquiries which a prudent purchaser would make in respect of the property;
- (iii) the purchaser has inspected or has had adequate opportunity to inspect the Disclosure Material;
- (iv) in entering into this contract and proceeding to Completion neither the vendor nor any person on its behalf has made or given, nor has the purchaser relied on any representation, warranty, promise or forecast including in any marketing material;
- (v) the purchaser has relied entirely on its own enquiries relating to the property;
- (vi) no other statements or representations:
 - (A) have induced or influenced it to enter into this contract or to agree to any or all of its terms;
 - (B) have been relied on by it in any way as being accurate for those purposes; or
 - (C) have been warranted to it as being true.
- (b) The purchaser must not take any Action in respect any matter considered by this clause.

39.4 S 10.7 certificate

- (a) The purchaser acknowledges the vendor's disclosure in the attached planning certificate issued under s 10.7 of the *Environmental Planning and Assessment Act 1979*.
- (b) The purchaser warrants it has satisfied itself in relation to:
 - (i) the manner in which the property is affected by any environmental planning instrument (actual or deemed) under the *Environmental Planning and Assessment Act 1979* (as amended from time to time);
 - (ii) any restriction or prohibition whether statutory or otherwise relating to the zoning of the property or development on the property;
 - (iii) the use to which the property may be put; and
 - (iv) any existing proposals for realignment, widening or siting of a road by any authority.
- (c) The purchaser must not take any Action by reason of any matters set out in this clause.

39.5 Reports

- (a) Subject to s 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2022* (NSW), the purchaser agrees that the vendor is not required to provide the purchaser with a Report for the property and the purchaser must not take any Action on account of any matter or thing that may have been disclosed in any such Report.
- (b) If a Report is attached to this contract, the vendor specifically discloses all matters referred to in that Report. Subject to s 52A of the *Conveyancing Act 1919* (NSW) and the *Conveyancing (Sale of Land) Regulation 2022* (NSW) the purchaser must not take any Action on account of any matter or thing disclosed in the Report.

The purchaser must not take any Action on account of any matter or thing disclosed in this clause.

40 Dealings

- (a) If any Dealing is noted on the certificate of title for the land and this contract is not stated as being subject to that Dealing then on Completion the vendor must provide to the purchaser a duly executed Discharge which will remove the Dealing, together with the applicable registration fee.
- (b) After Completion the vendor must, if requested by the purchaser, provide all information and documents reasonably necessary to assist the purchaser in removing the Dealing.
- (c) Subject to clauses 40(a) and 40(b), the vendor is regarded as having given the purchaser a transfer of the land free from the Dealing when the vendor gives the purchaser the Discharge.

41 Completion

41.1 *Date for completion*

Completion must take place on or before 5 pm on the date for Completion.

41.2 *Notice to complete*

If this contract is not completed on or by the date for Completion, the party not in default will be entitled by notice in writing to the other to fix a date for Completion and in this regard making time for Completion essential.

41.3 *Reasonable time for notice*

- (a) It is agreed between the parties that 14 days between (but excluding) the date of service of a notice under clause 41.2 and the date for Completion specified in the notice is reasonable and adequate time for the insertion in any notice served by one party on the other requiring Completion even though the period includes days which are not business days.
- (b) The party that served the notice may at any time withdraw the notice without prejudice to the continuing right of that party to give any further notice.
- (c) If the vendor serves a notice to complete then the purchaser must pay to the vendor's solicitor an amount of \$330.00 on account of the reasonable legal costs of issuing the notice, payment of which must be made on Completion.

41.4 *Liquidated damages*

- (a) If Completion does not take place on or before the date for completion for any reason not attributable to the vendor, then without prejudice to all other remedies of the vendor, the purchaser must pay on Completion to the vendor by way of liquidated damages, interest on the price less the deposit at the rate of 10% per annum calculated daily from the date for completion until the date of Completion.
- (b) The purchaser is not entitled to require the vendor to complete this contract unless the payments under clause 41.3(c) and clause 41.4(a) are paid to the vendor on Completion.

41.5 *Deposit available*

If the vendor provides notice to the purchaser before Completion that the vendor requires the deposit on Completion, the purchaser must provide whatever authorities are required to the depositholder to make available the deposit to the vendor's solicitor's trust account before Completion with authority to the vendor's solicitor to use the deposit on Completion.

42 Purchaser as Trustee

42.1 Application

This clause only applies where the Purchaser discloses on page 1 that it is entering into this contract in its capacity as trustee of a trust. In all other cases, the Purchaser warrants it does not enter into this contract as a trustee of any trust but in its own capacity only.

42.2 Definitions

Trust means the trust created under the Trust Deed upon which the purchaser enters into this contract as trustee.

Trust Deed means the deed (as varied) creating the trust of which the purchaser is trustee.

42.3 Purchaser Warranty

If the purchaser enters into this contract as a trustee, the purchaser represents and warrants to the vendor that:

- (a) **(sole trustee)** it is the only trustee of the Trust;
- (b) **(no removal)** no action has been taken or is proposed to remove it as trustee of the Trust;
- (c) **(power)** it has power under the Trust Deed to enter into and comply with its obligations under this contract;
- (d) **(authorisations)** it has in full force and effect the authorisations necessary to enter into this contract, perform obligations under them and allow them to be enforced (including under the Trust Deed and its constitution (if any));
- (e) **(indemnity)** it has the right to be fully indemnified out of the assets of the Trust in respect of obligations incurred by it under this contract and will exercise that right of indemnity;
- (f) **(no amendment to limit indemnity)** it will not take any step to limit its right of indemnity and will not permit the Trust Deed to be amended to limit such right of indemnity;
- (g) **(adequacy of the assets of the Trust)** the assets of the Trust are sufficient to satisfy any right of indemnity and all other obligations in respect of which the trustee has a right to be indemnified out of the assets of the Trust;
- (h) **(no default)** it is not, and never has been, in default under the Trust Deed;
- (i) **(no termination)** no action has been taken or is proposed to terminate the Trust;
- (j) **(officers' compliance)** it and its directors and other officers have complied with their obligations in connection with the Trust; and
- (k) **(benefit)** it has carefully considered the purpose of this contract and considers that entry into this contract is for the benefit of the beneficiaries and the terms of this contract are fair and reasonable.

43 No Caveat

46.1 Purchaser must not lodge caveat

The purchaser must not lodge a caveat on the title of the property in respect of any interest of the purchaser in the property arising out of this contract or register or attempt to register any other dealing or encumbrance on the title of the property.

44 Confidentiality

Neither the vendor nor the purchaser may disclose the sale price of the contract or the commercial terms of this contract except:

- (a) with the prior written consent of the other party;
- (b) to comply with any legal, accounting, stock exchange or other regulatory requirements;
- (c) to the extent required to comply with any of the terms of this contract;
- (d) in respect of any public document to raise funds; and
- (e) to each party's financiers, consultants and other potential partners or nominees.

45 Adjustments

The parties agree to adjust all usual outgoing payments and all amounts under the contract on settlement, but if any amount is incorrectly calculated, overlooked or an error is made in such calculations, the parties agree to correct such error and to reimburse each other accordingly after settlement. This clause shall not merge on completion.

46 GST

46.1 Definitions

For the purposes of this clause, unless the context otherwise requires:

- (a) Any expression used that is also used in the GST Legislation shall have, for the purposes of this contract, the meaning used in or attributed to that expression by the GST Legislation from time to time;
- (b) **Enterprise** is to be given the meaning it bears in the GST Legislation;
- (c) **GST** means any tax imposed on a Supply by or through the A New Tax System (Goods and Services Tax) Act 1999 ("the GST Legislation") and any related Tax Imposition Act;
- (d) **GST free** is to be given the meaning it bears in the GST Legislation;
- (e) **GST Legislation** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time;
- (f) **Recipient** means a person who acquires or receives or is entitled to acquire or receive a Taxable Supply under this contract;
- (g) **Supplier** means a person who supplies or is required to supply a Taxable Supply under this contract;
- (h) **Supply** is to be given the meaning it bears in the GST Legislation;
- (i) **Supply of a Going Concern** is to be given the meaning it bears in the GST Legislation.
- (j) **Tax Invoice** includes any document or record treated by the Commissioner of Taxation for GST Purposes:
 - (i) as a tax invoice; or
 - (ii) as a document entitling the recipient to an input tax credit.

46.2 *Supply of a Going Concern*

- (a) As at the date of this contract, the property is tenanted and pursuant to Subdivision 38-J of the GST Legislation the supply to which this contract relates is a Supply of a Going Concern and is accordingly GST free for the purposes of the GST Legislation.
- (b) If for any reason there is any GST payable, the GST is payable by the purchaser and in addition to the purchaser price
- (c) The purchaser indemnifies the vendor against any GST liability incurred by the vendor in respect of this sale.

46.3 *GST Exclusive*

The parties acknowledge that except where expressly stated otherwise, all amounts under this contract are GST exclusive.

46.4 *GST Payable*

- (a) If this contract nominates that the sale is a *taxable supply* in full then:
 - (i) the price and any other amount (including adjustments) payable by one party to the other party does not include GST; and
 - (ii) at the same time and in the same manner as the Purchaser is required to pay the price or any other amount (including adjustments) under this contract (**adjusted amount**) the Purchaser must pay an additional amount equal to the adjusted amount multiplied by the GST rate.
- (b) If this contract nominates that this sale is a *taxable supply to an extent* then:
 - (i) the price and any other amount (including adjustments) payable by one party to the other party does not include GST; and
 - (ii) at the same time and in the same manner as the Purchaser is required to pay the price or any other amount (including adjustments) under this contract relating to any part of the Property that is identified as being a taxable supply (**adjusted amount**) the Purchaser must pay an additional amount equal to the adjusted amount multiplied by the GST rate.
- (c) If this contract nominates that this sale is a *taxable supply in full or to an extent and margin scheme* applies then:
 - (i) the price and any other amount (including adjustments) payable by one party to the other is inclusive of any GST payable unless specified otherwise.

46.5 *Review*

If it is determined by the Commissioner of Taxation that the Supply to which this contract relates is not a Supply of a Going Concern then the purchaser indemnifies the vendor in respect of such GST and must pay to the vendor on demand the amount of the GST assessed including all costs and penalties, irrespective of whether that demand is made before or after Completion.

46.6 *Tax Invoice*

The parties acknowledge that the vendor is required (where applicable) to provide the purchaser a tax invoice for the payment of any GST under this contract.

46.7 *Non merger*

This clause does not merge on Completion.

47 Insolvency, death or bankruptcy

47.1 *Insolvency*

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to a party (**First Party**) at law or in equity, if:

- (a) the other party resolves to enter into liquidation or provisional liquidation;
- (b) a summons is presented for the winding-up of the other party;
- (c) the other party enters into any scheme of arrangement with its creditors under Part 5.1 of the *Corporations Act 2001* (Cth);
- (d) any liquidator, provisional liquidator, receiver, receiver and manager, controller or administrator is appointed in respect of the other party or in respect of any asset of the other party; or
- (e) an application for bankruptcy is made against the other party,

then the First Party may terminate this contract by notice in writing to the other party at any time.

47.2 *Death, etc. of purchaser*

If a party (and if that party is constituted by more than one person then if any of those persons constituting that party) dies or becomes mentally incapable before Completion, then the other party may rescind this contract by notice in writing to the first party and clause 19 will apply.

48 Guarantee and indemnity

48.1 *Guarantee*

In consideration of the vendor entering into this contract, the Guarantor:

- (a) guarantees to the vendor the due and punctual payment of all money payable by the purchaser and the due and punctual compliance by the purchaser with all other terms and conditions to be complied with by the purchaser under this contract; and
- (b) agrees to indemnify the vendor against any expense, loss or damage which the vendor may sustain in connection with any failure by the purchaser to duly and punctually perform those obligations.

48.2 *Guarantors' acknowledgement*

In respect of the guarantee and indemnity in clause 44.1 the Guarantor acknowledges and agrees that the guarantee and indemnity:

- (a) is a continuing security and irrevocable while any of the purchaser's obligations under this contract remain unfilled;
- (b) is a primary security and the vendor may call on the Guarantor for payment under this guarantee and indemnity even though no demand has been made on the purchaser;
- (c) the vendor may proceed against the Guarantor as though the Guarantor is the party principally liable;
- (d) applies to any variation of this contract without the need for obtaining the Guarantors' specific consent to that variation;
- (e) does not affect any other security which the vendor may from time to time hold in connection with the due and punctual performance of the purchaser's obligations under this contract;

- (f) the Guarantor shall not require the vendor to marshal or otherwise realise in favour or for the benefit of the Guarantor any security held by the vendor or otherwise defer any of the vendor's rights under this guarantee and indemnity or any other security; and
- (g) shall not be affected by any transfer by the purchaser of its interests under this contract whether with or without the vendor's consent.

49 General

49.1 Counterparts

This contract may be executed in any number of counterparts. Each counterpart is deemed an original and all the counterparts together constitute the one instrument.

49.2 Nature of obligations

Any provision in this contract which binds more than one person binds all of those persons jointly and each of them individually. Each obligation imposed on a party by this contract in favour of another is a separate obligation.

49.3 Entire agreement

- (a) This contract contains the entire understanding between the parties concerning the subject matter of this contract and supersedes all prior communications between the parties.
- (b) Each party acknowledges that, except as expressly stated in this contract, that party has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the other party in relation to the subject matter of this contract.

49.4 No waiver

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this contract does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this contract. A waiver of a breach does not operate as a waiver of any other breach.

49.5 Severability

If any provision of this contract offends any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

- (a) where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- (b) in any other case the offending provision must be severed from this contract and the remaining provisions of this contract operate as if the severed provision had not been included.

49.6 Successors and assigns

This contract binds and benefits the parties and their respective successors and permitted assigns.

49.7 No assignment

A party cannot assign or otherwise transfer the benefit of this contract without the prior written consent of the other party in the absolute discretion of that party.

49.8 *No variation*

This contract cannot be amended or varied except in writing signed by the parties.

49.9 *Costs*

Each party must pay its own legal costs of and incidental to the preparation, negotiation and completion of this contract.

49.10 *Non-merger*

A term or condition of, or act done in connection with this contract does not operate as a merger of any of the rights or remedies of the parties under this contract and those rights and remedies continue unchanged. Without limiting the provisions of this clause, the following clauses do not merge upon Completion 33, 35, 36, 37, 39 and 44.

49.11 *No adverse construction*

This contract is not to be construed to the disadvantage of a party because that party was responsible for its preparation.

49.12 *Governing law and jurisdiction*

This contract is governed by and must be construed in accordance with the laws of the State of New South Wales. The parties submit to the non-exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of this contract.

49.13 *Stamp duty*

All stamp duty (including fines and penalties, if any) payable in respect of this contract or any instrument created in connection with it must be borne by the purchaser. The purchaser indemnifies the vendor against all liability relating to the stamp duty, fines and penalties.

49.14 *Electronic transaction*

For the purposes of the *Electronic Transactions Act 2000 (NSW)*, the *Electronic Transactions Act 1999 (Cth)*, the *Corporations Act 2001 (Cth)* and their respective Regulations, each party:

- (a) consents to the electronic signing and exchange of this contract by all parties;
- (b) consents to any notice or other form of communication to be served or received under this contract by email or other electronic means;
- (c) warrants in favour of the other parties that it is permitted and holds any relevant authorisation to affirm the above consents and proceed with electronic signing of this contract; and
- (d) undertakes to do all things necessary to affirm any such matters where necessary.

49.15 *Authority to solicitors*

- (a) The purchaser's solicitor is given authority from the purchaser to bind the purchaser in relation to any variations to this contract agreed to after the contract date by the purchaser's solicitor's execution.
- (b) The vendor's solicitor is given authority from the vendor to bind the vendor in relation to any variations to this contract agreed to after the contract date by the vendor's solicitor's execution.

50 Tenancy

50.1 Definitions

In this clause 46, the following definitions apply:

Lease means each and every lease, licence or other right of occupancy registered and noted on the certificate of title for the land or a copy of which is attached to this contract relating to the property or any part of it.

Lessee means the tenant, licensee, lessee or occupier under a Lease.

Lessee's Property means all of the Lessee's fixtures, fittings and chattels being the property of the Lessee.

50.2 Purchaser's acknowledgement

The purchaser warrants that it has made its own independent enquiries and satisfied itself in relation to the covenants, provisions, terms and conditions of the Lease and any bond, security or other requirements stipulated in the Lease.

50.3 No warranty or representation

The purchaser agrees that the vendor or any person on behalf of the vendor has made no warranty or representation in respect of the Lease other than as expressed in this contract.

50.4 Purchaser takes property subject to the Lease

The purchaser agrees that it takes title to the land subject to the Lease and must not take any Action in respect of the Lease or any matter arising in connection with the Lease.

50.5 Warranties or representations excluded

Unless provided in this contract, any warranties or representations made or purported to be made by the vendor or by any agent or person acting on behalf of the vendor in relation to the Lease, whether express or implied, are expressly excluded.

50.6 Purchaser to observe obligations under Lease

The purchaser warrants that as and from Completion it will observe and perform all of the obligations of the vendor required to be undertaken under the Lease and indemnifies the vendor against any Claim incurred or suffered by the vendor for any failure on the part of the purchaser or any successor in title observing or performing the obligations under the Lease after Completion and otherwise complying with this clause 46.6.

50.7 Adjustment

- (a) On Completion:
 - (i) if the vendor has not received payment of rent for the then current period, then an adjustment is to be made in favour of the vendor for the outstanding debt owed and the vendor assigns its interest in the debt to the purchaser; or
 - (ii) if the vendor has received payment for the then current period, then an adjustment shall be made between the parties on a paid basis.
- (b) Subject to clause 46.9, on Completion, the vendor assigns all its interest in any bond or security held under the Lease by the vendor in favour of the purchaser and will execute any form reasonably required by the purchaser evidencing such assignment subject to the purchaser submitting that form to the vendor at least 14 days prior to the date for completion.

50.8 Appropriation of bond or security

The vendor may prior to Completion, in accordance with the Lease, appropriate any bond or other security provided by the Lessee under the Lease in which event on Completion the unappropriated part of the bond or security will be assigned in accordance with clause 46.7.

50.9 Reservations

The vendor:

- (a) does not warrant, nor is it a term or condition of this contract, that the Lease will be in existence or apply at the time of Completion or that the Lessee will be in possession of the property at the time of Completion or that the Lessee will not be in breach of any of the covenants provisions terms or conditions of the Lease;
- (b) is under no obligation to take any actions to enforce or require observance or performance of any of the covenants, provisions, terms or conditions of the Lease;
- (c) may at any time prior to Completion comply with its obligations as landlord under the Lease or at law without notice to the purchaser;
- (d) may at any time prior to Completion exercise any of its rights powers or entitlements as landlord under the Lease or at law but may not terminate, vary or accept a surrender of the Lease without notice to the purchaser; and
- (e) does not warrant that any bond or security required to be paid or provided by a Lessee under the Lease has been paid or provided.
- (f) does not warrant that any Lessee will not be in breach of any Lease on Completion or that any vacating or abandoned premises will have been properly made good by any such Lessee.

51 Release of deposit

The purchaser hereby irrevocably authorises the depositholder to release the deposit to the vendor on the date of this contract at the vendor's direction.

52 Security interests

The vendor is not obliged to provide the purchaser any release, statement, approval or correction in respect of any personal property subject to a security interest under the *Personal Property Securities Act 2009* (Cth).

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/SP96307

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|------------|
| 10/2/2026 | 9:06 AM | 7 | 20/11/2025 |

LAND

LOT 1 IN STRATA PLAN 96307
 AT STRATHFIELD
 LOCAL GOVERNMENT AREA STRATHFIELD

FIRST SCHEDULE

HAZJ PTY LTD

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96307
- 2 AU700787 LEASE TO DICI PTY LTD & HORWOOD NOLAN STRATHFIELD
SALES PTY LTD EXPIRES: 5/8/2029. OPTION OF RENEWAL: 5
YEARS.
- 3 AV626758 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 58/SP104970

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|------------|
| 10/2/2026 | 9:23 AM | 3 | 19/12/2024 |

LAND

LOT 58 IN STRATA PLAN 104970
AT STRATHFIELD
LOCAL GOVERNMENT AREA STRATHFIELD

FIRST SCHEDULE

HAZJ PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

- INTERESTS RECORDED ON REGISTER FOLIO CP/SP96307
- AU700787 LEASE TO DICI PTY LTD & HORWOOD NOLAN STRATHFIELD
SALES PTY LTD EXPIRES: 5/8/2029. OPTION OF RENEWAL: 5
YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 59/SP104970

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|------------|
| 10/2/2026 | 9:21 AM | 3 | 19/12/2024 |

LAND

LOT 59 IN STRATA PLAN 104970
AT STRATHFIELD
LOCAL GOVERNMENT AREA STRATHFIELD

FIRST SCHEDULE

HAZJ PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96307
- 2 AU700787 LEASE TO DICI PTY LTD & HORWOOD NOLAN STRATHFIELD
SALES PTY LTD EXPIRES: 5/8/2029. OPTION OF RENEWAL: 5
YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96307

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| ----- | ---- | ----- | ---- |
| 13/3/2026 | 12:15 PM | 6 | 25/2/2026 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96307
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT STRATHFIELD
LOCAL GOVERNMENT AREA STRATHFIELD
PARISH OF CONCORD COUNTY OF CUMBERLAND
TITLE DIAGRAM SP96307

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96307
ADDRESS FOR SERVICE OF DOCUMENTS:
23-25 CHURCHILL AVENUE
STRATHFIELD NSW 2135

SECOND SCHEDULE (6 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 P234882 COVENANT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM.
- 3 AM686115 POSITIVE COVENANT
- 4 AM686116 LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF PREMISES DESIGNATED (A) TOGETHER WITH RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES (ALL LIMITED IN STRATUM) AFFECTING THE PARTS DESIGNATED (E), (B), (C) & (D) IN PLAN WITH AM686116. EXPIRES: 24/7/2067. OPTION OF RENEWAL: 25 YEARS.
- 5 AN75875 INITIAL PERIOD EXPIRED
- 6 AV896169 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1030)

STRATA PLAN 96307

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|------|-----|------|----------|------|----------|------|-----|
| 1 - | 21 | 2 - | SP104970 | 3 - | SP104970 | 4 - | 13 |
| 5 - | 14 | 6 - | 13 | 7 - | 13 | 8 - | 29 |
| 9 - | 22 | 10 - | 19 | 11 - | 17 | 12 - | 12 |
| 13 - | 18 | 14 - | 13 | 15 - | 22 | 16 - | 19 |
| 17 - | 20 | 18 - | 13 | 19 - | 19 | 20 - | 13 |
| 21 - | 22 | 22 - | 21 | 23 - | 17 | 24 - | 13 |
| 25 - | 18 | 26 - | 13 | 27 - | 22 | 28 - | 19 |

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP96307

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1030) (CONTINUED)

STRATA PLAN 96307

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|------|-----|------|-----|------|-----|------|
| 29 | - 17 | 30 | - 13 | 31 | - 18 | 32 | - 13 |
| 33 | - 22 | 34 | - 19 | 35 | - 17 | 36 | - 13 |
| 37 | - 18 | 38 | - 13 | 39 | - 23 | 40 | - 19 |
| 41 | - 17 | 42 | - 13 | 43 | - 18 | 44 | - 13 |
| 45 | - 22 | 46 | - 19 | 47 | - 28 | 48 | - 21 |
| 49 | - 13 | 50 | - 23 | 51 | - 19 | 52 | - 24 |
| 53 | - 23 | 54 | - 13 | 55 | - 23 | 56 | - 19 |

STRATA PLAN 104970

| LOT | ENT | LOT | ENT | LOT | ENT |
|-----|------|-----|------|-----|------|
| 57 | - 36 | 58 | - 12 | 59 | - 14 |

NOTATIONS

UNREGISTERED DEALINGS: NIL

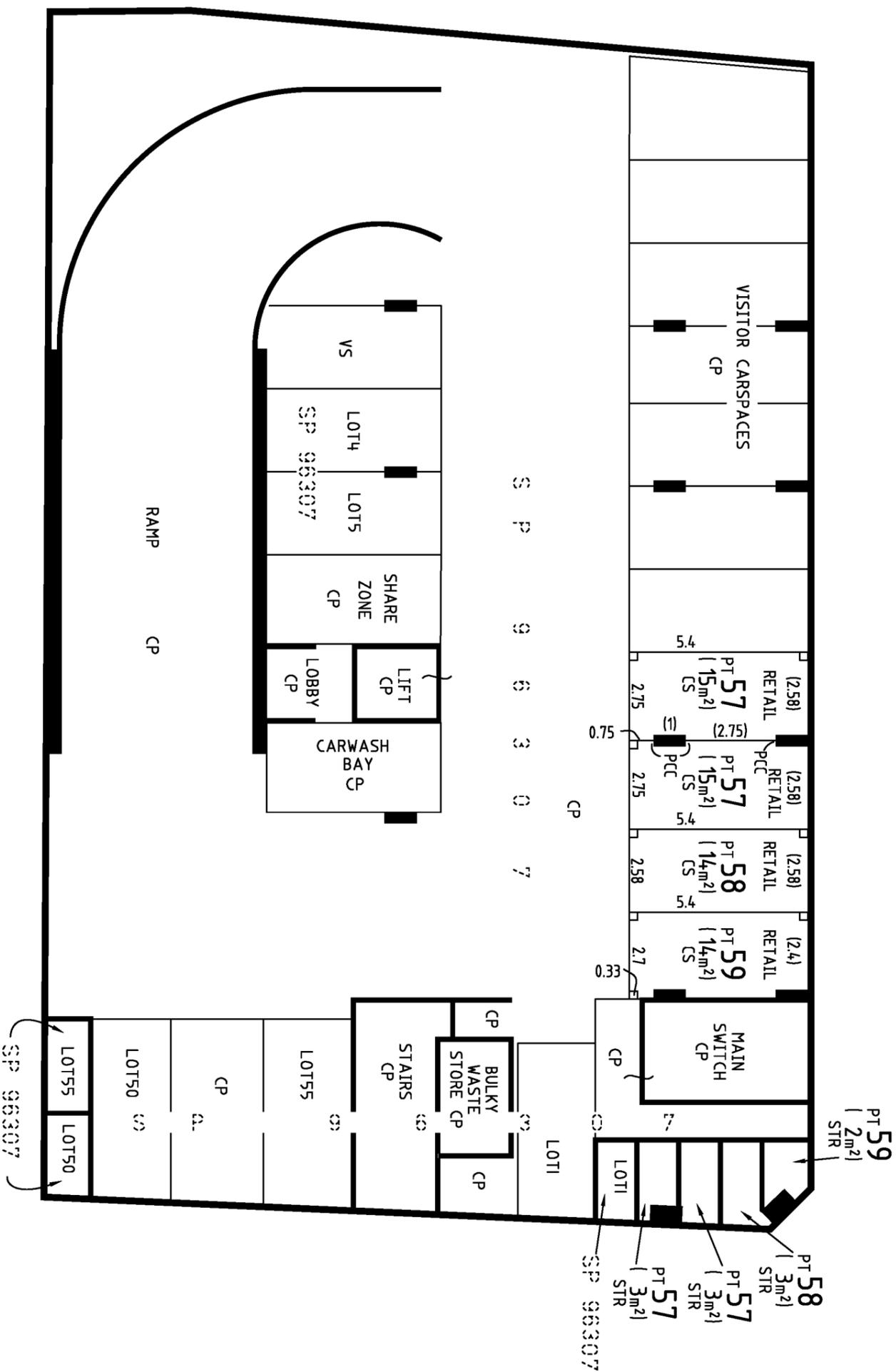
*** END OF SEARCH ***

ALA009-00062...

PRINTED ON 13/3/2026

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

BASEMENT 1 FLOOR PLAN

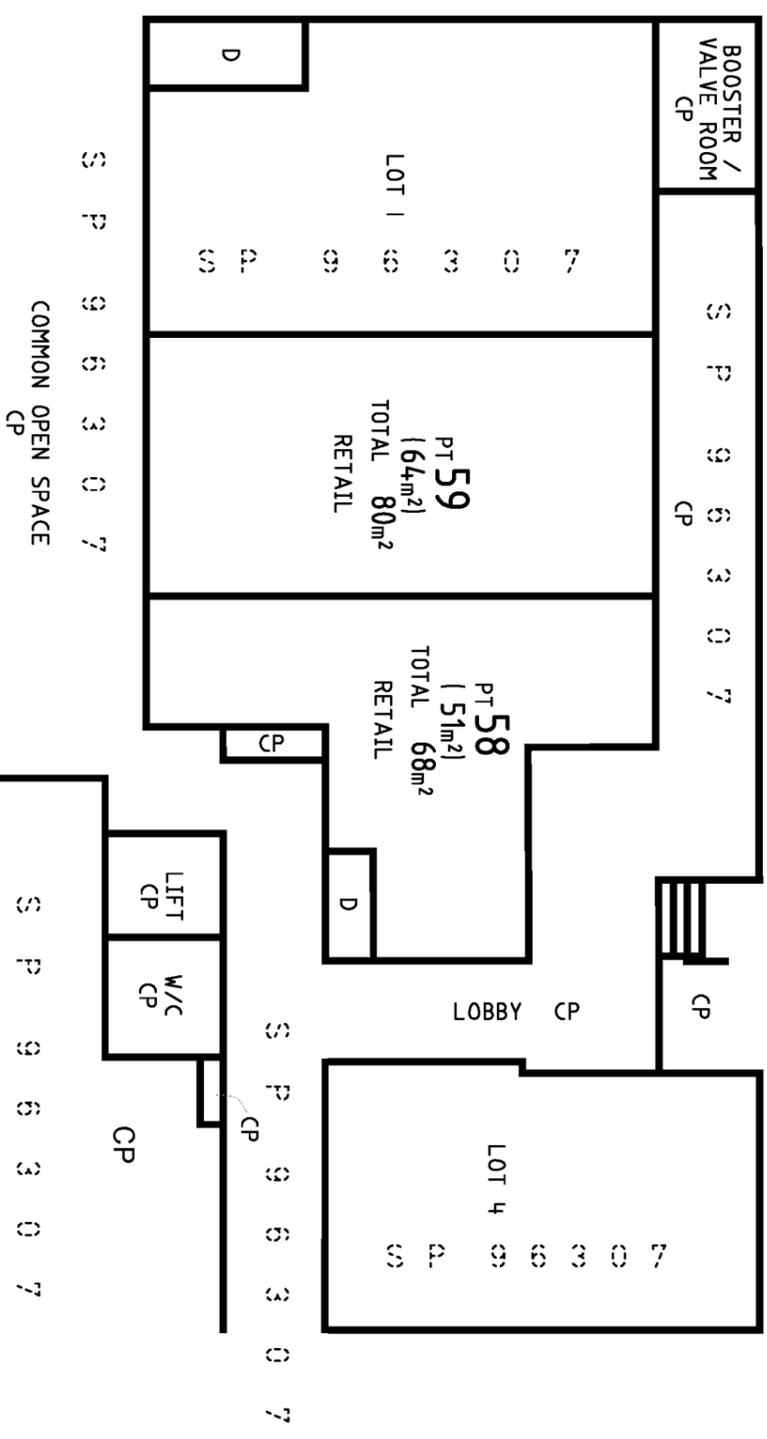


- LEGEND:**
- CS DENOTES CARSPACE
 - VS DENOTES VISITOR CARSPACE (CP)
 - CP DENOTES COMMON PROPERTY
 - PCC DENOTES PROLONGATION CENTRE OF COLUMN
 - STR DENOTES STORAGE

- SYMBOLS**
- DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
 - DENOTES PROLONGATION OF CENTRELINE OF COLUMN UNLESS OTHERWISE SHOWN
 - DENOTES 90° ANGLE

| | | | | |
|---|--|--|------------------------------|----------|
| SURVEYOR Name: MONY C. SENG Date: 14/05/2021 Reference: ECP460.SP.02 | STRATA PLAN OF SUBDIVISION OF COMMON PROPERTY AND LOTS 2 & 3 IN SP96307 | L.G.A: STRATHFIELD Locality: STRATHFIELD Reduction Ratio 1: 150 Lengths are in metres | Registered 10/10/2022 | SP104970 |
|---|--|--|------------------------------|----------|

GROUND FLOOR PLAN COMMERCIAL RETAIL



LEGEND:

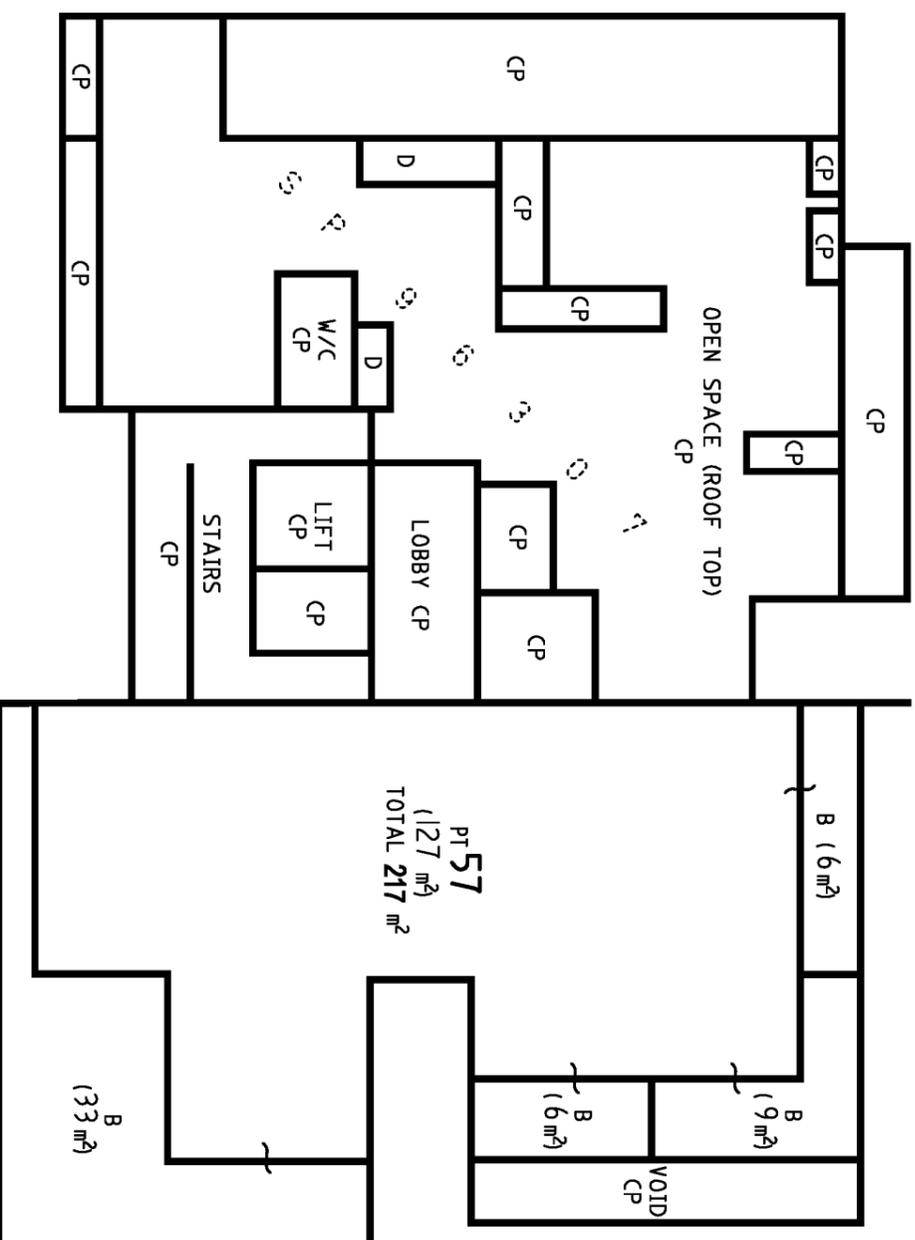
- D DENOTES DUCTING (CP)
 - CP DENOTES COMMON PROPERTY
 - W/C DENOTES WATER CLOSET (TOILET)
- ALL SERVICES INCLUDING DUCTING WHETHER ABOVE OR BELOW GROUND ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

| | | | | |
|---|---|--|------------------------------|----------|
| SURVEYOR Name: MONY C. SENG Date: 14/05/2021 Reference: ECP460.SP.02 | STRATA PLAN OF SUBDIVISION OF COMMON PROPERTY AND LOTS 2 & 3 IN SP96307 | L.G.A: STRATHFIELD Locality: STRATHFIELD Reduction Ratio 1: 150 Lengths are in metres | Registered 10/10/2022 | SP104970 |
|---|---|--|------------------------------|----------|



LEVEL 10 FLOOR PLAN ROOF TERRACE



LEGEND:

- D DENOTES DUCTING (CP)
- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- W/C DENOTES WATER CLOSET (TOILET)

ALL SERVICES INCLUDING DUCTING WHETHER ABOVE OR BELOW GROUND ARE COMMON PROPERTY.

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF BALCONY IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE FLOOR SURFACE OF EXCEPT WHERE COVERED WITHIN THE LIMIT.

SURVEYOR

Name: MONY C. SENG
Date: 14/05/2021
Reference: ECP460.SP.02

**STRATA PLAN OF SUBDIVISION OF COMMON
PROPERTY AND LOTS 2 & 3 IN SP96307**

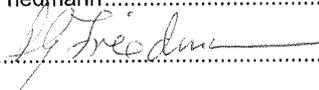
L.G.A: STRATHFIELD
Locality: STRATHFIELD
Reduction Ratio 1: 150
Lengths are in metres

Registered



10/10/2022

SP104970

| | | |
|---|---|-----------------------|
| SP FORM 3.03 | STRATA PLAN ADMINISTRATION SHEET | Sheet 1 of 6 sheet(s) |
| Office Use Only | Office Use Only | |
| Registered:  10/10/2022 | SP104970 | |
| STRATA PLAN OF SUBDIVISION OF: COMMON PROPERTY AND LOTS 2&3 IN SP96307 | LGA: STRATHFIELD Locality: STRATHFIELD Parish: CONCORD County: CUMBERLAND | |
| This is *FREEHOLD/*LEASEHOLD Strata Scheme | | |
| <p style="text-align: center;">Surveyor's Certificate</p> <p>I Mony C. SENG..... of EastCoast positioning Pty Ltd being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.</p> <p>*The building encroaches on:</p> <p>*(a) a public place</p> <p>*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</p> <p>Signature: </p> <p>Date: 16/08/2021.....</p> <p>Surveyor ID: SU008192</p> <p>Surveyor's Reference: ECP460.SP.02</p> <p><small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small></p> | <p style="text-align: center;">Strata Certificate (Registered Certifier)</p> <p>I Peter Gabriel Friedmann.....being a Registered Certifier, registration number 0129....., 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 or 59 <i>Strata Schemes Development Act 2015</i>.</p> <p>*(a) This plan is part of a development scheme.</p> <p>*(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.</p> <p>*(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>.</p> <p>Certificate Reference: SC 918/22.....</p> <p>Relevant Planning Approval No.: CDC 508/22..... issued by: P. G. Friedmann.....</p> <p>Signature: </p> <p>Date: 25/05/2022.....</p> <p><small>^ Insert lot numbers of proposed utility lots.</small></p> | |
| * Strike through if inapplicable | | |

| | | |
|---------------------|---|-----------------------|
| SP FORM 3.07 (2019) | STRATA PLAN ADMINISTRATION SHEET | Sheet 2 of 6 sheet(s) |
|---------------------|---|-----------------------|

| | |
|--|-----------------|
| Office Use Only | Office Use Only |
| Registered:  10/10/2022 | SP104970 |

VALUER'S CERTIFICATE

I, Danny Sukkar of Property Logic Valuers being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute (API)
 Class of membership: Associate (AAPI)
 Membership number: 68873

certify that the unit entitlements shown in the schedule herewith were apportioned on 18 May 2022 (being the valuation day) in accordance with Schedule 2 Strata Schemes Development Act 2015.

Signature:  Date 20 May 2022

SCHEDULE OF UNIT ENTITLEMENT

(If space is insufficient use additional annexure sheet)

| LOT No. | U.E. | LOT No. | U.E. | LOT No. | U.E. | LOT No. | U.E. |
|------------|------|------------|------|------------|------|--------------|-------------|
| 1/SP96307 | 21 | 18/SP96307 | 13 | 33/SP96307 | 22 | 48/SP96307 | 21 |
| 4/SP96307 | 13 | 19/SP96307 | 19 | 34/SP96307 | 19 | 49/SP96307 | 13 |
| 5/SP96307 | 14 | 20/SP96307 | 13 | 35/SP96307 | 17 | 50/SP96307 | 23 |
| 6/SP96307 | 13 | 21/SP96307 | 22 | 36/SP96307 | 13 | 51/SP96307 | 19 |
| 7/SP96307 | 13 | 22/SP96307 | 21 | 37/SP96307 | 18 | 52/SP96307 | 24 |
| 8/SP96307 | 29 | 23/SP96307 | 17 | 38/SP96307 | 13 | 53/SP96307 | 23 |
| 9/SP96307 | 22 | 24/SP96307 | 13 | 39/SP96307 | 23 | 54/SP96307 | 13 |
| 10/SP96307 | 19 | 25/SP96307 | 18 | 40/SP96307 | 19 | 55/SP96307 | 23 |
| 11/SP96307 | 17 | 26/SP96307 | 13 | 41/SP96307 | 17 | 56/SP96307 | 19 |
| 12/SP96307 | 12 | 27/SP96307 | 22 | 42/SP96307 | 13 | 57 | 36 |
| 13/SP96307 | 18 | 28/SP96307 | 19 | 43/SP96307 | 18 | 58 | 12 |
| 14/SP96307 | 13 | 29/SP96307 | 17 | 44/SP96307 | 13 | 59 | 14 |
| 15/SP96307 | 22 | 30/SP96307 | 13 | 45/SP96307 | 22 | TOTAL | 1030 |
| 16/SP96307 | 19 | 31/SP96307 | 18 | 46/SP96307 | 19 | | |
| 17/SP96307 | 20 | 32/SP96307 | 13 | 47/SP96307 | 28 | | |

| | | |
|-------------------------|---|-----------------------|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 3 of 6 sheet(s) |
|-------------------------|---|-----------------------|

| | |
|--|-----------------|
| Office Use Only | Office Use Only |
| Registered:  10/10/2022 | SP104970 |

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*

SCHEDULE OF STREET ADDRESSES

| Lot | Unit | Street/Road Name | Suburb | State | Postcode |
|-----|------|------------------------|-------------|-------|----------|
| 59 | G02 | 23-25 Churchill Avenue | Strathfield | NSW | 2135 |
| 58 | G03 | 23-25 Churchill Avenue | Strathfield | NSW | 2135 |
| 57 | 1001 | 23-25 Churchill Avenue | Strathfield | NSW | 2135 |
| CP | | 23-25 Churchill Avenue | Strathfield | NSW | 2135 |

REGISTERED PROPRIETOR

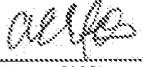
Executed by HAZI Pty Ltd ~~AT Churchill 4 Discretionary Trust (ABN: 29 235 894 749)~~
in accordance with section 27 of the *Corporations Act 2001*

.....
Signature of Director/Secretary
Sole
.....
JOSEPH ALHA.....
Name in full

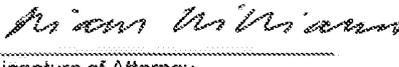
.....
Signature of Director
.....
Name in full

MORTGAGEE

Signed on behalf of Judo Bank Pty Ltd ACN 615 995 581 by its ~~attorney~~ **BK 4784 No 876**
under power of attorney dated 21 December 2020 who has
no notice of its revocation of the power of attorney in the presence of:


.....
Signature of Witness

Angeleke Elfs
Name of Witness


.....
Signature of Attorney

LIAM WILLIAMS
Name of Attorney

Address: Level 4, 28 Margaret Street
Sydney NSW 2000

| | | |
|-------------------------|---|-----------------------|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 4 of 6 sheet(s) |
|-------------------------|---|-----------------------|

| | |
|--|-----------------|
| Office Use Only | Office Use Only |
| Registered:  10/10/2022 | SP104970 |

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- 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*

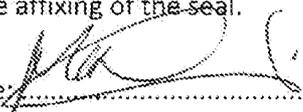
Approved Form 10

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 96307 was affixed on ^ 16 MAY 2022..... in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: MAX AUI Authority: Strata Manager
Signature: Name: Authority: Seal



^ Insert appropriate date

* Strike through if inapplicable.

| | | |
|-------------------------|---|-----------------------|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 5 of 6 sheet(s) |
|-------------------------|---|-----------------------|

| | |
|--|-----------------|
| Office Use Only | Office Use Only |
| Registered:  10/10/2022 | SP104970 |

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*

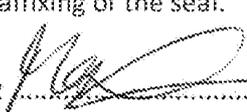
Approved Form 11

Certificate of Owners Corporation

Agreeing to Schedule of Unit Entitlement

The owners corporation certifies that on 11/10/20 it passed a special resolution agreeing to each unit entitlement and the aggregate unit entitlement shown in the schedule attached to this certificate.

The seal of The Owners - Strata Plan No 96307 was affixed on 16 MAY 2022 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: MAX HUI Authority: STRATA MANAGER

Signature: Name: Authority:



^ Insert appropriate date

~~Text below this line is part of the instructions and should not be reproduced as part of a final document.~~

| | |
|--|-------------------|
| Office Use Only | Office Use Only |
| Registered:  10/10/2022 | <h1>SP104970</h1> |

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

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

Approved Form 12
Certificate of Owners Corporation
Agreeing to Subdivision

The owners corporation certifies that on ^{4/10/20} it passed:

- *a special resolution agreeing to the proposed subdivision, which involves common property, illustrated on the plan herewith.
- ~~*a resolution agreeing to the proposed subdivision, which does not involve common property, illustrated on the plan herewith.~~

The seal of The Owners - Strata Plan No ⁹⁶³⁰⁷ was affixed on ^{16 MAY 2022} in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

Signature:  Name: ^{MAX LY} Authority: ^{STRATA MANAGER}

Signature: Name: Authority:



^ Insert appropriate date
* Strike through inapplicable parts

Lodger Details

Lodger Code 501746Y
Name SPARKE HELMORE LAWYERS
Address L 29, 25 MARTIN PL
SYDNEY 2000
Lodger Box 42G
Email PROPERTY.REGISTRATION@SPARKE.COM.AU
Reference SUG:ALA009-14 T

Land Registry Document Identification

AS338843

STAMP DUTY:

Transfer (01T)

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

| Land Title Reference | Part Land Affected? | Land Description |
|----------------------|---------------------|------------------|
| CP/SP96307 | N | |

Applicant

THE OWNERS - STRATA PLAN NO. SP96307
Other legal entity

Document Type

Transfer (01T)

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

Attachment

See attached Dealing

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP96307
Signer Name SAMANTHA GALEANO
Signer Organisation PARTNERS OF SPARKE HELMORE
Signer Role PRACTITIONER CERTIFIER
Execution Date 26/07/2022



**LAND
REGISTRY
SERVICES**

Box 42G
(only affects part of the land)

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

Lodgment Rules Exception Form

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

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

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

Lodgment Rules exception number: * 50.2

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

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

Form: 01T
Release: 6.3

TRANSFER
New South Wales
Real Property Act 1900

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

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

STAMP DUTY

Insert Duties Assessment No. as issued by Revenue NSW Office.
Duties Assessment No. 10455425-001

(A) **TORRENS TITLE**

Lot 57 in SP104970 formerly part of CP/SP96307

(B) **LODGED BY**

| | | |
|---|---|--------------------------------|
| Document Collection Box 42G | Name, Address or DX, Telephone, and Customer Account Number if any Sparke Helmore Lawyers Level 29, 25 Martin Place Sydney NSW 2000 | CODES T TW |
| | Email: samantha.galeano@sparke.com.au Reference: ALA009-14 | |

(C) **TRANSFEROR**

The Owners - Strata Plan No. 96307

(D) **CONSIDERATION** The transferor acknowledges receipt of the consideration of \$ 50,000.00 and as regards

(E) **ESTATE** the abovementioned land transfers to the transferee an estate in fee simple

(F) **SHARE TRANSFERRED**

(G) Encumbrances (if applicable):

(H) **TRANSFeree**

HAZJ Pty Ltd ACN 165 876 406

(I) **TENANCY:**

DATE 26.07.2022

(J) I certify I am an eligible witness and that the transferor signed this dealing in my presence.
[See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness: See Approved Form 23 on page 2
Address of witness:

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

Signature:



Signatory's name: Samantha Galeano
Signatory's capacity: solicitor

(K) The transferee's solicitor certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. 2687761 Full name: Samantha Galeano Signature: *[Signature]*

Approved Form 23

Attestation

The seal of The Owners - Strata Plan No 96307 was affixed on 15/7/22 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal.

I Alicia Oeding
am authorised
to make this
Amendment

Signed: *[Signature]*
Dated: 3.8.2022

Anneliese Ko

Signature: *[Signature]* Name: Anneliese Ko Authority: Strata Manager
Signature: *[Signature]* Name: Max Lui Authority: STRATA MANAGER

Max Lui



Approved Form 13

Certificate of Owners Corporation

Special Resolution

The owners corporation certifies that on ^{11/11/2020} it passed a special resolution, pursuant to the *Strata Schemes Development Act 2015*, authorising the dealing or plan with this certificate.

The resolution was passed after the expiration of the initial period 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 ⁹⁶³⁰⁷ was affixed on ^{16 MAY 2022} in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: ^{Max Lui}
Max Lui Authority: ^{STRATA MANAGER}

Signature: Name: Authority:

^ Insert appropriate date



Text below this line is part of the instructions and should not be reproduced as part of a final document.

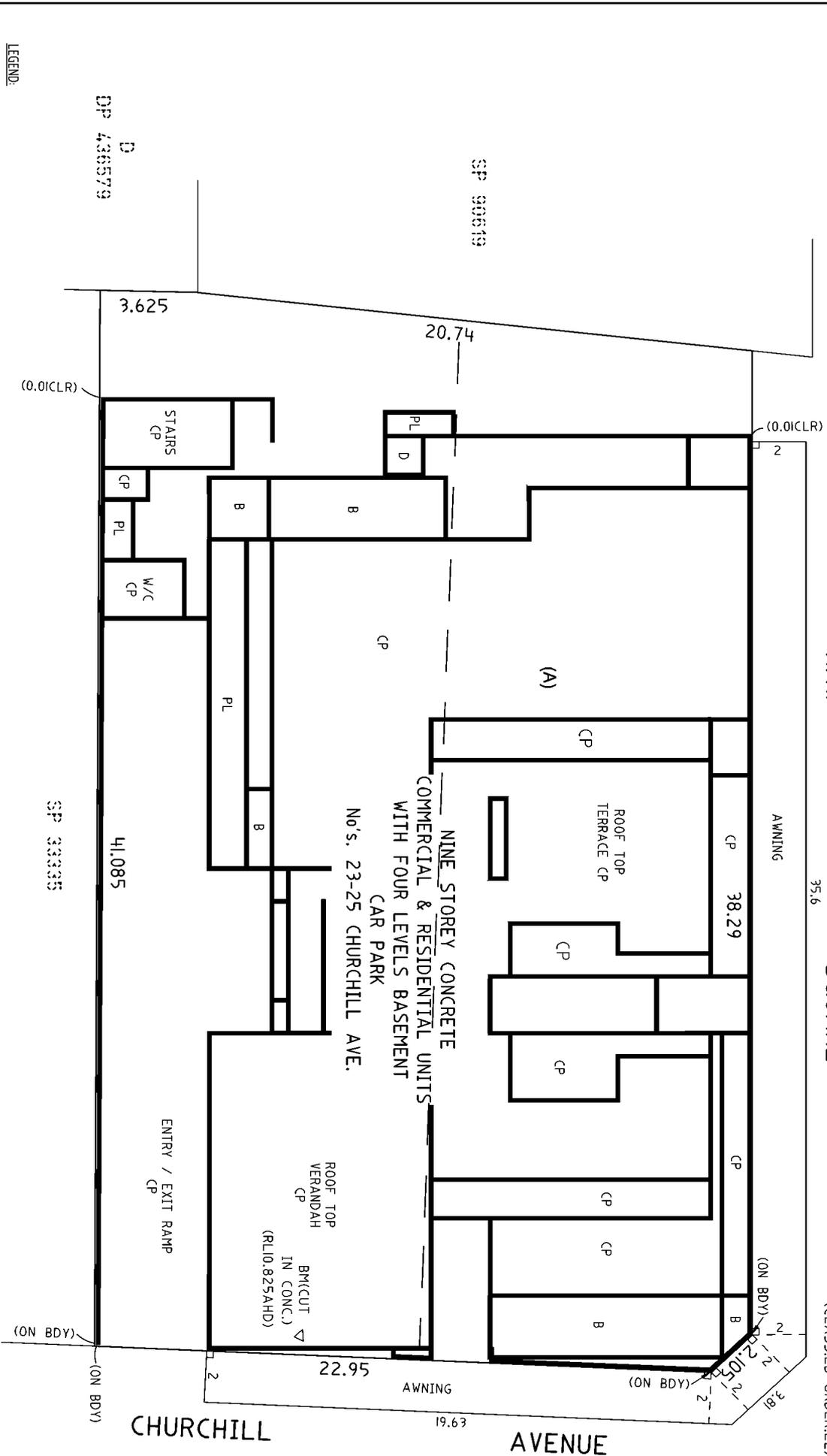
1. This form must be provided in its entirety as shown above.
2. This certificate is required to accompany a dealing or plan which requires a special resolution including, but not limited to:
 - Adding land to the common property by lease, sub-lease or transfer see section 25 *Strata Schemes Development Act 2015*
 - Surrendering a lease or sub-lease of common property see section 27 *Strata Schemes Development Act 2015*
 - Transferring or leasing part of the common property see section 33 *Strata Schemes Development Act 2015*
 - Creating or varying an affecting interest which burdens common property see section 34(1)(a) *Strata Schemes Development Act 2015*
 - Releasing or varying an affecting interest which benefits common property see section 34(1)(b) *Strata Schemes Development Act 2015*
 - Dedicating part of the common property as public road, public reserve or drainage reserve see section 35 *Strata Schemes Development Act 2015*



LOCATION PLAN

RAW SQUARE

SMM54873
 (RL10.204AHD)
 (CLASS:LB ORDER:L2)



- LEGEND:
- B DENOTES BALCONY
 - D DENOTES DUCTING (CP)
 - CP DENOTES COMMON PROPERTY
 - PL DENOTES PLANTER
 - W/C DENOTES WATER CLOSET (TOILET)
 - 90° ANGLE DENOTES 90° ANGLE
 - (A) COVENANT (P234882)

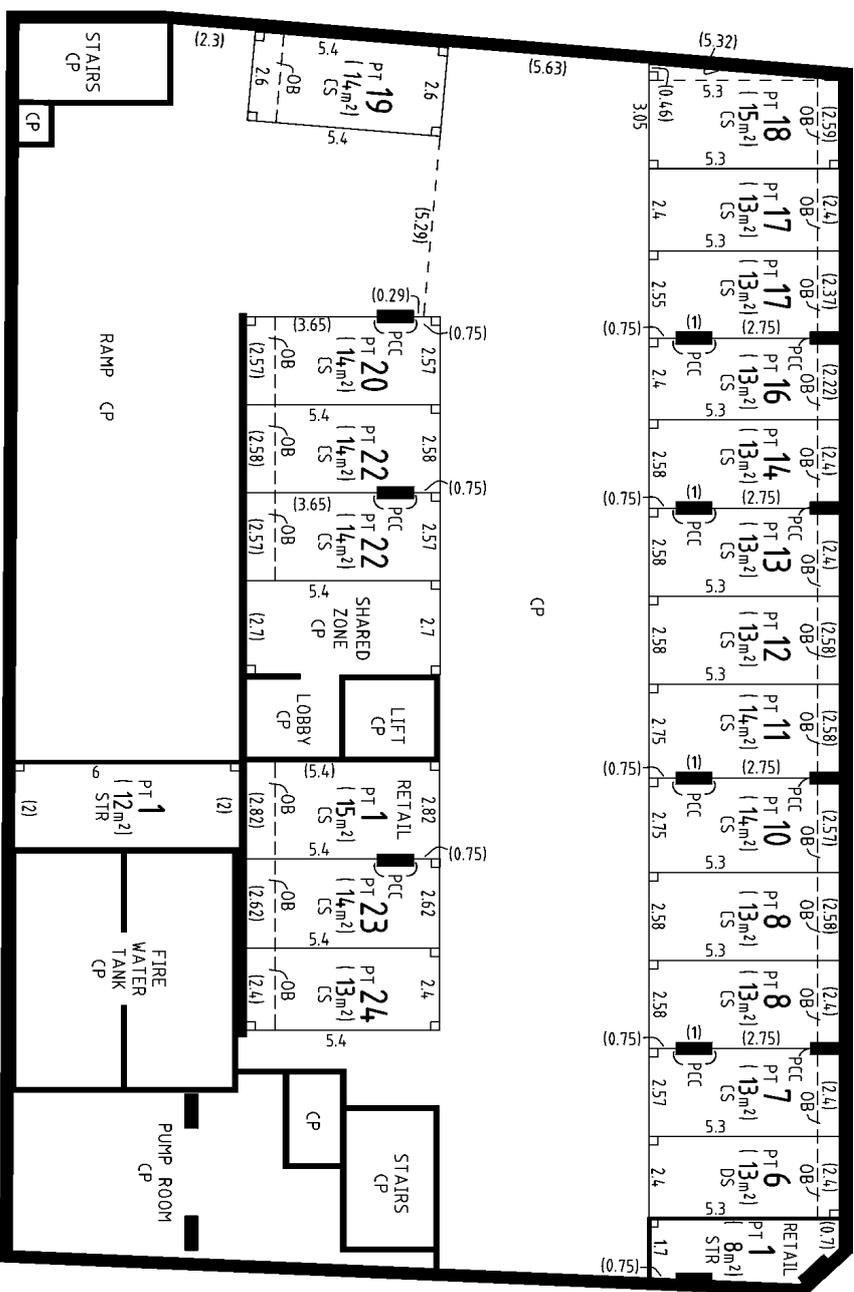
| |
|-------------|
| 10 |
| 20 |
| 30 |
| 40 |
| 50 |
| Table of mm |
| 90 |
| 100 |
| 110 |
| 120 |
| 130 |
| 140 |

Surveyor: **MONY C SENG**
 Surveyor's Reference: **ECP460.SP.01**
 Subdivision No: **SC50717**
 Lengths are in metres. Reduction Ratio 1: 150

Registered
 29.9.2017

SP96307

BASEMENT 4 FLOOR PLAN



SYMBOLS

- DENOTES PROLONGATION OF FACE OF COLUMN OR WALL
- DENOTES PROLONGATION OF CENTRELINE OF COLUMN UNLESS OTHERWISE SHOWN
- DENOTES 90° ANGLE

LEGEND:

- CS DENOTES CARSPACE
- DS DENOTES DISABLE CARSPACE
- CP DENOTES COMMON PROPERTY
- OB DENOTES OVER BONNET STORAGE SYSTEM
- PCC DENOTES PROLONGATION CENTRE OF COLUMN
- STR DENOTES STORAGE

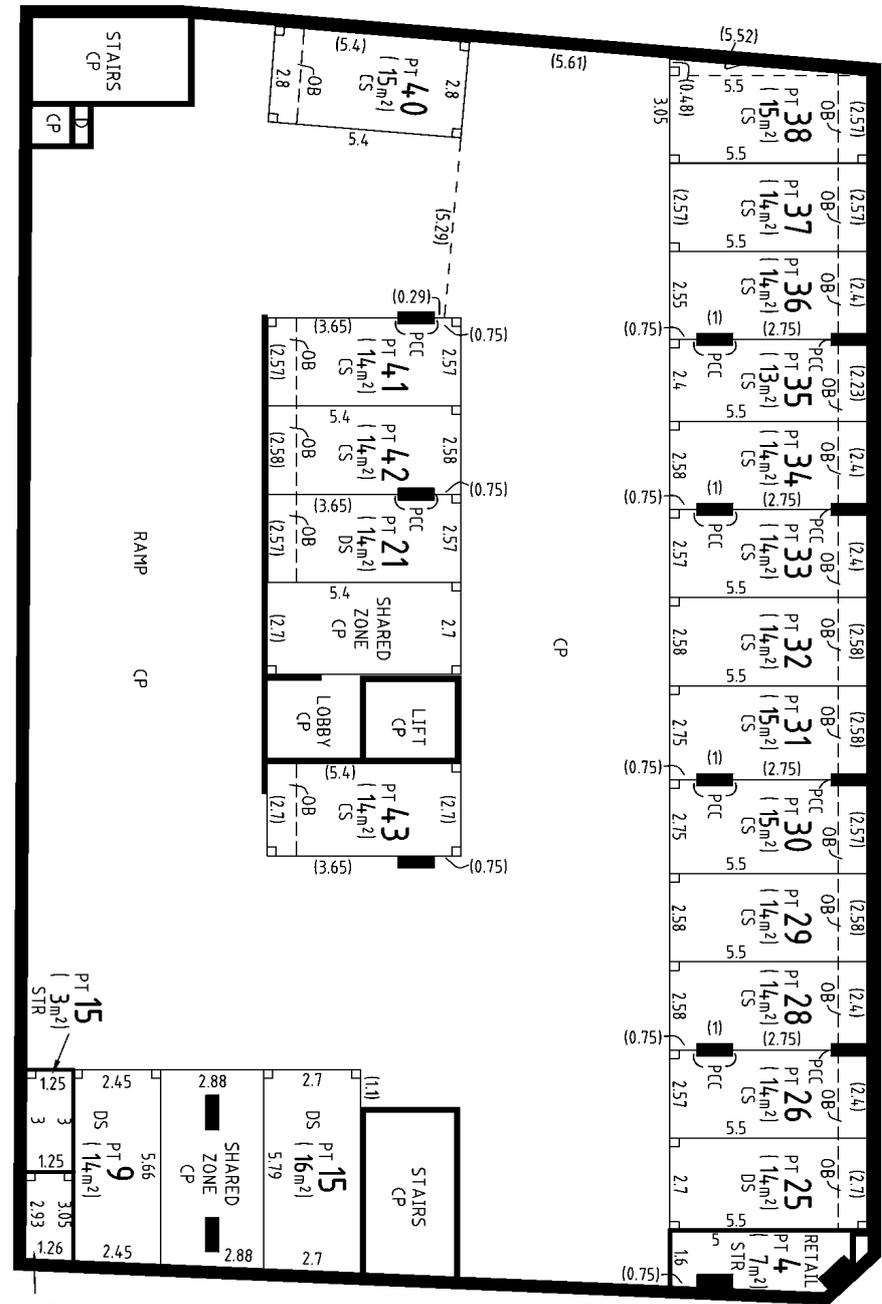
| | | | | | | | | | | | |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 |
|----|----|----|----|----|-------------|----|-----|-----|-----|-----|-----|

Surveyor: **MONY C SENG**
 Surveyor's Reference: **ECP460.SP.01**
 Subdivision No: **SC507/17**
 Lengths are in metres. Reduction Ratio: 1: 150



SP96307

BASEMENT 3 FLOOR PLAN



LEGEND:

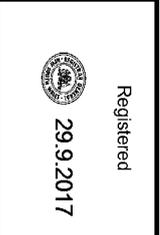
- D DENOTES DUCTING (CP)
- CS DENOTES CARSPACE
- DS DENOTES DISABLE CARSPACE
- VS DENOTES VISITOR CARSPACE (CP)
- CP DENOTES COMMON PROPERTY
- OB DENOTES OVER BONNET STORAGE SYSTEM
- PCC DENOTES PROLONGATION CENTRE OF COLUMN
- STR DENOTES STORAGE

SYMBOLS

- DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
- DENOTES PROLONGATION OF CENTRELINE OF COLUMN UNLESS OTHERWISE SHOWN
- DENOTES 90° ANGLE

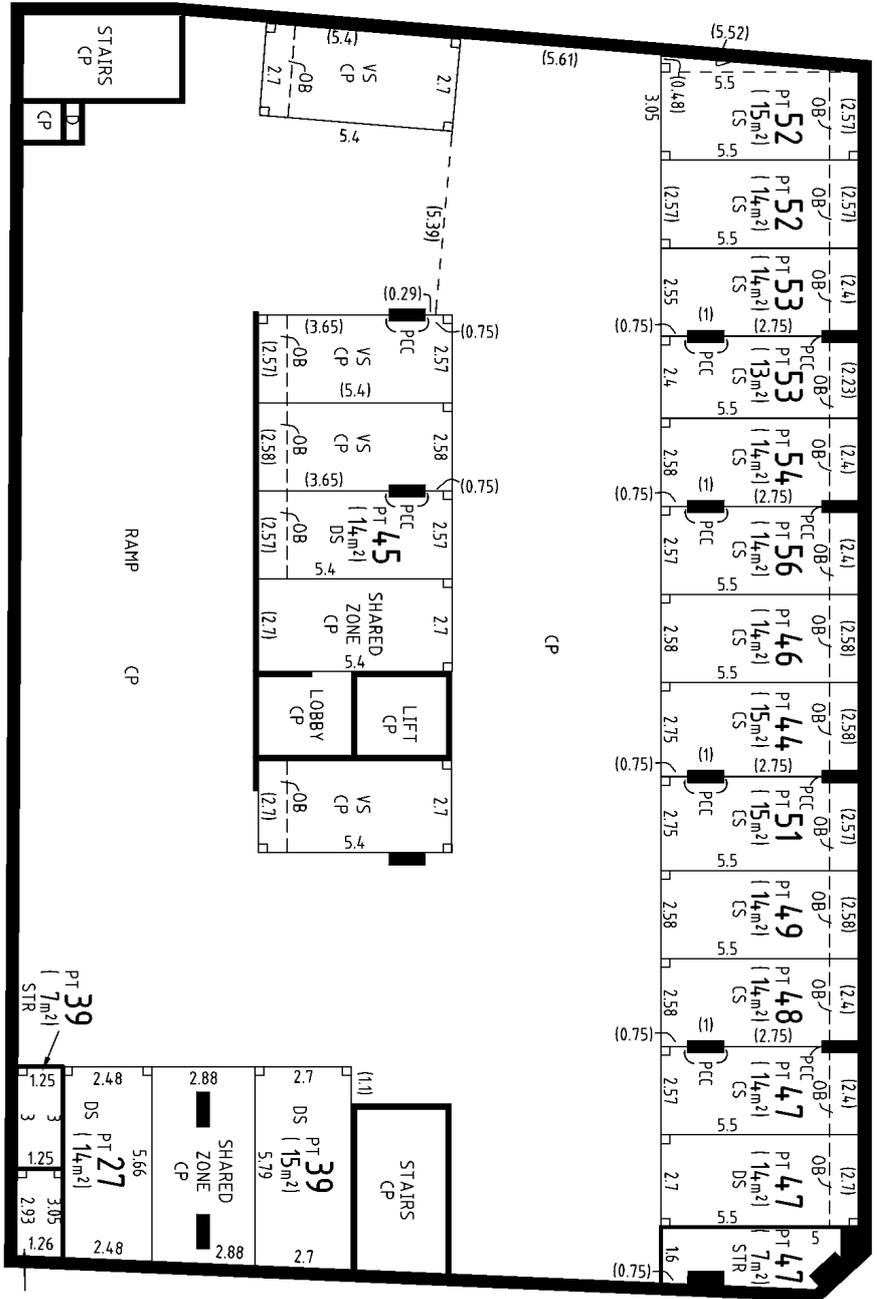
| | | | | | | | | | | | | | |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm | | | | | | | | | | | | | |

Surveyor: **MONY C SENG**
 Surveyor's Reference: **ECP460.SP.01**
 Subdivision No: **SC507/17**
 Lengths are in metres. Reduction Ratio: 1: 150



SP96307

BASEMENT 2 FLOOR PLAN



LEGEND:

- D DENOTES DUCTING (CP)
- CS DENOTES CARSPACE
- DS DENOTES DISABLE CARSPACE
- VS DENOTES VISITOR CARSPACE (CP)
- CP DENOTES COMMON PROPERTY
- OB DENOTES OVER BONNET STORAGE SYSTEM
- PCC DENOTES PROLONGATION CENTRE OF COLUMN
- STR DENOTES STORAGE

- SYMBOLS**
- DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
 - DENOTES PROLONGATION OF CENTRELINE OF COLUMN UNLESS OTHERWISE SHOWN
 - DENOTES 90° ANGLE

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

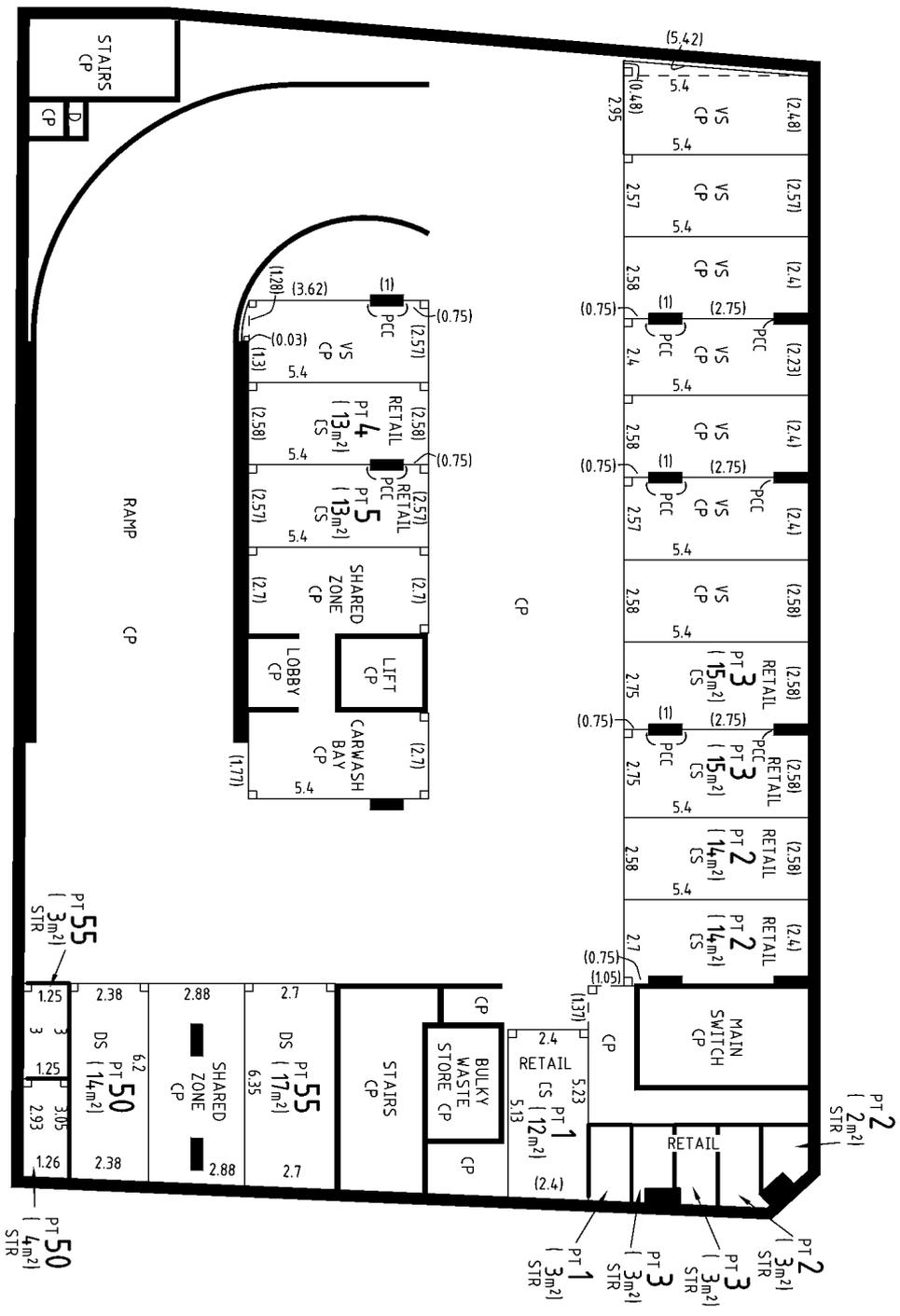
Surveyor: **MONY C SENG**
 Surveyor's Reference: **ECP460.SP.01**
 Subdivision No: **SC507/17**
 Lengths are in metres. Reduction Ratio: 1: 150

Registered

29.9.2017

SP96307

BASEMENT 1 FLOOR PLAN



LEGEND:

- D DENOTES DUCTING (CP)
- DS DENOTES DISABLE SPACE
- CS DENOTES CARSPACE
- VS DENOTES VISITOR CARSPACE (CP)
- CP DENOTES COMMON PROPERTY
- OB DENOTES OVER BONNET STORAGE SYSTEM
- PCC DENOTES PROLONGATION CENTRE OF COLUMN
- STR DENOTES STORAGE

- SYMBOLS**
- DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
 - DENOTES PROLONGATION OF CENTRELINE OF COLUMN UNLESS OTHERWISE SHOWN
 - DENOTES 90° ANGLE

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

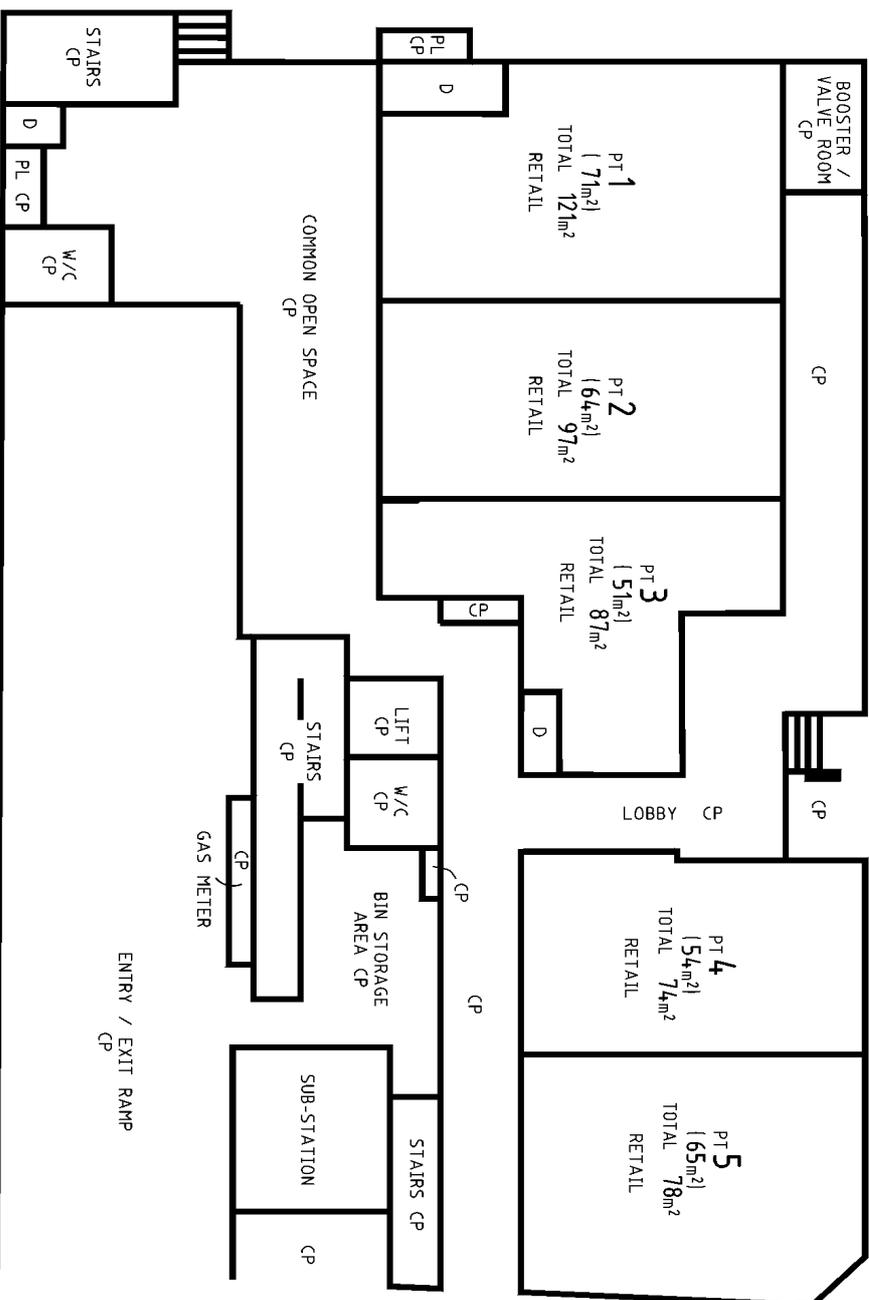
Surveyor: **MONY C SENG**
 Surveyor's Reference: **ECP460.SP.01**
 Subdivision No: **SC507/17**
 Lengths are in metres. Reduction Ratio: 1: 150

Registered

29.9.2017

SP96307

GROUND FLOOR PLAN COMMERCIAL RETAIL



FOR CLARITY NOT ALL COMMON
PROPERTY STRUCTURES ARE SHOWN.

LEGEND:

- D DENOTES DUCTING (CP)
- PL DENOTES PLANTER
- CP DENOTES COMMON PROPERTY
- W/C DENOTES WATER CLOSET (TOILET)

ALL SERVICES INCLUDING DUCTING WHETHER
ABOVE OR BELOW GROUND ARE COMMON
PROPERTY.

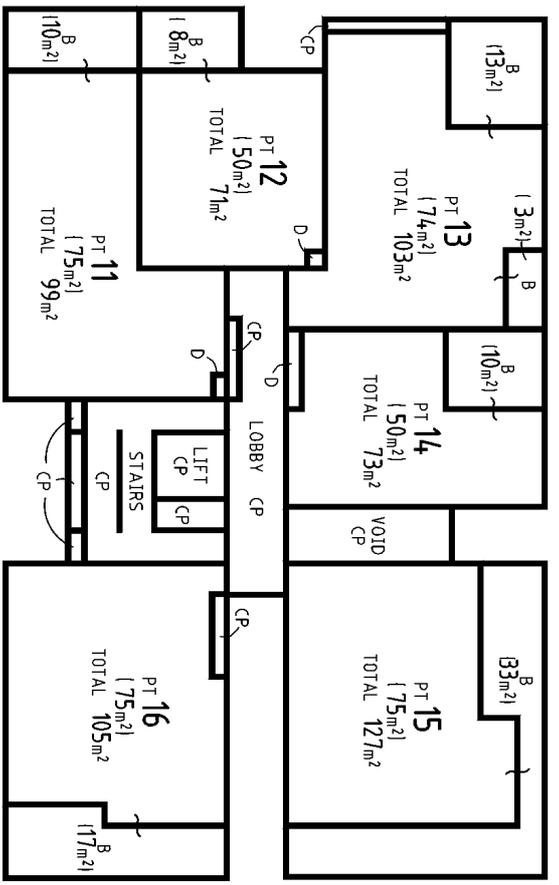
| | | | | | | | | | | | | | |
|-------------|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 |
| Table of mm | | | | | | | | | | | | | |

Surveyor: **MONY C SENG**
 Surveyor's Reference: **ECP460.SP.01**
 Subdivision No: **SC507/17**
 Lengths are in metres. Reduction Ratio 1: 150

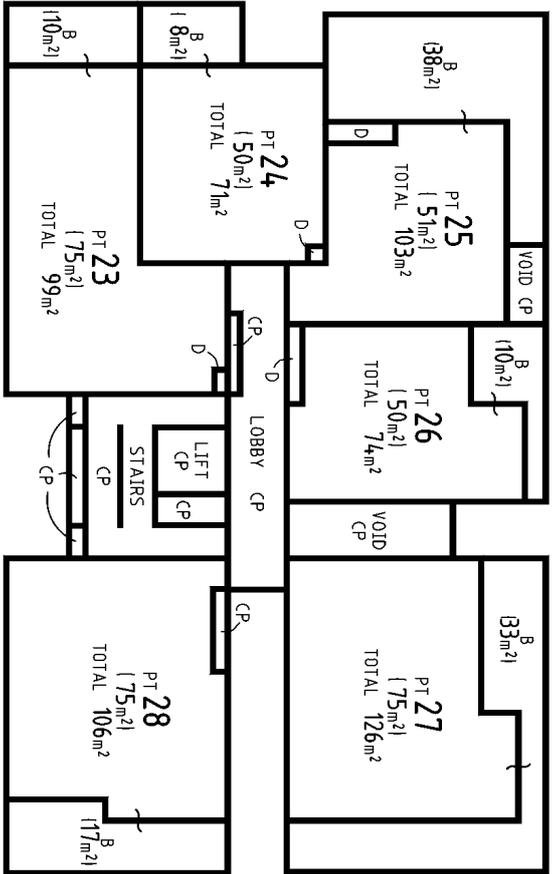
Registered

 29.9.2017

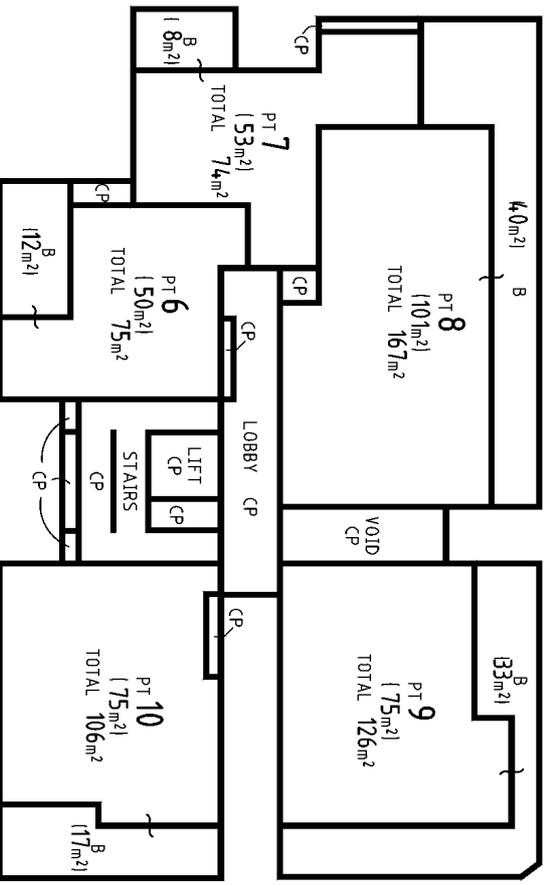
SP96307



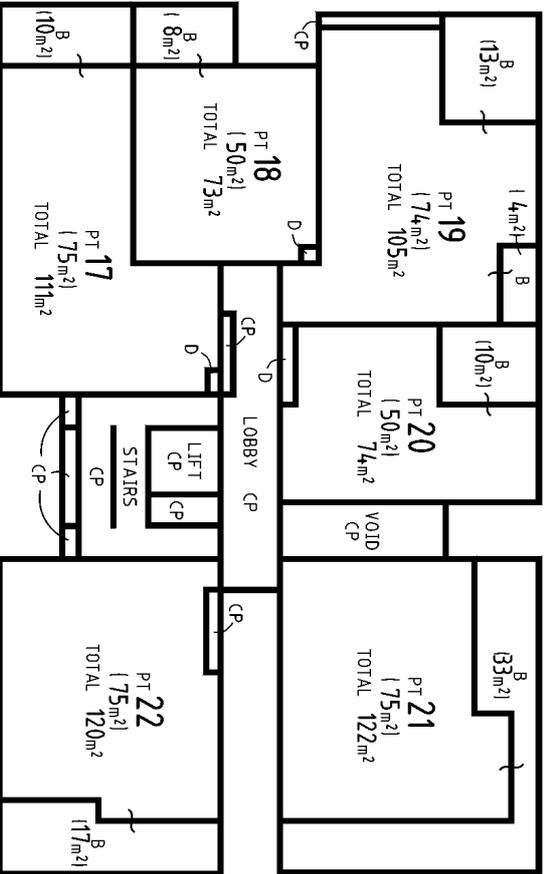
LEVEL 2 FLOOR PLAN



LEVEL 4 FLOOR PLAN



LEVEL 1 FLOOR PLAN



LEVEL 3 FLOOR PLAN

LEGEND:

- D DENOTES DUCTING (CP)
- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

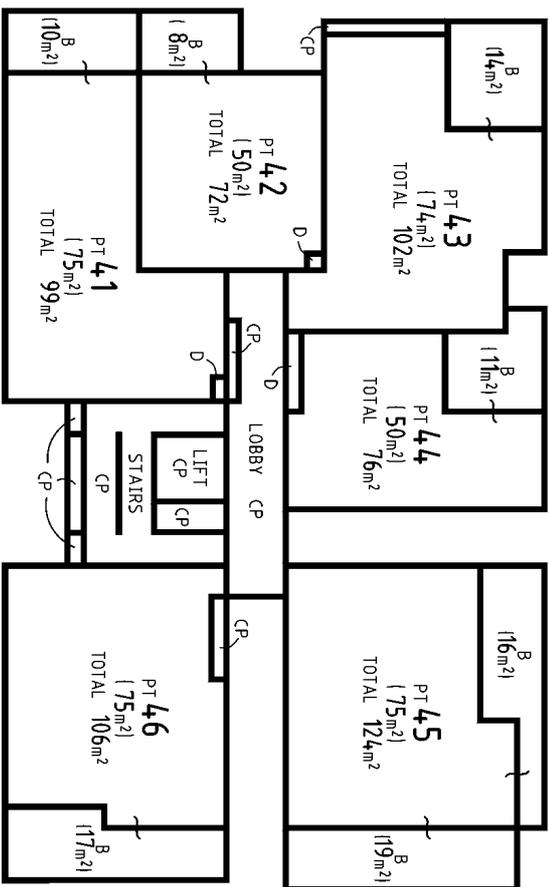
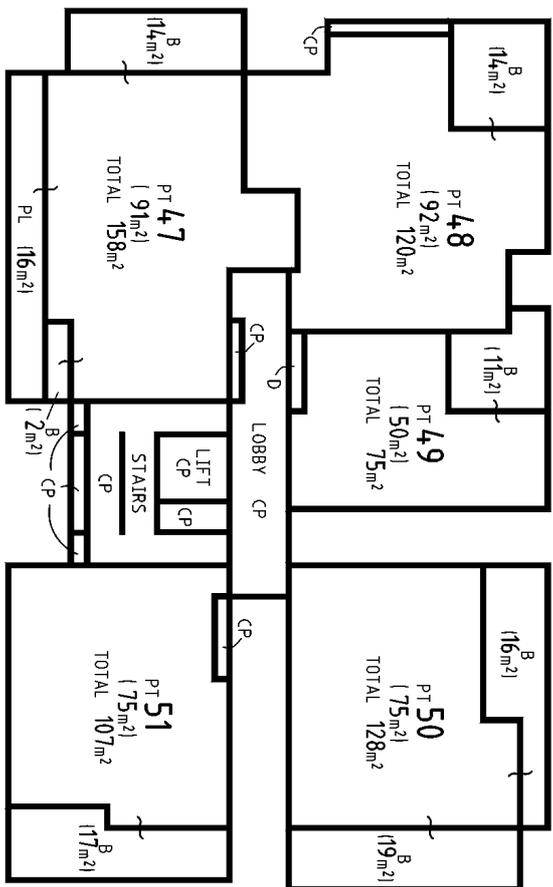
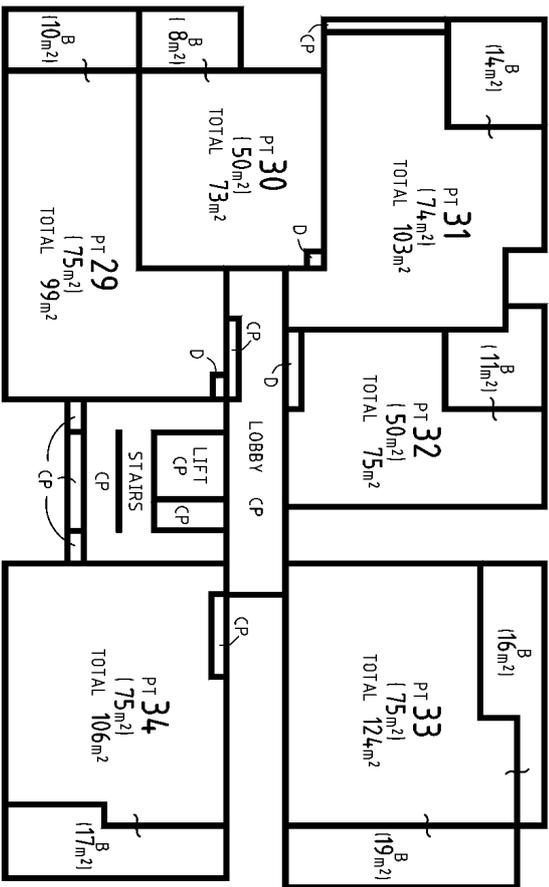
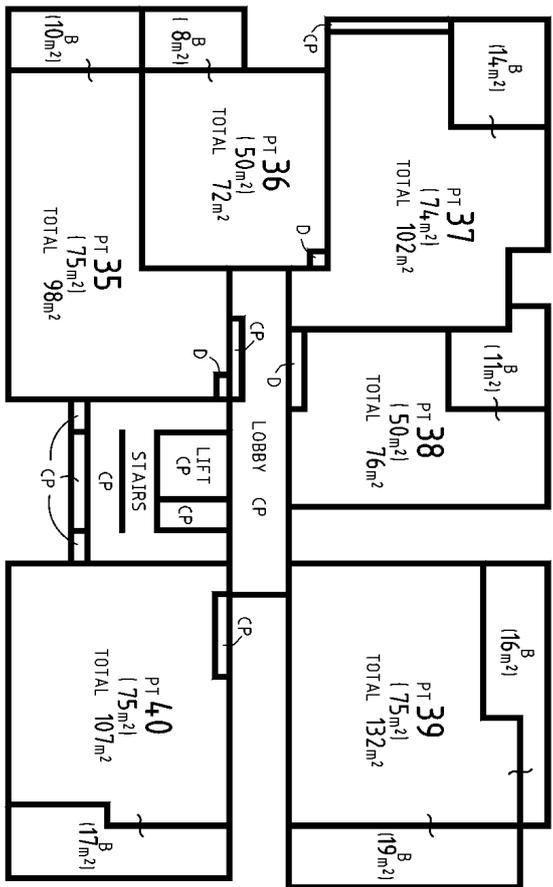
THE STRATA OF BALCONY IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE FLOOR SURFACE OF EXCEPT WHERE COVERED WITHIN THE LIMIT.

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

Surveyor: **MONY C SENG**
 Surveyor's Reference: **ECP460.SP.01**
 Subdivision No: **SC507/17**
 Lengths are in metres. Reduction Ratio: 1: 200



SP96307



LEVEL 5 FLOOR PLAN

LEVEL 7 FLOOR PLAN

LEGEND:
 D DENOTES DUCTING (CP)
 B DENOTES BALCONY
 CP DENOTES COMMON PROPERTY
 PL DENOTES PLANTER
 ALL SERVICES INCLUDING DUCTING WHETHER ABOVE OR BELOW GROUND ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

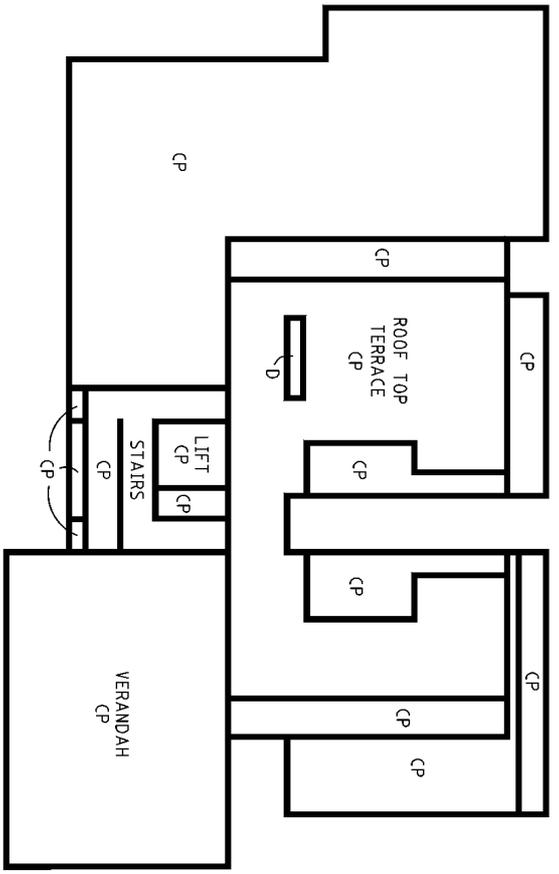
THE STRATUM OF BALCONY OR PLANTER IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE FLOOR SURFACE OF EXCEPT WHERE COVERED WITHIN THE LIMIT.

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

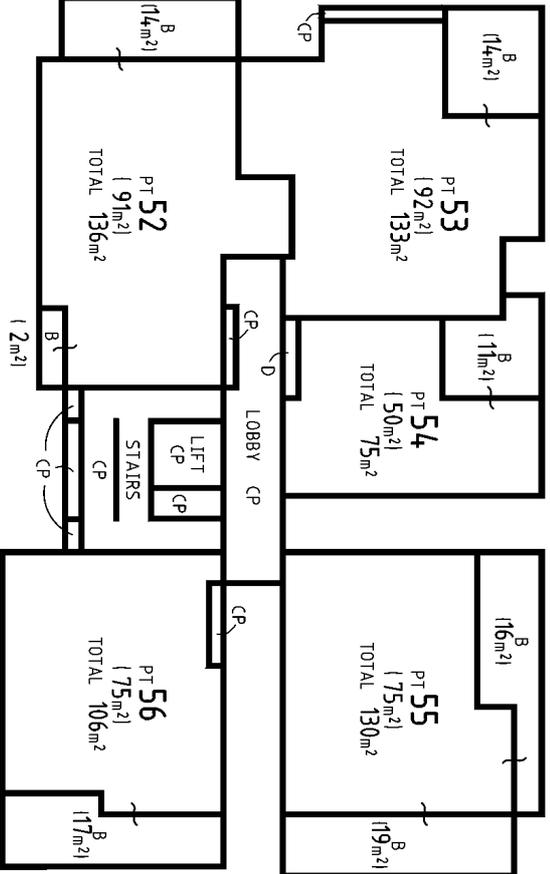
Surveyor: **MONY C SENG**
 Surveyor's Reference: **ECP460.SP.01**
 Subdivision No: **SC507/17**
 Lengths are in metres. Reduction Ratio: 1: 200



SP96307



ROOF TERRACE FLOOR PLAN



LEVEL 9 FLOOR PLAN

- LEGEND:
- D DEMOTES DUCTING (CP)
 - B DEMOTES BALCONY
 - CP DEMOTES COMMON PROPERTY

ALL SERVICES INCLUDING DUCTING WHETHER ABOVE OR BELOW GROUND ARE COMMON PROPERTY.
 FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

THE STRATUM OF BALCONY IS LIMITED IN HEIGHT TO 2.8 METRES ABOVE THE UPPER SURFACE OF ITS RESPECTIVE FLOOR SURFACE OF EXCEPT WHERE COVERED WITHIN THE LIMIT.

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

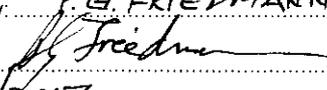
Table of mm

Surveyor: **MONY C SENG**
 Surveyor's Reference: **ECP460.SP.01**
 Subdivision No: **SC507/17**
 Lengths are in metres. Reduction Ratio 1: 200

Registered

29.9.2017

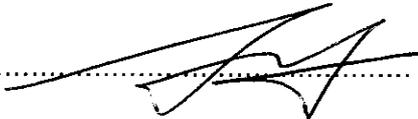
SP96307

| | | |
|---|---|---|
| SP FORM 3.01 | STRATA PLAN ADMINISTRATION SHEET | Sheet 1 of 3 sheet(s) |
| Office Use Only | | Office Use Only |
| Registered:  29.9.2017 | | SP96307 |
| PLAN OF SUBDIVISION OF: LOT ²³⁵ IN DP1229521 | | LGA: STRATHFIELD Locality: STRATHFIELD Parish: CONCORD County: CUMBERLAND |
| This is a *FREEHOLD/*LEASEHOLD Strata Scheme | | |
| Address for Service of Documents 23-25 Churchill Ave, NSW 2135 Strathfield 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. 14 sheets |
| Surveyor's Certificate I, <u>MONY C. SENG</u> , of <u>EAST COAST POSITIONING</u> , being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature:  Date: <u>1/8/2017</u> Surveyor ID: <u>8192</u> Surveyor's Reference: <u>ECP460.SP.01</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement | | Strata Certificate (Accredited Certifier) I, <u>P.G. FRIEDMANN</u> , being an Accredited Certifier, accreditation number <u>0129</u> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(c) ^ will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <u>SC 507/17</u> Relevant Planning Approval No.: <u>CDC 253/17</u> issued by: <u>P.G. FRIEDMANN</u> Signature:  Date: <u>7/8/2017</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:  29.9.2017 | SP96307 | |

VALUER'S CERTIFICATE

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

Signature:  Date 01 AUGUST 2017

SCHEDULE OF UNIT ENTITLEMENT
(If space is insufficient use additional annexure sheet)

| LOT No. | U.E. | LOT No. | U.E. | LOT No. | U.E. |
|---------|------|---------|------|--------------|-------------|
| 1 | 21 | 20 | 13 | 39 | 23 |
| 2 | 17 | 21 | 22 | 40 | 19 |
| 3 | 15 | 22 | 21 | 41 | 17 |
| 4 | 13 | 23 | 17 | 42 | 13 |
| 5 | 14 | 24 | 13 | 43 | 18 |
| 6 | 13 | 25 | 18 | 44 | 13 |
| 7 | 13 | 26 | 13 | 45 | 22 |
| 8 | 29 | 27 | 22 | 46 | 19 |
| 9 | 22 | 28 | 19 | 47 | 28 |
| 10 | 19 | 29 | 17 | 48 | 21 |
| 11 | 17 | 30 | 13 | 49 | 13 |
| 12 | 12 | 31 | 18 | 50 | 23 |
| 13 | 18 | 32 | 13 | 51 | 19 |
| 14 | 13 | 33 | 22 | 52 | 24 |
| 15 | 22 | 34 | 19 | 53 | 23 |
| 16 | 19 | 35 | 17 | 54 | 13 |
| 17 | 20 | 36 | 13 | 55 | 23 |
| 18 | 13 | 37 | 18 | 56 | 19 |
| 19 | 19 | 38 | 13 | TOTAL | 1000 |

| | | |
|---|---|-----------------------|
| SP FORM 3.08 (Annexure) | STRATA PLAN ADMINISTRATION SHEET | Sheet 3 of 3 sheet(s) |
| Registered:  29.9.2017 | SP96307 | Office Use Only |

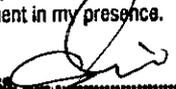
This sheet is for the provision of the following information as required:

- 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*

Land and Property Information
 NEW SOUTH WALES

I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified

Signature of witness:  Signature of attorney: 

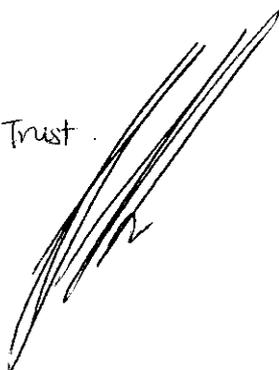
Name of witness: ADAM BEAGMONT Attorney's name: Stephen Small

Address of witness: 49, 201 SUSSEX ST SYDNEY Attorney's position: manager

Signing on behalf of: COMMONWEALTH BANK OF AUSTRALIA
 ABN 48 123 123 124

Power of attorney -Book: 4578 No: 494

Joseph Alha
 Sole Director & Secretary
 HAZJ Pty Ltd ATF Churchill & Discretionary Trust
 ACN : 165 876 406
 ABN 29 235 894 748



RP 13A



34 SOUTH WALES
MEMORANDUM OF TRANSFER
 REAL PROPERTY ACT, 1900

P.234882

OFFICE USE ONLY

| |
|-------|
| Alex |
| \$ 14 |

This form is for use where the short form of transfer is suitable. Typewriting and handwritting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the words rejected must be ruled through and verified by signature or initials in the margin.

(a) Full name, address and occupation of transferor.

EILEEN MARGARET O'SHEA of Strathfield, Widow

hereinafter referred to as the **TRANSFEROR**

(b) If a less estate strike out in fee simple and add appropriate estate.

being registered proprietor of an estate in fee simple^(b)
 in the land hereinafter described, subject to the following encumbrances and interests

(c) A short note will suffice. If an encumbrance is not yet registered particulars sufficient for identification must be furnished.

(c) N I L

in consideration of ONE HUNDRED AND SEVENTY FIVE DOLLARS (\$ 175.00)

(d) Insert appropriate words, if desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d) The Commissioner for Main Roads
 hereby transfers to

(e) Full name, address and occupation of transferee. If more than one transferee state whether joint tenants or tenants in common. Unless otherwise stated tenants in common will be presumed to hold in equal shares.

(e) THE COMMISSIONER FOR MAIN ROADS 309 Castlereagh Street, Sydney

hereinafter referred to as the **TRANSFEEE**

an estate in fee simple^(b)
 in the land described in the following schedule

(f) Insert folio and plan number, section, etc. See also sections 327 and 327A Local Government Act, 1919.

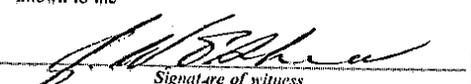
| Reference to title | | Whole or Part | Description of land if part only ^(f) | County | Parish |
|--------------------|-------|---------------|---|------------|---------|
| Volume | Folio | | | | |
| 4039 | 197 | Part | being lot 11 in Deposited Plan 229683 | Gloucester | Concord |

AND the Transferor doth for the benefit of the land hereby transferred (hereinafter called "the dominant tenement") covenant with the Transferee (in this covenant called "the Commissioner") and with the Council of the Municipality of Strathfield and so as to bind the residue of the land in the abovementioned Certificate of Title (hereinafter called "the servient tenement") that the Transferor will not, without the written consent of the Commissioner (which consent may be revoked at any time by the Commissioner at his discretion and without compensation) construct, or allow to be constructed, on the servient tenement any means of access across the eastern boundary of the servient tenement to or from the residue of Lot 28 in Deposited Plan 4254 or any means of access to or from the dominant tenement or use or allow to be used the servient tenement as a means of access to or from the residue of Lot 28 in Deposited Plan 4254 or the dominant tenement AND it is hereby declared that the restriction imposed by this covenant shall cease to apply if the dominant tenement, having been proclaimed a motorway under Part VAA of the Main Roads Act, 1924 thereafter ceases to be such a motorway.

(a) Here insert any easements, restrictive covenants or exceptions intended to be included. Easements or restrictive covenants must comply with section 88 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of paper of the same size and quality as the main sheet may be used. A binding margin of 1 1/2 inches and other margins of not less than 1 inch should be preserved. Each additional sheet must be signed by the parties or the attesting witnesses.

Dated at SYDNEY. this 16TH day of APRIL 1975.

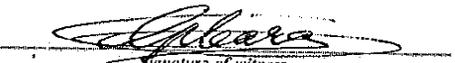
Further proof of execution will not normally be required if signed or acknowledged before any of the following persons, not being a party to the dealing, to whom the transferor is known:
Where executed in New South Wales - bank manager, barrister, clerk of petty sessions, commissioner for the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, headmaster of a school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government;
Where executed in any part of the Commonwealth of Australia or its Territories or in any part of the British Commonwealth - any of the persons referred to above, and in addition, an Australian or British Consular Officer exercising his functions in the post; *Where executed in foreign country* - an Australian or British Consular Officer exercising his functions in that country, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, officer in charge of a police station, notary public, town or shire clerk or other executive officer administering local government.
Repeat attestation clause &c., if necessary.
Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.
May be witnessed by any responsible person not being a party to this dealing.

(b) Signed in my presence by the transferor who is personally known to me

Signature of witness
J. W. O'SHEA
Name of witness (BLOCK LETTERS)
SOVIETOR.
Qualification of witness


Transferor

Signed by HARRY MUIR
~~Deputy~~ Principal Legal Officer
Department of Main Roads
In the presence of:

(c) Accepted and certified correct for the purposes of the Real Property Act, 1900.

(b) Signed in my presence by the transferee who is personally known to me

Signature of witness
GEORGE GIBARA.
Name of witness (BLOCK LETTERS)
309 CASTLEREAGH STREET, SYDNEY
Address of witness


Transferee

P234082

| | |
|---|--|
| <p style="text-align: center;">DEPARTMENTAL USE ONLY</p> <p>TRANSFER <i>[Handwritten signatures]</i> COVT. BY TSPUR</p> | <p style="text-align: center;">TO BE COMPLETED BY LODGING PARTY</p> <p>Lodged by Department of Main Roads Address: 309 Cantillon Street, Sydney Phone No: 20333 Ext: 646 Papers: 400, 1237, 330, 1-1-R Documents lodged herewith</p> <p>1. <i>cd 4039-197 connected</i></p> <p>2. <i>D P 221683</i></p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> |
| <p>Checked <input checked="" type="checkbox"/> REGISTERED</p> <p>Passed <i>[Signature]</i></p> <p>Signed <i>[Signature]</i></p> <p style="text-align: center;"><i>20-5-1975</i></p> <p style="text-align: center;"><i>[Signature]</i> Registrar General</p>  | <p>Received Documents _____</p> <p>Receiving Clerk _____</p> <p>AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾</p> <p>Authority is hereby given for the use of _____ (Insert reference to certificates, grants or dealings) lodged in connection with _____ for the (Insert number of plan or dealing) registration of this dealing and for delivery to _____</p> <p style="text-align: center;">(BLOCK LETTERS)</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p> |
| <p>M.P.D.</p> | <p>MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY (To be signed at the time of executing the within dealing)</p> <p>The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within dealing.</p> <p>Signed at _____ the _____ day of _____ 19 _____</p> <p style="text-align: center;">_____ Signature of attorney</p> <p style="text-align: center;">_____ Signature of witness</p> |
| <p>CERTIFICATE OF J.P. &c. TAKING DECLARATION OF ATTESTING WITNESS⁽²⁾</p> <p>I certify that _____ the attesting witness to this dealing, appeared before me at _____ the _____ city of _____ 19 _____</p> <p>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.</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">_____ Name (BLOCK LETTERS)</p> <p style="text-align: center;">_____ Qualification</p> | <p><small>(1) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.</small></p> <p><small>(2) Not required where dealing attested in accordance with note (b); in other cases to be signed by one of the persons referred to in note (b).</small></p> |



Form: 13PC
Release: 3-1

POSITIVE COVENANT

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

AM686115A

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
(B) LODGED BY
26 SEP 2017
1:30
TIME: (C) REGISTERED PROPRIETOR

235/122952/ Formaly being 235/788376

| | |
|---|------|
| Document Name, Address or DX, Telephone, and Customer Account Number if any | CODE |
| Collection Box J Group PM Pty Ltd, 0913 147 828 1W Hila Alha PO Box 1112 Enfield Sth NSW 2131 | PC |
| Reference: | |

Of the above land
HAZJ PTY LIMITED (ACN 165 876 406)

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

| Nature of Interest | Number of Instrument | Name |
|--------------------|----------------------|--------------------------------|
| Mortgage | AK481652 | COMMONWEALTH BANK OF AUSTRALIA |

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

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

DATE

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

Signature of witness: *V Gork*
Name of witness: *Valentina Corgioski*
Address of witness: *11-65 Hordash Rd Strathfield NSW 2135*

Signature of authorised officer: *[Signature]*
Name of authorised officer: *Silvio Falato*
Position of authorised officer: *A/ Director Infrastructure + 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: HAZJ PTY LIMITED (ACN 165 876 406)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: *Joseph ALHA Joseph Alha*
Office held: *Sole Director/Secretary*

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

* (H) Consent of the mortgagee
The mortgagee under mortgage No. AK481652, 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]*
Name of witness: *MARILYN HOLLOVICIA*
Address of witness: *201 SUMNER STREET, Sydney NSW*

Signature of mortgagee: *[Signature]*
Name of mortgagee: *Stephen Small*
Relationship: *Exec Property*
Power of Attorney BK: 4548 NO: 999

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

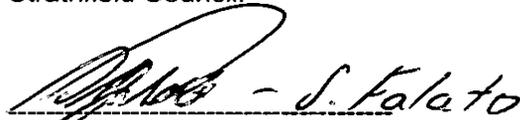
Property Address: 23-25 Churchill Avenue, STRATHFIELD NSW 2135

1. Terms

- (a) The stormwater detention facility as described by work as executed plan prepared by East Coast Positioning Pty Ltd Land Surveyors Bella Vista dated 12 May 2017 forming part of the DA approval DA 2014/171 shall not be altered or removed in whole or in part without the written approval of Strathfield Council.
- (b) The registered proprietor is to maintain the stormwater detention facility in working condition.
- (c) Authorised Strathfield Council employees are to be allowed access for inspection upon reasonable notice. The registered proprietor is to comply with any notices issued by Council regarding rectification or maintenance works to be carried out for compliance.
- (d) In the event of the registered proprietor not complying with this notice, Council or its authorised agents may enter and carry out the specific work and recover the costs due.

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

Strathfield Council.



Authorised Person
Strathfield Council



Form: 07L
Release: 2.0
www.lands.nsw.gov.au

LEASE
New South Wales
Real Property Act 1900

AM686116X
PLAN FEE RAISED

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

STAMP DUTY

Office of State Revenue use only

(A) **TORRENS TITLE**
26 SEP 2017
TIME: 1730

Certificate of Title 235/788376 now being 235/122952/1
PART being the premises shown as "A" on the plan annexed marked "LEASE PLAN" together with the right of way and easement referred to in Clauses 1 and 2 of Annexure "A".

(B) **LODGED BY**

| | | | |
|-------------------------------|--|------------|-----------|
| Document Collection Box 1W | Name, Address or DX and Telephone J Group PM Pty Ltd 0913 147 828 Hila Ailha PO Box 1112 Enfield St NSW 2133 | Reference: | CODE L |
|-------------------------------|--|------------|-----------|

(C) **LESSOR**

HAZJ PTY LIMITED
ACN 165 876 406

The lessor leases to the lessee the property referred to above.

(D) **Encumbrances (if applicable):**

(E) **LESSEE**

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

TENANCY:

- (G) 1. **TERM** 50 years
2. **COMMENCING DATE** 25.7.2017
3. **TERMINATING DATE** 24.7.2067
4. With an **OPTION TO RENEW** for a period of 25 years set out in clause 29 of Memorandum AK980904
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause 1 & 2 of Annexure "A"
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.
8. Incorporates the provisions set out in memorandum recorded in the Department of Lands, Land and Property Information Division as No(s). AK980904
9. The **RENT** is set out in clause No. 5 of Memorandum AK980904

①

DATE 30th August 2017

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

Corporation: HAZJ PTY LIMITED (ACN 165 876 406)

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person: Joseph ALHA

Name of authorised person: _____

Office held: Sole Director/Secretary

Office held: _____

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee:

Name of witness: For execution by the

Address of witness: Lessee see page 3

(I) STATUTORY DECLARATION *

I, _____ solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

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

and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at _____ in the State of New South Wales

on _____ in the presence of—

Signature of witness: _____

Signature of lessor: _____

Full name of witness: _____

Address of witness: _____

Qualification of witness: [tick one]

Justice of the Peace

Practising Solicitor

Other [specify] _____

* As the Department of Lands may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment of the form at Land and Property Information Division.

Annexure A to LEASE

Parties:

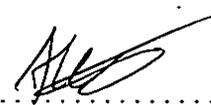
HAZJ PTY LIMITED ACN 165 876 406 and
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

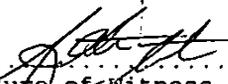
Dated

The Lessee shall have the benefit of the following rights:

- 1 A RIGHT OF WAY over the land shown as "E" on the plan annexed and marked "LEASE PLAN" on the terms contained in clause 18(a) of Memorandum AK980904 filed in Land & Property Information NSW.
- 2 An EASEMENT FOR ELECTRICITY ^{PURPOSES} ~~WORKS~~ over the land shown as "B", "C" & "D" on the plan annexed and marked "LEASE PLAN" on the terms contained in clause 18(b) of Memorandum AK980904 filed in Land & Property Information NSW.

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


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

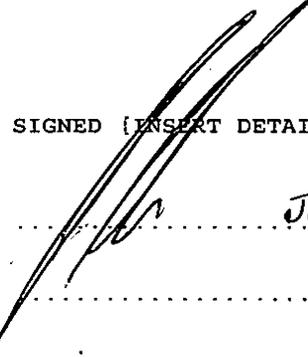

.....
Signature of Witness

ANGELO KRIVETOS
.....
Name of Agent in full

..... ANNETTE MARTINS
Name of Witness in full

52 martin Place
126 Phillip Street Sydney NSW 2000

SIGNED [INSERT DETAILS] Director of HAZJ Pty Ltd

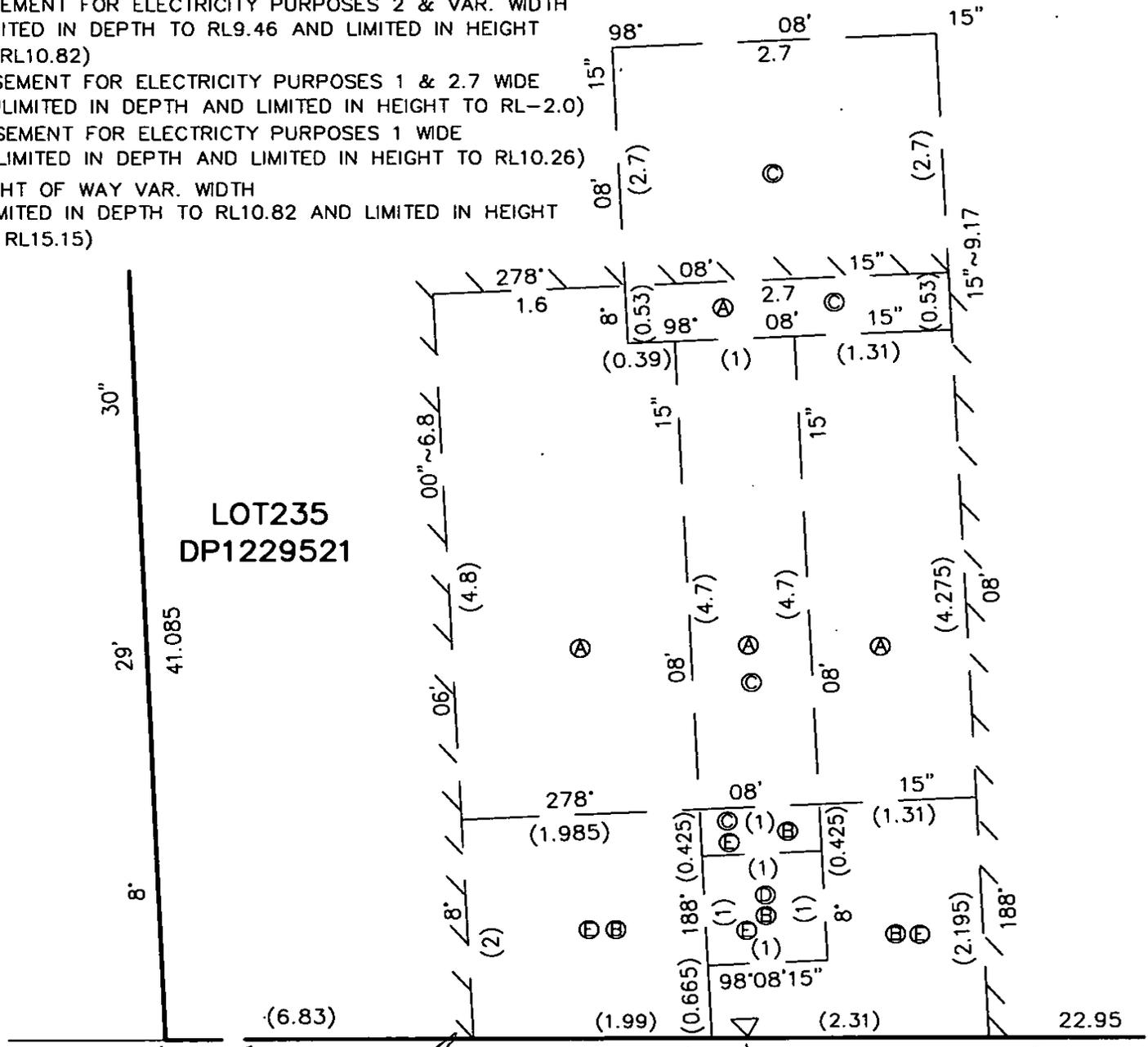

..... Joseph Alha :
.....

LEASE PLAN



THIS IS THE SKETCH REFERRED TO IN AND TO ACCOMPANY
 MY REPORT TO JGroup
 RE LOT235 DP1229521 OUR REF ECP460.WAE.02b
 DATED 20/02/17 REGISTERED SURVEYOR M. SENG

- Ⓐ LEASE OF PREMISES FOR SUBSTATION No. 76886
 (LIMITED IN DEPTH TO RL10.26 AND LIMITED IN HEIGHT TO RL15.15)
- Ⓑ EASEMENT FOR ELECTRICITY PURPOSES 2 & VAR. WIDTH
 (LIMITED IN DEPTH TO RL9.46 AND LIMITED IN HEIGHT TO RL10.82)
- Ⓒ EASEMENT FOR ELECTRICITY PURPOSES 1 & 2.7 WIDE
 (UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL-2.0)
- Ⓓ EASEMENT FOR ELECTRICITY PURPOSES 1 WIDE
 (UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL10.26)
- Ⓔ RIGHT OF WAY VAR. WIDTH
 (LIMITED IN DEPTH TO RL10.82 AND LIMITED IN HEIGHT TO RL15.15)



CHURCHILL

BM(CUT IN CONC.)
 (RL10.825AHD)

SSM54873
 AVENUE (RL10.204AHD)
 (CLASS:LB ORDER:L2)

SCALE 1:50
 IMPORTANT NOTE

THIS PLAN IS FOR A LEASE PLAN FOR A SUBSTATION CHAMBER AND AS SUCH SHOULD BE USED ONLY FOR THE PURPOSE FOR WHICH IT WAS PREPARED. OWNERS OR PURCHASERS SHOULD BE AWARE THAT IF UTILISING OR BUILDING TO THE BOUNDARY, EAST COAST POSITIONING SURVEYORS SHOULD BE FIRST CONTACTED IN CASE BOUNDARY LOCATION ON THIS OR ADJOINING LOTS CARRIES HIGHER THAN NORMAL RISK. EAST COAST POSITIONING THEREFORE CAN ACCEPT NO RESPONSIBILITY FOR FAILURE TO USE THIS PLAN WITHIN THE LIMITATIONS INTENDED.

Annexure

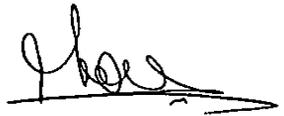
Certificate of Title: **235/788376**

Commonwealth Bank of Australia A.B.N. 48 123 123 123 being the Mortgagee under Memorandum Of Mortgage No./dated **AK481652** of the premised demised by the within lease
HEREBY CONSENTS to such lease.

**SIGNED IN MY PRESENCE BY
Senior Conveyancing Officer**

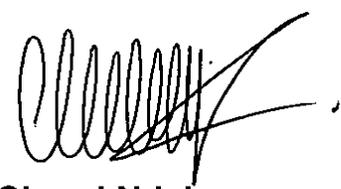
.....
Cheryl Ndaira

.....
of the Commonwealth Bank of Australia,
the duly constituted Attorney of the said
bank who is personally known to me.



Monika Eshou
150 George Street Parramatta NSW 2150

COMMONWEALTH BANK OF AUSTRALIA by its
attorney who is the SENIOR CONVEYANCING
OFFICER for the time being at Sydney and who is the
attorney mentioned and referred to in Power of Attorney
registered in the Land and Property Information Book
4297 No 297



Cheryl Ndaira

FILM WITH AM686116

sparke
HELMORE
LAWYERS

9 August 2017

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

Dear Sir

Ausgrid acquisition of lease from Hazj Pty Limited
Property: 23-25 Churchill Avenue, Strathfield
Caveat No.: AK480581
Our ref: HEM/AUS096-00817

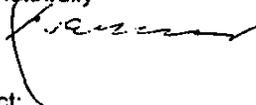
We act for Ausgrid (now ADMHC) and lodged Caveat AK480581 over the title to the above property.

We are instructed to consent to the registration of a Lease in favour of ADMHC.

Caveat AK480581 should be removed from the titles following the registration of the Lease in favour of ADMHC.

If you require any additional information please contact our office.

Yours faithfully



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

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

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

HEM\JBF\61172263\1

1 of 1

Form: 15CH
Release: 2.1

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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



AN75875H

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 235-1229521 CP/SP96307 |
|---|

(B) **LODGED BY**

| | | |
|---|---|-----------------------|
| Document Collection Box IW | Name, Address or DX, Telephone, and Customer Account Number if any Mrs Hila Alha 0413147828 PO BOX 909 STRATHFIELD NSW 2135 | CODE CH |
| | Reference: | |

- (C) The Owners-Strata Plan No. SP96307 certify that a special resolution was passed on 21/11/2017
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
 Added by-law No. NOT APPLICABLE
 Amended by-law No. NOT APPLICABLE
 as fully set out below:
 Bylaws
~~Minutes of Annual General Meeting~~

(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 D

(G) The seal of The Owners-Strata Plan No. SP96307 was affixed on 30 JANUARY 2017 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature: [Signature]
Name: ROBERT PIGNATARO

Authority: STRATA MANAGER

Signature:

Name:

Authority:



| Approved Form 7 | Strata Plan By-laws | Sheet 1 of 16 Sheet(s) |
|-----------------|---------------------|------------------------|
| Registered: | Office Use Only | Office Use Only |

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

RESIDENTIAL BY-LAWS

**23 – 25 CHURCHILL AVENUE,
STRATHFIELD NSW 2135**

2/18



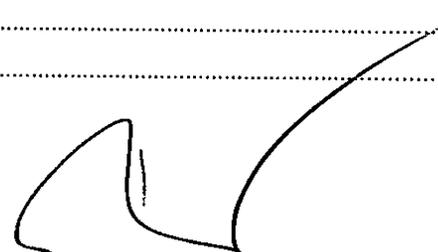
| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 2 of 16 Sheet(s) |
| Registered: | Office Use Only | Office Use Only |

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

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| Approved Form 7 | Strata Plan By-laws | Sheet 3 of 16 Sheet(s) |
| Registered: | Office Use Only | Office Use Only |

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

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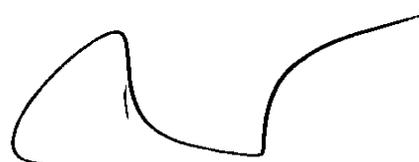
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| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 4 of 16 Sheet(s) |
| Registered: | Office Use Only | Office Use Only |

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

1 Vehicles

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

2 Changes to common property

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

3 Damage to lawns and plants on common property

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

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

4 Obstruction of common property

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

5 Keeping of animals

(1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.

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| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 4 of 16 Sheet(s) |
| Registered: | Office Use Only | Office Use Only |

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

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

2 Changes to common property

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

3 Damage to lawns and plants on common property

- An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - (b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

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

5 Keeping of animals

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.

6/18



| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 5 of 16 Sheet(s) |
| Registered: | Office Use Only | Office Use Only |

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

- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
- (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the Disability Discrimination Act 1992 of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

8 Children playing on common property

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

9 Smoke penetration

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

7/18



| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 6 of 16 Sheet(s) |
| Registered: | Office Use Only | Office Use Only |

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

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

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

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

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

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

(2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

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

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

14 Hanging out of washing

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

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

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| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 7 of 16 Sheet(s) |
| Registered: | Office Use Only | Office Use Only |

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

(3) In this by-law:

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

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

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

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

(3) An owner or occupier must:

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

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

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

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

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

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

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

(9) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

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

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

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

(3) An owner or occupier must:

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| Approved Form 7 | Strata Plan By-laws | Sheet 8 of 16 Sheet(s) |
|-----------------|---------------------|------------------------|
| Registered: | Office Use Only | Office Use Only |

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

- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
"bin" includes any receptacle for waste.
"waste" includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

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

18 Compliance with planning and other requirements

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

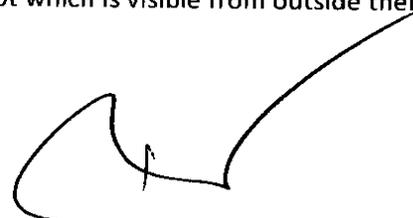
19 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

20 For Sale/ Lease signage

Unless there is prior written consent of the owners corporation, owners and occupiers must not attach, erect or exhibit any sign to or on any part of the common property or part of their lot which is visible from outside their lot.

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| Registered: | Office Use Only | Office Use Only |

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

21 Commercial Use and Signage

The use and signage of the commercial lots must comply with all local council and or other statutory body requirements.

22 Exclusive use – lot 1

- (a) The owners and occupiers for the time being of lot 1 will have the right to the exclusive use and enjoyment of that part of the common property immediately adjacent to the lot as defined in the annexed plan hereto marked "A".
- (b) The owner or occupier is responsible for the cleaning of that part of the exclusive use area.
- (c) The owner or occupier of lot 1 is not obliged to pay to the owners corporation any license or occupation fee for the exclusive use area.

23 Exclusive use – lot 2

- (a) The owners and occupiers for the time being of lot 2 will have the right to the exclusive use and enjoyment of that part of the common property immediately adjacent to the lot as defined in the annexed plan hereto marked "B".
- (b) The owner or occupier is responsible for the cleaning of that part of the exclusive use area.
- (c) The owner or occupier of lot 2 is not obliged to pay to the owners corporation any license or occupation fee for the exclusive use area.

24 Exclusive use – lot 3

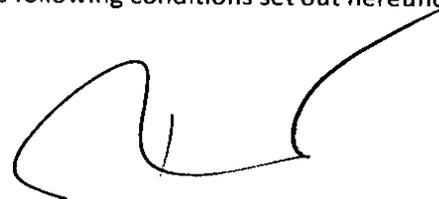
- (a) The owners and occupiers for the time being of lot 3 will have the right to the exclusive use and enjoyment of that part of the common property immediately adjacent to the lot as defined in the annexed plan hereto marked "C".
- (b) The owner or occupier is responsible for the cleaning of that part of the exclusive use area.
- (c) The owner or occupier of lot 3 is not obliged to pay to the owners corporation any license or occupation fee for the exclusive use area.

25 Exclusive use – lot 52 REPEALED 21st November 2017**

26 Exclusive use – lot 1 – Passed 21st November 2017

The owner's corporation hereby approves and consents to the exclusive use of the common property roof top. The exclusive use will reside to the Owners of Lot 1 to prevent any damage or trespassing on the roof. As shown in annexed 'D' identifying the change on the strata plan will be subjected to the following conditions set out hereunder:

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

Conditions:

- The owner shall be responsible for properly maintaining and keeping in a state of good and serviceable repair the common property which is subject of this By-Law and, where necessary, renewing or replacing any fixtures or fittings comprised in the common property which is the subject of this by-law and the owner shall be entitled to do all such things in and about the common property as are necessary to meet the owner's obligations pursuant to this condition.
- The owner shall, at the owner's expense, make good any damage to the common property caused as a result of the use to which the owner puts the common property roof top which is the subject of this By-Law no matter when such damage may become evident.
- The owner will indemnify and keep indemnified the owners corporation against all actions, proceedings, claims, demands, costs, damages and expenses which may be incurred by or brought or made against the owners corporation arising directly or indirectly out of the use to which the owner puts the common property which is the subject of this By-Law.
- The owner shall only use the common property which is the subject of this By-Law for purposes ancillary to the use of the owners Lot.
- The owner shall be entitled to keep pots, garden furniture, and boxes of tiles, paint tins and spare tools on the roof top balcony. Any items placed or kept on the roof must not be flammable, dangerous, reduce the level of fire safety throughout the strata scheme, create a hazard, danger, or nuisance to the owner or occupier of another Lot or any person lawfully using the common property or be likely to overload the structure of any part of the strata scheme.
- Nothing in this By-Law permits the owner to construct, erect or install on the common property which is the subject of this By-Law any fixture, fitting or thing which the owner would not otherwise be entitled to construct, erect or install without the consents of the owners corporation.
- In the event that the electrical power, water or any other service connected to the owner's lot is separately metered and changed to the account of the owner, then any such service that is connected to any part of the common property which is subject to this By-Law shall be installed so as to also be separately metered and charged to the account of the owner.
- The owner shall, within seven days of any request by the owners corporation provide evidence of the existence of a current insurance policy covering any risk established by this By-Law.
- The owner shall pay all of the costs of the owners corporation incurred in connection with the preparation, passing and registration of this By-Law and the owners corporation may refuse to execute any documentation relating to the registration of this By-Law until such time as those costs are paid by the owner.
- If the owner is in breach of any condition of this By-Law and fails to rectify that breach within thirty days of the service of a written notice from the owners corporation requiring rectification of that breach, then the

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

owners rights hereunder shall terminate forthwith, irrespective of whether this By-Law remains on the folio of the register for the common property, and the owners corporation may rectify any such breach and may recover as a debt due from the owner the costs of the rectification together with the expenses of the owners corporation incurred in recovering those costs. The costs of the rectification shall become due and payable by the owner as and when they are paid by the owners corporation and if not paid by the end of one month after they become due and payable, they shall bear simple interest at the same annual rate as shall apply to the contributions levied by the owners corporation from time to time.

- The owners corporation may, by its agents, employees or contractors enter on any part of the parcel for the purpose of rectifying any breach of this By-Law.

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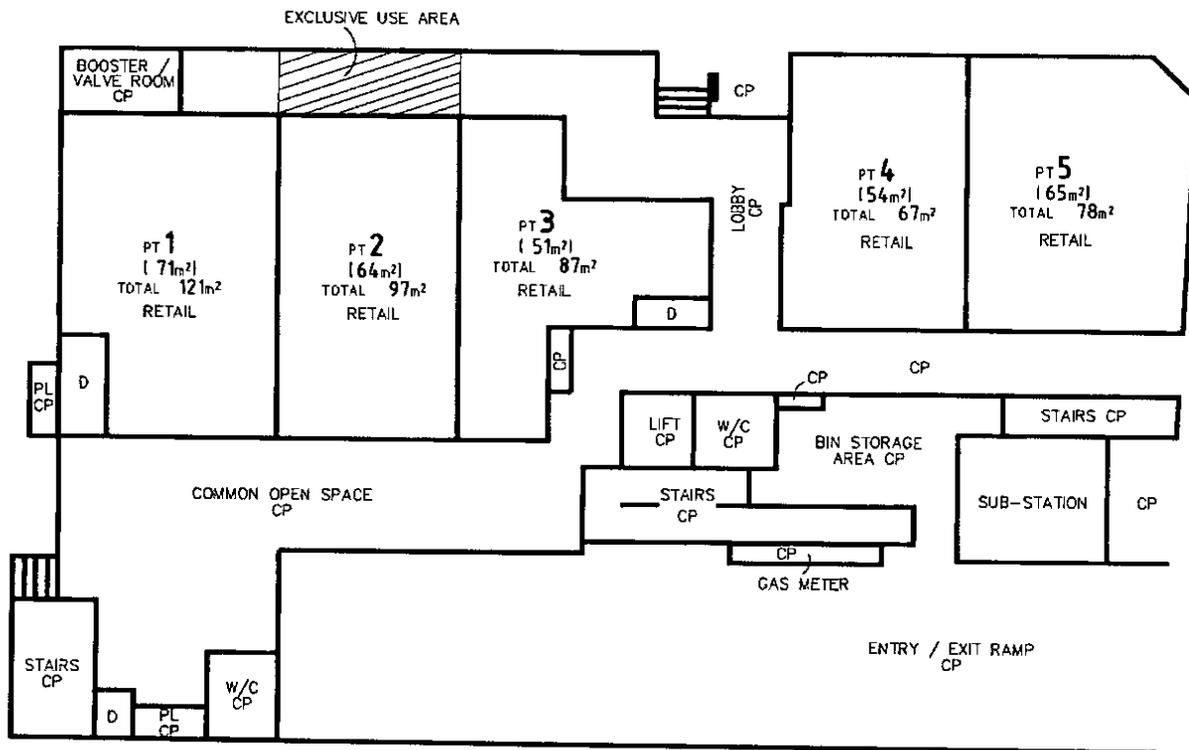


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Instrument setting out the details of by-laws to be created upon registration of a strata plan

GROUND FLOOR PLAN
COMMERCIAL RETAIL

ANNEXURE B



Lengths are in metres. Reduction Ratio 1: 150

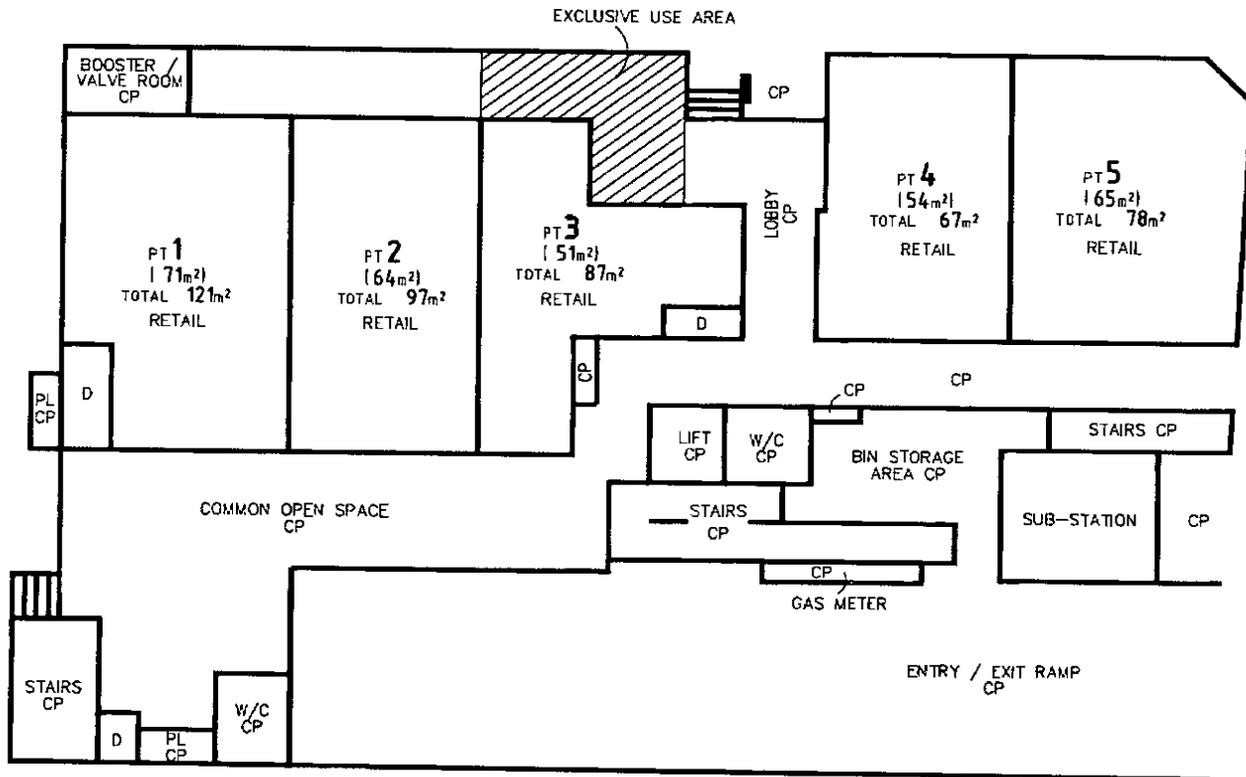
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GROUND FLOOR PLAN
COMMERCIAL RETAIL

ANNEXURE C



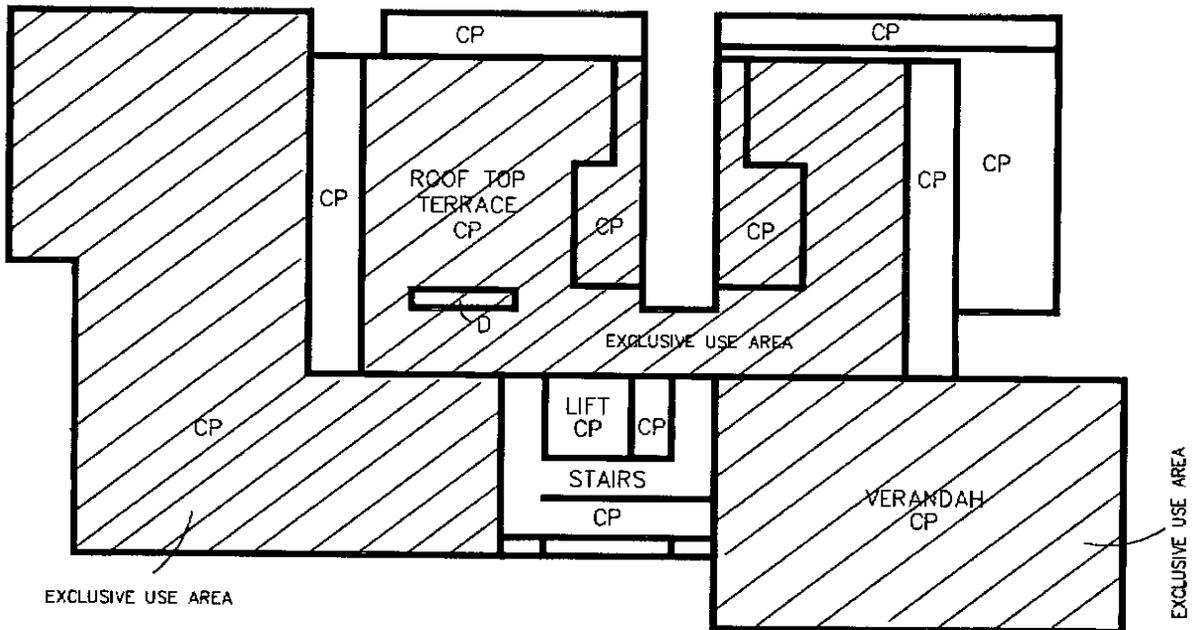
Lengths are in metres. Reduction Ratio: 1: 150

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

ANNEXURE D



ROOF TERRACE FLOOR PLAN

Lengths are in metres, Reduction Ratio 1: 200

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



STRATA MANAGER
ROBERT PIGNATARO
8 CUNNINGHAM ST
SMITHS HILLS

Executions

Lodger Details

Lodger Code 501746Y
Name SPARKE HELMORE LAWYERS
Address L 29, 25 MARTIN PL
SYDNEY 2000
Lodger Box 42G
Email PROPERTY.REGISTRATION@SPARKE.COM.AU
Reference AKV:ALA009-62 C

Land Registry Document Identification

AV896169

STAMP DUTY:

Consolidation/Change of By-laws

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

| Land Title Reference | Part Land Affected? | Land Description |
|----------------------|---------------------|------------------|
| CP/SP96307 | N | |

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP96307
Other legal entity

Meeting Date

23/02/2026

Repealed by-law No.

Details Repealed by-law No. 22

Amended by-law No.

Details NOT APPLICABLE

Added by-law No.

Details Added by-law No. 24

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

Attachment

See attached Conditions and Provisions

See attached Approved forms

Execution

The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP96307

Signer Name LEON SAKARIS

Signer Organisation PARTNERS OF SPARKE HELMORE

Signer Role PRACTITIONER CERTIFIER

Execution Date 25/02/2026

Save As **Print** **Reset Form** **Add an Annexure** **FOR HELP WITH THIS FORM CLICK HERE**

Form: 15CH
Release: 2.3

**CONSOLIDATION/
CHANGE OF BY-LAWS**

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

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

(A) **TORRENS TITLE**

| |
|---------------------------------------|
| For the common property CP/SP96307 |
|---------------------------------------|

(B) **LODGED BY**

| | | |
|-------------------------------|---|------------------------------|
| Document Collection Box | Name | CODE CH |
| | Company Sparke Helmore | |
| | Address Level 29, 25 Martin Place Sydney NSW 2000 | |
| | E-mail Ana.Konitsas@sparke.com.au Contact Number 9260 2578 Customer Account Number (IF APPLICABLE) Reference | |

(C) The Owner-Strata Plan No. certify that a special resolution was passed on **Reset** (D)

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows -

(E) Repealed by-law No.

Added by-law No.

Amended by-law No. NOT APPLICABLE

as fully set out below :

See added By-Law at Annexure "A" hereto

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

Signature : 
Name :

Authority : Strata Manager

Signature : 
Name :

Authority :



| Approved Form 7 | Strata Plan By-laws | Sheet 1 of 16 Sheet(s) |
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Instrument setting out the details of by-laws to be created upon registration of a strata plan

Strata Plan No. 96307
CONSOLIDATION OF BY-LAWS

Annexure "A"

23 – 25 CHURCHILL AVENUE,
STRATHFIELD NSW 2135



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

The Common Seal of The Owners – Strata Plan 96307 was affixed on)
)
 being the person(s) authorised by)
 section 238 of the *Strata Management Act 1996* to attest the affixing of the seal)
 in the presence of:)



[Handwritten signature]

 Signature of Witness

[Handwritten signature]

 Signature of Authorised Representative

Amelese Ko

 Print name of Witness

Max Lui, Strata Manager

 Print name of Authorised Representative

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

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

Annexure D.....15
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1 Vehicles

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

2 Changes to common property

(1) An owner or person authorised by an owner may install, without the consent of the owners corporation:

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

- (a) any locking or other safety device for protection of the owner’s lot against intruders or to improve safety within the owner’s lot, or
- (b) any screen or other device to prevent entry of animals or insects on the lot, or
- (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

- An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:
- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
 - (b) use for his or her own purposes as a garden any portion of the common property.

4 Obstruction of common property

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

5 Keeping of animals

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

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

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

6 Noise

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

7 Behaviour of owners, occupiers and invitees

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

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

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

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

8 Children playing on common property

(1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.

(2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

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

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

10 Preservation of fire safety



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

11 Storage of inflammable liquids and other substances and materials

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

12 Appearance of lot

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

13 Cleaning windows and doors

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

14 Hanging out of washing

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

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

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

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

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

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

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

(5) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

(1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.

(2) Without limiting clause (1), the following changes of use must be notified:

(a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),

(b) a change to the use of a lot for short-term or holiday letting.

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

18 Compliance with planning and other requirements

(1) The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

(2) The owner or occupier of a lot must ensure that the lot is not occupied by more persons than are allowed by law to occupy the lot.

19 Moving furniture and other objects on or through common property

An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the strata committee so as to enable the strata committee to arrange for its nominee to be present at the time when the owner or occupier does so.

20 For Sale/ Lease signage

Unless there is prior written consent of the owners corporation, owners and occupiers must not attach, erect or exhibit any sign to or on any part of the common property or part of their lot which is visible from outside their lot.

21 Commercial Use and Signage

The use and signage of the commercial lots must comply with all local council and or other statutory body requirements.

| Approved Form 7 | Strata Plan By-laws | Sheet 10 of 16 Sheet(s) |
|-----------------|---------------------|-------------------------|
| Registered: | Office Use Only | Office Use Only |

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

22 Exclusive use – lot 59

- (a) The owners and occupiers for the time being of lot 59 will have the right to the exclusive use and enjoyment of that part of the common property immediately adjacent to the lot as defined in the annexed plan hereto marked "B".
- (b) The owner or occupier is responsible for the cleaning of that part of the exclusive use area.
- (c) The owner or occupier of lot 59 is not obliged to pay to the owners corporation any license or occupation fee for the exclusive use area.

23 Exclusive use – lot 58

- (a) The owners and occupiers for the time being of lot 58 will have the right to the exclusive use and enjoyment of that part of the common property immediately adjacent to the lot as defined in the annexed plan hereto marked "C".
- (b) The owner or occupier is responsible for the cleaning of that part of the exclusive use area.
- (c) The owner or occupier of lot 58 is not obliged to pay to the owners corporation any license or occupation fee for the exclusive use area.

24 Exclusive use – lot 57

- (a) The owners and occupiers for the time being of lot 57 will have the right to the exclusive use and enjoyment of that part of the common property immediately adjacent to the lot as defined in the annexed plans hereto marked "A" & "D".
- (b) The owner or occupier is responsible for the cleaning of that part of the exclusive use area.
- (c) The owner or occupier of lot 57 is not obliged to pay to the owners corporation any license or occupation fee for the exclusive use area.



| | | |
|------------------------|----------------------------|--------------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 11 of 16 Sheet(s) |
| Office Use Only | | Office Use Only |
| Registered: | | |

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

The Common Seal of The Owners – Strata Plan 96307 was affixed on)
)
 being the person(s) authorised by)
 section 238 of the *Strata Management Act 1996* to attest the affixing of the seal)
 in the presence of:)



[Handwritten Signature]

 Signature of Witness

[Handwritten Signature]

 Signature of Authorised Representative

Aneleise Ko

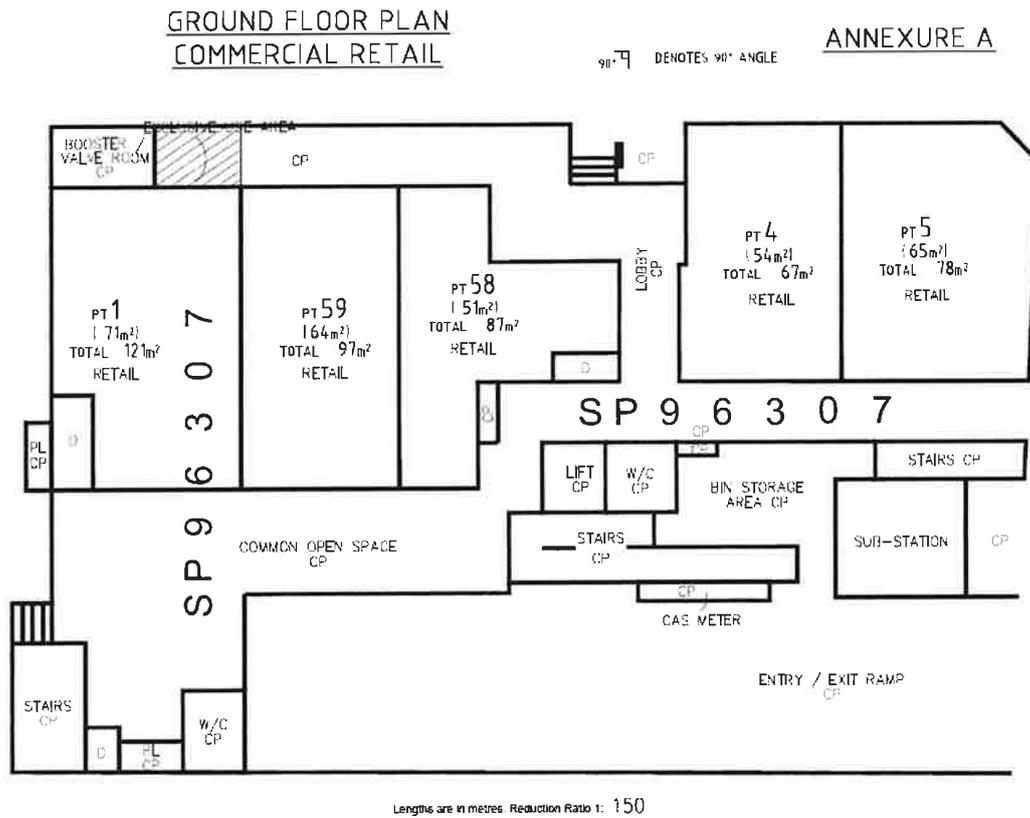
 Print name of Witness

Kox Lui, Strata Manager

 Print name of Authorised Representative

| | | |
|-----------------|---------------------|-------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 12 of 16 Sheet(s) |
| Registered: | | Office Use Only |
| Office Use Only | | Office Use Only |

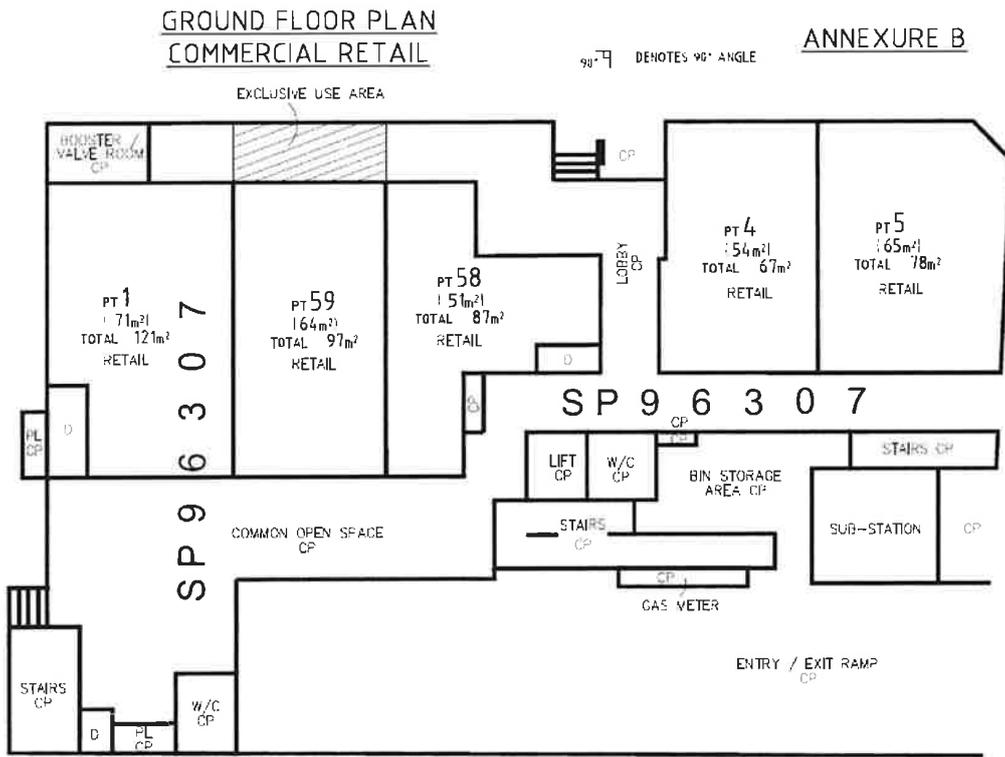
Instrument setting out the details of by-laws to be created upon registration of a strata plan



Handwritten signature

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|------------------------|----------------------------|--------------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 13 of 16 Sheet(s) |
| Registered: | Office Use Only | Office Use Only |

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

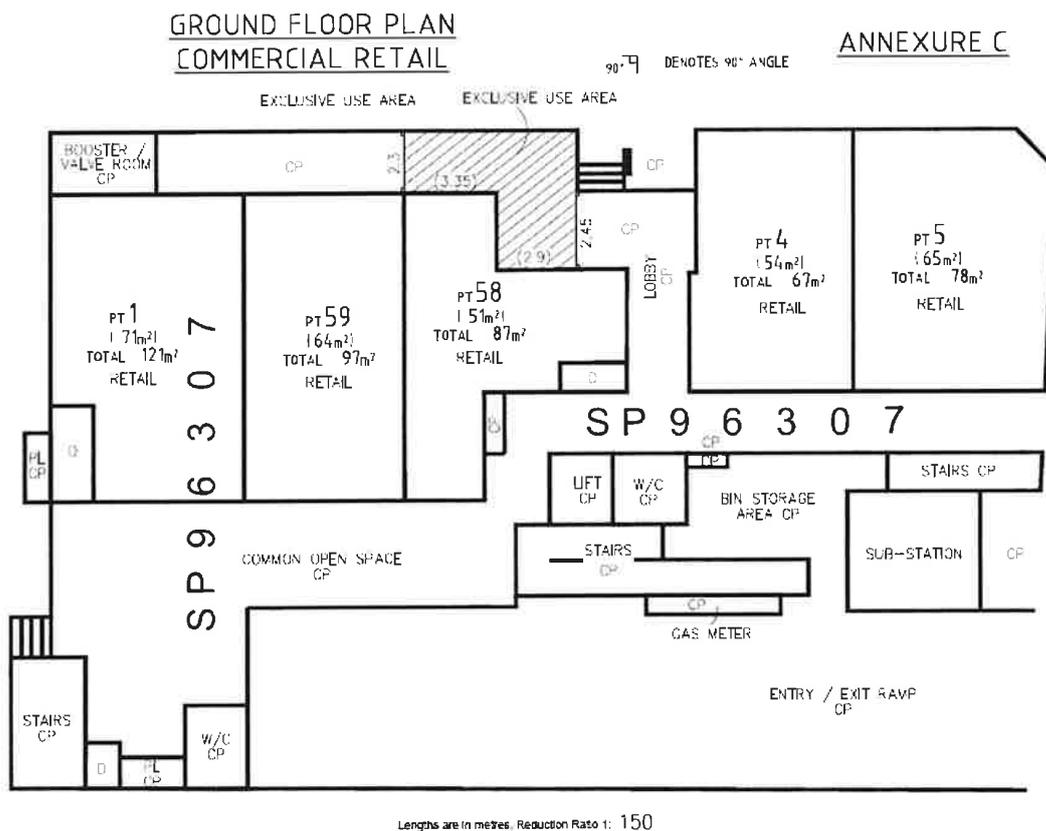


Lengths are in metres. Reduction Ratio 1: 150

Handwritten signature

| | | |
|-----------------------------|---------------------|-------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 14 of 16 Sheet(s) |
| Registered: Office Use Only | | Office Use Only |

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

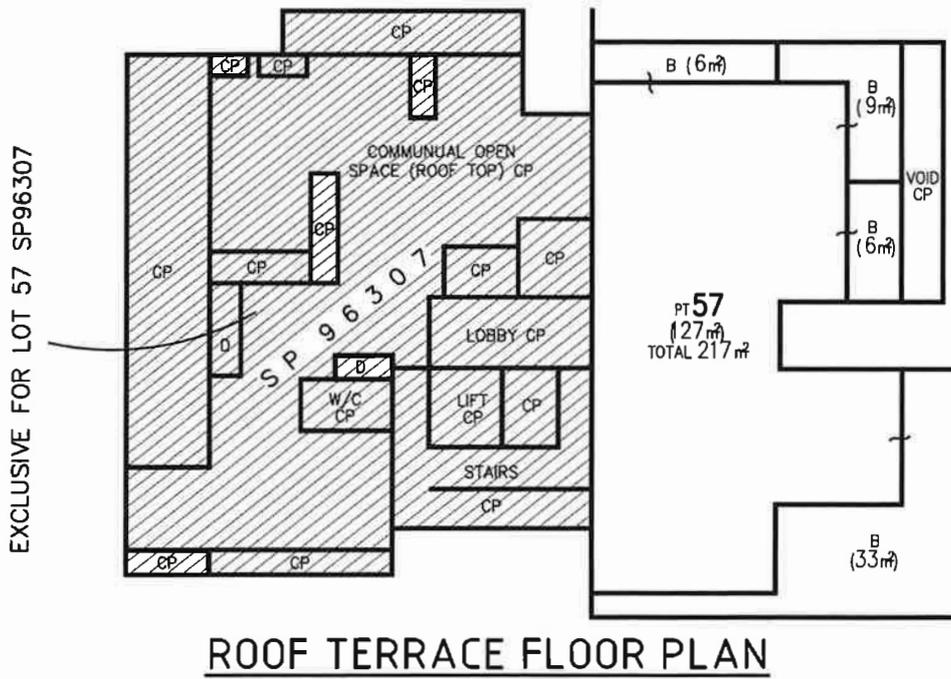


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|------------------------|----------------------------|--------------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 15 of 16 Sheet(s) |
| Registered: | Office Use Only | Office Use Only |

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

ANNEXURE D



Lengths are in metres. Reduction Ratio 1: 200

Executions

| | | |
|------------------------|----------------------------|--------------------------------|
| Approved Form 7 | Strata Plan By-laws | Sheet 16 of 16 Sheet(s) |
| Registered: | Office Use Only | Office Use Only |

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

The Common Seal of The Owners – Strata Plan 96307 was affixed on)
)
 being the person(s) authorised by)
 section 238 of the *Strata Management Act 1996* to attest the affixing of the seal)
 in the presence of:)



[Handwritten Signature]

 Signature of Witness

[Handwritten Signature]

 Signature of Authorised Representative

Amelese K

 Print name of Witness

Max Lai, Steve Manney

 Print name of Authorised Representative

Approved Form 10

Certificate re Initial Period

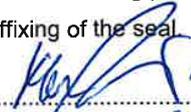
The owners corporation certifies that in respect of the strata scheme:

*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 96307 was affixed on 23/02/26 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature:  Name: Max Lam Authority: Strata Manager

Signature:  Name: Anneliese K Authority: Strata Manager

^ Insert appropriate date
* Strike through if inapplicable.

Text below this line is part of the instructions and should not be reproduced as part of a final document.

1. This form must be provided in its entirety as shown above.
2. Any inapplicable parts should be struck through.
3. This certificate is required to accompany any document which proposes action not permitted during the initial period and when the common property title does not have a notification indicating the initial period has been expired.

Lodger Details

Lodger Code 501746
Name SPARKE HELMORE LAWYERS
Address L 29, 25 MARTIN PL
SYDNEY 2000
Lodger Box 42G
Email PROPERTY.REGISTRATION@SPARKE.COM.AU
Reference CGL:ALA009-52

For Office Use Only

AU700787

LEASE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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.

Land Title Reference

59/SP104970

Land Extent

WHOLE OF THE LAND

Land Title Reference

58/SP104970

Land Extent

WHOLE OF THE LAND

Land Title Reference

1/SP96307

Land Extent

WHOLE OF THE LAND

Lessor

Name HAZJ PTY LTD
ACN 165876406

Lessee

Name DICI PTY LTD
ACN 639386842
Share Fraction 1/2
Name HORWOOD NOLAN STRATHFIELD SALES PTY LTD
ACN 678612201
Share Fraction 1/2
Tenancy (inc. share) TENANTS IN COMMON

The lessor leases to the lessee the property referred to above.

Lease Details

Term 5 YEARS
Commencing Date 06/08/2024
Terminating Date 05/08/2029
Option to Renew YES
Option to Renew Period 5 YEARS
Option to Purchase NO

Rent Details

Payment Terms The rent is set out in item No. 5 of Schedule 1.
Rent Description The rent is set out in item No. 5 of Schedule 1.

Conditions and Provisions

See attached CONDITIONS AND PROVISIONS

THE SUBSCRIBER VERIFIES THAT THE ATTACHED LEASE HAS BEEN SIGNED BY OR ON BEHALF OF A PERSON PURPORTING TO BE THE LESSEE.

THE LESSOR DECLARES, TO THE BEST KNOWLEDGE OF THE SUBSCRIBER, THAT REGISTRATION OF THE LEASE IS NOT PRECLUDED BY ANY OPTION OF RENEWAL/PURCHASE IN A REGISTERED LEASE.

Lessor Execution

The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

| | |
|------------------------------|----------------------------|
| Executed on behalf of | HAZJ PTY LTD |
| Signer Name | LEON SAKARIS |
| Signer Organisation | PARTNERS OF SPARKE HELMORE |
| Signer Role | PRACTITIONER CERTIFIER |
| Execution Date | 19/12/2024 |

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Form: 07L
Firm name: Sparke Helmore Lawyers
Release: 4.8

LEASE
New South Wales
Real Property Act 1900

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

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

STAMP DUTY

Insert Duties Assessment No. as issued by Revenue NSW Office.

Duties Assessment No.

(A) TORRENS TITLE

Property leased:
Folio Identifiers 58/SP104970, 59/SP104970 and 1/SP96307

(B) LODGED BY

(E) Document
Collection
Box

42G

Name, Address, Telephone, and Customer Account Number if any
SPARKE HELMORE LAWYERS
LLPN: 123009S

Reference: CGL: ALA009-00052

CODE

L

(C) LESSOR

Hazj Pty Ltd ACN 165 876 406

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

Horwood Nolan Strathfield Sales Pty Ltd ACN 678 612 201; and
DiCi Pty Ltd ACN 639 386 842

(F)

TENANCY: Tenants in common in equal shares

- (G)**
- TERM:** 5 years
 - COMMENCING DATE:** 6 August 2024
 - TERMINATING DATE:** 5 August 2029
 - With an **OPTION TO RENEW** for a period of 5 years set out in clause 22 of Annexure A
 - With an **OPTION TO PURCHASE** set out in clause N/A of N/A
 - Together with and reserving the **RIGHTS** set out in clause N/A of N/A
 - Incorporates the provisions or additional material set out in **ANNEXURE A** hereto.
 - Incorporates the provisions set out in N/A No. N/A
 - The **RENT** is set out in item No. 5 of Schedule 1

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DATE _____/_____/_____

(H) 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: Hazj Pty Ltd ACN 165 876 406
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: SEE ANNEXURE A PAGE 76

Signature of authorised person: SEE ANNEXURE A PAGE 76

Name of authorised person:
Office held: Director / Secretary / Sole
Director/Secretary / Other

Name of authorised person:
Office held: Director / Secretary / Sole
Director/Secretary / Other

(I) 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: Horwood Nolan Strathfield Sales Pty Ltd
ACN 678 612 201
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: SEE ANNEXURE A PAGE 77

Signature of authorised person: SEE ANNEXURE A PAGE 77

Name of authorised person:
Office held: Director / Secretary / Sole
Director/Secretary / Other

Name of authorised person:
Office held: Director / Secretary / Sole
Director/Secretary / Other

Company: DiCi Pty Ltd ACN 639 386 842
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: SEE ANNEXURE A PAGE 78

Signature of authorised person: SEE ANNEXURE A PAGE 78

Name of authorised person:
Office held: Director / Secretary / Sole
Director/Secretary / Other

Name of authorised person:
Office held: Director / Secretary / Sole
Director/Secretary / Other

(J) **STATUTORY DECLARATION***

I _____, solemnly and sincerely declare that—

1. The time for the exercise of option to renew/option to purchase in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

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

Made and subscribed at _____ in the State of New South Wales on _____
in the presence of _____ of _____

Justice of the Peace (J.P. Number: _____)

Practising Solicitor

Other qualified witness [specify]

** who certifies the following matters concerning the making of this statutory declaration by the person who made it:

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

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1. I saw the face of the person *OR* I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months *OR* I have confirmed the person's identity using an identification document and the document I relied on was *[Omit ID No.]*

Signature of witness:

Signature of lessor:

***As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. ** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.**

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Annexure A

Commercial Lease – G01,G02,G03/23-25 Churchill Ave Strathfield NSW

Reference: ALA009-00052

A handwritten signature in black ink, appearing to be "Joseph Alha", written over a faint circular stamp.

Signed by:
Joseph Alha
8B4CBD44978640E...
4/9/2024 | 12:38:16 PM AEST

Sydney
Level 29, 25 Martin Place, Sydney NSW 2000
PO Box Q1164, QVB Post Office, Sydney NSW 1230
t: +61 2 9373 3555 | f: +61 2 9373 3599 | www.sparke.com.au
adelaide | brisbane | canberra | darwin | melbourne | newcastle | perth | sydney | upper hunter

A handwritten signature in black ink, appearing to be "Joseph Alha", written in a cursive style.

CGL\CGL\95718732\4

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1 Definitions and Interpretations

1.1 Definitions

The following words have these meanings unless the contrary intention appears:

Access Hours means the hours specified in Item 11;

Accounting Year means each year ending 30 June and includes any broken period prior to the first complete Accounting Year and after the last complete Accounting Year;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities intended by this Lease;

Attorney means an attorney appointed under this Lease and any attorney's substitute or delegate;

Authority means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law;

Building means:

- (a) all improvements on the Land; and
- (b) the Lessor's Property, but excluding the Lessee's Property;

Building Manager means the person nominated by the Lessor as manager of the Land or Building;

Business Day means a day that is not a Saturday, Sunday or public holiday where the Building is located;

Car Park means any part of the improvements on the Land or any adjoining Land designated by the Lessor for use as a car park, including the Car Spaces;

Car Park Licence Fee means the amount specified in Item 16(e);

Car Park Plan means the plan in

Car Spaces means the number of spaces stated in Item 16(a) in the Car Park;

Claim means any Cost, claim, loss, liability, damage, proceeding, order, judgment or expense;

Commencing Date means the date in Item 5(b);

Commercial Area means that portion of the Building that is not used for retail use;

Common Areas means any part of the Building provided by the Lessor for common use and includes any plazas, forecourts, pedestrian ways, car parks, stairways, toilets, elevators, landscaped areas and common amenities other than those reserved by the Lessor;

Contamination means any substance or organism present in the soil, substrata or groundwater on the Land or otherwise anywhere in the Premises in concentrations greater than the background levels naturally present for the substance or organism and which (based on generally accepted knowledge and practice at the Commencing Date) harms the Environment or is hazardous or otherwise harmful to health;

Corporations Act means the *Corporations Act 2001* (Cth);

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Cost includes any cost, charge, expense, outgoing, payment or other expenditure of any nature (whether direct, indirect or consequential and whether accrued or paid);

CPI means the Consumer Price Index (All Groups) for the capital city of the State, published by the Australian Bureau of Statistics or any similar published index which replaces it;

Current CPI means the CPI for the quarter last published at the relevant Review Date;

Environment includes:

- (a) ecosystems and their constituent parts, including people and communities; and
- (b) all natural and physical resources; and
- (c) the qualities and characteristics of locations, places and areas, however large or small, that contribute to their biological diversity and integrity, intrinsic or attributed scientific value or interest, amenity, harmony and sense of community; and
- (d) the social, economic, aesthetic and cultural condition;

Fitout Guide means any fitout guide of the Lessor's provided or notified to the Lessee by the Lessor;

GST means the same as in the GST Law;

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

Guarantor means a person who gives a guarantee or a guarantee and an indemnity in connection with the Lessee's obligations, including the person named in Item 14;

Insolvency Event means, in relation to a party:

- (a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (b) a receiver, receiver and manager, administrator, provisional liquidator, liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re-amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;
- (e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (f) that is an individual, a creditor's petition or a debtor's petition is presented to the official receiver or analogous authority in connection with that party;
- (g) an execution or similar process is levied or enforced against the property of that party;
- (h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (i) that party disposes of, or threatens to dispose of, a substantial part of its assets;

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- (j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or
- (k) that party is unable to pay the party's debts as and when they become due and payable;

Interest Rate means a rate equal to 2% above the overdraft rate for \$100,000 or more charged by the Lessor's bank per annum, capitalised daily;

Land means the land described in Item 1;

Law includes any requirement of statute, rule, regulation, proclamation, ordinance, by-law or Australian Standard present or future and whether state, federal or otherwise;

Lease means this lease and any variation, amendment, annexure or exhibit in connection with this lease;

Lease Document means this Lease and any document giving rise to this Lease, any guarantee or guarantee and indemnity given in connection with this Lease, any consent required under this Lease, any assignment or transfer of this Lease and any other instrument ancillary to them or otherwise incidental to this Lease;

Lessee means the party named in Item 3 and includes all permitted executors, assigns, nominees and transferees;

Lessee PPS Items means any item of Personal Property:

- (a) which is owned or leased by the Lessee;
- (b) which is situated on the Premises at any time during the term of this Lease; and
- (c) in which the Lessor can require the Lessee to transfer ownership to the Lessor, or in which the Lessee is required to transfer ownership to the Lessor, before or after the end of the term of this Lease,

but does not include any Lessor PPS Items;

Lessee's Business means the business carried on by the Lessee from the Premises in accordance with the Permitted Use;

Lessee's Contribution means (subject to clause 4.5) for an Accounting Year, the Lessee's Proportion multiplied by the Outgoings for that Accounting Year;

Lessee's Employees means each of the Lessee's employees, officers, agents, contractors, licensees and invitees;

Lessee's Property means all property owned or leased by the Lessee in the Premises or elsewhere in the Building and any other property in the Premises other than the Lessor's Property;

Lessee's Proportion means the percentage that the Lettable Area of the Premises bears to the Lettable Area of the Building. The Lessee's Proportion on the Commencing Date is the percentage specified in Item 8;

Lessor means the party named in Item 2 and includes all executors, assigns, nominees and transferees;

Lessor's Assessment means the Lessor's written determination of the current market rent for the Premises from the relevant Review Date, having regard to the considerations listed in clause 3.11(a) and anything else the Lessor in its absolute discretion considers relevant;

Lessor's Employees means each of the Lessor's employees, officers, agents, contractors;

Lessor PPS Items means any item of Personal Property which is owned or leased by the Lessor and is situated on the Premises at any time during the term of this Lease;

Lessor's Property means all plant, equipment, fixtures, fittings, furnishings and other property the Lessor provides on the Land;

Lettable Area means the lettable area calculated by the Lessor's surveyor using the Property Council of Australia GLA method of measurement applicable on the date of measurement;

Make Good means:

- (a) removing all Lessee's Property (unless the Lessor directs otherwise);
- (b) removing any of the Lessor's Property directed to be removed by the Lessor and removed in the manner the Lessor directs;
- (c) removing all alterations or additions to the Premises made by or on behalf of the Lessee including signs, advertisements, notices (unless the Lessor directs otherwise);
- (d) properly repairing any damage to the Premises, Building or Land caused by the Lessee or the Lessee's Employees;
- (e) thoroughly cleaning the Premises including where necessary removing all rubbish and other materials; and
- (a) return the Premises to a condition consistent with the Lessee's obligation to maintain repair and decorate the Premises in this Lease;

motor vehicles means cars that:

- (a) are owned by the Lessee or the Lessee's Employees;
- (b) are no more than 2.1 metres high; and
- (c) have a tare weight of no more than two tonnes;

Occupation Date means the date in Item 12;

Old Rent means the Rent payable immediately before the relevant Review Date;

Owners Corporation means the owners corporation of the strata plan in relation to the Land.

Outgoings means all amounts paid or to be paid by the Lessor in connection with the Building and Land (plus GST on those amounts to the extent that the Lessor does not receive an input tax credit for that GST) including the following:

- (a) **(rates and levies)** rates, rents, levies and other charges payable to any Authority;
- (b) **(taxes)** imposts, duties, fees, deductions, compulsory loans or withholdings and taxes (excluding income tax and capital gains tax) payable to any Authority, including land tax;
- (c) **(insurance)** any insurance premium and other expense for any insurance policy for of the Building and Land, its use and the Lessor's Property including insurance for workers compensation, public liability, consequential loss and loss of rent insurance;
- (d) **(cleaning)** the cost of cleaning and disposal of refuse;
- (e) **(security)** the cost of security and fire protection services;
- (f) **(management)** the cost of managing and administering the Building (including fees payable to any managing agent and Building Manager) regardless of where the

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- management or administration is carried out and all salaries, wages, superannuation, leave entitlements and other employment costs;
- (g) **(Services)** the cost of supplying, maintaining and repairing any Services which are not charged directly to any lessee;
 - (h) **(maintenance)** the cost of repairs, renovations, replacements and maintenance of the Building, excluding the cost of any structural improvement which has the effect of upgrading the Building to a better or more extensive condition than when it was new;
 - (i) **(signs)** the cost of supplying, operating and maintaining any signs;
 - (j) **(washrooms)** the cost of supplying paper towels, soap and other toilet requisites in the washrooms in the Building;
 - (k) **(gardening)** the cost of planting, buying, hiring and maintaining any indoor or outdoor gardens;
 - (l) **(pests)** the cost of pest and vermin control;
 - (m) **(BEEC)** all costs in connection with the *Building Energy Efficiency Disclosure Act 2010* (Cth); and
 - (n) **(strata)** all administration, sinking fund or other costs incurred by the Lessor for the premises under the *Strata Schemes Management Act 1996* (NSW).

Parking Levy means any amount the Lessor is required to pay pursuant to any statute or regulation which imposes any fee, levy or charge on the parking of motor vehicles in the Car Park;

Permitted Use means the use in Item 10;

Personal Information means personal information as defined in the *Privacy Act 1988* (Cth);

PPS Act means the *Personal Property Securities Act 2009* (Cth);

Premises means:

- (a) the part of the Building described in Item 4, extending to:
 - (i) the internal surface of external walls and of internal structural walls and pillars of the Building;
 - (ii) the internal surfaces of the ceiling and of concrete or other floors;
 - (iii) the central line of partitions separating the Premises from adjoining premises;
 - (iv) the external surfaces of partitions and doors separating the Premises from Common Areas or from premises not intended to be leased; and
 - (v) the external surfaces of glass in external windows;
- (b) all internal partitions, windows and window frames, doors and door frames, which are fully within the Premises;
- (c) any finishes on walls, floors, ceilings, partitions, doors and windows included in the Premises, including paint, wallpaper and other materials;
- (d) any Lessor's Property located in the Premises; and
- (e) any pipes, wires, ducting and other connections which are located in the Premises and used for the supply of Services to the Premises, but not to any other part of the Building;

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Previous CPI means the CPI number for the quarter last published before:

- (a) in the case of the first Review Date, the Commencing Date; or
- (b) in all other cases, the Review Date immediately before the relevant Review Date;

Principal Contractor has the same meaning given under the WHS Law;

Rent means the annual rent in Item 6 as varied under this Lease;

Rent Commencing Date means the date in Item 5(d);

Rent Day means the Commencing Date and the first day of every month after;

Rent Free Period means the period from the Commencing Date to the day before the Rent Commencing Date;

Review Date means each date in Item 7 (and each date for which a review is specified in Item 15);

Rules means the rules in Schedule 2 as varied or amended by the Lessor from time to time and any other rules of the Building made by the Lessor;

Secured Party has the same meaning as that term defined in the PPSA.

Security Deposit means the amount specified in Item 13;

Security Interest has the same meaning as that term is defined in the PPSA;

Services means any utility or services to the Premises or the Building by an Authority or the Lessor (for example air conditioning, communication, drainage, power, escalators, fire and emergency services, garbage removal, gas, heating, lifts, information booths, sewerage, telephone, televisions, trade waste and water) and the pipes, wires, ducting and other means of providing those services to the Premises or the Building;

State means the state or territory in Australia in which the Premises are situated;

Structure in relation to the Building includes all walls (whether load-bearing or not), floors, doors, windows, gutters, downpipes, facades, foundations, ceilings and roofs and "structural" has a corresponding meaning;

Term means the term of this Lease in Item 5(a);

Terminating Date means the date in Item 5(c);

Valuer means a full member (for at least 5 years) of the NSW Division of the Australian Property Institute Inc. who:

- (a) is licensed to practice as a valuer of the same type of property as the Premises;
- (b) has at least 5 years' experience in valuing that type of property; and
- (c) is active in the market for valuation of that type of property;

WHS means work, health and safety;

WHS Law means the *Work Health and Safety Act 2011* (NSW);

WHS Regulation means the *Work Health and Safety Regulation 2011* (NSW);

WHS Management Plan has the same meaning given under the WHS Regulations; and

Work includes maintenance, repair, replacement, redecoration, alteration, addition or fitout.

1.2 Interpretation

In this Lease, unless the context indicates a contrary intention:

- (a) **(documents)** a reference to this Lease or another document includes any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) **(references)** a reference to a clause, paragraph, schedule or annexure is a reference to a clause, paragraph, schedule or annexure to or of this Lease;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this Lease;
- (d) **(Item)** a reference to an Item means a reference to an Item in Schedule 1;
- (e) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (g) **(president, CEO or managing director)** the president, CEO or managing director of a body or Authority means any person acting in that capacity;
- (h) **(rights and obligations)** a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (i) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (j) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (k) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (l) **(singular)** the singular includes the plural and vice-versa;
- (m) **(gender)** words importing one gender include all other genders;
- (n) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (o) **(rules of construction)** neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (p) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (q) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in the State, even if the obligation is to be performed elsewhere;

- (r) **(joint and several)** an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally;
and
 - (ii) on the part of two or more persons binds them jointly and severally;
- (s) **(writing)** a reference to a notice, consent, request, approval or other communication under this deed or an agreement between the parties means a written notice, consent, request, approval, communication or agreement;
- (t) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (u) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (v) **(month)** a reference to a month is a reference to a calendar month;
- (w) **(year)** a reference to a year is a reference to twelve consecutive calendar months;
- (x) **(GST)** words defined in *the A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in clauses about GST, and references to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and references to an input tax credit extend to any notional input tax credit to which any person is entitled;
- (y) **(GST group)** if a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled;
- (z) **(prohibited matter)** if this Lease prohibits the Lessee from doing a thing, then:
 - (i) the Lessee must use all reasonable endeavours to ensure that the Lessee's Employees do not do that thing; and
 - (ii) the Lessee may not allow or cause any person to do that thing;
- (aa) **(consent)** if any consent is required by the Lessee from the Lessor then the Lessor is at liberty to withhold its consent in its absolute discretion unless otherwise specified;
- (bb) **(accounting)** a reference to an accounting term is to be interpreted in accordance with approved accounting standards under the Corporations Law, Schedule 5 of the Corporations Regulations and, if not inconsistent with those account standards and that schedule, generally accepted principles and practices in Australia consistently applied by a body corporate or as between bodies corporate and over time; and
- (cc) **(business day)** if the day on or by which a person must do something under this Lease is not a Business Day:
 - (i) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
 - (ii) in any other case, the person must do it on or by the previous Business Day.

2 Grant of lease and holding over

2.1 *Grant*

Subject to the terms of this Lease, the Lessor leases the Premises to the Lessee and the Lessee accepts the Lease for the Term.

2.2 *Holding over*

- (a) If the Lessee continues to occupy the Premises after the Terminating Date with the Lessor's approval (which may be given or withheld in the Lessor's absolute discretion), it does so under a monthly tenancy.
- (b) Either party may terminate the monthly tenancy at any time by providing one month's written notice to the other.

2.3 *Terms of holding over*

If the Lessor agrees to allow the Lessee to continue occupation of the Premises under clause 2.2, the monthly tenancy will be on the same terms as this Lease except:

- (a) for those changes which are necessary to make this Lease appropriate for a monthly tenancy;
- (b) for those changes which the Lessor requires as a condition of giving its approval to the holding over;
- (c) any guarantee given under this Lease must continue in full force and effect; and
- (d) the Rent and Outgoings are to be the same amount as they were immediately preceding the Terminating Date increased by 10%.

3 Rent and Rent reviews

3.1 *Payment*

The Lessee must pay to the Lessor the Rent:

- (a) during the Term (and any holding over) without demand by the Lessor;
- (b) by equal monthly instalments in advance on the Rent Day (and proportionately for any part of a month), with the first instalment to be paid on the Rent Commencing Date; and
- (c) to the Lessor or as the Lessor may in writing otherwise direct, and in any manner specified by the Lessor.

3.2 *Rent Free Period*

- (a) Despite any other clause in this Lease but subject to clause 3.2(b) and clause 3.2(c) the Lessee is not required to pay Rent during the Rent Free Period. The financial benefit to the Lessee from this Rent Free Period is referred to in this clause as the Incentive.
- (b) The Lessor may cancel the Rent Free Period if the Lessee is in default under the Lease or breaches an Essential Term of the Lease.
- (c) If the Lease is terminated before the Terminating Date for the Lessee's default, then the Lessee must repay to the Lessor on demand that portion of the Incentive which bears the same ratio to the Incentive as the unexpired portion of the term of the Lease bears to the Term.

3.3 No Set Off

All payments required to be made by the Lessee under this Lease must be made as and when they fall due and must be made without any set off, counterclaim or deduction of any kind.

3.4 Rent reviews

(a) Subject to clause 3.4(b), the rent review method applicable on a Review Date is the method specified in Item 7 next to that Review Date.

(b) If the Rent calculated under the rest of this clause 3 is less than the Old Rent, then the Rent to be paid from the Review Date stays at the Old Rent.

3.5 Fixed amount

If an amount appears next to a Review Date, the Rent to be paid from the Review Date is that amount.

3.6 Fixed percentage increase

If a percentage appears next to a Review Date, the Rent to be paid from the Review Date is the amount calculated by the following formula:

$$NR = OR + (OR \times P)$$

where:

NR means the Rent to be paid from the Review Date

OR means the Old Rent

P means the percentage next to the Review Date.

3.7 CPI

If the letters "CPI" appear next to a Review Date, the Rent to be paid from the Review Date is the amount calculated by the following formula:

$$NR = \left(\frac{OR \times C}{R} \right)$$

where:

NR means the Rent to be paid from the Review Date

OR means the Old Rent

C means the Current CPI

R means the Previous CPI.

3.8 CPI plus percentage

If the letters "CPI+ (x)%" appear next to a Review Date, the Rent to be paid from the Review Date is the amount calculated by the following formula:

$$NR = OR \times \left(\frac{C}{R} + P \right)$$

where:

C means the Current CPI

NR means the Rent payable from the Review Date

OR means the Old Rent

P means the percentage next to a Review Date

R means the Previous CPI.

3.9 *Market review*

- (a) If "Market Review" appears next to a Review Date, the Lessor may give the Lessee a Lessor's Assessment no more than 6 months before (and at any time after) the Review Date.
- (b) The amount stated in the Lessor's Assessment is the Rent to be paid from the Review Date unless the Lessee gives the Lessor notice that it does not agree with the amount (**Dispute Notice**) within 21 days of the Lessor giving a Lessor's Assessment (or any longer period agreed between the parties in writing). Time is of the essence in this clause 3.9(b).

3.10 *Appointment of Valuer*

- (a) If:
 - (i) the Lessee gives a Dispute Notice; and
 - (ii) the Lessor and the Lessee do not agree in writing on the Rent payable from the relevant Review Date within 7 days of the Lessee giving a Dispute Notice,then the Lessee and the Lessor must, within 14 days of the Lessee giving a Dispute Notice jointly appoint a Valuer to do the following within 14 days of the Valuer's appointment:
 - (iii) determine the current market rent for the Premises (exclusive of GST), which is the Rent to be paid from the relevant Review Date; and
 - (iv) give the Lessor and the Lessee a written copy of its determination and reasons for its determination.
- (b) If the Lessor and Lessee do not agree on a Valuer under clause 3.10(a), the Lessor must ask the chief executive of the State division of the Australian Property Institute Inc. to appoint a Valuer for the Lessor and the Lessee to do those things, and must notify the Lessee of the Valuer's appointment.
- (c) If a Valuer appointed under this clause declines its appointment or does not make its determination in time, the Lessor and the Lessee may (and must, if one party gives a notice asking the other to do so before the Valuer makes its determination) appoint another Valuer in its place.
- (d) If the Lessor and the Lessee do not agree on the appointment of another Valuer within 14 days of a notice being given, clause 3.10(b) applies.

3.11 *Determination by Valuer*

- (a) When determining the current market rent of the Premises as at the relevant Review Date the Valuer must observe all relevant valuation principles and:
 - (i) take into account:
 - (A) the terms of this Lease;
 - (B) the Term, including the expired part of the Term, and any option term;
 - (C) the value of the Lessor's Property in, on or servicing the Premises; and

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- (D) the rent currently paid for comparable premises;
- (ii) make a determination on the basis that the Premises are fit for immediate occupation and offered with vacant possession;
- (iii) value the Premises as being available to be let by a willing Lessor to a willing Lessee as a whole without a premium but with vacant possession and subject to the provisions of this Lease for a term equal to the original term of this Lease; and
- (iv) not take into account:
 - (A) the Rent to be paid by the Lessee at the time of review;
 - (B) the value of the Lessee's Property or the Lessee's goodwill;
 - (C) any condition of the Premises resulting from the Lessee's default under this Lease; or
 - (D) any rent incentive or reduction, rent free period or other incentive or benefit applicable to the Lessee's occupation of the Premises under this Lease or to any other lease,

when making a determination under this Lease.

- (b) The Valuer acts as an expert and not as an arbitrator and the Valuer's decision is final and binding.
- (c) The Lessor and the Lessee may make written submissions to the Valuer, and the Valuer is obliged to consider the reasonable submissions of the parties.
- (d) The Lessor and the Lessee must comply with the requirements of the Valuer which relate to the Valuer's appointment or determination.

3.12 *Valuer's costs*

The Lessor and the Lessee must pay the Valuer's costs in equal shares.

3.13 *Adjustment*

- (a) The Lessee must continue to pay the Rent payable immediately before the relevant Review Date and in addition pay 80% of the difference between the amount stated in the Lessor's Assessment and the Rent that was payable immediately before the relevant Review Date until the current market rent is calculated under this clause 3.
- (b) Subject to clause 3.4(b), the current market rent calculated under this clause 3 is the Rent to be paid from the relevant Review Date and the Lessor and the Lessee must make any adjustment necessary immediately after the determination of the current market rent.

3.14 *Agreement to co-operate*

The Lessor and the Lessee must act reasonably, in good faith and co-operate when conducting any market rent review.

4 *Outgoings*

4.1 *Payment*

The Lessee must pay the Lessee's Contribution to the Lessor in accordance with this clause 4.

4.2 *Variation of Lessee's Proportion*

- (a) If the Lessee's Proportion changes, the Lessor will notify the Lessee of the change giving reasonable detail.
- (b) The notice is conclusive evidence of its contents unless the Lessor or the Lessee notify the other of error within 14 days of service of the notice.

4.3 *Lessor's estimate of Lessee's Contribution*

- (a) If the Lessor gives the Lessee a notice estimating the Lessee's Contribution for an Accounting Year, the Lessee must pay in advance on each Rent Day an equal instalment on account of the estimated Lessee's Contribution for the Accounting Year.
- (b) If the Lessor gives the Lessee a written adjustment of its estimate under clause 4.3(a), the Lessee must pay that adjusted instalment.
- (c) In any Accounting Year after the first, until the Lessor gives the Lessee a notice under clause 4.3(a) of the Lessor's estimate of the Lessee's Contribution, the Lessee must pay on each Rent Day, on account of the Lessee's Contribution, an instalment equal to that payable on the previous Rent Day.

4.4 *Adjustment*

- (a) As soon as reasonably practicable after the end of each Accounting Year, the Lessor must give the Lessee a statement with details of the actual Outgoings that were paid for that Accounting Year (**Outgoings Statement**).
- (b) The notice referred to in clause 4.4(a) is conclusive evidence of its contents unless the Lessor or the Lessee notify the other of any manifest error within 10 Business Days of service of the notice.
- (c) Within one month of the service of the Outgoings Statement, the Lessor and Lessee must make any adjustment necessary to take account of any difference between the estimated and the actual Lessee's Contribution for the relevant period.

4.5 *Specified Outgoings*

- (a) The Lessor may, acting reasonably, decide that some items of Outgoings will be shared only between some occupants or groups of occupants when calculating the Lessee's Contribution.
- (b) If the Lessor does this, it must give reasonable details with its notice under clause 4.3(a).

4.6 *Payment of Lessee's Contribution*

- (a) Despite clause 4.3(a) the Lessor may identify certain Outgoings that the Lessee must pay to the Lessor directly as they are paid by or charged to the Lessor and not as part of the monthly estimate of Outgoings payable in accordance with clause 4.3(a).
- (b) If clause 4.6(a) applies the Lessee must pay, or reimburse the Lessor if the Lessor has paid, the Lessee's Contribution for each Outgoing notified by the Lessor to the Lessee:
 - (i) to the Lessor or as otherwise directed by the Lessor; and
 - (ii) within 14 days of service of that notice by the Lessor.
- (c) The notice referred to in clause 4.6(b) is conclusive evidence of its contents unless the Lessor or the Lessee notify the other of any error within 14 days of service of the notice.

4.7 *Cap on Outgoings*

Despite anything in this Lease, the Lessee's liability for Outgoings and the Lessee's Contribution will be capped at \$10,000 inclusive of GST per annum.

5 *Other payments, interest and GST*

5.1 *Services*

The Lessee must pay all Costs for the:

- (a) connection of;
- (b) consumption of; and
- (c) installation of separate metering in the Premises for,

all Services in connection with the Lessee's use of the Premises, (including those provided by the Lessor).

5.2 *Charges for after hours air-conditioning and access*

The Lessee must pay the amount determined by the Lessor, acting reasonably, for:

- (a) air conditioning supplied to the Lessee outside the Access Hours (on a whole floor basis and for a minimum of two hours);
- (b) the Lessee obtaining access to the Premises outside the Access Hours; and
- (c) Services being supplied to the Premises at the request of the Lessee outside the Access Hours.

5.3 *Costs, charges and expenses*

- (a) Each party will pay its own Costs incurred in negotiating, preparing, executing, stamping (if applicable) and registering this Lease.
- (b) In connection with this Lease, the Lessee must pay promptly:
 - (i) for everything the Lessee must do under this Lease unless this Lease expressly states otherwise; and
 - (ii) on demand all stamp duty (if applicable), survey and registration fees.

5.4 *Cost of consents*

The Lessee must promptly pay to the Lessor all reasonable Costs of the Lessor, including but not limited to legal Costs, in connection with:

- (a) any consent (including mortgagee consent), approval, agreement, waiver or amendment relating to this Lease;
- (b) obtaining or giving consent or approval and considering matters in connection with the Lessee's request for approval or consent;
- (c) the Lessee's dealings and proposals for any dealing in relation to this lease, the Premises or the Lessee's Property;
- (d) in considering, approving, supervising or removing the Works (including the fees of the Lessor's consultants); and
- (e) in modifying or varying the Building because of the Works.

5.5 *Cost of Notices*

The Lessee must, upon demand by the Lessor, pay to the Lessor all Costs incurred by the Lessor, including but not limited to legal Costs on a full indemnity basis, in connection with:

- (a) any notice lawfully given to the Lessee;
- (b) the lawful termination or attempted termination of this Lease;
- (c) the lawful re-entry or attempted re-entry by the Lessor into the Premises;
- (d) the surrender or transfer of this Lease (including any stamp duties and registration fees payable);
- (e) the exercise, contemplated or actual enforcement, attempted enforcement or preservation of any rights under any Lease Document; and
- (f) any waiver in connection with any Lease Document.

5.6 *Interest on overdue money*

- (a) The Lessee must pay on demand, interest on each amount that is not paid when due, from (and including) the day on which it falls due to the day on which it is paid in full, at the rate calculated in accordance with clause 5.6(b).
- (b) Interest on an unpaid amount accrues each day at the Interest Rate.
- (c) Nothing in this clause affects the Lessee's obligation to pay each amount under this Lease when it is due.

5.7 *GST*

- (a) Unless otherwise stated all amounts to be paid by one party to the other party under this Lease are exclusive of GST.
- (b) A recipient of a taxable supply made under this Lease must:
 - (i) pay to the supplier an amount equivalent to any GST paid or to be paid by the supplier for the taxable supply without deduction or set-off of any other amount; and
 - (ii) make that payment at the same time as the payment for the taxable supply or other consideration or part of it must be paid or provided.
- (c) A party making a taxable supply under this Lease must issue a valid tax invoice in accordance with the GST law to the recipient.
- (d) A party's obligation to reimburse the other party for an amount paid or to be paid to a third party includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed may claim an input tax credit for that GST.
- (e) A party must issue an adjustment note to the other party as soon as it becomes aware of an adjustment event in connection with a taxable supply by it under this Lease.

6 *Payment requirements*

6.1 *Method*

The Lessee must make payments under this Lease on account of Rent, the Lessee's Contribution and GST for those payments by direct debit (or any other method the Lessor reasonably requires) to the Lessor.

6.2 *Direct debit authority*

The Lessee must on request, give the Lessor with a direct debit authority for the payments referred to in clause 6.1 for direct debit from a bank account maintained by the Lessee.

6.3 *Cancellation of debit authority*

The Lessee must not cancel or suspend a direct debit authority unless it first replaces it with another authority which complies with this Lease.

6.4 *Cleared funds*

The Lessee must ensure that the Lessee's bank account from which the direct debit operates has sufficient cleared funds in it to satisfy each direct debit which may be made.

6.5 *Delivery does not constitute satisfaction*

Delivery of the direct debit authority does not constitute satisfaction of the Lessee's obligation to pay Rent, the Lessee's Contribution or GST for those payments and the failure by the Lessee's bank to honour the direct debit does not relieve the Lessee from its obligations to pay any amounts under this Lease.

6.6 *Refunds*

If an amount paid to the Lessor under the direct debit authority is not due and payable under this Lease, the Lessor must refund the amount promptly after notice from the Lessee.

6.7 *Correction of payments*

If the Lessee pays an amount and it is found later that the amount was not correct, then even if the Lessor has given the Lessee a receipt, the Lessee must pay the Lessor (or the Lessor must credit the Lessee with) the difference between what the Lessee has paid and what the Lessee should have paid within 14 days after either party gives the other a notice about the mistake and the party receiving the notice agrees that a mistake has been made.

6.8 *Due date for payments*

If this Lease does not specify a due date or period for payment of an amount, then the Lessee must pay that amount within 14 days of demand.

6.9 *Obligations not affected*

Expiry or termination of this Lease does not affect the Lessee's obligations to make payments under this Lease for periods before or after them where applicable.

6.10 *Broken periods*

Any amounts to be paid for part of a month are to be calculated as a proportion of the number of days in the month and must be paid, unless this Lease says otherwise, on the first day of the broken period.

7 *Insurances*

7.1 *Lessee to insure*

The Lessee must:

- (a) in connection with the Premises and any Car Spaces, maintain with insurers and on terms reasonably approved by the Lessor in the names of the Lessee, and noting the interest of the Lessor and any other person named by the Lessor:

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- (i) public liability insurance for at least the amount in Item 9 (as varied by notice from the Lessor to the Lessee);
 - (ii) plate glass insurance against the risks specified by the Lessor and for its full insurable value;
 - (iii) insurance for the Lessee's Property for its full replacement value, including stock, theft, fire and flood damage;
 - (iv) other insurances which are required by Law or which, in the Lessor's reasonable opinion, a prudent lessee would take out including those in connection with workers compensation, the Lessee's Business, the Lessee's Property and any Lessee Works on the Premises; and
- (b) include all standard cross liability clauses for insurances under clause 7.1(a);
 - (c) no less than 1 month before each anniversary of the Commencing Date give the Lessor a certificate of currency for all insurances under clause 7.1(a) and, if asked, a copy of any policy; and
 - (d) notify the Lessor immediately if an insurance policy required by clause 7.1(a) is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Premises, the Building and Land or property in them.

7.2 *National/Global Policy*

The Lessee's obligations to insure under clause 7.1(a) will be satisfied if:

- (a) the insurances required to be effected are covered under a blanket policy of insurance held by the Lessee; and
- (b) the interests of the Lessor are as protected as they would have been if the Lessee had complied with clause 7.1(a).

7.3 *Proceeds of insurance*

If any loss or damage occurs which is covered by any insurance the Lessee is required to maintain under this Lease the Lessee must:

- (a) apply for the insurance proceeds immediately; and
- (b) use the proceeds to restore, replace, repair or reinstate the loss or damage and must supplement the proceeds with the Lessee's own money to the extent that the proceeds are insufficient.

7.4 *Increased premium*

- (a) The Lessee must not do anything without the Lessor's consent which does or could:
 - (i) increase the premium to be paid on any insurance policy taken out by the Lessor; or
 - (ii) affect the Lessor's rights under any insurance policy or make the policy invalid or able to be cancelled.
- (b) The Lessee must pay any extra premium payable by the Lessor on account of extra risk caused by the Lessee's use or occupation of the Premises.

7.5 Claims

The Lessor may, but the Lessee may not without the consent of the Lessor, enforce, conduct, settle or compromise any claim under any policy of insurance required under this Lease in relation to the Premises, whether or not that policy also covers other property.

8 Indemnity, release and risk

8.1 Indemnity

The Lessee is liable for and indemnifies the Lessor against any Claim arising from, or which the Lessor incurs or is liable for in connection with:

- (a) anything occurring on the Premises except to the extent caused by the negligence or default of the Lessor;
- (b) overflow or leakage of water or any other harmful agent from or onto the Premises except to the extent caused by the negligence or default of the Landlord;
- (c) damage, loss, injury or death caused or contributed to by the act, negligence or default of the Lessee or of the Lessee's Employees;
- (d) any Works the Lessee carries out;
- (e) the Lessee's or the Lessee's Employees use or occupation of the Premises, Building or Land at any time;
- (f) any breach or default by the Lessee or the Lessee's Employees under this Lease; and/or
- (g) the Lessor doing anything which the Lessee must do under this Lease but has not done or which the Lessor considers the Lessee has not done properly.

8.2 Release

The Lessee releases the Lessor from, and agrees that the Lessor is not liable for, any Claim arising from, or incurred in connection with:

- (a) damage, loss, injury or death to or of any person or property on the Premises, Building or Land;
 - (b) anything the Lessor is allowed or required to do under this Lease;
 - (c) a Service being unavailable, being interrupted or not working properly;
 - (d) the Lessor's Property not working properly;
 - (e) the Building or Land not complying with any requirements of any Laws or Authority;
 - (f) the Premises not being watertight;
 - (g) loss of the Lessee's profits or loss of trade; and/or
 - (h) a danger created by the Lessee or the Lessee's Agent's,
- except to the extent caused by the negligent act or omission of the Lessor.

8.3 Lessee's risk

- (a) The Lessee occupies the Premises, uses the Common Areas and carries out any work at its own risk.
- (b) If the Lessee is obliged to do anything under this Lease, it does so at its own risk.

9 Use of Premises, Building or Land

9.1 *What the Lessee must do*

The Lessee must:

- (a) **(Permitted Use)** occupy the Premises and use the Premises only for the Permitted Use;
- (b) **(Laws)** comply with all statutes, ordinances, proclamations, orders or regulations by any Authority present or future affecting or relating to the Premises, the Lessee's Business, the Lessee's Property and the Lessee's use and occupation of the Premises, including without limitation any laws or requirements that arise as a result of the sex or number of persons in the Premises; and
- (c) **(Lessee's Business)** conduct the Lessee's Business at all times in a professional and competent way;
- (d) **(fire prevention and insurance)** comply with:
 - (i) all requirements of the Lessor or any insurer concerning fire safety in the Building or Land including by installing further equipment and upgrading the fire safety facilities in the Premises; and
 - (ii) the terms of any insurance policy for the Building or Land and its contents;
- (e) **(Rules)** comply with all Rules of which it has notice;
- (f) **(fire equipment)** maintain and keep in good working order and condition any fire protection and safety equipment servicing the Premises (including all sprinklers, alarms, hose, cocks, reels, extinguishers and detectors) to the standard required or recommended by Law, by the Lessor's insurer or by Standards Australia International Limited (to the extent that such maintenance is not already the responsibility of the Owners Corporation);
- (g) **(Lessor's rights)** promptly, when asked by the Lessor, do everything necessary for the Lessee to do to enable the Lessor to exercise its rights under this Lease;
- (h) **(cleaning)** keep the Premises and everything in them clean and dispose of refuse in appropriate refuse bins provided by the Lessor for use by tenants of the Building and must not dispose of any refuse in any bins provided by the Lessor for public use;
- (i) **(vermin)** keep the Premises free of pests and take necessary steps to control any pest infestation occurring within the Premises and if required by the Lessor engage a pest exterminator approved by the Lessor;
- (j) **(pipes)** keep and maintain all waste pipes, drains, lavatories, hand basins, sinks and other plumbing facilities within or servicing the Premises clean, clear and operative and promptly employ licensed tradesmen to clear any blockages which may occur and regularly clean and service any grease traps used in the Premises;
- (k) **(weight loads)** observe the maximum load weights throughout the Building;
- (l) **(prohibit smoking)** if required by the Lessor, put up signs in the Premises prohibiting smoking;
- (m) **(drills)** participate in any emergency or safety drill of which the Lessor gives reasonable notice;

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- (n) **(emergency)** evacuate the Building immediately and in accordance with the Lessor's directions when informed of any actual or suspected emergency;
- (o) **(security)** secure the Premises when they are unoccupied and comply with the Lessor's directions about Building security;
- (p) **(directory)** if there are directory boards, submit the form in which the Lessee requires its name and description to appear on them to the Lessor for its approval, make whatever changes the Lessor reasonably requires and pay the Lessor on demand the cost of placing that information on the directory boards and removing it at the end of this Lease;
- (q) **(keys)** if the Lessor gives the Lessee any key, access card or other opening device to access the Building, the Lessee must:
 - (i) not copy it without the Lessor's consent;
 - (ii) reimburse the Lessor for any cost it incurs because the Lessee loses any opening device;
 - (iii) give the opening device to current employees only, and must keep a list of those employees and give the list to the Lessor on request;
 - (iv) return all opening devices to the Lessor on the expiration or termination of this Lease; and
- (r) **(notice of defects)** immediately on becoming aware of the following give notice to the Lessor (or where appropriate to the managing agent) of:
 - (i) any damage and of any accident to or defects in the Premises or in the Building or in any of the Services or other facilities provided by the Lessor in the Premises or the Building;
 - (ii) any notice from an Authority or Approval (other than an account for Services provided to the Premises); or
 - (iii) any circumstances likely to cause damage or injury within the Premises or the Building.
- (s) **(Alcohol)** not consume or permit any of the Lessee's Employees to consume any intoxicating or alcoholic liquor upon the Common Areas; and
- (t) **(Infectious diseases)** in the event of any infectious disease occurring upon the Premises, immediately give all necessary notice and any other information which may be required to the Lessor and all proper authorities and at its own Cost and expense thoroughly fumigate and disinfect the Premises.

9.2 *Lessee not to allow breach*

If the Lessee must not do something in connection with this Lease, then it must not do anything which may result in it happening.

9.3 *Lessee's Employees to comply*

The Lessee must ensure that the Lessee's Employees comply, if appropriate, with the Lessee's obligations under this Lease.

9.4 No warranty by Lessor as to suitability of Premises

- (a) The Lessor does not in any way warrant or represent that the Premises are or will remain suitable or adequate for any of the Lessee's Business, or the Permitted Use.
- (b) The Lessee:
 - (i) is taken to have accepted this Lease with full knowledge of and subject to any prohibitions or restrictions on the use of the Premises under any Law; and
 - (ii) must at its own expense obtain any Approval required by an Authority for the Permitted Use.

9.5 Legal compliance

The Lessee must at its own cost

- (a) comply with all Approvals, Laws, the requirements of any Authority and all restrictions, easements, and covenants concerning:
 - (i) the Premises;
 - (ii) its use or occupation of the Premises and the Permitted Use;
 - (iii) the Lessee's Property; and/or
 - (iv) the Lessee's Business.
- (b) The Lessee must not do or allow any act or omission which results in the Lessor breaching any Approval, Law, restriction, easement, covenant or requirements of any Authority concerning the Premises.
- (c) The Lessee must promptly give the Lessor a copy of any Approval or other notice or order which it receives in connection with the Permitted Use, use or occupation of the Premises or fixtures or fittings in the Premises.
- (d) The Lessee must not do anything on the Premises which is reasonably regarded by the Lessor as dangerous, that constitutes a nuisance or that causes or may cause damage or disturbance to any occupier of the Centre or Land or any owner of any adjoining or neighbouring land or buildings.

9.6 No Representation by Lessor

The Lessee covenants that no promise, representation or warranty has been given by or on behalf of the Lessor:

- (a) that the Lessee has any exclusive or limited shared right to carry on a type of use or business or to sell any particular product permitted under this Lease and the Lessor is at liberty at any time to grant any right of occupation for any part or parts of the Building or Land for any purposes;
- (b) that other occupants of the Building or Land have leased or will continue to lease any premises; or
- (c) about any financial aspect dealing with or related to the Lessee's Business, the Premises, Building or Land or any other matter.

9.7 Signage

- (a) The Lessee must obtain the prior written consent of the Lessor (in its absolute discretion) to affix or exhibit any sign, light, advertisement, name or notice on the Premises, Land or Centre unless it:

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- (i) is located wholly within the Premises;
 - (ii) is not visible from outside the Premises; and
 - (iii) does not contravene any other provision of this Lease; and
 - (iv) does not interfere with any fire fighting equipment, sprinkler or fire alarm installation in the Premises.
- (b) However whilst the Lessee is Horwood Nolan Strathfield Sales Pty Ltd ACN 678 612 201 and DiCi Pty Ltd ACN 639 386 842 and despite anything in this Lease, the Lessor will not object to a request for signage associated with the Permitted Use provided that the Lessee obtains relevant Owners Corporation and Authority Approvals (if any).
- (c) The Lessee indemnifies the Lessor for any loss, damage or claim arising from any signage erected on or about the Premises under this clause 9.7.

10 Repair and Lessee's Works

10.1 Repair of Premises

- (a) The Lessee must:
- (i) keep the Premises in good and substantial repair and working condition excluding fair wear and tear and having regard to the condition of the Premises on the Occupation Date;
 - (ii) keep the Lessee's Property in good and substantial repair and working condition;
 - (iii) immediately repair any damage to the Premises or the Building caused by the Lessee or the Lessee's Employees or by the Lessee's default under this Lease;
 - (iv) immediately repair or replace all damaged plate glass within the Premises, including interior and exterior windows, with glass of the same or a similar quality;
 - (v) immediately repair or replace any faulty or damaged heating, lighting, plumbing or electrical equipment (including light globes and fluorescent tubes) on the Premises; and
- (b) The Lessee is not obliged to do any Structural Work or capital Work under clause 10.1(a) unless the Work is required because of:
- (i) the act, negligence or default of the Lessee or the Lessee's Employees; or
 - (ii) any Lessee Works or fitout of the Premises; or
 - (iii) the Lessee's or the Lessee's Employee's use or occupation of the Premises.
- (c) The Lessee must at its cost enter into and keep current a maintenance, service and repair contract concerning the Lessor's Property and any Service exclusively servicing the Premises reasonably required by the Lessor with a contractor approved by the Lessor.

11 Lessee Works

11.1 Lessee Works on Premises

- (a) The Lessee must not carry out any Works to the Premises without the Lessor's consent.
- (b) Subject to clause 11.1(a) the Lessee must prior to carrying out any Works to the Premises:

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- (i) if required by the Lessor, give the Lessor detailed working drawings and specifications of any proposed Lessee Works within sufficient time to allow the Lessor to review and, if agreed to by the Lessor, approve;
- (ii) if the Lessor does not approve of the Lessee's drawings and specifications in clause 11.1(b)(i), amend and prepare and submit further drawings and specifications as are necessary to obtain the Lessor's approval;
- (iii) if the Lessor does approve of the Lessee's drawings and specifications then immediately following the Lessor's approval of the drawings and specifications in clause 11.1(b)(i) or 11.1(b)(ii) and before the commencement of the Works, obtain the Approval of all relevant Authorities to the Works at the Lessee's Cost;
- (iv) obtain all necessary Approvals for the Works and give the Lessor evidence of all the Approvals obtained that are required under clause 11.1(b)(iii); and
- (v) pay to the Lessor on demand all Costs incurred by the Lessor for reviewing and approving the Works.

11.2 *Carrying out of Lessee's Works*

The Lessee must carry out Lessee's Works:

- (a) promptly at the Lessee's Cost;
- (b) in accordance with the drawings and specifications approved by the Lessor pursuant to clause 11.1;
- (c) using suitably qualified, competent and experienced persons;
- (d) with due care and skill;
- (e) in a proper and workmanlike manner;
- (f) using good quality materials;
- (g) in accordance with all Approvals and the requirements of all Authorities and all Laws;
- (h) in accordance with the reasonable directions of the Lessor and its representatives;
- (i) without:
 - (i) causing any damage to the Premises, Building or Land;
 - (ii) interfering with the proper operation of any Services; or
 - (iii) disturbing any or creating a nuisance to the Lessor, other occupiers of the Building and Land or to members of the public; and
- (j) using access points to and goods lifts in the Building as directed by the Lessor or the Lessor's Representative; and
- (k) in accordance with the requirements of all relevant building site awards and conditions of such awards relevant to the construction of the Lessee's Works.

11.3 *Cost of Alterations*

The Lessee must pay to the Lessor the Costs of any alterations to the Services, or Structural Works to the Building or Land necessitated by any Lessee Works.

11.4 *Insurance and Safe Work Methods*

Before commencing any Works, the Lessee must give to the Lessor evidence of a contractor's all risk policy in a form acceptable to the Lessor covering the Lessee's Works for the full replacement value to which the relevant provisions of clause 7 apply.

12 *Work Health and Safety*

12.1 *Compliance with WHS Law*

- (a) At all times during the undertaking of any Works on the Premises the Lessee its employees, contractors, subcontractors and agents must at all times identify and exercise all necessary precautions and take all reasonably practicable steps to ensure the health and safety of all persons on the Premises or the Land who may be affected by those Works.
- (b) The Lessee:
 - (i) must comply and must ensure that its contractors, subcontractors, employees and agents comply with the WHS Law and WHS Regulation;
 - (ii) warrants that it is familiar with and has the capability, appropriate resources and processes to comply with the WHS Law and WHS Regulation;
 - (iii) must develop and implement WHS processes and programs to identify WHS requirements and to manage any third parties engaged by it;
 - (iv) must comply with the Lessor's WHS policies and procedures to the extent that they are not inconsistent with WHS Law and WHS Regulation; and
 - (v) must perform all relevant functions and fulfil all relevant duties under all WHS Law and WHS Regulations as a person conducting a business or undertaking or otherwise applicable to the role of the Lessee under this Lease.

12.2 *Control and Management of Risks*

- (a) The parties acknowledge and agree that the Lessee has control of:
 - (i) the manner in which the Works are performed; and
 - (ii) all matters arising out of or as a consequence of the carrying out of or failure to carry out the Works that give rise or may give rise to risks to WHS.
- (b) The Lessee must, prior to the performance of any part of the Works:
 - (i) undertake an assessment of the WHS risks associated with the performance of the Works;
 - (ii) identify and take all reasonably practicable steps to implement appropriate WHS risk control measures to eliminate and minimise all such WHS risks; and
 - (iii) in accordance with any request by or on behalf of the Lessor, provide the Lessor with details of the WHS risk assessment undertaken and evidence of implementation of appropriate WHS risk control measures.

12.3 *Appointment of the Developer as the Principal Contractor*

- (a) The Lessor:
 - (i) appoints the Lessee as a Principal Contractor for the Works; and

- (ii) authorises the Lessee to manage and control the Premises to discharge the responsibilities and duties of a Principal Contractor under the WHS Regulation.
- (b) The Lessee irrevocably accepts the engagement as a Principal Contractor and agrees to discharge the duties imposed on a Principal Contractor by the WHS Regulation.
- (c) The Lessee acknowledges that:
 - (i) as the Principal Contractor, the Lessee has sole authority, management and control of the Premises and all WHS matters involved in the Works including ensuring the Premises and the means of entering the Premises are at all times safe and without risk to health (**Sole Authority**); and
 - (ii) the Sole Authority shall not be affected by any approval, authorisation, direction, instruction, order, permission, request or requirement of the Lessor or its representatives or the operation of any other clause of this Lease.

12.4 Consultation, Co-operation and Co-ordination

The Lessee must, so far as is reasonably practicable, consult, co-operate and co-ordinate the Works with:

- (a) the Lessor and any person, suppliers or contractors or other persons engaged in or associated with the Land or the Works; or
- (b) any person who has control of access to or from the Land or the Works,

so as to achieve effective co-ordination of activities to ensure optimal WHS risk management and enable the Lessor and the Lessee and any other parties engaged in or associated with the Works and any person who has control of access to or from the site, to comply with their respective obligations under all relevant WHS Law.

12.5 Notification and provision of information

- (a) The Lessee must:
 - (i) immediately notify the Lessor of any incident, injury or property or environmental damage which occurs during the undertaking of the Works;
 - (ii) ensure that any person engaged to provide any part of the Works who is required by any legislative requirement to have a permit, licence, certification or approval in order to perform the Works, has obtained the permit, licence, certification or approval prior to the commencement of the Works and provide the Lessor with a copy of the same on request;
 - (iii) maintain and prepare such necessary records, documents and information concerning the health, safety and welfare of persons, and damage to property or the Environment, arising out of or as a consequence of the carrying out of or failure to carry out the Works;
 - (iv) at all reasonable times provide the Lessor with access to such records, documents and information as may be necessary to establish the Lessee's compliance with its WHS obligations under this Lease;
 - (v) provide the Lessor a copy of the Lessee's WHS Management Plan; and
 - (vi) provide the Lessor with any other report, management plan or other document reasonably required by the Lessor in connection with the Lessee's requirements under this clause 12.

- (b) If the Lessee is required by any legislative requirement to give any notice of any event specified in clause 12.5 to an appropriate Authority, the Lessee must at the same time give a copy of the notice to the Lessor.

12.6 *Release and indemnity*

The Lessee releases and indemnifies the Lessor from and against any Claim arising out of or in connection with any breach by the Lessee of its obligations under this clause 12, the WHS Law or WHS Regulation.

13 Assignment and other dealings

13.1 *Restriction on assignment and other dealings*

The Lessee must not do any of the following unless it first complies with the provisions under this clause 13 and obtains the Lessor's prior written approval:

- (a) assign or transfer this Lease;
- (b) grant a sublease of the Premises;
- (c) grant any licence of the Premises;
- (d) grant any security over or otherwise encumber this Lease or the Lessee's Property; or
- (e) deal with its rights under this Lease in any other way.

13.2 *Assignment*

The Lessee may only transfer its interest in this lease if:

- (a) the Lessee has given the Lessor at least 2 months' notice of the proposed assignment, together with details of the proposed transaction, details of the parties, a copy of the proposed documentation and all other relevant information;
- (b) the Lessee is not in default under this Lease, unless the default is waived by the Lessor;
- (c) the Lessee pays to the Lessor on demand the Lessor's reasonable estimate of the Costs before the Lessor makes any enquiries concerning the proposed transaction, and whether or not the Lessor consents to it;
- (d) the assignee's intended use complies with the Permitted Use;
- (e) the Lessee establishes to the Lessor's satisfaction that the assignee (including providing financial and business references where requested by the Lessor):
 - (i) is respectable and has superior or equivalent financial resources to the Lessee and is financially sound;
 - (ii) is capable of complying with the Lessee's obligations in this lease; and
 - (iii) has experience and a good reputation in conducting the same business as the Permitted Use;
- (f) the assignee provides to the Lessor any additional bank guarantee, guarantee, indemnity or other security the Lessor requires concerning the proposed transaction, at the Lessee's cost;
- (g) the Lessee and assignee enter into a deed in the form reasonably required by the Lessor under which (among other things):
 - (i) the assignee agrees to perform all of the Lessee's obligations under this Lease;

- (ii) the Lessee releases the Lessor from all its obligations under this Lease and any Claims by the Lessee arising from the Lease;
- (iii) the Lessee acknowledges its continuing obligations under this Lease; and
- (h) the Lessee provides to the Lessor a signed, stamped and registrable transfer of this Lease (if this Lease is registered).

13.3 *Subletting or licensing*

The Lessee may only grant a sublease or licence of the whole or part of the Premises if:

- (a) the Lessee has given the Lessor at least 2 months' notice of the proposed transaction, together with details of the proposed transaction, details of the parties, a copy of the proposed documentation and all other relevant information;
- (b) the Lessee is not in default under this Lease, unless the default is waived by the Lessor;
- (c) the Lessee establishes to the Lessor's satisfaction that the sublessee or licensee is respectable and financially sound);
- (d) the Lessee does not sublease or licence the Premises for a higher rent per square metre than the Rent;
- (e) the Lessee and sublessee / licensee enter into a deed in the form reasonably required by the Lessor under which (among other things):
 - (i) the Lessee acknowledges its continuing obligations under this Lease;
 - (ii) the sublessee or the licensee acknowledge the rent or licence fee payable under the sublease or licence does not reflect the market rent of the Premises;
 - (iii) the sublessee or the licensee agrees that the sublease or licence is at all times subject to this Lease and terminates immediately on termination of this Lease without notice; and
- (f) the sublessee or licensee agrees that it must not grant a sublease or licence, transfer its sublease or licence or part with or share possession of the Premises.

13.4 *Change in control of Lessee*

- (a) If:
 - (i) the Lessee is a company or a trustee of a trust; and
 - (ii) there is a proposed change in the shareholding of the Lessee or its holding company (as defined in the *Corporations Act 2001 (Cth)*) or unitholding in the trust from the holding as at the date of this Lease, so that a different person or group of persons will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings (or in the case of a trustee the unitholders in the trust together beneficially hold or control less than 51% of the units in the trust) or otherwise the change effectively alters the control of the Lessee or the holding company (**change in control**),

then the Lessee must not make that change unless it obtains the Lessor's prior approval and complies with clause 13.2 as if the person or group of persons acquiring control were a proposed assignee.

- (b) Clause 13.4(a) will not apply and the Lessee will only be required to give the Lessor prior notice of the change in control, if:

- (i) the Lessee or its holding company is listed on the Australian Stock Exchange;
and
- (ii) after the change in control the Lessee or its holding company (as the case may be) remains so listed.

14 Mortgage and security interests

14.1 Charge

The Lessee charges its interest in all Lessee PPS Items situated on the Premises from time to time in favour of the Lessor, as security for the performance of the Lessee's obligations under this Lease, including but not limited to the Lessee's obligations to transfer ownership in the whole or any part of the Lessee PPS Items to the Lessor.

14.2 Lessee's warranty and covenants

- (a) The Lessee:
 - (i) warrants that it has not created a Security Interest in respect of any Lessor PPS Items on or prior to execution of this Lease;
 - (ii) must not create a Security Interest in respect of any Lessor PPS Items or Lessee PPS Items in favour of any person other than the Lessor without the Lessor's prior written consent, which consent may be granted or withheld in the Lessor's absolute discretion;
 - (iii) must indemnify and hold harmless the Lessor against all claims, damages or loss incurred by the Lessor as a consequence of any breach by the Lessee of this clause; and
 - (iv) must on the expiration or earlier termination of this Lease, sign (and procure any holder of a registered Security Interest to sign) any document that the Lessor considers necessary or desirable under or as a result of the PPS Act to discharge any registered Security Interests under the PPS Act in relation to the Lessee PPS Items and the Lessor PPS Items.
- (b) This clause is an essential term of this Lease.

14.3 Requirements for security over lease

If the Lessee proposes to create or allow to come into existence a security over the Lessee's interest in this Lease, before it enters the security, the Lessee and the entity receiving the security must obtain the prior written consent of the Lessor and enter into a deed relating to the security in a form required by the Lessor including (among other things) provisions that:

- (a) the entity receiving the security must promptly give the Lessor notice if the Lessee is in default under the security; and
- (b) if the entity receiving the security or its appointee enters into possession of the Premises, then the entity receiving the security must remedy any subsisting default by the Lessee under this Lease and comply with the Lessee's obligations under this Lease; and
- (c) if the entity receiving the security exercises a power of sale under the security, it will comply with clause 13.2 of this Lease, even if it does not take possession of the Premises.

15 Lessor's additional obligations and rights

15.1 *Quiet enjoyment*

Subject to the Lessor's rights, while the Lessee complies with its obligations under this Lease, it may:

- (a) occupy the Premises without interference by the Lessor; and
- (b) use the Common Areas for the purposes for which they are intended (as determined by the Lessor).

15.2 *Cleaning and repair obligations*

Except to the extent that this Lease otherwise provides and subject to the Lessee's obligation under this Lease, the Lessor must use its reasonable endeavours to keep:

- (a) the Common Areas clean; and
- (b) the Building in good Structural repair and weatherproof having regard to the nature, quality and age of the Building.

15.3 *Services*

- (a) The Lessor must use reasonable endeavours to keep:
 - (i) the Services available to the Premises for the Access Hours; and
 - (ii) the Services in good repair and condition,but is not liable to the Lessee for any breach of this obligation due to:
 - (iii) the need to repair, maintain or replace any Service;
 - (iv) the requirement of any Authority;
 - (v) any accident or other unforeseen event; or
 - (vi) any malfunction or failure of any Service.
- (b) Without limiting the obligation of the Lessee under clause 10.1(a) to keep the Premises in good repair, the Lessor may use, maintain, alter or repair any Services.
- (c) If any of the Services fail or do not function properly for any reason:
 - (i) the Lessee must not terminate this Lease;
 - (ii) the Lessee must not make any claim for compensation or damages against the Lessor; and
 - (iii) the Lessee does not have any right of abatement of Rent or of any other amount to be paid under this Lease due to the failure.

15.4 *Lessor's rights to alter Building*

- (a) The Owners Corporation may:
 - (i) carry out any works on the Building, including:
 - (A) demolition, with or without reconstruction;
 - (B) enlargement or reduction in building floor area;
 - (C) renovation or refurbishment;

- (D) changes in the size and location of the Common Areas or any facilities including furniture and planting in them;
- (E) changes in the layout, direction, level or position of any premises, walkways, travelators, elevators, escalators or pathways; and/or
- (ii) change the access into, out of or through the Building or the Premises for vehicles or for pedestrians.
- (b) The Tenant must not make any Claim against the Landlord or withhold any payment due by the Tenant to the Landlord as a result of works conducted by the Owners Corporation.

15.5 Common Areas

- (a) The Common Areas, at all times, will be subject to the control of the Lessor.
- (b) The Lessor may:
 - (i) use the Building's roof and the exterior of the Premises or the Building;
 - (ii) change the area, level, location and arrangement of any part of the Common Areas;
 - (iii) exclude or remove any person from the Common Areas;
 - (iv) restrict or prohibit access to the Common Areas;
 - (v) allow functions, displays, parades and other activities in the Common Areas;
 - (vi) install and use a public address system in the Common Areas;
 - (vii) if the Lessor decides there is an emergency, stop the Lessee and the Lessee's Employees from entering the Building or using the Common Areas until after the emergency ends; and/or
 - (viii) grant leases or licences or other rights of occupation to use any part of the Common Areas.
- (c) The Lessee must not display goods or merchandise outside the Premises without the Lessor's prior written consent, which may be withheld at the Lessor's sole discretion.
- (d) The Lessee must not solicit business or distribute pamphlets or other advertising material in the Common Area or Car Park.
- (e) The Lessee must not obstruct or permit to be obstructed by the Lessee's Employees any part of the Common Area by leaving or placing any article or thing or by any meeting of persons.

15.6 To enter the Premises

- (a) The Lessor and the Lessor's Employees may enter the Premises together with all necessary equipment and workmen at any reasonable time on giving reasonable notice to:
 - (i) see if the Lessee is complying with this Lease;
 - (ii) do anything the Lessor must or may do under this Lease;
 - (iii) show prospective purchasers or mortgagees through the Premises;

- (iv) during the last 6 months of the Term, show prospective lessees through the Premises and display from the Premises a sign indicating that the Premises are available for lease;
 - (v) carry out any work to the Building or to any adjacent property; and
 - (vi) comply with any Law or requirement of any Authority affecting the Building.
- (b) If the Lessor reasonably decides there is an emergency, the Lessor may enter the Premises at any time without notice.

15.7 To deal with the Land

The Lessor may:

- (a) give a lease, licence or other right of occupation for any part of the Land or Centre (other than the Premises except in the case of a concurrent lease) on any terms to any person;
- (b) grant easements or other similar rights over the Land, Centre or Premises to any person on any terms and for any purposes except where the use of the easement or exercise of the right would have a material or permanent adverse effect on the benefit of this Lease to the Lessee. The Lessee must do anything the Lessor reasonably requires concerning the grant; or
- (c) create or allow to exist any Encumbrance over the Land or any interest in a Lease Document or assign, transfer or otherwise dispose of or deal with the Land or its rights under a Lease Document as the Lessor sees fit.

15.8 Change of Lessor

If another person (new lessor) becomes entitled to receive the Rent to be paid by the Lessee then:

- (a) the Lessor is released from any obligation under this Lease arising after that new lessor acquires or exercises the Lessor's interest in this Lease; and
- (b) the Lessee must procure the changes required by that new lessor to the insurances referred to in clause 7.1; and
- (c) the Lessee and the Guarantor must enter into any documents and assurances that the Lessor or the new lessor reasonably requires to enable the new lessor to enforce the benefit of any obligation owed under this Lease in the new lessor's name.

15.9 Lessor may rectify

- (a) After giving the Lessee reasonable notice of what is to be done, the Lessor may, at the Lessee's cost, do anything which the Lessee should have done under this Lease but which it has not done in accordance with that notice or which the Lessor considers the Lessee has not done properly.
- (b) Any Cost incurred by the Lessor in exercising the Lessor's rights under clause 15.9(a) must be paid by the Lessee to the Lessor within 7 days of demand by the Lessor. If the Lessee fails to make payment the Lessor may claim the Costs as a liquidated damage.
- (c) For the purpose of clause 15.9(a), the Lessor, its Authorised Officer's or Agents may enter the Premises without notice and at any time.
- (d) The Lessor may enforce its rights against the Lessee without having to enforce comparable rights against any other lessee in the Building.

15.10 Rules

- (a) The Lessor discloses the Rules and may at any time vary the Rules, in connection with the operation, use, safety, management and occupation of the Building.
- (b) The Lessee and the Lessee's Employees must comply with the Rules at all times.
- (c) If any Rule is inconsistent with the rights granted to the Lessee under this Lease, the Rule must be read down to the extent of the inconsistency.

15.11 Building Manager

- (a) The Lessor may appoint a Building Manager or others to exercise any of the Lessor's rights or perform any of its duties under this Lease.
- (b) Any communications from the Lessor override those from the Building Manager or other agent to the extent that they are inconsistent.

15.12 Restricted access to Building

- (a) Subject to clause 15.12(b), the Lessee and the Lessee's Agents may use the Premises during those hours permitted by law and enter and access the Premises at any time subject to the Lessor's rights in this Lease.
- (b) The Lessor or Owners Corporation may exclude any person (including the Lessee) from the Building:
 - (i) during public holidays;
 - (ii) if required by Law; or
 - (iii) for safety or security reasons.

15.13 Rules

The Tenant must comply with the rules made by the Owners Corporation.

15.14 Resumption

- (a) The Lessor may terminate this Lease by notice to the Lessee if the Building or Land or any part of it is resumed by any Authority.
- (b) The Lessor is not liable to the Lessee for any loss or damage or other Claim or Cost suffered by the Lessee in connection with the termination in accordance with this clause.

15.15 Superior interests

If any person has an interest in the Premises which is concurrent with or superior to the Lessor's interest, the Lessee must allow that person to:

- (a) exercise its right, or the Lessor's right, to enter the Premises;
- (b) carry out repairs, maintenance and other work in the Premises; and
- (c) exercise its rights and obligations as to the Premises.

15.16 Name of Building

- (a) The Lessor may at any time name (or change the name of) the Building and may give naming rights over the Building to any person.

- (b) The Lessee must not use a corporate or business name or logo which includes words or logos connecting the Lessee's Business with the name of the Building without obtaining the prior written approval of the Lessor.
- (c) If the Lessor gives approval under clause 15.16(b) the Lessee must not in any way defame or denigrate the name of the Building or use the name in any derogatory way and must, on termination of this Lease, immediately stop using the corporate or business name and logo consented to and give the Lessor a copy of confirmation of termination or change of the corporate or business name or logo within a reasonable time.

16 Damage to Premises or Building

16.1 Procedure

- (a) If the Building is destroyed or damaged so that, in the reasonable opinion of the Lessor, the whole of the Premises or a substantial part of it is unfit for occupation or use by the Lessee, then the Lessor may give notice to the Lessee at any time after that the Lessor:
 - (i) intends to repair the Building or damage or if applicable, if the Owners Corporation intends to rebuild the Building;
 - (ii) considers the damage is such that its repair is impracticable or undesirable.
- (b) If the Lessor notifies the Lessee that the damage is such that its repair is impracticable or undesirable then either party may terminate this Lease by giving at least 7 days' written notice to the other.
- (c) The Lessee may provide written notice to the Lessor requesting repair of the damage within a reasonable time.
- (d) If the Lessor does not repair the damage within a reasonable time after notice by the Lessee in accordance with clause 16.1(c) then the Lessee may terminate this Lease by giving at least 30 days' written notice to the Lessor.
- (e) The parties agree that no compensation, Claim or Cost is payable by either party for termination under clause 16.1.

16.2 Abatement of Rent and Lessee's Contribution

Subject to clause 16.3, if the Premises or the Building are damaged and the Premises:

- (a) cannot be used or are inaccessible, the Lessee is not liable to pay Rent or the Lessee's Contribution for the period that the Premises cannot be used or are inaccessible; or
- (b) are still useable but the useability is diminished due to the damage, the Lessee's liability to pay Rent and the Lessee's Contribution is reduced in proportion to the reduction in useability for the period that the useability of the Premises is diminished.

16.3 Damage caused by Lessee

If:

- (a) the destruction or damage is caused by the Lessee or the Lessee's Employees; and/or
- (b) rights under an insurance policy in connection with the Building are prejudiced or a policy is validly cancelled or a claim is refused by the insurer because of the act, negligence or default of the Lessee or of the Lessee's Employees,

then

- (c) the Lessee cannot terminate this Lease under clause 16.1; and
- (d) clause 16.2 does not apply.

16.4 *No obligation to restore*

Nothing in this clause 16 obliges the Lessor to restore or reinstate the Building or the Premises.

16.5 *Dispute*

- (a) If any dispute arises under clause 16 either party may ask the President of the Australian Property Institute Inc. – (TYPE FREE TEXT – State e.g. NSW) Division to appoint a Valuer to determine the dispute and the proportion of the Valuer's costs that each party must pay.
- (b) The Valuer acts as an expert and not as an arbitrator and the Valuer's decision is final and binding.
- (c) The parties may make written submissions to the Valuer and the Valuer is obliged to consider the reasonable submissions of the parties.
- (d) The parties must comply with the requirements of the Valuer which relate to the Valuer's appointment or determination.
- (e) The Lessee must continue making payments of Rent and the Lessee's Contribution until the dispute under this clause 16 is resolved.

16.6 *Mutual Release*

Each party releases the other from all Claims, liability or loss arising from or incurred in connection with the termination of this Lease under this clause 16.

17 *Expiry or termination*

17.1 *Lessee to vacate*

On the earlier of the Terminating Date and the date this Lease is terminated the Lessee must:

- (a) give vacant possession of the Premises; and
- (b) Make Good the Premises.

17.2 *Make Good and removal of Lessee's Property*

The Lessee must Make Good the Premises:

- (a) during the 14 days immediately before the Terminating Date or if the Lessor terminates this Lease by re-entry, within 14 days after the date of Termination;
- (b) during hours reasonably approved by the Lessor; and
- (c) using contractors approved by the Lessor and at the direction of the Lessor.

17.3 *Damage*

The Lessee must immediately make good any damage caused to the Premises, Building or Land in the course of complying with clauses 17.1 and 17.2.

17.4 *Lessee's Property not removed*

If the Lessee does not Make Good in accordance with clause 17.1 or repair damage in accordance with clause 17.3:

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- (a) the Lessor may:
 - (i) carry out the Lessee's obligations at the Lessee's Cost;
 - (ii) store the Lessee's Property at the Lessee's Cost;
 - (iii) dispose of the Lessee's Property at the Lessee's Cost; and/or
 - (iv) take ownership of all or any of those items and deal with them in any manner the Lessor's thinks fit at the Lessee's Cost and without any liability to the Lessee or any other party; and
- (b) the Rent and other money payable under this Lease continues to be payable by the Lessee until the Lessee has Made Good.

17.5 Keys

- (a) On the earlier of the Terminating Date or the date this Lease is terminated, the Lessee must give to the Lessor any keys, access cards and similar devices in respect of the Land, Building and Premises held by the Lessee and the Lessee's Employees or any other person who has been given them by the Lessee or the Lessee's Employees.
- (b) In the event the Lessee fails to return all keys, access cards and similar devices to the Lessor as required by clause 17.5(a) then the Lessee must pay to the Lessor as a liquidated debt all Costs incurred by the Lessor in replacing any keys, access cards or similar devices and in having any locks or access readers or similar devices replaced or re-programmed as the case may be.

17.6 No merger

The provisions of clause 17 do not merge on termination.

18 Default

18.1 Events of default

Each of the following is a default by the Lessee under this Lease:

- (a) if the Lessee does not pay the Rent within 7 days of the due date for payment, whether demanded or not by the Lessor;
- (b) if the Lessee does not pay the Lessee's Contribution or any other amount that is due and payable under this Lease within 14 days of its due date, whether demanded or not by the Lessor;
- (c) if the Lessee does not comply with any other essential term of this Lease;
- (d) if the Lessee does not comply with any other obligation under this Lease; and
- (e) if the Lessee repudiates an obligation under this Lease; and
- (f) an Insolvency Event occurs in relation to the Lessee or Guarantor.

18.2 Lessor's termination after default

If the Lessee defaults under clause 18.1, the Lessor may terminate this Lease by:

- (a) re-entering and taking possession of the Premises, using reasonable force to secure possession if necessary
- (b) serving written notice of termination on the Lessee;
- (c) instituting proceedings for possession of the Premises against the Lessee; or

- (d) taking action under clauses 18.2(a) and 18.2(b) or clauses 18.2(b) and 18.2(c).

18.3 Essential terms

Each of the following obligations of the Lessee is an essential term of this Lease:

- (a) to pay Rent under clause 3;
- (b) to pay the Lessee's Contribution under clause 4;
- (c) to pay interest and GST under clause 5;
- (d) to maintain the insurances under clause 7.1;
- (e) regarding the use of the Premises under clause 9.1(a);
- (f) regarding repair, redecoration and Lessee's works under clause 10;
- (g) regarding assignment and other dealings under clauses 13.1 to 13.3; and
- (h) to give a Bank Guarantee and/or a security deposit under clause 20.

18.4 Breach of essential term

The Lessor may treat the Lessee's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of the essential term and for repudiation.

18.5 Lessor's entitlement to damages

- (a) If the Lessee:
 - (i) repudiates this Lease;
 - (ii) breaches an essential term of this Lease; or
 - (iii) defaults under this Lease in any other way,the Lessee must compensate the Lessor for the loss or damage suffered by the Lessor as a consequence of the repudiation, breach or other default.
- (b) The compensation to be paid by the Lessee under clause 18.5(a) extends to the loss or damage suffered by the Lessor during the Term, including the periods before and after any termination of this Lease.
- (c) The Lessee's obligation to compensate the Lessor for loss or damage is not affected if:
 - (i) the Lessee abandons or vacates the Premises;
 - (ii) the Lessor elects to re-enter or to terminate this Lease;
 - (iii) the Lessor accepts the Lessee's repudiation; or
 - (iv) the parties' conduct constitutes a surrender by operation of Law.
- (d) The Lessor's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Lease.
- (e) The Lessor's right to damages includes:
 - (i) the payment of Rent from the date of termination to the Terminating Date less any amount received on account of re-letting of the Premises;
 - (ii) the payment of the Lessee's Contribution from the date of termination to the Terminating Date less any amount received on account of re-letting of the Premises;

- (iii) any costs attributed to the Lessor dealing with any Lessee's Property remaining on the Premises;
- (iv) any costs incurred by the Lessor in re-letting the Premises including agent's commission, listing fees and legal costs; and
- (v) any costs incurred by the Lessor in attending to any requirements of the Lessee under this Lease..

18.6 Lessor's other rights

The Lessor's rights to compensation for loss or damage are in addition to its rights to:

- (a) recover an amount under clause 4;
- (b) recover costs and expenses under clause 5; and
- (c) receive interest under clause 5.

18.7 Mitigation of damages

- (a) The Lessor must mitigate the Lessee's damages by attending to any requirements under this Lease as soon as reasonably practical and by attempting to let the Premises to a new tenant as soon as feasible.
- (b) The Lessor's duty to mitigate damages:
 - (i) does not constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of Law;
 - (ii) does not apply if the Lessee vacates or abandons the Premises during the last year of the Term; and
 - (iii) does not apply if the Lessee vacates or abandons the Premises and the Lessor intends to demolish or renovate the Premises.

18.8 Lessor's rights after Lessee vacates during Term

- (a) If the Lessee vacates or abandons the Premises during the Term, the Lessor may:
 - (i) accept the keys to the Premises from the Lessee;
 - (ii) renovate, restore and clean the Premises;
 - (iii) change the locks and secure the Premises; or
 - (iv) allow prospective Lessees to inspect the Premises.
- (b) The Lessor may take any action in clause 18.8(a) without the Lessor's conduct constituting:
 - (i) a re-entry or termination of this Lease; or
 - (ii) the acceptance of a surrender of this Lease.
- (c) The Lessee's obligation to pay Rent and to comply with its other obligations under this Lease continues, even if the Lessee vacates or abandons the Premises, until the termination or expiry of this Lease.

18.9 No waiver

If the Lessor:

- (a) accepts Rent or other money under this Lease (before or after termination);

- (b) does not exercise or delays exercising any right under clause 18;
- (c) gives any concession to the Lessee;
- (d) attempts to mitigate its loss; or
- (e) shows prospective Lessees through the Premises,

it is not a waiver of any breach or of the Lessor's rights under this Lease.

18.10 Conversion of tenancy

In addition to the Lessor's rights under clause 18.2, the Lessor may convert this Lease into a monthly tenancy terminable by either party on providing at least one month's written notice at any time to the other. The monthly tenancy will be on the same terms as this Lease except for those changes which are necessary to make the Lease appropriate for a monthly tenancy.

18.11 Payment after notice

- (a) If either party gives a notice terminating this Lease, or the Lessor gives a notice demanding immediate possession of the Premises, the Lessor's acceptance of, or demand for, Rent or any other money:
 - (i) is not evidence of a new lease for the Premises; and
 - (ii) does not alter the legal effect of the notice.
- (b) If the Lessee continues to occupy the Premises unlawfully after the expiry or termination of this Lease the Lessee must pay (by weekly instalments) an amount equal to the total of the Rent plus other money payable by the Lessee to the Lessor under this Lease increased by 10%.

19 Power of attorney

19.1 Appointment of attorney

- (a) The Lessee irrevocably appoints the Lessor and each officer (as defined in the Corporations Act) and solicitor of the Lessor severally as its attorney to:
 - (i) complete and register this Lease (if required for the exercise of any power);
 - (ii) do anything that the Lessee must or may do under this Lease if the Lessor considers that the Lessee has not done it or has not done it properly;
 - (iii) do anything that the Attorney considers is necessary or desirable to remedy any breach of this Lease by the Lessee;
 - (iv) exercise any right, power, authority, discretion or remedy of the Lessee under this Lease, after the Lessee has breached this Lease; and
 - (v) execute a transfer or surrender of this Lease or a withdrawal of any caveat, after the Lessee has breached this Lease.
- (b) Each Attorney may appoint and remove substitutes, and may delegate its powers (including this power of delegation) and revoke any delegation.

19.2 General

- (a) An Attorney may do anything intended by this clause even if the Attorney is affected by an actual or potential conflict of interest or duty, or might benefit from it.
- (b) An Attorney may do anything intended by this clause in its name, in the name of the Lessee or in the name of both of them.

- (c) The Lessee must ratify anything done by an Attorney under this clause.
- (d) The Lessee gives the power of attorney in this clause:
 - (i) to secure performance by the Lessee of its obligations to the Lessor under this Lease and any property interest of the Lessor under this Lease; and
 - (ii) for valuable consideration, receipt of which is acknowledged by the Lessee.

19.3 Protected power

If the Lessee is a natural person, the power of attorney is given with the intention that it continues even if the Lessee suffers loss of capacity through unsoundness of mind after signing this Lease.

20 Security deposit

20.1 Security deposit

- (a) On or before the Commencing Date, the Lessee must deposit with the Lessor the Security Deposit.
- (b) The Security Deposit is to be held by the Lessor and applied towards remedying any default by the Lessee under this Lease.

20.2 Investment and interest

The Lessor may invest the Security Deposit and is entitled to all the interest earned.

20.3 Appropriation

If the Lessor applies any part of the Security Deposit and this Lease is not terminated, the Lessee must pay the amount appropriated to the Lessor to maintain the Security Deposit.

20.4 Rent increases

If the Rent increases, the Lessee must pay to the Lessor any additional amount required to ensure that the Security Deposit is at least the amount specified in Item 13.

20.5 Transfer

If the Lessor transfers its interest in the Premises and transfers the Security Deposit to the transferee, the Lessee must do whatever is necessary to transfer the Security Deposit and the Lessor is released from all obligations to the Lessee under the Security Deposit.

20.6 Refund

The Lessor must refund to the Lessee any Security Deposit on the later of the day following the:

- (a) termination of this Lease; or
- (b) the Lessee's fulfilment of its obligations under this Lease,

21 Guarantee

21.1 Consideration

- (a) The Guarantor gives this guarantee and indemnity in consideration of the Lessor agreeing to enter into this Lease.

- (b) The Guarantor acknowledges the receipt of valuable consideration from the Lessor for the Guarantor incurring obligations and giving rights under this guarantee and indemnity.

21.2 *Guarantee*

The Guarantor unconditionally and irrevocably guarantees to the Lessor the punctual performance and observance by the Lessee of its obligations:

- (a) under this Lease; and
 - (b) in connection with its occupation of the Premises,
- including the obligations to pay money.

21.3 *Indemnity*

- (a) The Guarantor indemnifies the Lessor and must keep the Lessor indemnified against, and undertakes as principal debtor to pay to the Lessor on demand, an amount equal to all Claims directly or indirectly arising from or incurred in connection with:
 - (i) the Lessee not paying all money required to be paid by the Lessee under this Lease;
 - (ii) the Lessee not complying with the Lessee's obligations under this Lease; or
 - (iii) the Lessor not being able to recover money from the Lessee or enforce the Lessee's obligations under this Lease for any reason.
- (b) The indemnity applies whether or not the Lessor or the Guarantor knew, or should have known, about a fact or circumstance that may give rise to a claim under this indemnity.

21.4 *Enforcement of rights*

The Guarantor waives any right it has of first requiring the Lessor to commence proceedings or enforce any other right against the Lessee or any other person before claiming under this guarantee and indemnity.

21.5 *Continuing security*

- (a) This guarantee and indemnity is a continuing security and is not discharged by any one payment.
- (b) The Guarantor's obligations under this Lease survive the expiry or termination of this Lease.

21.6 *Guarantee not affected*

The liabilities of the Guarantor under this guarantee and indemnity as a guarantor, indemnifier or debtor and the rights of the Lessor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:

- (a) the Lessor granting time or other indulgence to, compounding or compromising with or releasing the Lessee;
- (b) acquiescence, delay, acts, omissions or mistakes on the part of the Lessor;
- (c) the Lessor transferring any right, compromising with or releasing the Lessee or any other person;
- (d) any variation, assignment, extension or renewal of this Lease or holding over;

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- (e) an external administrator or trustee disclaiming this Lease;
- (f) the Lessee:
 - (i) if a corporation, being wound up or dissolved;
 - (ii) if an individual, being declared bankrupt or dying;
- (g) the invalidity or unenforceability of an obligation or liability of a person other than the Guarantor;
- (h) any change in the Lessee's occupation of the Premises;
- (i) the non registration of this Lease;
- (j) any person named as Guarantor not executing this Lease or executing it incorrectly; or
- (k) this Lease not being effective as a lease for the Term.

21.7 Suspension of Guarantor's rights

The Guarantor must not, without the Lessor's approval which the Lessor may withhold in its absolute discretion:

- (a) raise a set-off or counterclaim available to it or the Lessee against the Lessor in reduction of its liability under this guarantee and indemnity;
- (b) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the Lessor in connection with this Lease;
- (c) make a claim or enforce a right against the Lessee or its property; or
- (d) prove in competition with the Lessor if a liquidator, provisional liquidator, receiver, administrator or trustee in bankruptcy is appointed for the Lessee or the Lessee is otherwise unable to pay its debts when they fall due,

until all money to be paid to the Lessor in connection with this Lease is paid.

21.8 Reinstatement of guarantee

If any payment or other transaction in connection with this Lease or the guarantee or indemnity is void, voidable, unenforceable or defective, or is claimed to be so and that claim is upheld or settled, then:

- (a) the liability of the Guarantor will remain the same as if the payment or other transaction had not been made; and
- (b) the Guarantor must immediately on demand do everything necessary to put the Lessor into the same position it would have been in if the payment or other transaction had not been made.

21.9 Costs

- (a) The Guarantor agrees to pay or reimburse the Lessor on demand:
 - (i) the Lessor's costs, charges and expenses in making, enforcing and doing anything in connection with this guarantee and indemnity including legal costs and expenses on a full indemnity basis; and
 - (ii) all stamp duties, fees, taxes and charges which are to be paid in connection with this guarantee and indemnity or a payment, receipt or other transaction intended by it.

- (b) Money paid to the Lessor by the Guarantor must be applied first against payment of costs, charges and expenses under this clause 21.9 then against other obligations under this guarantee and indemnity.

21.10 Assignment

The Lessor may assign its rights under this guarantee and indemnity to any person to whom it transfers the Land or assigns its interests in this Lease.

21.11 Privacy

The Guarantor acknowledges and agrees that:

- (a) the Lessor has collected or may collect Personal Information about the Guarantor for the purpose of assessing whether the Guarantor's is suitable as a guarantor under the Lease;
- (b) the Personal Information may be disclosed to prospective purchasers of the Building or to an existing or prospective mortgagees;
- (c) the Guarantor has a right under the *Privacy Act 1988* (Cth), subject to certain exceptions, to obtain access to the Personal Information;
- (d) if the Personal Information is not given to the Lessor, the Lessor will be hindered in deciding whether or not to lease the Premises to the Lessee; and
- (e) this clause does not limit or affect any other acknowledgment or agreement that the Guarantor has given or entered into, or gives or enters into in the future, under the *Privacy Act 1988* (Cth).

22 Option for a new lease

22.1 What Lessee must do

If there are particulars of a new lease in Item 15, the Lessor must grant a new lease of the Premises to the Lessee on the Terminating Date to commence on the next day if:

- (a) the Lessee gives the Lessor a notice stating that it wants a new lease of the Premises for the term first specified in Item 15;
- (b) the Lessor receives that notice at least 3 months before the Terminating Date but no more than 6 months before the Terminating Date;
- (c) the Lessee has paid the Rent on time and not committed any breach of the Lease and, when the Lessee gives notice under clause 22.1(b), and on the Terminating Date, the Lessee is not in breach of this Lease; and
- (d) the Lessee delivers to the Lessor, on or before the commencing date of the new lease, any security in connection with the Lessee's obligations under the new lease on the same terms as any given in connection with the Lessee's obligations under this Lease or as required under the lease for the option term.

22.2 Terms of new lease

The new lease is to be identical with this Lease except that:

- (a) if the particulars of the new lease are the only particulars specified in Item 15, this clause 22 and Item 15 are deleted;
- (b) clause 25, Item 16 and all associated definitions are deleted;

- (c) if particulars of more than one new lease are specified in Item 15, the particulars of the new lease first specified are deleted from Item 15;
- (d) the term, commencing date, terminating date, review dates and types of reviews are to be those specified in Item 15;
- (e) the rent on the commencing date of the new lease is to be decided under Item 15 in the manner specified in Item 15;
- (f) clause 3.2 and clause 4.7 are deleted;
- (g) the new lease must reflect any variations to this Lease which become effective during the Term; and
- (h) the new lease may include any term which the Lessor reasonably requires due to any change in the Law.

22.3 *Lessee to Assist Lessor*

- (a) As soon as reasonably practical, the Lessor must cause the new lease to be provided to the Lessee for execution.
- (b) The Lessee must promptly execute and return the new lease and any requirements to the Lessor or its Authorised Officer.

22.4 *Transition Provisions*

The parties acknowledge that the execution of the new lease is a formality only and is not required to confirm the parties respective rights and obligations under the Option Lease.

23 Contamination

23.1 *No warranty by Lessor*

The Lessor does not make any representation or warranty about any subsisting or previous Contamination on or about the Premises or Land.

23.2 *Lessee's warranty*

- (a) The Lessee warrants it has relied on its own due diligence for all matters concerning any Contamination issues relevant to the Lessee or the Premises.
- (b) The Lessee covenants not to Contaminate the Premises or Land in any way.

23.3 *Requirements upon Contamination*

If the Lessee Contaminates the Premises or Land then the Lessee must immediately:

- (a) notify the Lessor in writing and all relevant Authorities including details of the nature and extent of the Contamination;
- (b) undertake, at the Lessee's Cost, all audits, tests, surveys and other investigations required by the Lessor or any Authority (Reports) to determine the full nature and extent of the Contamination and give the Lessor a copy of all Reports;
- (c) submit to the Lessor details of the Lessee's proposed remediation plans for the premises and land (**Remediation Plan**); and
- (d) after obtaining the Lessor's prior consent, remediate the Premises and Land in accordance with:
 - (i) the Remediation Plan;

- (ii) to the extent that a higher degree of remediation is necessary to comply with the recommended or preferred guidelines or standards issued by the Environmental Protection Agency or its successor or other organisation replacing it, those guidelines; and
- (iii) the requirements of any relevant Authority.

23.4 Costs

- (a) The Lessee must pay the Lessor's reasonable Costs of and incidental to all matters under this clause including approving, monitoring and liaising with any relevant parties in connection with any Contamination of the Premises or Land.
- (b) If the lessee does not attend to any matters in accordance with this clause within a reasonable time, the Lessor may attend to those matters and the Lessee must pay the lessor immediately on demand all Costs incurred by the Lessor.

23.5 Indemnity

The Lessee indemnifies and must keep the Lessor indemnified against any Claims and Costs arising during or after the Term of this Lease in connection with any matters of and incidental to any Contamination of the Premises or Land caused by the Lessee.

24 Notices

24.1 Notices

Any notice given under or in connection with this deed (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post, fax or email to the address, or email for that party in the Parties Section of this Deed, or at the address, or email last notified by the intended recipient to the sender after the date of this deed:
- (c) is taken to be given and made:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
- (d) if under clause (a) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

24.2 Notices sent by email

- (a) A party may serve a Notice by email if the Notice:
 - (i) includes a signature block specifying:
 - (A) the name of the person sending the Notice; and
 - (B) the sender's position within the relevant party;
 - (ii) states in the body of the message or the subject field that it is sent as a Notice under this deed; and

- (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this deed.
- (b) The recipient of a Notice served under this clause 24.2 must:
 - (i) promptly acknowledge receipt of the Notice; and
 - (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause 24.2(b) does not invalidate service of a Notice under this clause.

24.3 *Receipt of Notices sent by email*

- (a) A Notice sent under clause 24.2 is taken to be given or made:
 - (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
 - (ii) when the Notice enters an information system controlled by the recipient; or
 - (iii) when the Notice is first opened or read by the recipient,whichever occurs first.
- (b) If under clause 24.2 a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

25 Car parking

25.1 *Licence*

- (a) The Lessor grants to the Lessee the exclusive licence for the Term to park motor vehicles in the Car Spaces (**Licence**).
- (b) The Licence is personal to the Lessee and does not constitute a leasehold interest.
- (c) Nothing in this clause:
 - (i) confers on the Lessee any rights over the Car Spaces; or
 - (ii) creates the relationship of landlord and tenant between the parties.

25.2 *Lessor's rights*

- (a) The Lessor may refuse to allow any motor vehicle of the Lessee, or the Lessee's Employees, to occupy a Car Space at any time:
 - (i) where required by Law;
 - (ii) if in the Lessor's reasonable opinion that motor vehicle is unsuitable to be parked in the Car Park;
 - (iii) to protect the safety of any person or property; or
 - (iv) for repairs or renovations to the Car Park, Building or Land.
- (b) The Lessor may change any existing Car Spaces or allocate new car spaces in the Car Park.
- (c) The Lessor must use reasonable endeavours to minimise inconvenience to the Lessee.

25.3 *Payment of Car Park Licence Fee*

The Lessee must pay the Car Park Licence Fee to the Lessor by equal monthly instalments in advance on each Rent Day in the same manner as the Rent (if demanded).

25.4 *Review of Car Park Licence Fee*

The parties agree that the Car Park Licence Fee will be reviewed on the same dates and in the same manner as the Rent.

25.5 *No assignment or subletting*

The Lessee must not assign or sublicense any rights conferred on it under this clause 25 except in accordance with a permitted assignment or sublease of this Lease to a permitted assignee or sublessee.

25.6 *Obligations*

The Lessee must:

- (a) use the Car Spaces for the sole purpose of parking motor vehicles;
- (b) park motor vehicles only in the Car Spaces;
- (c) if asked by the Lessor, remove any motor vehicle which are not wholly in the Car Spaces;
- (d) keep the Car Spaces clean, tidy and in good repair;
- (e) immediately make good any damage caused to the Building, Land or Car Spaces by the Lessee or the Lessee's Employees;
- (f) if asked by the Lessor, notify it of the registration numbers of the motor vehicles that are regularly parked in the Car Spaces and inform the Lessor of any changes;
- (g) comply with any instructions, directions of the Lessor or the Building Manager; any rules made by Lessor and notified to the Lessee about the Car Spaces (as varied by the Lessor from time to time), and any rules or directions displayed in the Car Park or Building;
- (h) comply with all Laws and directions given by any Authority in relation to the Car Park and Car Spaces; and
- (i) ensure all motor vehicles brought onto the Land or Car Park are registered and insured as required by law at all times.

25.7 *Prohibitions*

The Lessee must not:

- (a) damage the Car Spaces, any person in or around the Car Spaces or the Building or Land or any property (whether or not property of the Lessor) in the Car Park;
- (b) bring or leave in nor permit to be brought or left in the Car Park any offensive, hazardous or dangerous substance or cause any Contamination to the Land;
- (c) place or permit any rubbish in or around the Car Spaces and Car Park;
- (d) wash, maintain, grease, oil or repair motor vehicles or anything else in the Car Spaces or Car Park;
- (e) make any alteration to the Car Spaces; or

- (f) use the Car Spaces for any illegal or other purpose or do anything which does or could be a nuisance to or annoy or offend the Lessor, other users of the Car Park or Building or the owners or occupiers of any adjoining property.

25.8 Release

- (a) Motor vehicles brought onto the Land by the Lessee or the Lessee's Employees are at the sole risk of the Lessee.
- (b) The Lessee releases the Lessor from any Claims arising or in connection with:
 - (i) damage to or by the motor vehicles;
 - (ii) theft of the motor vehicles;
 - (iii) theft of items in or from the motor vehicles,whilst located in the Car Park or on the Land.
- (c) The Lessor is under no duty to check the identity or authority of any person seeking to park or to remove any car on the land or parked in the Car Park.

25.9 Indemnity

The Lessee indemnifies the Lessor against all Claims which the Lessor may sustain or incur in connection with:

- (a) any property damage or death or injury to any person caused or contributed to by, or arising out of the use of any motor vehicle brought onto the Land by the Lessee, the Lessee's Employees or any person claiming though or under the Lessee;
- (b) the Lessee's or the Lessee's Employees use of the Car Park; and
- (c) any breach by the Lessee under this deed,

except to the extent that Claim is caused solely by the negligent act or omission of the Lessor.

25.10 Insurance

The Lessee must ensure that the insurance cover required by clause 7 also covers the Lessee's use of the Car Spaces.

25.11 Removal of motor vehicles

- (a) During the 14 days immediately before the Terminating Date; or
- (b) if the Lessor terminates this Lease by re-entry, within 7 days after the date of termination,

the Lessee must (during hours reasonably approved by the Lessor):

- (c) remove from the Land and Car Park all of its and the Lessee's Employees' property and motor vehicles unless the Lessor agrees or directs otherwise in writing; and
- (d) thoroughly clean and make good any damage to the Car Spaces including where necessary removing all rubbish and other materials.

25.12 Motor vehicles not removed

- (a) If the Lessee does not remove the motor vehicles in accordance with clause 25.11 the motor vehicles not removed may be moved by the Lessor to a place chosen by the Lessor.

- (b) The Lessor will not be liable for any damage to any motor vehicle caused by that removal.
- (c) The Lessee on being requested to do so by the Lessor shall pay to the Lessor any Cost incurred by the Lessor in connection with that removal.
- (d) The Lessee indemnifies the Lessor against any Claim or Cost by any third party because of the Lessor acting in accordance with this clause.

25.13 *Terminate*

The Licence automatically terminates if this Lease terminates.

26 *General*

26.1 *Lessor's approval or consent*

If this Lease says that the Lessor's approval or consent must be obtained by the Lessee, then:

- (a) it must be obtained before the act or thing is done; and
- (b) the Lessor may withhold that approval or consent in its absolute discretion unless this Lease says otherwise.

26.2 *Lessee's warranties*

The Lessee warrants that it has relied only on its own enquiries in connection with this Lease and not on any statement, promise, representation, warranty or undertaking by the Lessor or any person acting or seeming to act on the Lessor's behalf other than as set out in this Lease has notice of the Rules current when signing this Lease.

26.3 *Caveats*

- (a) The Lessee must not:
 - (i) lodge a caveat on the title to the Land; or
 - (ii) allow a caveat lodged by a person claiming through the Lessee to remain on that title,

except a caveat noting the Lessee's interest under this Lease if this Lease is not registered within a reasonable time after execution (and it must be registered to ensure that it is enforceable against the Lessor's successors in title.
- (b) If the Lessee lodges a caveat under this clause, it must do everything necessary to allow registration of any dealing if its rights under this Lease are protected. The Lessee must withdraw that caveat on the earlier of registration and expiry or termination of this Lease.

26.4 *Giving effect to this Lease*

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

26.5 *Operation of indemnities*

- (a) Each indemnity of the Lessee in this Lease survives the expiry or termination of this Lease.
- (b) The Lessor may recover a payment under an indemnity in this Lease before it makes the payment for which the indemnity is given.

- (c) Nothing in any indemnity in this Lease derogates from or limits the right of the Lessor to:
 - (i) seek recovery of damages; or
 - (ii) exercise any rights it has at common law.

26.6 Operation of this Lease

- (a) The Lease Documents taken together contain the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty concerning that subject matter is replaced by this Lease and has no further effect.
- (b) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Lease which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Lease enforceable, unless this would materially change the intended effect of this Lease.

26.7 Governing law

- (a) This Lease is governed by the law in force in the State.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Lease, and waives any right it might have to claim that those courts are an inconvenient forum.
- (c) Any present or future legislation which operates to vary the obligations of the Lessee or any guarantor in connection with this Lease with the result that the Lessor's rights, powers or remedies are adversely affected, including without limitation by way of delay or postponement, is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

26.8 Exclusion of implied covenants

the covenants, powers and provisions implied in leases by ss 84, 84A, 85, 86 and 132 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

26.9 Exclusion of contrary legislation

Any legislation that adversely affects an obligation of the Lessee, or the exercise by the Lessor of a right or remedy, under or relating to this Lease is excluded to the full extent allowed by Law.

26.10 Waiver and variation

- (a) A provision of or a right under this Lease may not be waived or varied except in writing signed by the party waiving the provision or right.
- (b) A delay by a party in exercising a right or remedy or failure to exercise a right or remedy, or a custom or practice between the parties does not constitute a waiver of that right or remedy.
- (c) A waiver (either wholly or in part) by a party of a right does not operate as a subsequent waiver of the same right or of any other right of that party.

26.11 Invalidity

- (a) A word or provision must be read down if:

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- (i) this Lease is void, voidable, or unenforceable if it is not read down;
 - (ii) this Lease will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
- (i) despite the operation of clause 26.11(a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this Lease will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this Lease has full effect even if clause 26.11(a) or 26.11(b) applies.

26.12 Lessor's rights not affected

The rights, powers and remedies of the Lessor under this Lease are in no way affected or limited by the Lessor:

- (a) granting to the Lessee any time or indulgence regarding paying Rent;
- (b) releasing the Lessee from paying Rent or any part of it;
- (c) agreeing to the substitution of a different Rent either for the unexpired term of this Lease or during any part of the Term;
- (d) extending the time for payment of any money due on account of Rent;
- (e) postponing any rights, powers or remedies conferred on the Lessor following the Lessee's default under this Lease or the exercise of any of those rights, powers or remedies at any time and in any manner;
- (f) not enforcing any covenant of the Lessee in this Lease; or
- (g) granting any other concession to the Lessee regarding paying Rent or otherwise complying with the Lessee's covenants under this Lease.

26.13 Relationship between parties

Nothing in this Lease:

- (a) constitutes a partnership between the parties; or
- (b) except as expressly provided, makes a party an agent of another party for any purpose.

26.14 Time for doing acts

- (a) If the time for doing any act or thing required to be done or a notice period specified in this deed expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.
- (c) If a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
- (d) A day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
- (e) Time is a reference to time in the time zone of the State.

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26.15 Deed

This Lease operates as a deed even if it is not registered.

26.16 Power of Attorney/Agent

Each attorney or agent who executes this Lease on behalf of a party declares that the attorney/agent has no notice of the revocation or suspension of the power of attorney or other authority or death of the grantor.

26.17 Joint Parties

If two or more parties are included within the same meaning in this Lease:

- (a) a liability of those parties under this Lease is a joint and several liability of one and all parties;
- (b) a right given to those parties is a right given severally; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

26.18 Remedies Cumulative

The rights, powers and remedies provided in this Lease are cumulative with and not exclusive of the rights, powers or remedies provided by law independently of this Lease.

Signed by:

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| <i>Item 7</i> | Review Date | Type of Review |
|---|---|-----------------------|
| (clause 1.1, 3) | Each anniversary of the Commencing Date | CPI |
| <i>Item 8</i> | Lessee's Proportion | |
| (Clauses 1.1, 4.1) | 100% | |
| <i>Item 9</i> | Public liability insurance | |
| (clause 7.1) | \$20,000,000 | |
| <i>Item 10</i> | Permitted Use | |
| (clauses 1.1, 9.1(a), 13.2(d)) | Office for real estate and accountancy firm | |
| <i>Item 11</i> | Access Hours | |
| (clauses 1.1, 5.2, 15.3(a)) | All hours permitted by law and subject to Authority approval | |
| <i>Item 12</i> | Occupation Date | |
| (clauses 1.1) | 8 August 2024 | |
| <i>Item 13</i> | Security Deposit | |
| (clauses 20) | Amount equal to \$37,500 being 3 months Rent | |
| <i>Item 14</i> | Guarantor | |
| (clauses 1.1, 5.6(a), 13.2(f), 15.8(c), 21) | Benjamin Lucas Horwood of 125 Links Avenue Concord, NSW 2137 Ross Di Cristo of 17 Kingston Avenue Concord, NSW 2137 | |
| <i>Item 15</i> | Option Term | |
| (clause 22) | Term: 5 years Commencing date: 6 August 2029 Terminating date: 5 August 2034 Review date and type of review: On the Commencing Date of the Option Term: Market Review Each anniversary of the Option Term: CPI | |
| <i>Item 16</i> | (a) Car Spaces 2 car spaces in the Building marked as '57' and highlighted in yellow in the Car Park Plan (e) Car Park Licence Fee \$1.00 per calendar month per car space (if demanded) | |

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The Lessee agrees with the Lessor that this Lease comprises the cover sheet, the Schedules, the provisions, and any annexures to any of those documents.

Schedule 2 Rules

- 1 Use of Premises and facilities
 - 1.1 The Lessee must not cover or obstruct any floors, skylights, glazed panels, ventilators and windows that reflect or let in light or air to passageways or any part of the Building or cover or obstruct any lights or any other means of lighting in the Building.
 - 1.2 The Lessee must not obstruct or interfere with any entrances or Common Areas.
 - 1.3 Despite doors to service ducts and cupboards being located within the Premises, the Lessee must not let furniture or equipment obstruct any ducts and cupboards and must allow the Lessor access to them.
 - 1.4 The Lessee must not use any method of cooling or heating the Premises other than as specified by the Lessor.
 - 1.5 Any air conditioning plant for the Building is to be operated during hours determined by the Lessor. However, the Lessee may arrange with the Lessor's managing agent for the air conditioning of the Premises outside those hours at the Lessee's cost.
 - 1.6 The Lessee must comply with the Lessor's reasonable requirements for its use of any part of the Building or Land for the receipt, delivery or other movement of goods, wares or merchandise or articles of bulk or quantity.
 - 1.7 The Lessee and persons under its control must not obstruct the footpaths, entrances, passages, arcades, halls, lifts, staircases, fire doors and escape doors in the Building and must use them only for entering or leaving the Premises.
 - 1.8 The apparatus for water supply or disposal in the Building and the Lessor's equipment in them must be used for the purpose for which they were constructed and no food or other foreign substances may be placed in them. The Lessee must pay the cost of making good any damage resulting to this apparatus or otherwise from misuse by the Lessee and persons under its control.
 - 1.9 The Lessee must use any passenger lifts only for carrying passengers and must not except with the Lessor's prior written consent or that of its building supervisor use them for carrying goods.
 - 1.10 The Lessee must not allow anything that overloads the floor, ceilings, walls or any other part of the structure of the Premises or otherwise endangers the Premises.
 - 1.11 Nothing is to be thrown by the Lessee and persons under its control out of windows or doors or from the roof or balconies or plazas or in any lift wells or passages or on any skylights or areas of the Building.
- 2 Additions to the Building
 - 2.1 No television or radio antenna is to be attached to any part of the Building and no equipment is to be used or operated in the Premises or in any part of the Building if it can be heard or seen from outside the Premises.
 - 2.2 No nails, screws or hooks may be driven into any parts of the Building without the Lessor's prior written consent nor may any explosive power driven method of fixing articles to ceilings, walls or floors be used.

3 Safety and security

- 3.1 The Lessor may close the Building due to riots, demonstrations or any other cause which in the Lessor's opinion endangers or may endanger the Building or any persons in it.
- 3.2 The Lessee must at its own cost and risk comply with any Authority's requirements for emergency and evacuation procedures for the Building, and must ensure that the Lessee's Employees and all persons under its control are fully aware of all safety and emergency procedures for the Building.
- 3.3 The Lessee must maintain a list of the Lessee's Employees to whom it has issued keys or other devices giving access to the Premises or Building and the status of each key, and must give the Lessor a copy of the current list at the Lessor's request.
- 3.4 On quitting the Premises for any reason, the Lessee must give to the Lessor or its managing agent all keys or other devices giving access to the Premises or Building, whether given by the Lessor or procured for the Lessee's own use.
- 3.5 The Lessee must give to the Lessor prompt written notice of any accident to or defect in any of the services connected to the Building.
- 3.6 The Lessee must not store or use any inflammable, explosive or dangerous substance on the Premises unless it is necessary for conducting the Permitted Use.
- 3.7 The Lessee must not allow anything to be done on the Premises or in the Building anything which in the Lessor's opinion may become a nuisance or cause of damage to the Lessor or to others, or use the Premises in any noisy, noxious or offensive manner.

4 Prohibited activities

- 4.1 The Lessee must not prepare or cook food other than in any areas which may be provided and approved by the Lessor for the purpose.
- 4.2 The Lessee must not permit smoking inside any part of the Building.
- 4.3 The Lessee must not:
- (a) conduct any sale or auction on the Premises unless such sale or auction is in accordance with the Permitted Use;
 - (b) use the Premises or the Common Areas or allow them to be used for any illegal or immoral purpose;
 - (c) allow anyone to sleep on the Premises;
 - (d) allow any animal, reptile, fish or bird on the Premises; or
 - (e) install on the Premises or any part of them machinery (other than office machines of a weight and in locations approved by the Lessor), boilers or engines of any kind (except as may be expressly authorised by this Lease or by written licence from the Lessor).

5 Signage

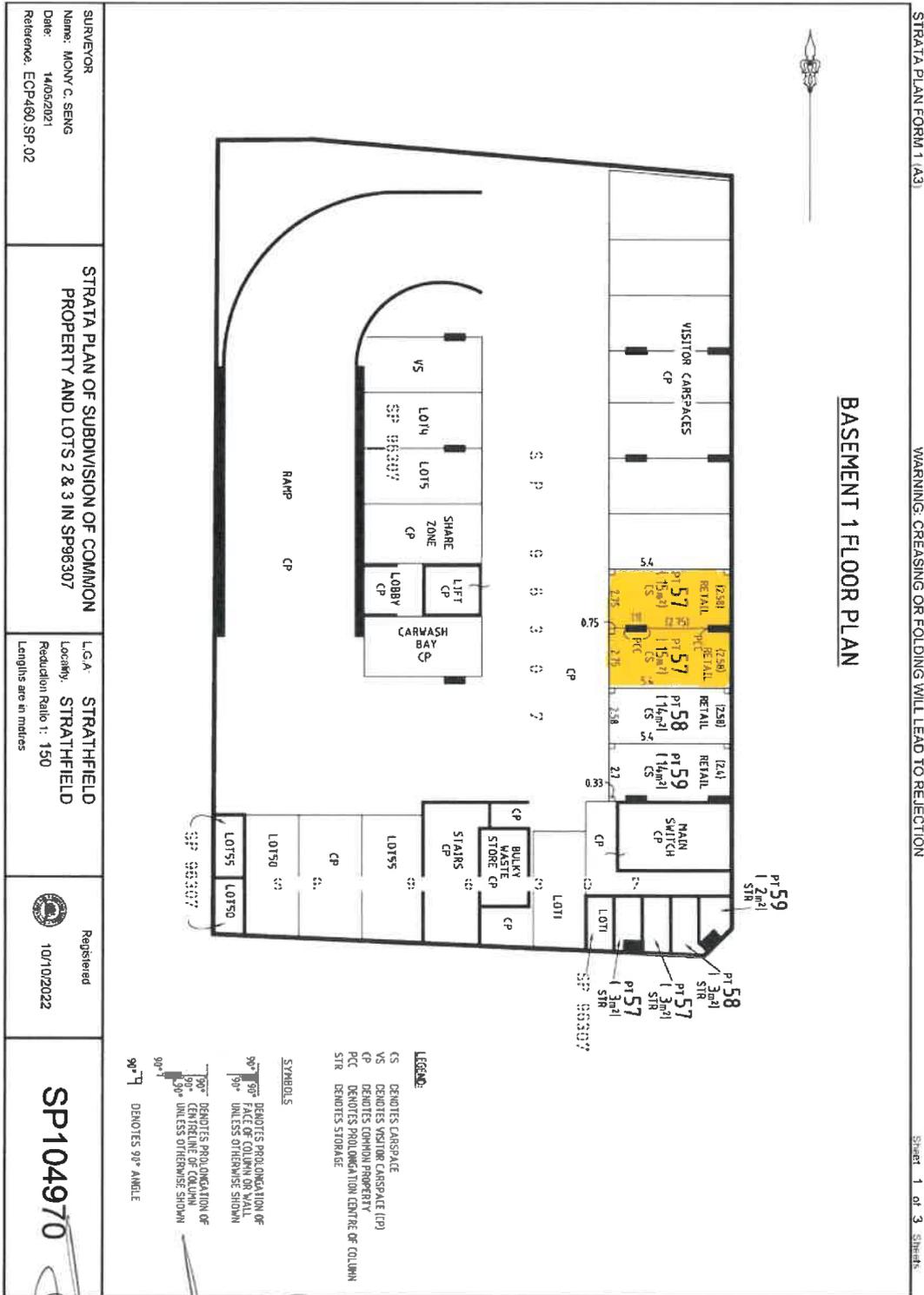
The Lessee must not exhibit, place or allow the attachment of any sign, advertisement, lettering, poster, notice or other advertisement on the Building or the Premises (whether internally or externally) other than with the prior written approval of the Lessor and any relevant consent authority and at the Lessee's expense. If the Lessee is in breach of this clause, the Lessor may enter and remove the offending item at the Lessee's cost.

DocuSign Envelope ID: 3101B2D3-855C-4F7A-9973-215C83FF4014

Sparke Helmore Lawyers

Schedule 3 Car Park Plan

Req:R606776 /Doc:SP 0104970 P /Rev:11-Oct-2022 /NSW LRS /Prt:17-Oct-2022 09:27 /Seq:1 of 9
 © Office of the Registrar-General /Src:InfoTrack /Ref:ALA009-00014



Signed by:

Joseph Alia

8B4CBD44978640E

4/9/2024 | 12:38:16 PM AEST

Alia

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Sparke Helmore Lawyers

Certified correct for the purpose of the *Real Property Act 1900*.

Executed as a deed

Executed by Hazj Pty Ltd ACN 165 876)
406 in accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)
)
)
)

Signed by:

.....8B4CBD44978640E.....

Signature of Sole Director and Sole
Secretary

Joseph Alha

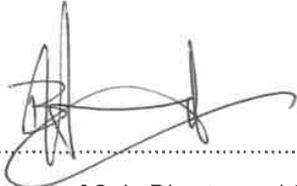
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Secretary

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Sparke Helmore Lawyers

Executed by Horwood Nolan Strathfield)
Sales Pty Ltd ACN 678 612 201 in)
accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)
)
)



Signature of Sole Director and Sole
Secretary

Benjamin L Horwood

Print name of Sole Director and Sole
Secretary

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Sparke Helmore Lawyers

Executed by DiCi Pty Ltd ACN 639 386)
842 in accordance with section 127 of the)
Corporations Act 2001 (Cth) by:)
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)
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Signature of Sole Director and Sole
Secretary



Print name of Sole Director and Sole
Secretary

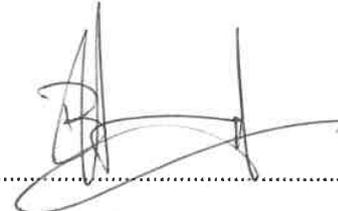
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Sparke Helmore Lawyers

Signed, sealed and delivered by)
Benjamin Lucas Horwood in the)
presence of:)



Signature of Witness



Signature of Benjamin Lucas Horwood

Belinda Zoccali

Print name of Witness

.....

119 Agincourt Road Marsfield

Address of Witness

DocuSign Envelope ID: 3101B2D3-855C-4F7A-9973-215C83FF4014

Sparke Helmore Lawyers

Signed, sealed and delivered by Ross)
Di Cristo in the presence of:)
)


.....

Signature of Witness


.....

Signature of Ross Di Cristo

Belinda Zoccali
.....

Print name of Witness

.....

119 Agincourt Road Marfield
.....

Address of Witness

InfoTrack Pty Ltd
135 King Street
NSW 2000

Issue Date : 10/02/2026
Receipt No. : 424617
Fee Paid : \$178.00

Address : Unit 1 23-25 Churchill Avenue STRATHFIELD NSW 2135
Description : Lot: 1 SP: 96307
Owner : HAZJ P/L

PLANNING CERTIFICATE

Issued under Section 10.7 (2) and (5) Environmental Planning & Assessment Act 1979

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

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

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

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

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

Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

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

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

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

Local Environmental Plans

Strathfield Local Environmental Plan 2012 gazetted 29 March 2013

State Environmental Planning Policies

The following State Environmental Planning Policies apply:

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

Development Control Plan

Strathfield Consolidated Development Control Plan 2005.

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

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

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

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

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

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

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

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

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

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

The Planning Proposal and associated documentation can be viewed here: [Strathfield Local Environmental Plan 2012 - Housekeeping Amendments 2024 | Planning Portal - Department of Planning and Environment](#)

Planning Proposal - Additional and Diverse Housing 2025 (PP-2025-355)

A Planning Proposal referred to as Additional and Diverse Housing was placed on public exhibition on 30 January 2026. The Planning Proposal incorporates amendments to Strathfield LEP 2012 to:

- Introduce dual occupancies, multi-dwelling housing, terraces and manor homes into the R2 Low Density Residential Zone,
- Introduce terraces and manor homes into the R3 Medium Density Residential Zone,
- Introduce new minimum lot size and floor space ratio development standards for these development types.

The Planning Proposal and associated documentation can be viewed here: <https://www.planningportal.nsw.gov.au/ppr/pre-exhibition/additional-and-diverse-housing-planning-proposal-implementation-medium-density-housing-strategy>

Amendment to Strathfield Consolidated Development Control Plan 2005

An amendment to **Part P – Heritage** of the Strathfield Consolidated Development Control Plan (DCP) 2005 was placed on exhibition on 22 October 2025. The amendments propose to:

- introduce site classifications (Contributory, Neutral and Intrusive) for each property in each of the Heritage Conservation Areas (HCA). These classifications provide a clear framework for understanding how individual properties contribute to the heritage significance of an HCA. The classifications are supported by DCP controls.
- update Statements of Significance for 15 HCAs. These statements have been updated to provide a clearer understanding of the heritage significance of the HCA.

More information can be found on Council's here: [Home | Have Your Say Strathfield](#)

Amendment to Strathfield Consolidated Development Control Plan 2005

An amendment to Strathfield Consolidated Development Control Plan 2005 was placed on public exhibition on 30 January 2026. The amended DCP is referred to as the General Residential Section and replaces the following sections of the existing 2005 DCP:

- Part A – Dwelling Houses and Ancillary Structures
- Part B – Dual Occupancies
- Part C – Multiple Unit Housing

More information can be found on Council's here:
<https://haveyoursay.strathfield.nsw.gov.au/>

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section—
- proposed environmental planning instrument** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

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

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

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

MU1-Mixed Use

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

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

Home occupations.

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

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

- iii. is prohibited,

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight

transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Water recreation structures; Water supply systems; Wholesale supplies.

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

There are no additional permitted uses applying to this land.

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

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

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

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

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

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

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

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

Item 3: Contributions plans

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

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

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

Exhibition of Draft Homebush TOD Section 7.12 Infrastructure Contributions Plan

Council is exhibiting a draft section 7.12 infrastructure contributions plan.

The draft Plan proposes the following levies for development:

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

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

Exhibition of Draft Section 7.12 Infrastructure Contributions Plan

Council is exhibiting a draft section 7.12 infrastructure contributions plan.

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

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

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

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

Item 4: Complying development

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

Housing Code

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

Rural Housing Code

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

Low Rise Housing Diversity Code

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

Pattern Book Development Code

Complying development under the Pattern Book Development Code may be carried out on the land

Greenfield Housing Code

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

Inland Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivision Code

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

Demolition Code

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

Fire Safety Code

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

Agritourism and Farm Stay Accommodation Code

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

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

NOTE:

Council does not have sufficient information to ascertain the extent of a land-based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed above, complying development may still be carried out providing the development is not on the

land affected by the exclusion and meets the requirements and standards of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Item 5: Exempt Development

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

Exempt development may be carried out on this land.

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

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

Item 6: Affected building notices and building product rectification orders

(1) Whether the Council is aware that -

(a) an affected building notice is in force in respect of the land, or

Council has not been made aware of any affected building notice in force in respect of the land.

(b) a building product rectification order is in force in respect of the land and has not been fully complied with, or

Council has not been made aware of any building product rectification order that is in force in respect of the land and has not been fully complied with.

(c) a notice of intention to make a building product rectification order given in relation to the land and is outstanding.

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

(2) In this section -

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

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

Item 7: Land reserved for acquisition

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

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

Item 8: Road widening and road realignment

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

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

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

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

- (b) Any environmental planning instrument; or

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

- (c) Any resolution of the Council

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

Item 9: Flood related development controls information

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

The land has been identified as potentially within a flood planning area. It should be noted that any development of the land or part of the land will be assessed on merit and as such site specific flood development controls may apply. Further details and a copy of the Flood Study are provided on the Strathfield Council website www.strathfield.nsw.gov.au. For more information contact Council's Drainage Section on 9748 9999.

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

Unknown.

- (3) In this section

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

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

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

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

Whether or not the land is affected by a policy:

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

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

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

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

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

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

Item 11: Bush fire prone land

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

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

Item 12: Loose-fill asbestos insulation

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

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

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

Item 13: Mine subsidence

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

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

Item 14: Paper subdivision information

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

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

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

There is no subdivision order applying to the land.

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

Item 15: Property vegetation plans

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

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

Item 16: Bio-banking stewardship sites

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

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

Note—

Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

Item 17: Biodiversity certified land

Whether or not the subject land is biodiversity certified land.

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the subject land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016. The accuracy of this statement may be reliant in part upon information

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

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

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

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

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

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

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

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

Council records as at the date of this certificate do not indicate that the owner (or any previous owner) of the subject land has consented in writing to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).

Item 20: Western Sydney Aerotropolis

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

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

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

Item 21: Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, 1, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind in reference to in the Policy, clause 88(2) that have been

imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

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

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

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

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

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

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

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

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

In this section—

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

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

Item 23: Water or sewerage services

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

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of

water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

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

Item 24: Special Entertainment Precincts

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

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

Item 25: Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by transport for NSW under that section.

Section 4.7A of State Environmental Planning Policy (Transport and Infrastructure) 2021 does not apply to the land.

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

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

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

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

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

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

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

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

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

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

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

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



George Andonoski
Planning & Operations Coordinator

Additional matters pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979

As requested by you, the following additional information is provided pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979.

Additional Information Pursuant to Section 10.7(5)

As requested by you, the following additional information is provided pursuant to Section 10.7(5) of the Act:

1. Adjacent to a heritage item

Not adjacent to a Heritage listed items.

2. Adjacent to heritage conservation area

Not adjacent to a Heritage-conservation area.

3. State Heritage Item

Subject land is not listed on the State Heritage Register.

4. Storm water Drain

The subject land is affected by Council stormwater drainage system.

5. Planning agreements

The land is not affected by a Planning Agreement.

6. High Pressure Pipelines

The land is not affected by a High Pressure Pipeline and is not within 200m of a High Pressure Pipeline.

7. Strathfield Council Studies, Policies and Plans

The following studies, policies or plans or draft studies, policies or plans (which have been placed on public exhibition) affect the land:

Information on the studies, policies or plans or draft studies, policies or plans is provided on the Strathfield Council website www.strathfield.nsw.gov.au

- Strathfield Development Control Plan – Parramatta Road Precinct (Draft May 2018)
- Parramatta Road Urban Corridor Transformation – Planning & Design Guidelines (November

2016)

- Parramatta Road Corridor Urban Design Study (February 2011)
- Strathfield Economic Land Use Study (June 2010)
- Strathfield Residential Land Use Study (November 2011)
- Parramatta Road Transport & Mobility Study (December 2014)

Note: Please note that Council provides this information in good faith. Council does not accept any liability in respect of such advice. The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this planning certificate.

8. This certificate does not contain information relating to the following types of notice: -

- (a) Notice in accordance with Schedule 5: Development Control Orders, Part 7 Section 15 (including a Notice to Issue an Order under Part 7 Section 8) or Contravention Notice relating to any matters under the Environmental Planning and Assessment Act 1979;
- (b) Any Order (including intention to issue an Order) under section 124 of the Local Government Act 1993.

Details of the above may be obtained by written application to the Council.

9. Homebush TOD Precinct - Development for Affordable Housing under the Housing SEPP

The in-fill affordable housing provisions (Part 2, Division 1) of the Housing SEPP do not apply to land within the Homebush Transport Oriented Development Precinct (Accelerated TOD Precinct).

10. Exhibition of Key Directions Report – Strathfield Town Centre Masterplan

Strathfield Council is continuing work on shaping the future of the Strathfield Town Centre through the development of a draft Masterplan. The draft **Strathfield Town Centre Master Plan Key Directions Report** is on exhibition until **Wednesday 16 July 2025**.

The Key Directions Report and other important information is available here: [Strathfield Town Centre Our Place Our Future | Have Your Say Strathfield](#)

For more information contact Council's Planning & Place Team on 9748 9999

Note: Potential purchasers of any property of land within the Strathfield LGA should do their due diligence ensuring that this dwelling is consistent with approved plans for the property and there have been no unauthorised building works carried out on the subject lot.

The above information has been taken from a search of Council's records but Council cannot accept responsibility for any omission or inaccuracy.



George Andonoski
Planning & Operations Coordinator

InfoTrack Pty Ltd
135 King Street
NSW 2000

Issue Date : 10/02/2026
Receipt No. : 424619
Fee Paid : \$178.00

Address : Unit 3 23-25 Churchill Avenue STRATHFIELD NSW 2135
Description : Lot: 58 SP: 104970
Owner : HAZJ P/L

PLANNING CERTIFICATE

Issued under Section 10.7 (2) and (5) Environmental Planning & Assessment Act 1979

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

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

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

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

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

Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

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

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

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

Local Environmental Plans

Strathfield Local Environmental Plan 2012 gazetted 29 March 2013

State Environmental Planning Policies

The following State Environmental Planning Policies apply:

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

Development Control Plan

Strathfield Consolidated Development Control Plan 2005.

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

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

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

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

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

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

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

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

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

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

The Planning Proposal and associated documentation can be viewed here: [Strathfield Local Environmental Plan 2012 - Housekeeping Amendments 2024 | Planning Portal - Department of Planning and Environment](#)

Planning Proposal - Additional and Diverse Housing 2025 (PP-2025-355)

A Planning Proposal referred to as Additional and Diverse Housing was placed on public exhibition on 30 January 2026. The Planning Proposal incorporates amendments to Strathfield LEP 2012 to:

- Introduce dual occupancies, multi-dwelling housing, terraces and manor homes into the R2 Low Density Residential Zone,
- Introduce terraces and manor homes into the R3 Medium Density Residential Zone,
- Introduce new minimum lot size and floor space ratio development standards for these development types.

The Planning Proposal and associated documentation can be viewed here: <https://www.planningportal.nsw.gov.au/ppr/pre-exhibition/additional-and-diverse-housing-planning-proposal-implementation-medium-density-housing-strategy>

Amendment to Strathfield Consolidated Development Control Plan 2005

An amendment to **Part P – Heritage** of the Strathfield Consolidated Development Control Plan (DCP) 2005 was placed on exhibition on 22 October 2025. The amendments propose to:

- introduce site classifications (Contributory, Neutral and Intrusive) for each property in each of the Heritage Conservation Areas (HCA). These classifications provide a clear framework for understanding how individual properties contribute to the heritage significance of an HCA. The classifications are supported by DCP controls.
- update Statements of Significance for 15 HCAs. These statements have been updated to provide a clearer understanding of the heritage significance of the HCA.

More information can be found on Council's here: [Home | Have Your Say Strathfield](#)

Amendment to Strathfield Consolidated Development Control Plan 2005

An amendment to Strathfield Consolidated Development Control Plan 2005 was placed on public exhibition on 30 January 2026. The amended DCP is referred to as the General Residential Section and replaces the following sections of the existing 2005 DCP:

- Part A – Dwelling Houses and Ancillary Structures
- Part B – Dual Occupancies
- Part C – Multiple Unit Housing

More information can be found on Council's here:
<https://haveyoursay.strathfield.nsw.gov.au/>

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section—
- proposed environmental planning instrument** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

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

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

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

MU1-Mixed Use

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

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

Home occupations.

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

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

- iii. is prohibited,

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight

transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Water recreation structures; Water supply systems; Wholesale supplies.

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

There are no additional permitted uses applying to this land.

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

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

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

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

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

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

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

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

Item 3: Contributions plans

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

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

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

Exhibition of Draft Homebush TOD Section 7.12 Infrastructure Contributions Plan

Council is exhibiting a draft section 7.12 infrastructure contributions plan.

The draft Plan proposes the following levies for development:

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

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

Exhibition of Draft Section 7.12 Infrastructure Contributions Plan

Council is exhibiting a draft section 7.12 infrastructure contributions plan.

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

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

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

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

Item 4: Complying development

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

Housing Code

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

Rural Housing Code

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

Low Rise Housing Diversity Code

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

Pattern Book Development Code

Complying development under the Pattern Book Development Code may be carried out on the land

Greenfield Housing Code

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

Inland Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivision Code

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

Demolition Code

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

Fire Safety Code

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

Agritourism and Farm Stay Accommodation Code

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

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

NOTE:

Council does not have sufficient information to ascertain the extent of a land-based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed above, complying development may still be carried out providing the development is not on the

land affected by the exclusion and meets the requirements and standards of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Item 5: Exempt Development

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

Exempt development may be carried out on this land.

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

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

Item 6: Affected building notices and building product rectification orders

(1) Whether the Council is aware that -

(a) an affected building notice is in force in respect of the land, or

Council has not been made aware of any affected building notice in force in respect of the land.

(b) a building product rectification order is in force in respect of the land and has not been fully complied with, or

Council has not been made aware of any building product rectification order that is in force in respect of the land and has not been fully complied with.

(c) a notice of intention to make a building product rectification order given in relation to the land and is outstanding.

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

(2) In this section -

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

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

Item 7: Land reserved for acquisition

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

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

Item 8: Road widening and road realignment

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

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

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

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

- (b) Any environmental planning instrument; or

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

- (c) Any resolution of the Council

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

Item 9: Flood related development controls information

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

The land has been identified as potentially within a flood planning area. It should be noted that any development of the land or part of the land will be assessed on merit and as such site specific flood development controls may apply. Further details and a copy of the Flood Study are provided on the Strathfield Council website www.strathfield.nsw.gov.au. For more information contact Council's Drainage Section on 9748 9999.

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

Unknown.

- (3) In this section

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

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

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

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

Whether or not the land is affected by a policy:

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

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

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

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

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

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

Item 11: Bush fire prone land

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

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

Item 12: Loose-fill asbestos insulation

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

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

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

Item 13: Mine subsidence

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

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

Item 14: Paper subdivision information

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

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

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

There is no subdivision order applying to the land.

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

Item 15: Property vegetation plans

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

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

Item 16: Bio-banking stewardship sites

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

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

Note—

Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

Item 17: Biodiversity certified land

Whether or not the subject land is biodiversity certified land.

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the subject land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016. The accuracy of this statement may be reliant in part upon information

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

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

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

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

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

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

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

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

Council records as at the date of this certificate do not indicate that the owner (or any previous owner) of the subject land has consented in writing to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).

Item 20: Western Sydney Aerotropolis

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

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

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

Item 21: Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, 1, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind in reference to in the Policy, clause 88(2) that have been

imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

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

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

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

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

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

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

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

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

In this section—

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

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

Item 23: Water or sewerage services

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

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of

water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

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

Item 24: Special Entertainment Precincts

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

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

Item 25: Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by transport for NSW under that section.

Section 4.7A of State Environmental Planning Policy (Transport and Infrastructure) 2021 does not apply to the land.

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

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

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

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

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

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

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

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

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

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

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

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



George Andonoski
Planning & Operations Coordinator

Additional matters pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979

As requested by you, the following additional information is provided pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979.

Additional Information Pursuant to Section 10.7(5)

As requested by you, the following additional information is provided pursuant to Section 10.7(5) of the Act:

1. Adjacent to a heritage item

Not adjacent to a Heritage listed items.

2. Adjacent to heritage conservation area

Not adjacent to a Heritage-conservation area.

3. State Heritage Item

Subject land is not listed on the State Heritage Register.

4. Storm water Drain

The subject land is affected by Council stormwater drainage system.

5. Planning agreements

The land is not affected by a Planning Agreement.

6. High Pressure Pipelines

The land is not affected by a High Pressure Pipeline and is not within 200m of a High Pressure Pipeline.

7. Strathfield Council Studies, Policies and Plans

The following studies, policies or plans or draft studies, policies or plans (which have been placed on public exhibition) affect the land:

Information on the studies, policies or plans or draft studies, policies or plans is provided on the Strathfield Council website www.strathfield.nsw.gov.au

- Strathfield Development Control Plan – Parramatta Road Precinct (Draft May 2018)
- Parramatta Road Urban Corridor Transformation – Planning & Design Guidelines (November

2016)

- Parramatta Road Corridor Urban Design Study (February 2011)
- Strathfield Economic Land Use Study (June 2010)
- Strathfield Residential Land Use Study (November 2011)
- Parramatta Road Transport & Mobility Study (December 2014)

Note: Please note that Council provides this information in good faith. Council does not accept any liability in respect of such advice. The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this planning certificate.

8. This certificate does not contain information relating to the following types of notice: -

- (a) Notice in accordance with Schedule 5: Development Control Orders, Part 7 Section 15 (including a Notice to Issue an Order under Part 7 Section 8) or Contravention Notice relating to any matters under the Environmental Planning and Assessment Act 1979;
- (b) Any Order (including intention to issue an Order) under section 124 of the Local Government Act 1993.

Details of the above may be obtained by written application to the Council.

9. Homebush TOD Precinct - Development for Affordable Housing under the Housing SEPP

The in-fill affordable housing provisions (Part 2, Division 1) of the Housing SEPP do not apply to land within the Homebush Transport Oriented Development Precinct (Accelerated TOD Precinct).

10. Exhibition of Key Directions Report – Strathfield Town Centre Masterplan

Strathfield Council is continuing work on shaping the future of the Strathfield Town Centre through the development of a draft Masterplan. The draft **Strathfield Town Centre Master Plan Key Directions Report** is on exhibition until **Wednesday 16 July 2025**.

The Key Directions Report and other important information is available here: [Strathfield Town Centre Our Place Our Future | Have Your Say Strathfield](#)

For more information contact Council's Planning & Place Team on 9748 9999

Note: Potential purchasers of any property of land within the Strathfield LGA should do their due diligence ensuring that this dwelling is consistent with approved plans for the property and there have been no unauthorised building works carried out on the subject lot.

The above information has been taken from a search of Council's records but Council cannot accept responsibility for any omission or inaccuracy.



George Andonoski
Planning & Operations Coordinator

InfoTrack Pty Ltd
135 King Street
NSW 2000

Issue Date : 10/02/2026
Receipt No. : 424619
Fee Paid : \$178.00

Address : Unit 3 23-25 Churchill Avenue STRATHFIELD NSW 2135
Description : Lot: 58 SP: 104970
Owner : HAZJ P/L

PLANNING CERTIFICATE

Issued under Section 10.7 (2) and (5) Environmental Planning & Assessment Act 1979

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

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

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

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

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

Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

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

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

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

Local Environmental Plans

Strathfield Local Environmental Plan 2012 gazetted 29 March 2013

State Environmental Planning Policies

The following State Environmental Planning Policies apply:

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

Development Control Plan

Strathfield Consolidated Development Control Plan 2005.

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

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

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

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

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

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

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

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

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

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

The Planning Proposal and associated documentation can be viewed here: [Strathfield Local Environmental Plan 2012 - Housekeeping Amendments 2024 | Planning Portal - Department of Planning and Environment](#)

Planning Proposal - Additional and Diverse Housing 2025 (PP-2025-355)

A Planning Proposal referred to as Additional and Diverse Housing was placed on public exhibition on 30 January 2026. The Planning Proposal incorporates amendments to Strathfield LEP 2012 to:

- Introduce dual occupancies, multi-dwelling housing, terraces and manor homes into the R2 Low Density Residential Zone,
- Introduce terraces and manor homes into the R3 Medium Density Residential Zone,
- Introduce new minimum lot size and floor space ratio development standards for these development types.

The Planning Proposal and associated documentation can be viewed here: <https://www.planningportal.nsw.gov.au/ppr/pre-exhibition/additional-and-diverse-housing-planning-proposal-implementation-medium-density-housing-strategy>

Amendment to Strathfield Consolidated Development Control Plan 2005

An amendment to **Part P – Heritage** of the Strathfield Consolidated Development Control Plan (DCP) 2005 was placed on exhibition on 22 October 2025. The amendments propose to:

- introduce site classifications (Contributory, Neutral and Intrusive) for each property in each of the Heritage Conservation Areas (HCA). These classifications provide a clear framework for understanding how individual properties contribute to the heritage significance of an HCA. The classifications are supported by DCP controls.
- update Statements of Significance for 15 HCAs. These statements have been updated to provide a clearer understanding of the heritage significance of the HCA.

More information can be found on Council's here: [Home | Have Your Say Strathfield](#)

Amendment to Strathfield Consolidated Development Control Plan 2005

An amendment to Strathfield Consolidated Development Control Plan 2005 was placed on public exhibition on 30 January 2026. The amended DCP is referred to as the General Residential Section and replaces the following sections of the existing 2005 DCP:

- Part A – Dwelling Houses and Ancillary Structures
- Part B – Dual Occupancies
- Part C – Multiple Unit Housing

More information can be found on Council's here:
<https://haveyoursay.strathfield.nsw.gov.au/>

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section—
- proposed environmental planning instrument** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

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

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

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

MU1-Mixed Use

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

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

Home occupations.

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

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

- iii. is prohibited,

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight

transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Water recreation structures; Water supply systems; Wholesale supplies.

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

There are no additional permitted uses applying to this land.

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

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

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

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

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

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

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

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

Item 3: Contributions plans

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

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

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

Exhibition of Draft Homebush TOD Section 7.12 Infrastructure Contributions Plan

Council is exhibiting a draft section 7.12 infrastructure contributions plan.

The draft Plan proposes the following levies for development:

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

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

Exhibition of Draft Section 7.12 Infrastructure Contributions Plan

Council is exhibiting a draft section 7.12 infrastructure contributions plan.

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

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

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

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

Item 4: Complying development

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

Housing Code

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

Rural Housing Code

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

Low Rise Housing Diversity Code

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

Pattern Book Development Code

Complying development under the Pattern Book Development Code may be carried out on the land

Greenfield Housing Code

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

Inland Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivision Code

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

Demolition Code

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

Fire Safety Code

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

Agritourism and Farm Stay Accommodation Code

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

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

NOTE:

Council does not have sufficient information to ascertain the extent of a land-based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed above, complying development may still be carried out providing the development is not on the

land affected by the exclusion and meets the requirements and standards of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Item 5: Exempt Development

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

Exempt development may be carried out on this land.

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

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

Item 6: Affected building notices and building product rectification orders

(1) Whether the Council is aware that -

(a) an affected building notice is in force in respect of the land, or

Council has not been made aware of any affected building notice in force in respect of the land.

(b) a building product rectification order is in force in respect of the land and has not been fully complied with, or

Council has not been made aware of any building product rectification order that is in force in respect of the land and has not been fully complied with.

(c) a notice of intention to make a building product rectification order given in relation to the land and is outstanding.

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

(2) In this section -

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

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

Item 7: Land reserved for acquisition

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

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

Item 8: Road widening and road realignment

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

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

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

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

- (b) Any environmental planning instrument; or

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

- (c) Any resolution of the Council

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

Item 9: Flood related development controls information

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

The land has been identified as potentially within a flood planning area. It should be noted that any development of the land or part of the land will be assessed on merit and as such site specific flood development controls may apply. Further details and a copy of the Flood Study are provided on the Strathfield Council website www.strathfield.nsw.gov.au. For more information contact Council's Drainage Section on 9748 9999.

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

Unknown.

- (3) In this section

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

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

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

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

Whether or not the land is affected by a policy:

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

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

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

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

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

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

Item 11: Bush fire prone land

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

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

Item 12: Loose-fill asbestos insulation

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

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

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

Item 13: Mine subsidence

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

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

Item 14: Paper subdivision information

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

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

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

There is no subdivision order applying to the land.

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

Item 15: Property vegetation plans

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

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

Item 16: Bio-banking stewardship sites

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

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

Note—

Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

Item 17: Biodiversity certified land

Whether or not the subject land is biodiversity certified land.

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the subject land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016. The accuracy of this statement may be reliant in part upon information

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

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

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

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

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

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

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

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

Council records as at the date of this certificate do not indicate that the owner (or any previous owner) of the subject land has consented in writing to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).

Item 20: Western Sydney Aerotropolis

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

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

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

Item 21: Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, 1, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind in reference to in the Policy, clause 88(2) that have been

imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

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

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

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

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

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

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

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

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

In this section—

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

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

Item 23: Water or sewerage services

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

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of

water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

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

Item 24: Special Entertainment Precincts

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

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

Item 25: Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by transport for NSW under that section.

Section 4.7A of State Environmental Planning Policy (Transport and Infrastructure) 2021 does not apply to the land.

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

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

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

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

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

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

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

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

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

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

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

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



George Andonoski
Planning & Operations Coordinator

Additional matters pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979

As requested by you, the following additional information is provided pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979.

Additional Information Pursuant to Section 10.7(5)

As requested by you, the following additional information is provided pursuant to Section 10.7(5) of the Act:

1. Adjacent to a heritage item

Not adjacent to a Heritage listed items.

2. Adjacent to heritage conservation area

Not adjacent to a Heritage-conservation area.

3. State Heritage Item

Subject land is not listed on the State Heritage Register.

4. Storm water Drain

The subject land is affected by Council stormwater drainage system.

5. Planning agreements

The land is not affected by a Planning Agreement.

6. High Pressure Pipelines

The land is not affected by a High Pressure Pipeline and is not within 200m of a High Pressure Pipeline.

7. Strathfield Council Studies, Policies and Plans

The following studies, policies or plans or draft studies, policies or plans (which have been placed on public exhibition) affect the land:

Information on the studies, policies or plans or draft studies, policies or plans is provided on the Strathfield Council website www.strathfield.nsw.gov.au

- Strathfield Development Control Plan – Parramatta Road Precinct (Draft May 2018)
- Parramatta Road Urban Corridor Transformation – Planning & Design Guidelines (November

2016)

- Parramatta Road Corridor Urban Design Study (February 2011)
- Strathfield Economic Land Use Study (June 2010)
- Strathfield Residential Land Use Study (November 2011)
- Parramatta Road Transport & Mobility Study (December 2014)

Note: Please note that Council provides this information in good faith. Council does not accept any liability in respect of such advice. The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this planning certificate.

8. This certificate does not contain information relating to the following types of notice: -

- (a) Notice in accordance with Schedule 5: Development Control Orders, Part 7 Section 15 (including a Notice to Issue an Order under Part 7 Section 8) or Contravention Notice relating to any matters under the Environmental Planning and Assessment Act 1979;
- (b) Any Order (including intention to issue an Order) under section 124 of the Local Government Act 1993.

Details of the above may be obtained by written application to the Council.

9. Homebush TOD Precinct - Development for Affordable Housing under the Housing SEPP

The in-fill affordable housing provisions (Part 2, Division 1) of the Housing SEPP do not apply to land within the Homebush Transport Oriented Development Precinct (Accelerated TOD Precinct).

10. Exhibition of Key Directions Report – Strathfield Town Centre Masterplan

Strathfield Council is continuing work on shaping the future of the Strathfield Town Centre through the development of a draft Masterplan. The draft **Strathfield Town Centre Master Plan Key Directions Report** is on exhibition until **Wednesday 16 July 2025**.

The Key Directions Report and other important information is available here: [Strathfield Town Centre Our Place Our Future | Have Your Say Strathfield](#)

For more information contact Council's Planning & Place Team on 9748 9999

Note: Potential purchasers of any property of land within the Strathfield LGA should do their due diligence ensuring that this dwelling is consistent with approved plans for the property and there have been no unauthorised building works carried out on the subject lot.

The above information has been taken from a search of Council's records but Council cannot accept responsibility for any omission or inaccuracy.



George Andonoski
Planning & Operations Coordinator

InfoTrack Pty Ltd
135 King Street
NSW 2000

Issue Date : 10/02/2026
Receipt No. : 424618
Fee Paid : \$178.00

Address : Unit 2 23-25 Churchill Avenue STRATHFIELD NSW 2135
Description : Lot: 59 SP: 104970
Owner : HAZJ P/L

PLANNING CERTIFICATE

Issued under Section 10.7 (2) and (5) Environmental Planning & Assessment Act 1979

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

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

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

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

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

Where the street address comprises more than one lot in one or more deposited plans or strata plans, separate planning certificates can be obtained upon application for the other lots. Those certificates may contain different information than is contained in this certificate.

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

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

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

Local Environmental Plans

Strathfield Local Environmental Plan 2012 gazetted 29 March 2013

State Environmental Planning Policies

The following State Environmental Planning Policies apply:

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts-Eastern Harbour City) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

Development Control Plan

Strathfield Consolidated Development Control Plan 2005.

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

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

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

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

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

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

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

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

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

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

The Planning Proposal and associated documentation can be viewed here: [Strathfield Local Environmental Plan 2012 - Housekeeping Amendments 2024 | Planning Portal - Department of Planning and Environment](#)

Planning Proposal - Additional and Diverse Housing 2025 (PP-2025-355)

A Planning Proposal referred to as Additional and Diverse Housing was placed on public exhibition on 30 January 2026. The Planning Proposal incorporates amendments to Strathfield LEP 2012 to:

- Introduce dual occupancies, multi-dwelling housing, terraces and manor homes into the R2 Low Density Residential Zone,
- Introduce terraces and manor homes into the R3 Medium Density Residential Zone,
- Introduce new minimum lot size and floor space ratio development standards for these development types.

The Planning Proposal and associated documentation can be viewed here: <https://www.planningportal.nsw.gov.au/ppr/pre-exhibition/additional-and-diverse-housing-planning-proposal-implementation-medium-density-housing-strategy>

Amendment to Strathfield Consolidated Development Control Plan 2005

An amendment to **Part P – Heritage** of the Strathfield Consolidated Development Control Plan (DCP) 2005 was placed on exhibition on 22 October 2025. The amendments propose to:

- introduce site classifications (Contributory, Neutral and Intrusive) for each property in each of the Heritage Conservation Areas (HCA). These classifications provide a clear framework for understanding how individual properties contribute to the heritage significance of an HCA. The classifications are supported by DCP controls.
- update Statements of Significance for 15 HCAs. These statements have been updated to provide a clearer understanding of the heritage significance of the HCA.

More information can be found on Council's here: [Home | Have Your Say Strathfield](#)

Amendment to Strathfield Consolidated Development Control Plan 2005

An amendment to Strathfield Consolidated Development Control Plan 2005 was placed on public exhibition on 30 January 2026. The amended DCP is referred to as the General Residential Section and replaces the following sections of the existing 2005 DCP:

- Part A – Dwelling Houses and Ancillary Structures
- Part B – Dual Occupancies
- Part C – Multiple Unit Housing

More information can be found on Council's here:
<https://haveyoursay.strathfield.nsw.gov.au/>

- (3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
- (a) it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - (b) for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.
- (4) In this section—
- proposed environmental planning instrument** means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

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

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

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

MU1-Mixed Use

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

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

Home occupations.

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

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

- iii. is prohibited,

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight

transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Water recreation structures; Water supply systems; Wholesale supplies.

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

There are no additional permitted uses applying to this land.

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

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

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

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

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

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

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

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

Item 3: Contributions plans

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

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

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

Exhibition of Draft Homebush TOD Section 7.12 Infrastructure Contributions Plan

Council is exhibiting a draft section 7.12 infrastructure contributions plan.

The draft Plan proposes the following levies for development:

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

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

Exhibition of Draft Section 7.12 Infrastructure Contributions Plan

Council is exhibiting a draft section 7.12 infrastructure contributions plan.

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

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

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

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

Item 4: Complying development

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

Housing Code

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

Rural Housing Code

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

Low Rise Housing Diversity Code

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

Pattern Book Development Code

Complying development under the Pattern Book Development Code may be carried out on the land

Greenfield Housing Code

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

Inland Housing Code

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

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business Buildings Code

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

Container Recycling Facilities Code

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

Subdivision Code

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

Demolition Code

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

Fire Safety Code

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

Agritourism and Farm Stay Accommodation Code

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

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

NOTE:

Council does not have sufficient information to ascertain the extent of a land-based exclusion on a property. Despite any statement preventing the carrying out of complying development in the Codes listed above, complying development may still be carried out providing the development is not on the

land affected by the exclusion and meets the requirements and standards of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Item 5: Exempt Development

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

Exempt development may be carried out on this land.

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

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

Item 6: Affected building notices and building product rectification orders

(1) Whether the Council is aware that -

(a) an affected building notice is in force in respect of the land, or

Council has not been made aware of any affected building notice in force in respect of the land.

(b) a building product rectification order is in force in respect of the land and has not been fully complied with, or

Council has not been made aware of any building product rectification order that is in force in respect of the land and has not been fully complied with.

(c) a notice of intention to make a building product rectification order given in relation to the land and is outstanding.

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

(2) In this section -

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

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

Item 7: Land reserved for acquisition

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

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

Item 8: Road widening and road realignment

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

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

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

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

- (b) Any environmental planning instrument; or

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

- (c) Any resolution of the Council

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

Item 9: Flood related development controls information

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

The land has been identified as potentially within a flood planning area. It should be noted that any development of the land or part of the land will be assessed on merit and as such site specific flood development controls may apply. Further details and a copy of the Flood Study are provided on the Strathfield Council website www.strathfield.nsw.gov.au. For more information contact Council's Drainage Section on 9748 9999.

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

Unknown.

- (3) In this section

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

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

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

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

Whether or not the land is affected by a policy:

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

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

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

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

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

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

Item 11: Bush fire prone land

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

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

Item 12: Loose-fill asbestos insulation

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

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

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

Item 13: Mine subsidence

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

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

Item 14: Paper subdivision information

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

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

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

There is no subdivision order applying to the land.

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

Item 15: Property vegetation plans

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

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

Item 16: Bio-banking stewardship sites

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

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

Note—

Biodiversity stewardship agreements include biobanking agreements under the [Threatened Species Conservation Act 1995](#), Part 7A that are taken to be biodiversity stewardship agreements under the [Biodiversity Conservation Act 2016](#), Part 5.

Item 17: Biodiversity certified land

Whether or not the subject land is biodiversity certified land.

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the subject land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016. The accuracy of this statement may be reliant in part upon information

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

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

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

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

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

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

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

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

Council records as at the date of this certificate do not indicate that the owner (or any previous owner) of the subject land has consented in writing to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).

Item 20: Western Sydney Aerotropolis

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

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

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

Item 21: Conditions for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, 1, Chapter 3, Part 5 applies to the land, a statement setting out terms of a kind in reference to in the Policy, clause 88(2) that have been

imposed as a condition of development consent granted after 11 October 2007 in relation to the land.

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

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

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

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

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

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

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

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

In this section—

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

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

Item 23: Water or sewerage services

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

Note—

A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of

water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.

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

Item 24: Special Entertainment Precincts

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

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

Item 25: Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by transport for NSW under that section.

Section 4.7A of State Environmental Planning Policy (Transport and Infrastructure) 2021 does not apply to the land.

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

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

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

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

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

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

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

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

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

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

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

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



George Andonoski
Planning & Operations Coordinator

Additional matters pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979

As requested by you, the following additional information is provided pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act 1979.

Additional Information Pursuant to Section 10.7(5)

As requested by you, the following additional information is provided pursuant to Section 10.7(5) of the Act:

1. Adjacent to a heritage item

Not adjacent to a Heritage listed items.

2. Adjacent to heritage conservation area

Not adjacent to a Heritage-conservation area.

3. State Heritage Item

Subject land is not listed on the State Heritage Register.

4. Storm water Drain

The subject land is affected by Council stormwater drainage system.

5. Planning agreements

The land is not affected by a Planning Agreement.

6. High Pressure Pipelines

The land is not affected by a High Pressure Pipeline and is not within 200m of a High Pressure Pipeline.

7. Strathfield Council Studies, Policies and Plans

The following studies, policies or plans or draft studies, policies or plans (which have been placed on public exhibition) affect the land:

Information on the studies, policies or plans or draft studies, policies or plans is provided on the Strathfield Council website www.strathfield.nsw.gov.au

- Strathfield Development Control Plan – Parramatta Road Precinct (Draft May 2018)
- Parramatta Road Urban Corridor Transformation – Planning & Design Guidelines (November

2016)

- Parramatta Road Corridor Urban Design Study (February 2011)
- Strathfield Economic Land Use Study (June 2010)
- Strathfield Residential Land Use Study (November 2011)
- Parramatta Road Transport & Mobility Study (December 2014)

Note: Please note that Council provides this information in good faith. Council does not accept any liability in respect of such advice. The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this planning certificate.

8. This certificate does not contain information relating to the following types of notice: -

- (a) Notice in accordance with Schedule 5: Development Control Orders, Part 7 Section 15 (including a Notice to Issue an Order under Part 7 Section 8) or Contravention Notice relating to any matters under the Environmental Planning and Assessment Act 1979;
- (b) Any Order (including intention to issue an Order) under section 124 of the Local Government Act 1993.

Details of the above may be obtained by written application to the Council.

9. Homebush TOD Precinct - Development for Affordable Housing under the Housing SEPP

The in-fill affordable housing provisions (Part 2, Division 1) of the Housing SEPP do not apply to land within the Homebush Transport Oriented Development Precinct (Accelerated TOD Precinct).

10. Exhibition of Key Directions Report – Strathfield Town Centre Masterplan

Strathfield Council is continuing work on shaping the future of the Strathfield Town Centre through the development of a draft Masterplan. The draft **Strathfield Town Centre Master Plan Key Directions Report** is on exhibition until **Wednesday 16 July 2025**.

The Key Directions Report and other important information is available here: [Strathfield Town Centre Our Place Our Future | Have Your Say Strathfield](#)

For more information contact Council's Planning & Place Team on 9748 9999

Note: Potential purchasers of any property of land within the Strathfield LGA should do their due diligence ensuring that this dwelling is consistent with approved plans for the property and there have been no unauthorised building works carried out on the subject lot.

The above information has been taken from a search of Council's records but Council cannot accept responsibility for any omission or inaccuracy.



George Andonoski
Planning & Operations Coordinator

Sewer Service Diagram

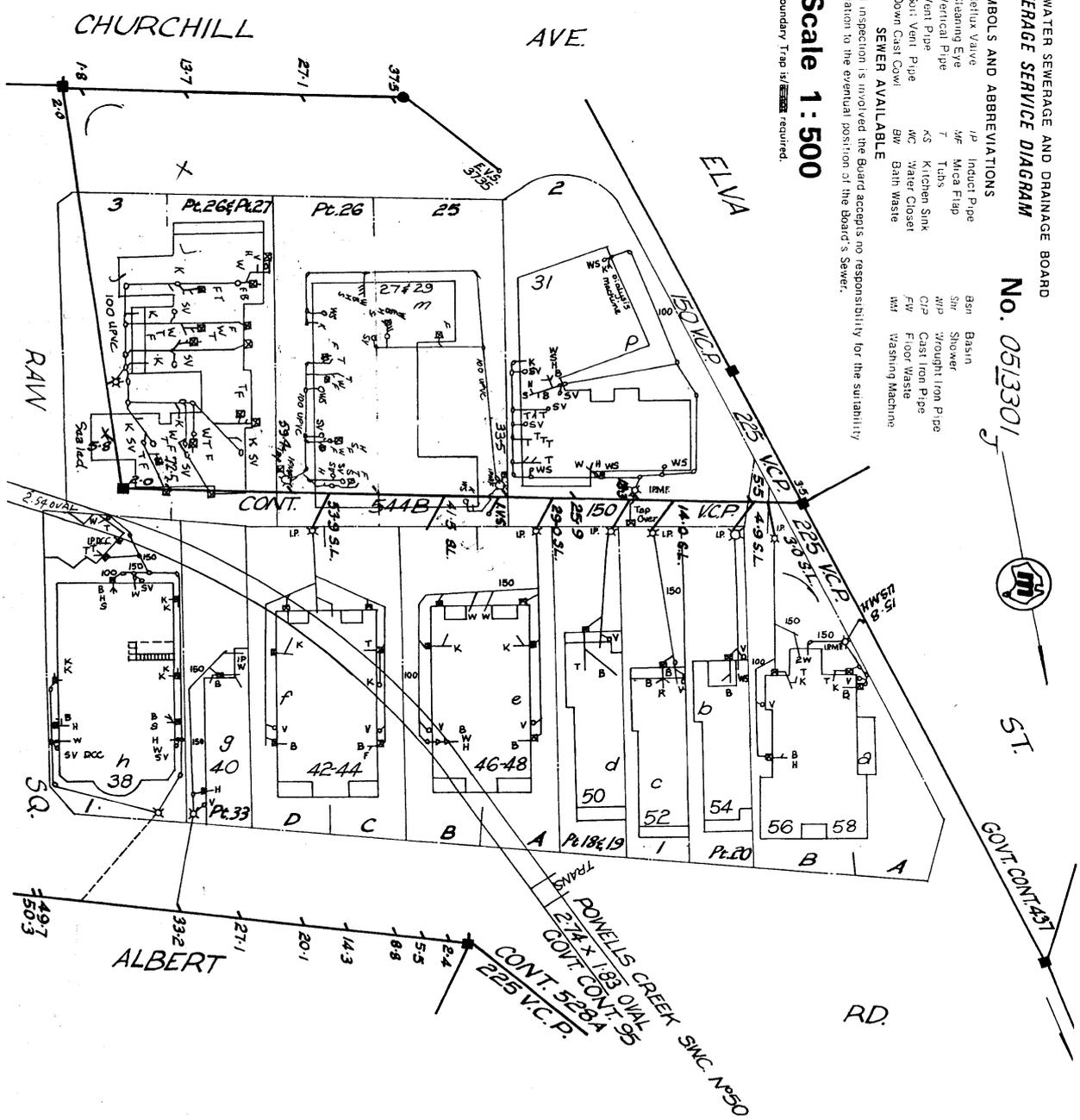
Application Number: 8005001638

Municipality of Strathfield
 METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
 SEWERAGE SERVICE DIAGRAM

No. 0513301

- SYMBOLS AND ABBREVIATIONS**
- Boundary Trap
 - ⊕ Inspection Shaft
 - P.T.
 - ▣ Grease Interceptor
 - ▢ Sully
 - ⊖ P-Trap
 - ⊠ Reflux Valve
 - ⊡ Chaining Eye
 - ⊣ OVERT
 - ⊤ Vertical Pipe
 - ⊥ Vent Pipe
 - ⊦ Soil Vent Pipe
 - ⊧ Down Cast Cowl
 - ⊨ Induct Pipe
 - ⊩ Mica Flap
 - ⊪ Tabs
 - ⊫ Kitchen Sink
 - ⊬ Water Closet
 - ⊭ Bath Waste
 - ⊮ Basin
 - ⊯ Shower
 - ⊰ Wrought Iron Pipe
 - ⊱ Cast Iron Pipe
 - ⊲ Floor Waste
 - ⊳ Washing Machine
- 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.

Scale 1 : 500
 Boundary Trap is required.



Sewer Service Diagram

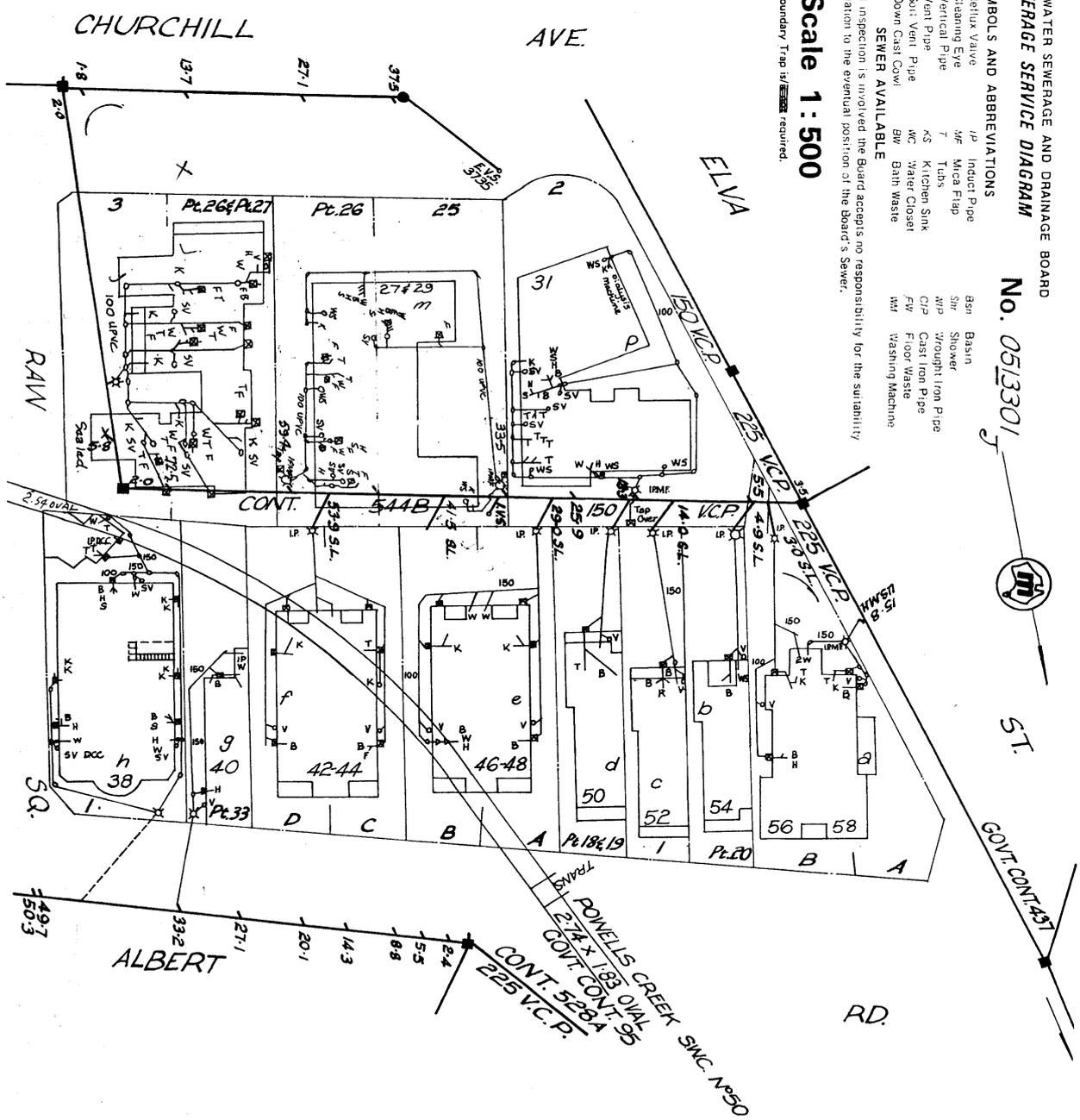
Application Number: 8005001781

Municipality of Strathfield
METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM

No. 0513301

- SYMBOLS AND ABBREVIATIONS**
- Boundary Trap
 - ⊕ Inspection Shaft
 - P.T.
 - ▣ Grease Interceptor
 - ▢ Sully
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 - ⊭ Bath Waste
 - ⊮ Basin
 - ⊯ Shower
 - ⊰ Wrought Iron Pipe
 - ⊱ Cast Iron Pipe
 - ⊲ Floor Waste
 - ⊳ Washing Machine
- 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.

Scale 1 : 500
Boundary Trap is required.



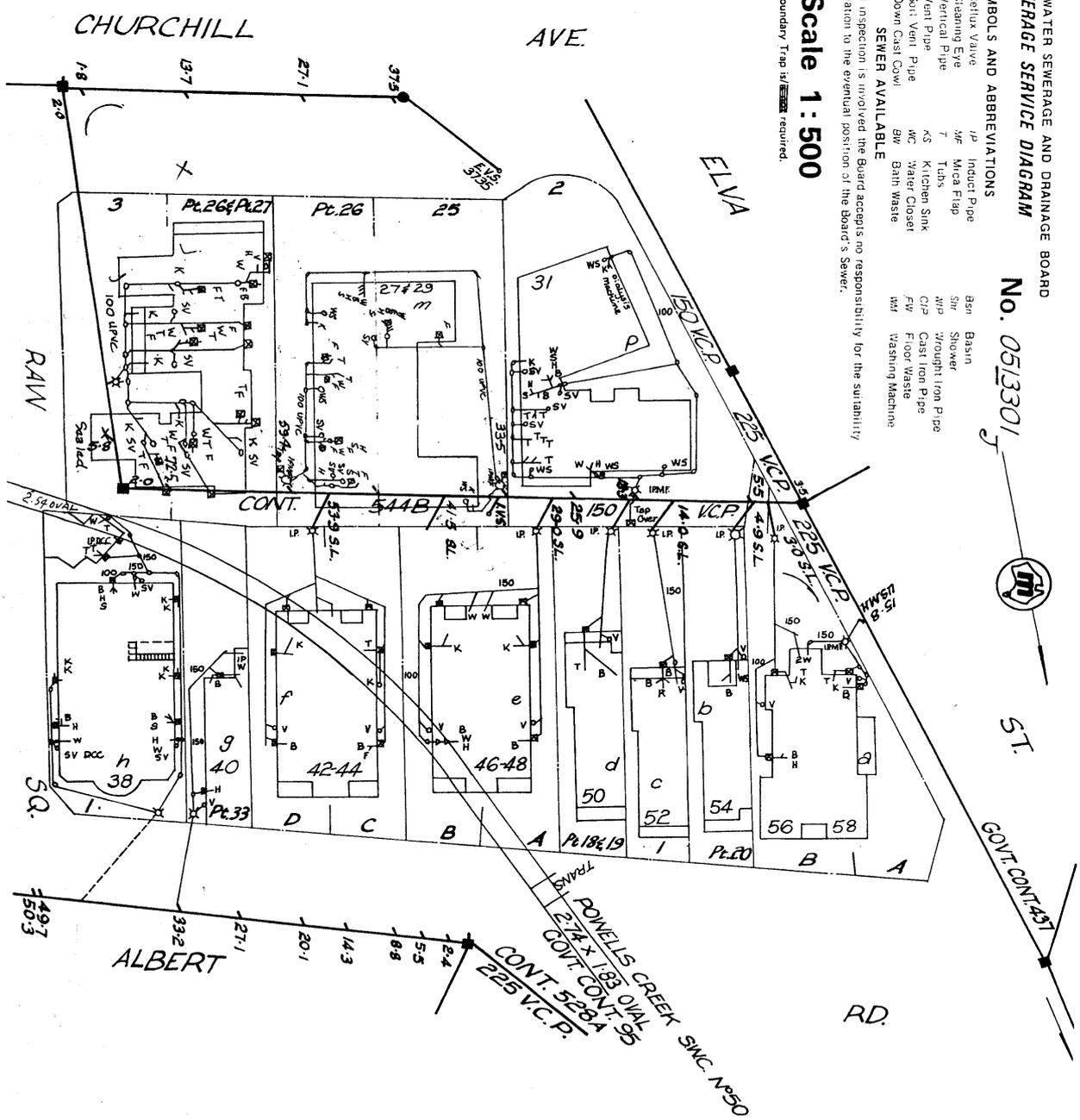
Sewer Service Diagram

Application Number: 8005001777

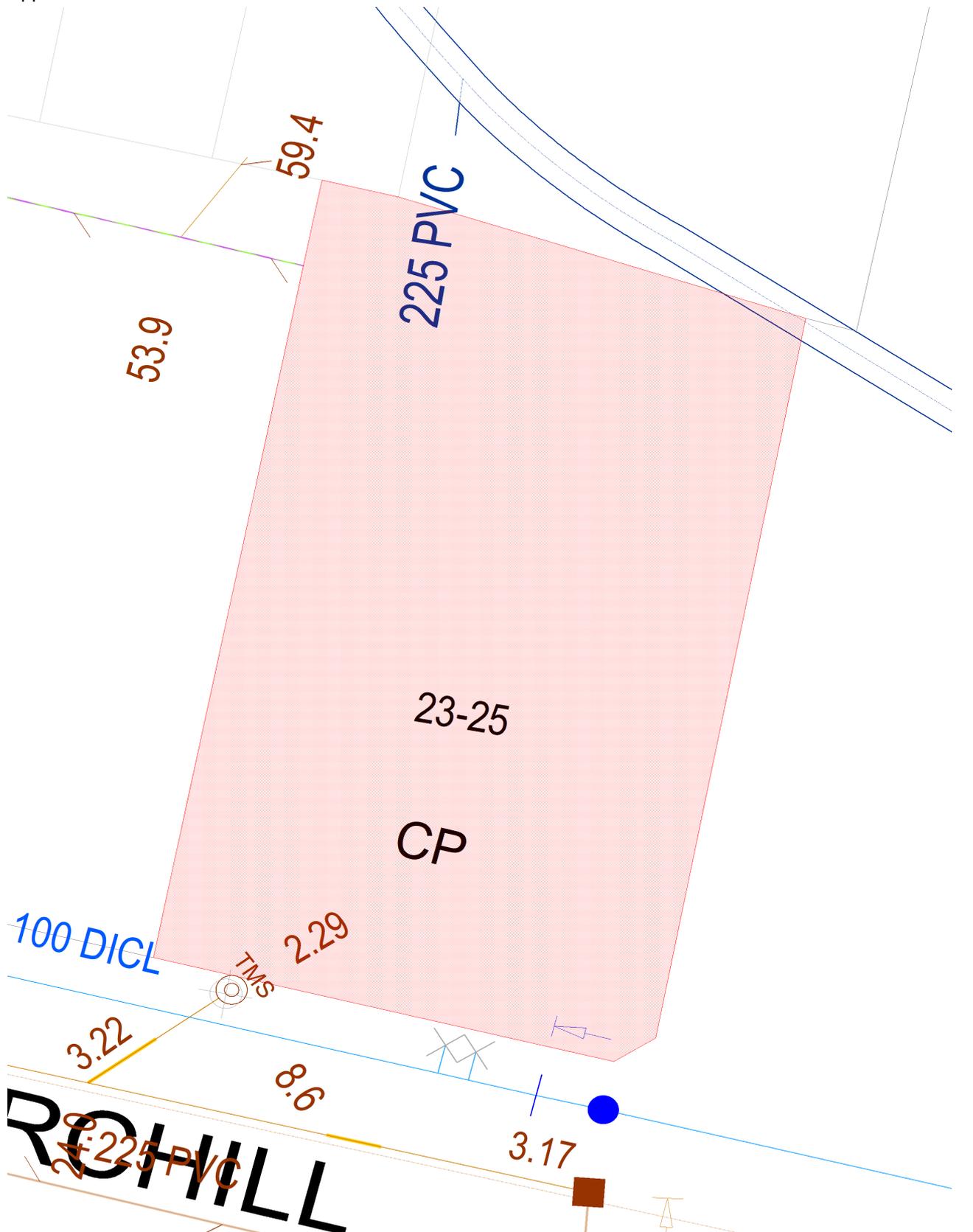
METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
Municipality of Strathfield
No. 0513301

- SYMBOLS AND ABBREVIATIONS**
- Boundary Trap
 - ⊕ Inspection Shaft
 - Pit
 - ▣ Grease Interceptor
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 - ↔ Reflux Valve
 - ↔ Channing Eye
 - ↔ OVERT
 - ↔ VERT
 - ↔ Venti Pipe
 - ↔ Venti Pipe
 - ↔ Down Cast Cow
 - ↔ Induct Pipe
 - ↔ Mica Flap
 - ↔ Tubs
 - ↔ Kitchen Sink
 - ↔ Water Closet
 - ↔ Bath Waste
 - ↔ Basin
 - ↔ Shower
 - ↔ Wrought Iron Pipe
 - ↔ Cast Iron Pipe
 - ↔ Floor Waste
 - ↔ Washing Machine
- 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.

Scale 1 : 500
Boundary Trap is required.



Service Location Print
Application Number: 8005001639



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Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

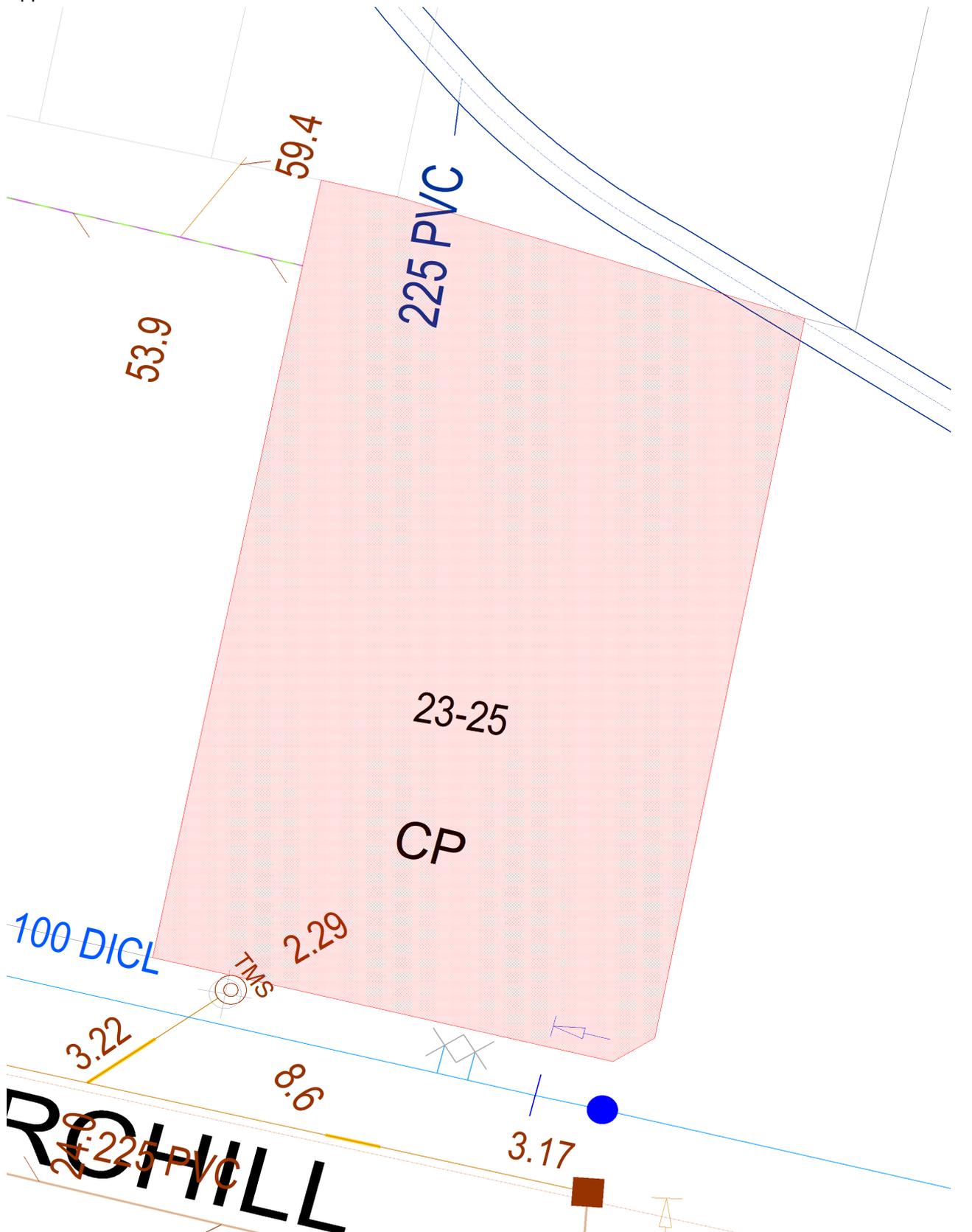
For general enquiries please call the Customer Contact Centre on 132 092

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

Disclaimer

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

Service Location Print
Application Number: 8005001782



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Disclaimer

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

Asset Information

Legend

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

Disclaimer

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

Pipe Types

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

Further Information

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

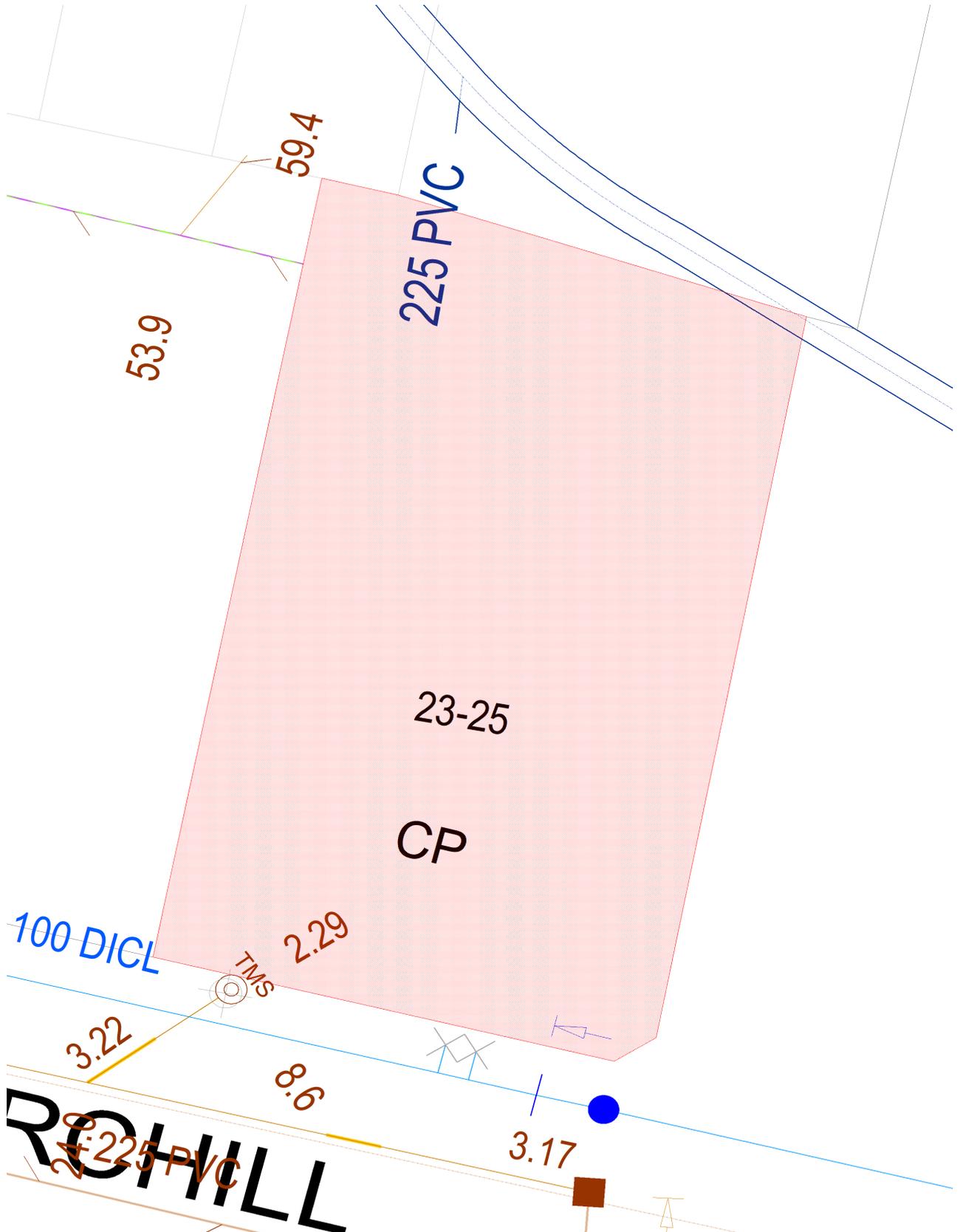
For general enquiries please call the Customer Contact Centre on 132 092

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

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Service Location Print
Application Number: 8005001776



Document generated at 10-02-2026 09:40:16 AM

Disclaimer

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Asset Information

Legend

| Sewer | | Property Details | |
|--|--|--|--|
| Sewer Main (with flow arrow & size type text) | | Boundary Line | |
| Disused Main | | Easement Line | |
| Rising Main | | House Number | |
| Maintenance Hole (with upstream depth to invert) | | Lot Number | |
| Sub-surface chamber | | Proposed Land | |
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| Stormwater | | | |
| Stormwater Pipe | | | |
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Revenue

Enquiry ID 4501428
Agent ID 81429403
Issue Date 10 Feb 2026
Correspondence ID 1824533747
Your reference ALA009-00063

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

| Land ID | Land address | Taxable land value | Property Tax Status |
|----------|---|--------------------|---------------------|
| S96307/1 | Unit 1, 23-25 CHURCHILL AVE STRATHFIELD 2135 | \$251 456 | Not Opted In |

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

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

Yours sincerely,

Phil Minns

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

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

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

How do I get an updated certificate?

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

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

Land value, tax rates and thresholds

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

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



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

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



Revenue

Enquiry ID 4501470
Agent ID 81429403
Issue Date 10 Feb 2026
Correspondence ID 1824535544
Your reference ALA009-00063

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

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

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

This information is based on data held by Revenue NSW.

| Land ID | Land address | Taxable land value | Property Tax Status |
|------------|---|--------------------|---------------------|
| S104970/58 | Unit 3, 23-25 CHURCHILL AVE STRATHFIELD 2135 | \$143 689 | Not Opted In |

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2026 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

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

Yours sincerely,

Phil Minns

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

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

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

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

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

When is a certificate not clear from land tax?

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

How do I clear a certificate?

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

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

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

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Revenue

Enquiry ID 4501465
Agent ID 81429403
Issue Date 10 Feb 2026
Correspondence ID 1824535338
Your reference ALA009-00063

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956.*

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022.*

This information is based on data held by Revenue NSW.

| Land ID | Land address | Taxable land value | Property Tax Status |
|------------|---|--------------------|---------------------|
| S104970/59 | Unit 2, 23-25 CHURCHILL AVE STRATHFIELD 2135 | \$167 637 | Not Opted In |

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2026 tax year.

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Yours sincerely,

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