

DISPLAY CONTRACT

SHOP 1/203
BIRDWOOD ROAD,
GEORGES HALL

PLEASE DO NOT REMOVE

General Information:

Dimensions:	98m2 Internal + 18m2 Car Space
Area Total:	116m2
Settlement Period:	42 Days
Sewer:	As Per Contract
Easement:	As Per Contract
Zoned:	E1 Local Centre
Body Corporate Details:	Whelan Property Group #9219 4111
Strata Levies:	\$2117 Per Quarter *

CRAIG STEPHENSON
0411 182 621
RAY WHITE BANKSTOWN

*Every precaution has been taken to establish accuracy of the above information but does not constitute any representation by the vendor or agent.

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	CRAIG STEPHENSON - RAY WHITE BANKSTOWN <i>craig.stephenson@raywhite.com.au</i>	# 0411182 621
co-agent		
vendor	GERANT HOLDINGS PTY LTD (ACN 650 629 931) ATF GERANT HOLDINGS TRUST 70 Ludgate Street, Roselands NSW 2196	
vendor's solicitor	Ishaks 3 George Street North Strathfield NSW 2137	phone: 0401 409 909 email: lexus@ishaks.com.au ref: 25769
date for completion land (address, plan details and title reference)	42 days after the contract date SHOP 1, 203 BIRDWOOD ROAD GEORGES HALL NSW 2198 LOT 30 STRATA PLAN SP96548 Folio Identifier 30/SP96548	(clause 15)
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 type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Commercial/Industrial	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a deposit-bond	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes
Nominated Electronic Lodgment Network (ELN) (clause 4)	PEXA	
Manual transaction (clause 30)	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes

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

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

Land tax is adjustable	<input type="checkbox"/> NO	<input checked="" type="checkbox"/> yes
GST: Taxable supply	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes in full <input type="checkbox"/> yes to an extent
Margin scheme will be used in making the taxable supply	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:		
<input type="checkbox"/> not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b)) <input type="checkbox"/> by a vendor who is neither registered nor required to be registered for GST (section 9-5(d)) <input checked="" type="checkbox"/> GST-free because the sale is the supply of a going concern under section 38-325 <input type="checkbox"/> GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O <input type="checkbox"/> input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)		

Purchaser must make an GSTRW payment (GST residential withholding payment)	<input checked="" type="checkbox"/> NO	<input type="checkbox"/> yes (if yes, vendor must provide details)
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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> <p><input checked="" type="checkbox"/> 1 property certificate for the land</p> <p><input type="checkbox"/> 2 plan of the land</p> <p><input type="checkbox"/> 3 unregistered plan of the land</p> <p><input type="checkbox"/> 4 plan of land to be subdivided</p> <p><input type="checkbox"/> 5 document that is to be lodged with a relevant plan</p> <p><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</p> <p><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</p> <p><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</p> <p><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</p> <p><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</p> <p><input type="checkbox"/> 11 <i>planning agreement</i></p> <p><input type="checkbox"/> 12 section 88G certificate (positive covenant)</p> <p><input type="checkbox"/> 13 survey report</p> <p><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></p> <p><input type="checkbox"/> 15 occupation certificate</p> <p><input type="checkbox"/> 16 lease (with every relevant memorandum or variation)</p> <p><input type="checkbox"/> 17 other document relevant to tenancies</p> <p><input type="checkbox"/> 18 licence benefiting the land</p> <p><input type="checkbox"/> 19 old system document</p> <p><input type="checkbox"/> 20 Crown purchase statement of account</p> <p><input type="checkbox"/> 21 building management statement</p> <p><input checked="" type="checkbox"/> 22 form of requisitions</p> <p><input type="checkbox"/> 23 <i>clearance certificate</i></p> <p><input type="checkbox"/> 24 land tax certificate</p> <p>Home Building Act 1989</p> <p><input type="checkbox"/> 25 insurance certificate</p> <p><input type="checkbox"/> 26 brochure or warning</p> <p><input type="checkbox"/> 27 evidence of alternative indemnity cover</p> <p>Swimming Pools Act 1992</p> <p><input type="checkbox"/> 28 certificate of compliance</p> <p><input type="checkbox"/> 29 evidence of registration</p> <p><input type="checkbox"/> 30 relevant occupation certificate</p> <p><input type="checkbox"/> 31 certificate of non-compliance</p> <p><input type="checkbox"/> 32 detailed reasons of non-compliance</p>	<p>Strata or community title (clause 23 of the contract)</p> <p><input checked="" type="checkbox"/> 33 property certificate for strata common property</p> <p><input checked="" type="checkbox"/> 34 plan creating strata common property</p> <p><input type="checkbox"/> 35 strata by-laws</p> <p><input type="checkbox"/> 36 strata development contract or statement</p> <p><input type="checkbox"/> 37 strata management statement</p> <p><input type="checkbox"/> 38 strata renewal proposal</p> <p><input type="checkbox"/> 39 strata renewal plan</p> <p><input type="checkbox"/> 40 leasehold strata - lease of lot and common property</p> <p><input type="checkbox"/> 41 property certificate for neighbourhood property</p> <p><input type="checkbox"/> 42 plan creating neighbourhood property</p> <p><input type="checkbox"/> 43 neighbourhood development contract</p> <p><input type="checkbox"/> 44 neighbourhood management statement</p> <p><input type="checkbox"/> 45 property certificate for precinct property</p> <p><input type="checkbox"/> 46 plan creating precinct property</p> <p><input type="checkbox"/> 47 precinct development contract</p> <p><input type="checkbox"/> 48 precinct management statement</p> <p><input type="checkbox"/> 49 property certificate for community property</p> <p><input type="checkbox"/> 50 plan creating community property</p> <p><input type="checkbox"/> 51 community development contract</p> <p><input type="checkbox"/> 52 community management statement</p> <p><input type="checkbox"/> 53 document disclosing a change of by-laws</p> <p><input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement</p> <p><input type="checkbox"/> 55 document disclosing a change in boundaries</p> <p><input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015</p> <p><input type="checkbox"/> 57 information certificate under Community Land Management Act 2021</p> <p><input type="checkbox"/> 58 disclosure statement - off the plan contract</p> <p><input type="checkbox"/> 59 other document relevant to the off the plan contract</p> <p>Other</p> <p><input type="checkbox"/> 60</p>
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Whelan Property Group

02 9219 4111

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

2.4 The purchaser can pay any of the deposit by –

- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
- 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
- 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.

2.5 The vendor can *terminate* if –

- 2.5.1 any of the deposit is not paid on time;
- 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
- 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.

2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
 3.9 The vendor must give the purchaser any original *deposit-bond* –

- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –

- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* serves a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,

and in both cases clause 30 applies.

4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –

- 4.2.1 each *party* must –
 - bear equally any disbursements or fees; and
 - otherwise bear that *party*'s own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 If a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.

4.3 The *parties* must conduct the *electronic transaction* –

- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.

4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.

4.5 Normally, the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.

4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.

4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –

- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

4.11 Before completion, the *parties* must ensure that –

- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case for the electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to or as directed by; the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by serving it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything served by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 Normally, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by serving it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor serves notice of intention to *rescind*; and

7.1.3 the purchaser does not serve notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor serves a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not serve a notice waiving the *requisition* *within* 14 days after that *service*.

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

- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

- 10.1.1 the ownership or location of any fence, as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or will).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 Normally, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
 - the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

16.5 On completion the purchaser must pay to the vendor –

- 16.5.1 the price less any –
 - deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
 18.2 The purchaser must not before completion –

- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

- 19.1.1 only by serving a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
- 20.6.7 served at the earliest time it is served, if it is served more than once; and
- 20.6.8 served if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.

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

20.16 Each party consents to –

20.16.1 any party signing this contract electronically; and

20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.

20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.

21.6 Normally, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to terminate.

23 Strata or community title

• Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

23.2.1 'change', in relation to a scheme, means

- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;

23.2.3 'contribution' includes an amount payable under a by-law;

23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;

23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;

23.2.6 'normal expenses' in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

• **Adjustments and liability for expenses**

23.5 The parties must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must *insert* the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 normally, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business* days before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must serve a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

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.

The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

If consent is refused, either *party* can *rescind*.

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.

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

This clause applies only if some of the land is described as a lot in an unregistered plan.

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*.

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

This clause applies only if a provision says this contract or completion is conditional on an event.

If the time for the event to happen is not stated, the time is 42 days after the contract date.

If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* serves notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* serves notice of the refusal; and

29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –

- either *party* serving notice of the event happening;
- every *party* who has the benefit of the provision serving notice waiving the provision; or
- the end of the time for the event to happen.

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

- **Transfer**

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

- **Place for completion**

30.6 *Normally*, the *parties* must complete at the completion address, which is –

30.6.1 if a special completion address is stated in this contract – that address; or
 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
 30.6.3 in any other case – the vendor's *solicitor*'s address stated in this contract.

30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

- **Payments on completion**

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and, if so –

30.10.1 the amount is to be treated as if it were paid; and
 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the property or by the vendor in any other case).

30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –

30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –

30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

UNIT 7, 203 BIRDWOOD ROAD 2198 GEORGES HALL NSW

**SPECIAL CONDITIONS ATTACHED TO CONTRACT FOR THE SALE AND PURCHASE
OF LAND**

1. Interpretation

- a) In this special condition, unless the context otherwise requires;
- b) Headings are for convenience only and do not affect the interpretation of this contract;
- c) Words importing the singular include the plural and vice versa;
- d) Words importing a gender include any gender;
- e) A reference to a claim includes an objection, requisition and the exercise of a right to rescind, terminate or delay completion of this contract;

2. Inconsistency

In the event of any inconsistency between these additional clauses and the printed conditions of the contract, these additional clauses shall prevail to the extent of such inconsistency.

3. Amendments to the Standard Contract

Notwithstanding any other provisions in the contract to the contrary;

- a) Clause 6 is deleted
- b) Clause 7.1.1 is amended by deleting the words "5% the price" and inserting in lieu thereof "0.1% of the price"
- c) Clause 7.1.3 is replaced with:

"the purchaser does not service notice waiving the claim (7) days after that service; and"
- d) In Clause 7.2.1 "10%" is deleted and substituted by "1%";
- e) In Clause 8 the words "on reasonable grounds" of sub-clause 8.1 are deleted and the words and the words "and those grounds" of sub-clause 8.2 are deleted;
- f) Clause 10.1.9 is amended by deleting the words "the substance of which is disclosed in this contract" and replacing with "the existence of which is noted on any document attached of this contract";
- g) In Clause 10, the following additional sub-clause is inserted:

"10.1.10 For the purpose of this Clause 10 the vendor discloses all of the material appearing in the copy documents attached to this contract whether specified on page 2 of this contract or not and all material so appearing is deemed to have been disclosed in substance in this contract;
- h) Clause 11.2 is amended by adding the words "with the consent and authority of the vendor" after the words "work order" and adding the words "by reason of a default by the vendor" after the word "terminated";
- i) Clause 14.4.2 is amended by deleting it entirely and replace with: "by adjusting the actual land tax assessed for the subject property for the year in which this contract is completed, or, if no separate assessment is available, by calculating its separate taxable value on a proportional

area basis." For the avoidance of doubt, Land Tax is payable and is to be adjusted on the actual amount assessed against the property irrespective of any other terms and conditions in this Contract.

- j) Delete clause 23.9
- k) Delete clause 23.17
- l) Delete clause 24.1

4. Notice to complete

- a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- b) If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition of the payment of interest pursuant to special condition 5, the purchaser shall also pay to the vendor the sum of four hundred and forty dollars (\$440.00) inclusive of GST to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion. The payment of the costs of notice upon completion shall be an essential term of this contract.
- c) Irrespective, should the Vendor become entitled to serve a Notice to Complete, but the Vendor elects not to, the Purchaser will pay to the Vendor on settlement the sum of two hundred and seventy five dollars (\$275.00) by way of agreed costs which the parties agree is a reasonable amount to cover the legal fees of the Vendor for the breach of the Purchaser

5. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay the vendor on completion, in addition to the balance of the purchaser price 10% interest per annum calculated daily on the balance of the purchaser price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

6. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

7. Purchaser acknowledges

The purchaser acknowledges that;

- (a) It has not been induced to enter into this contract as a result of any representation, warranty or promise whatsoever made to the purchaser by or on behalf of the vendor except as expressly provided in this contract;

- (b) It has made its own enquiries in relation to the Property;
- (c) It has satisfied itself in relation to the subject matter of this contract;
- (d) The purchaser acknowledges that they are purchasing the property:
 - a. In its present condition and state of repair;
 - b. Subject to all defects latent and patent;
 - c. Subject to any infestations and dilapidation;
 - d. Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
 - e. Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this clause.

8. Purchaser to be satisfied as to use

The purchaser acknowledges that the vendor does not in any way warrant the use to which the property may be put and the purchaser is satisfied as to the requirements of all responsible authorities in relation to the use of the property for any and all purposes. In particular the use of the property by the vendor does not of itself mean that such use is a permitted use. Purchaser cannot raise a requisition, make a claim for damages, delay completion, rescind or terminate the contract in relation to this provision.

9. No warranty as to use

The purchasers must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The purchasers must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

10. Whole agreement

This contract comprises the whole of the agreement between the parties and it is expressly agreed that no other covenants or promises are implied into this contract or arise between the parties pursuant to any collateral or other agreement.

11. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchaser breach of this warranty, and it is hereby agreed and declared that this

clause shall not merge in the transfer upon completion, or by extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

12. Release of deposit

The purchaser agrees to release to the vendor or as they direct the whole or part of the deposit provided that it is used solely for the purpose of payment of a deposit on the purchase of another property or properties by the vendor (solely or with another party) and the payment of stamp duty in respect thereof. No further authority or consent will be required from the purchaser other than as contained in this contract.

13. Where Deposit is less than 10%

Notwithstanding the deposit shown on the front page of the Contract, the Vendor agrees to exchange on a reduced deposit of \$ and/or % and relies on clause 9 of the Contract.

This clause shall not merge on completion. The Vendor shall be entitled to sue the Purchaser for recovery of the 10% deposit that remains outstanding as a debt due by the Purchaser to the Vendor.

14. Deposit Bond

- (a) "Bond" means the deposit guarantee bond for \$..... to be given to the vendor by ("the guarantor")
- (b) If agreed by the Vendor, instead of paying the deposit as required pursuant to Clause 2 of this Contract, the Purchaser may deliver to the Vendor (on or before the date of entry into the contract) the bond.
- (c) On completion of the Contract, the purchaser must pay the amount of the deposit to the Vendor by bank cheque.
- (d) If the Vendor terminate the contract for the default of the purchaser in circumstances where, had the deposit been paid, the Vendor could have forfeited it, then the Vendor may thereupon demand payment from the guarantor of the amount stipulated in the bond without further notice to the Purchaser.
- (e) No later than six (6) weeks prior to the expiration of the Cond (time being of the essence) the Purchaser must provide to the Vendor a replacement bond ("Replacement Bond/s") and until completion of this Contract and continue to provide Replacement Bond/s in accordance with the time provisions stipulated in this Clause in identical terms and conditions to the Bond originally provided under this Contract.
- (f) If the Purchaser fails to comply with the provisions of Special Condition 21. (e), the Vendor will be entitled to and the Purchaser irrevocably authorises the Vendor to call on the then current bond or Replacement Bond/s.

15. Foreign Persons

The purchaser warrants that, where required by any State or Federal law to do so, the purchaser has obtained from all governments and quasi- government authorities, approvals, consent notices, exemptions, guidance and waivers. The purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor as a consequence of any breach of the warranty hereby given. This warranty and indemnity shall not merge on completion.

16. Inclusions

All items included in the sale are sold in their present state of conditions and repair. The purchaser will make no objections, requisition or claim for compensation nor have any right of rescission or termination arising from the existence of any condition and sale of the property.

Subject to the warranties set out in Section 52A of the Conveyancing Act 1919 and the Conveyancing (Sale of Land) Regulation 2000 the Purchaser is purchasing the property and must take title of the property subject to existing or proposed services (if any). The Purchaser must not make any objection or make any requisition, or claim for compensation and agrees that in entering into this contract, the purchaser has satisfied himself:

- a) in respect of the nature, location, availability or non-availability of any service;
- b) as to whether or not the property is subject to any service or mains, pipes or connection for any service;
- c) as to whether or not the property has the benefit of any rights or easements in respect of any service or mains, pipes or connections for any service;
- d) in respect of any defects in any services;
- e) if any or underground or surface stormwater drain passes through or over the property;
- f) should any manhole or vent be on the property; or
- g) if any rainwater downpipe is connected to the sewer.

17. Cancelled settlement

If the purchaser fails to effect settlement after appropriate arrangements have been made, the sum of \$150 (inclusive GST) for each instance is payable to the vendor which amount shall be added to the balance payable on completion to cover legal costs and other expenses incurred by the vendor as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expense. The payment of such consideration shall be an essential term of this contract.

18. Section 26 Certificate and Section 184 Certificate

This clause applies only if the land (or part of it) is a Lot in a Strata, Community Scheme or Neighbourhood (or on completion is to be a Lot in a Scheme of that kind).

The Purchaser shall be responsible for applying to the holder of the Strata or Community Title records for the Section 26 Certificate under the Community Land Management Act 1989 or the Section 184 Certificate under the Strata Schemes Management Act 1996.

The Purchaser shall not be entitled to delay completion or make any requisitions or objection arising from the Purchaser's failure to apply for the said certificate.

19. Requisitions

The requisitions to be made by the purchaser under clause 5.1 shall be in the form of requisitions annexed to this contract. Such requisitions shall be deemed to have been served by the purchaser on the date of the contract.

20. Solicitors Authority CONTRACT ALTERATIONS

Each party hereto authorises his Solicitor/Licensed Conveyancer or any employee of that Solicitor/Licensed Conveyancer up until the expiration of the cooling off date of this Contract to make alterations to this Contract including the addition of annexures (including copies of prescribed documents required to be attached to the Contract under cl 5(1) of the Conveyancing

(Sale of Land) Regulation 1995) after execution up until the expiration of the cooling-off period date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised such alterations and/or additions and any annexures so annexed shall form part of this Contract as if it was annexed prior to the Contract being executed.

21. Drainage diagram

By entering into this contract the purchaser acknowledges the contents of the Sewer Service Diagram and/or Sewer Reference Sheet issued by the relevant authority. The vendor does not warrant that the Sewer Service Diagram and/or Sewer Reference Sheet are up to date. The Purchaser shall not make any objection, requisition or claim for compensation and shall not be entitled to rescind and/or terminate this Contract with respect to any matters disclosed in or arising out of the Sewer Service Diagram or Sewer Reference Sheet.

22. Errors in adjustment

If an adjustment required to be made pursuant to contract at completion has been overlooked or incorrectly calculated, the parties agree to pay any such amount shown to be payable pursuant to contract to the other party upon written request. The provisions of this clause are essential and shall not merge upon completion.

23. Furnishing, Fittings and Condition of Property

The subject matter of this sale is land and fixtures only and does not include any furnishings, fittings, goods or personality on the property. The purchaser must not require the Vendor to remove any furnishings, fittings, goods, rubbish or personality at any time. The Purchaser must not make any objection, requisition or claim for compensation nor delay completion because there are any such furnishings, fittings, goods, personality or rubbish on the property or in or on the improvements at the time of completion or which remain there after completion.

23.1 The purchaser acknowledges that the Vendor will not prior to completion:

- (a) mow any lawns or remove any garden refuse and other rubbish from the property;
- (b) if any services to the property are disconnected, do anything or pay any amounts for the reconnection of those services;
- (c) provide any keys or remote control devices which may be missing for any lock/door/window on the property; and
- (d) clean and chemically balance the pool, if a pool is an improvement erected on the property.

24. Swimming Pools

The Purchaser acknowledges that in the event that a swimming pool is situated on the subject property, the Vendor does not warrant that such swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribes therein. The Purchaser agrees that upon completion, he/she shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of the Warning Notice. It is further agreed that this clause shall not merge on completion.

25. Building Certificate

The Vendor does not have a building certificate

- (a) The Purchaser is not entitled to require the Vendor to:
 - i. Apply for or do anything to obtain a building certificate; nor
 - ii. Comply with the local council's requirements for the issue of the building certificate.
- (b) Completion of this Contract is not conditional on the Vendor or Purchaser obtaining a building certificate.

26. No Guarantee of Area

- 26.1 The vendor does not have a survey report for the property. The purchaser must make and rely on its own enquiries regarding the position of the improvements on, the area of and the boundaries of the land.
- 26.2 The vendor has taken the area of the Property from the records of Department of Lands and has presumed such areas to be correct and does not guarantee the accuracy of the area of the Land.
- 26.3 The purchaser must not make any requisition or claim, delay completion of or rescind or terminate this Contract in connection any deficiency or excess in the area of the Land which may be disclosed by any survey or in any other manner.

27. Fences

The Purchaser acknowledges that they may not make a claim or requisition or delay completion:

- (a) If any of the fences on or surrounding the property are not on the correct boundary.
- (b) As to the nature or state of repair of any fence.
- (c) If there are no fences or if any fence is a 'give and take fence'.
- (d) If a swimming pool, as defined in the Swimming Pools Act 1992 is not fenced as required by law.

28. Solar panels

The purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, and the parties agree as follows:

- (a) Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier with respect to feed-in tariffs pass with the sale of this property is a matter for enquiry and confirmation by the purchaser;
- (b) The purchaser agrees that they will negotiate with the current energy supplier or an energy supplier of their choice with respect to any feed-in tariffs for the electricity generated or any other benefits provided by the said solar panels and the purchaser shall indemnify and hold harmless the vendor against any claims for any benefits whatsoever with respect to the said solar panels; and
- (c) The vendor makes no representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by the said solar panels.

29. Electronic Transaction

- The parties agree that this Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.
- Execution by either (or both) parties to this Contract of a email copy of this Contract and transmission by email of a copy of the Contract executed by that party or their conveyancer/solicitor to the other party or the other party's conveyancer/solicitor shall constitute a valid and binding execution of this contract by such parties electronically by both parties using e-signature technology or by exchanging electronic copies of original signatures on this contract.

- That the Contract may be validly created and exchanged by counterparts with each party's Contract (signed electronic or otherwise), sent electronically to each other party through electronic technology.
- That an electronic version of this Contract signed by both parties will be the true and original version for the purposes of this transaction and that no other version will be provided unless otherwise agreed between the parties in writing.
- The parties agree that they are bound by an electronic version of this contract which has been signed and exchanged in accordance with this clause.
- For the purpose of the Electronic Transactions Act, 1999 (Cth) and Electronic Transactions Act, 2000 (NSW) each of the parties consent to receiving and sending the Contract electronically.

30. Settlement during Christmas period

In the event that the date for Completion falls within the period commencing 22 December 2023 and ending 15 January 2024 ("the holiday period") the date for completion is hereby extended to 17th January 2024 ("the resumption Date"). In the event that a party serves the other party with a notice during the Holiday Period service of the notice is deemed effected on the Resumption Date.

If, prior to the commencement of the Holiday Period, a party serves the other party with a Notice to Complete which appoints a date by which to complete this Contract which falls within the Holiday Period then the date is hereby extended to the Resumption Date.

In the event that damages are payable by either party pursuant to this Contract no damages will be payable by either party for any day that completion does not occur during the Holiday Period.

31. CONTAMINATION

- 31.1 The purchaser accepts the property in its present condition and state of repair including any contamination or hazardous substances.
- 31.2 The purchaser will make no objection, requisition or claim or seek to rescind this contract because of any contamination or hazardous substances found in or on the property.
- 31.3 The purchaser waives any existing and future claims or redress of any kind which it may have against the vendor because of contamination or hazardous substances or any other environmental damage to the property.
- 31.4 The purchaser will at all times indemnify the vendor against all actions, suits, proceedings, losses, damages, charges, claims and demands in any way arising out of or because of any contamination or hazardous substances on the property.

32. Guarantee

If the Purchaser is a company then the Vendor has entered into this Contract with the Purchaser at the request of _____ (the "Guarantor") and in consideration thereof. By signing this contract the Guarantor guarantees the performance of each and every condition contained in this Contract to be performed including but without limitation the payment of the purchase price and any other money payable under this Contract. The Guarantor also agrees that in the event that the Purchaser fails to honour any of the Purchaser's obligation contained in this Contract, the Guarantor will in place of the Purchaser honour all such obligations and any failure on the part of the Guarantor to do so will render the Guarantor liable to the Vendor as if the Guarantor was the Purchaser named in this contract. This clause shall not merge on completion.

.....

.....

33. TENANCY

In the event that the sale is subject to tenancy and the tenancy referred to herein being terminated prior to completion and the premises becoming vacant as a result of such termination then in that event the Purchaser will make no objection requisition or claim for compensation with regard thereto and on completion will accept the property with vacant possession.

34. Non-Compliance

In the event that there is a pergola, carport, conversion of a room, extension or any other structure/s on the property which do not comply with the requirements of the local Council or any other competent authority, then the purchaser shall not raise any objection, requisition or claim for compensation, nor delay settlement in respect of such non-compliance or because of failure or refusal of the local Council to issue a Building Certificate by reason of such noncompliance.

35. Goods and Services Tax GST

35.1 For the purpose of this clause:

- (a) Words or expressions used in this clause that are defined in *A New Tax System(Goods and Services Tax) Act 1999* ('GST Act') have the same meaning given to them in that Act.
- (b) **GST** means GST as defined in the GST Act or any replacement or other relevant legislation and regulation and includes any interest or penalties charged in relation to the GST.

35.2 Supply of going concern

- (a) The parties agree that the sale of the Property under this Contract is the supply of a going concern for the purposes of section 38-325 of the GST Act and that that supply is GST-free.
- (b) The Purchaser warrants that it is registered or required to be registered for GST under Part 2.5 of the GST Act and will continue to be so at all relevant times up to Completion.

35.3 Input taxed supply

Notwithstanding anything else contained in this Contract, but subject to clause 35.4, if it is ascertained or determined (by the Australian Taxation Office or otherwise) that any supply under this Contract is not a supply of a going concern, the following provisions apply:

- (a) the parties agree that the Property will be input taxed because the sale is of eligible residential premises; and
- (b) the Purchaser warrants the Property will be used predominantly for residential accommodation. The Purchaser indemnifies the Vendor against any Liability to pay GST arising from breach of this warranty. The warranty and indemnity in this clause continues after Completion.

35.4 Taxable supply

Notwithstanding anything else contained in this Contract, if it is ascertained or determined (by the Australian Taxation Office or otherwise) that any supply under this Contract is a taxable supply, the following provisions apply:

- (a) the price specified in the Contract excludes GST (**GST Exclusive Purchase Price**);
- (b) the consideration payable by the Purchaser to the Vendor will be increased by an amount equal to the GST payable as a result of Completion; the GST payable shall be the GST payable on the supply calculated in accordance with the GST Act and on the GST Exclusive Purchase Price;

- (d) the GST shall be added to the consideration payable under the other provisions of this Contract so as to form an additional part of the consideration for the supply; and
- (e) each party agrees to do all things, including providing valid tax invoices (except where the Margin Scheme applies) and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Contract.

35.5 Reimbursement of expenses

If a third party makes a taxable supply and this Contract requires a party to this Contract (**the payer**) to pay for, reimburse or contribute to (**pay**) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

35.6 Non merger

This clause does not merge on Completion and will continue to apply after expiration or termination of this contract.

36. Leases

36.1 Purchaser Acknowledgements:

The Purchaser acknowledges that:

- (a) the Property is sold subject to the Leases and the Purchaser will accept title to the Property subject to the Leases and any matter relating to the Leases notwithstanding that the lease has expired and tenants are on a month to months basis; and
- (b) it has inspected the Leases and has satisfied itself in all respects including the nature of the terms, the enforceability and the rights and obligations created by the Leases which have been provided in the Vendor Disclosure Documents.

36.2 No Warranty

The Vendor does not warrant or represent that:

- (a) any Lease is valid and enforceable;
- (b) any of the Leases will be in force at Completion;
- (c) any Lessee will not be in breach of a Lease at, or prior to, Completion;
- (e) any Lessee will be in occupation of the premises leased under the Lease at Completion; the particulars contained in the Lease are accurate or complete;
- (g) the Leases comply with Law;
- (h) there is no material dispute or litigation in relation to any Lease; or

the Purchaser cannot make any Objection in connection with any of the matters or in respect of anything or any matter referred to in the Lease or this clause 36.

Conditions of sale of land by auction

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

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

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

- (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
- (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
- (c) The highest bidder is the purchaser, subject to any reserve price;
- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
- (g) A bid cannot be made or accepted after the fall of the hammer;
- (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
- (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'vendor bid'.

3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

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

COMMERCIAL REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
 3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attorney.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) All rent should be paid up to or beyond the date of completion.
 - (f) Please provide details of any bond money held, which money is to be paid to or allowed to the purchaser on completion.
 - (g) If the bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (h) Please provide details of any security deposits and copies of any bank guarantees which are held by the vendor.
 - (i) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the security deposits, bank guarantees and any personal guarantees.
 - (j) Are there any sub-leases? If so, copies should be provided.
 - (k) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
 4. Is any tenancy subject to the *Retail Leases Act 1994*?
If so:
 - (a) complete copies of the disclosure statements as required by the *Retail Leases Act 1994* should be provided;
 - (b) a copy of a certificate given under Section 16(3) of the *Retail Leases Act 1994* should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of the *Retail Leases Act 1994*?
 5. Is the property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*)?
 6. If any tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.
 7. **Title**
On completion the vendor should be registered as proprietor in fee simple of the property free from all caveats and encumbrances whether statutory or otherwise, except those to which the sale is expressly made subject.
 8. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
 9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
 10. When and where may the title documents be inspected?
 11. Are any fixtures, fittings or chattels included in the sale subject to any hire purchase agreement, bill of sale, chattel mortgage or other charge? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.
 12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the property must be provided.
 13. **Rates and taxes**
All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.

14. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:

- to what year has a return been made?
- what is the taxable value of the property for land tax purposes for the current year?

Building, fencing, etc

15. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.

16. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

17.

- Have the provisions of the *Local Government Act 1993*, the *Environmental Planning and Assessment Act 1979* and their regulations and schemes been complied with?
- Have there been any alterations to improvements since 1959 requiring the consent of the Local Council or other authority? If so, please provide details and evidence of consents.
- Has the vendor a Building Certificate? If so, it should be handed over on completion. Please provide a copy prior to completion.
- Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- Has there been any building work on the property to which provisions of the *Home Building Act 1989* apply? If so, please provide details and state whether the work was done pursuant to an owner/builder permit or by a licensed builder and provide details as to the permit, names of the parties and licence number(s).

18. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* or are there circumstances which would give rise to a notice or application under that Act in respect of the property. If the answer is yes, please provide full details.

19. Are the improvements affected or have they been previously affected by:

- termite infestation, treatment or repair?
- flooding or dampness of areas below ground levels?
- functional problems with equipment such as air conditioning, roofs or inclinators, pool equipment, building management and security systems?

20. Are there any pipes or structures below the surface of the land which are not disclosed in the Contract?

21. Is there any development approval consent to use the property which is not disclosed in the Contract?

22. Has all the structural work including any retaining walls been designed by a qualified structural engineer?

23. If the answer to any of Requisitions 19 to 22 is yes, please provide full details.

24. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Local Council, the Sydney Water Corporation or any other authority concerning any development on the property?

25.

- To whom do the boundary fences belong?
- Are there any party walls?
- If the answer to Requisition 25(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?

26. Are any rainwater downpipes connected to the sewer? If so, they must be disconnected prior to completion.

Use and enjoyment of the property

27.

- Is the vendor aware of any rights, licences, easements, covenants or restrictions as to user other than those disclosed in the Contract?
- Have the covenants and restrictions disclosed in the Contract been complied with?

28. Is the vendor aware of:

- any road, drain, sewer or storm water channel which intersects or runs through the land?
- any dedication to or use by the public of any right of way or other easement over any part of the land?
- any building line fixed by the Local Council affecting the land?
- any judgment, order, decree or execution against the vendor or the property?
- any suit current, pending or proposed in respect of the property?
- any latent defects in the property?

29. Has the vendor any notice or knowledge that the property is affected by any of the following:

- any resumption or acquisition or proposed resumption or acquisition?
- any notice, order or proposed order requiring work to be done or money to be spent on the property or any footpath or road adjoining? Full details of any notice, order or proposed order must be provided. Any notice or order must be complied with prior to completion.

(c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?

(d) any sum due to any local or public authority? If so, the same must be paid prior to completion.

(e) any realignment or proposed realignment of any road adjoining the property?

(f) any contamination?

(g) any charge or liability including liability for restoration of the property, or proceedings under the *Contaminated Land Management Act 1997* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or proceedings being commenced?

30. If the answer to any of Requisitions 29(a) to (g) is yes, please:

(a) provide full details;

(b) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and

(c) provide full details regarding the extent of any non-compliance.

31. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?

(b) If so, do any of the connections for such services pass through any adjoining land? If so, it must be shown that the vendor has a right thereto which will vest in the purchaser on completion.

(c) Do any service connections for any other property pass through the property?

32. Has asbestos, fibreglass or other material injurious to health been used in the construction of the property? If the answer is yes, please provide full details.

33. Is the property required for the purpose of paying a fine or satisfying an order for compensation?

34. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Warranties and service contracts

35. Please provide copies of any warranty or maintenance or service contract for the property which is assignable on completion.

36. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Zoning

37. Is the vendor aware of the property being subject to any existing or proposed planning scheme or other restriction on use not disclosed in the Contract? If the answer is yes, please provide full details.

Capacity

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

Requisitions and transfer

39. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the power of attorney should be produced and found in order.

40. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

41. Searches, surveys, enquiries and inspection of title documents must prove satisfactory.

42. The purchaser reserves the right to make further requisitions prior to completion.

43. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Completion

44. Please confirm that on completion you will hand to us:

(a) a discharge of any mortgage and withdrawal of any caveat;

(b) the Certificate of Title Folio Identifier;

(c) Transfer executed by the vendor;

(d) the vendor's copies of all leases;

(e) all keys in the possession of the vendor;

(f) original of any Building Certificate;

(g) original of any Survey Report;

(h) instruction manuals and warranties for any plant belonging to the vendor;

(i) information or devices necessary for the operation of the security system, air conditioning systems, building management systems, etc;

(j) notices of attorney;

(k) any security deposits or bank guarantees pursuant to any of the leases; and

(l) tax invoice.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through

Triconvey2 (Reseller)

Ph. 1300 064 452

FOLIO: 30/SP96548

SEARCH DATE	TIME	EDITION NO	DATE
15/8/2025	5:09 PM	3	27/8/2021

LAND

LOT 30 IN STRATA PLAN 96548
AT GEORGES HALL
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN

FIRST SCHEDULE

GERANT HOLDINGS PTY LTD

(T AR373454)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96548
2 AR373455 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

25769...

PRINTED ON 15/8/2025

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



**LAND
REGISTRY
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Triconvey2 (Reseller)
Ph. 1300 064 452

FOLIO: CP/SP96548

SEARCH DATE	TIME	EDITION NO	DATE
14/8/2025	5:48 PM	2	2/5/2025

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96548
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT GEORGES HALL
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF BANKSTOWN COUNTY OF CUMBERLAND
TITLE DIAGRAM SP96548

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96548

ADDRESS FOR SERVICE OF DOCUMENTS:

203 BIRDWOOD ROAD
GEORGES HALL NSW 2198

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AV21079 CONSOLIDATION OF REGISTERED BY-LAWS
- 3 AV21079 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 1000)

STRATA PLAN 96548

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 28	2	- 33	3	- 28	4	- 33
5	- 35	6	- 34	7	- 33	8	- 34
9	- 26	10	- 33	11	- 33	12	- 33
13	- 32	14	- 33	15	- 33	16	- 29
17	- 35	18	- 34	19	- 34	20	- 27
21	- 34	22	- 34	23	- 34	24	- 33
25	- 34	26	- 34	27	- 29	28	- 42
29	- 42	30	- 44				

NOTATIONS

UNREGISTERED DEALINGS: NIL

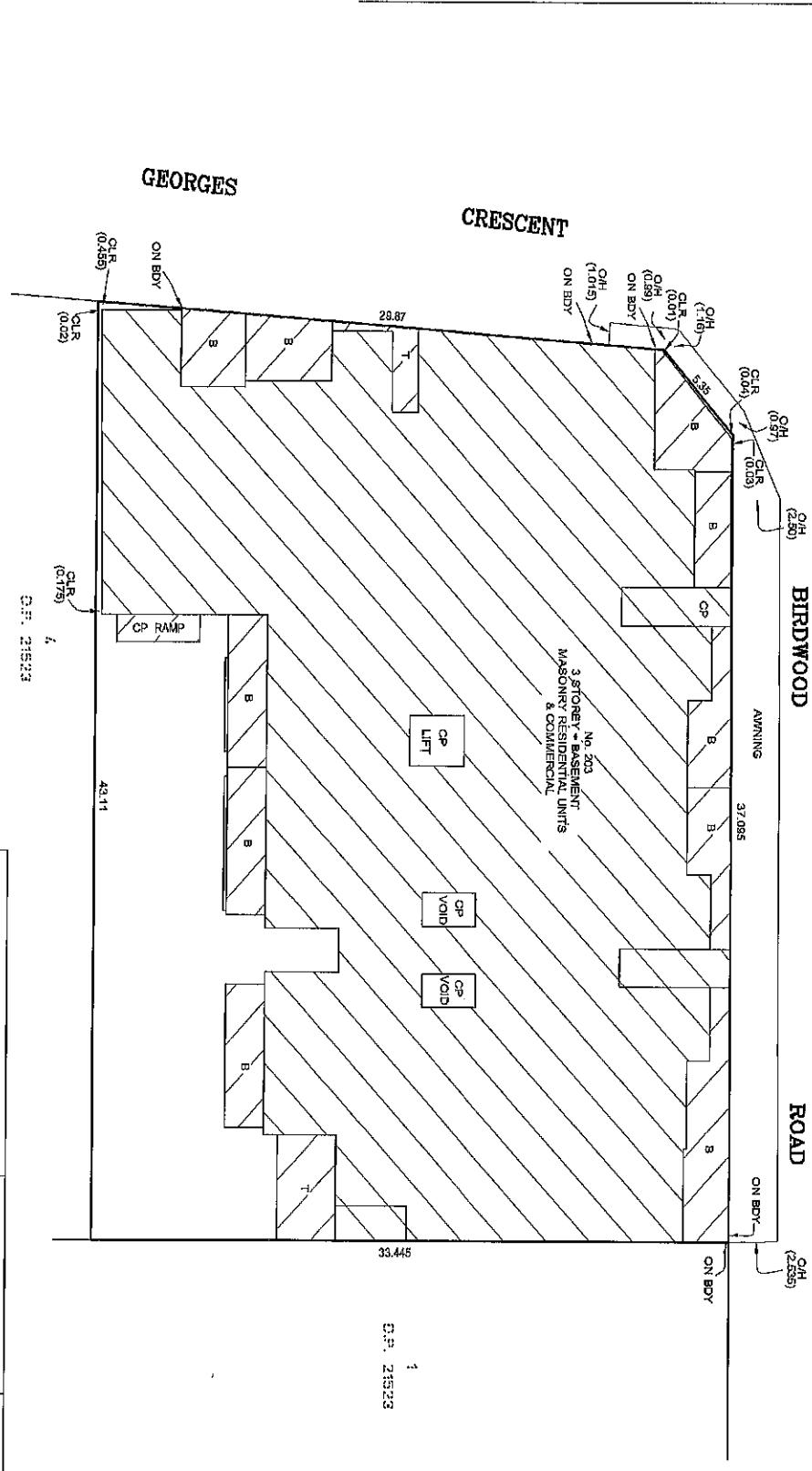
*** END OF SEARCH ***

25769...

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NOTES:
1. CP DENOTES COMMON PROPERTY
2. DEDICATED LAND



Surveyor : ROLF CAMBRIDGE
Surveyor's Ref : 9575_Strata
Subdivision No : 372017
Lengths are in metres. Reduction Ratio 1 : 200

Registered	23.11.2017	SP96548
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SEE DIAGRAM A

SEE DIAGRAM B

NOTES:

1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
3. N. DENOTES PROL. OF NORTHERN FACE OF WALL/COLUMN
4. E. DENOTES PROL. OF EASTERN FACE OF WALL/COLUMN
5. S. DENOTES PROL. OF SOUTHERN FACE OF WALL/COLUMN
6. T. DENOTES 90°
7. — DENOTES PROLONGATION OF CENTERLINE OF COLUMN

DIAGRAM

N.T.S.

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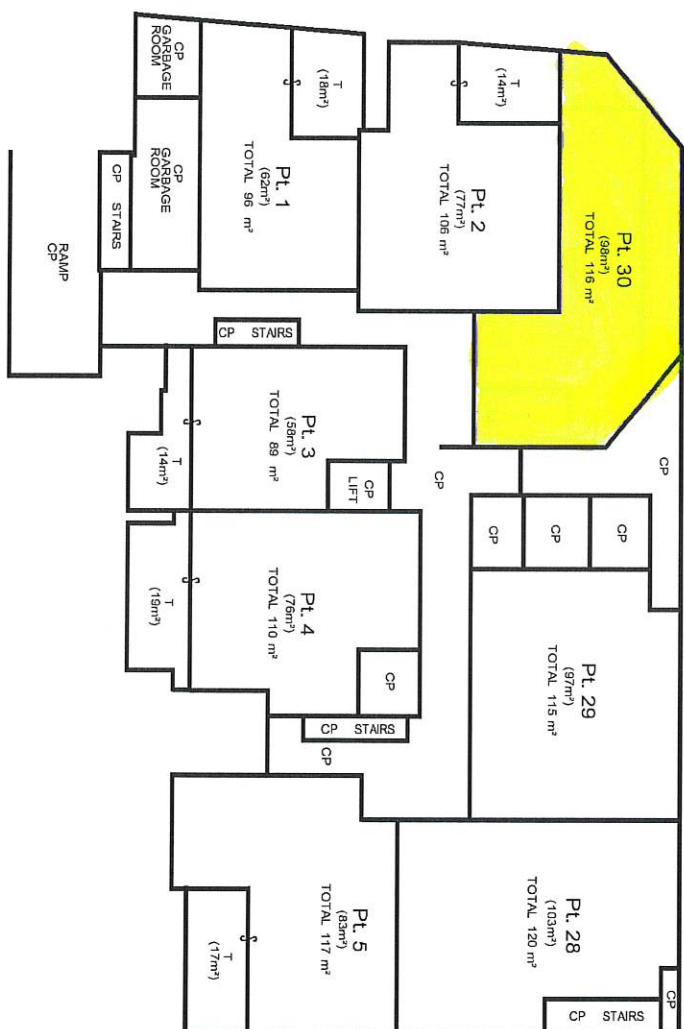
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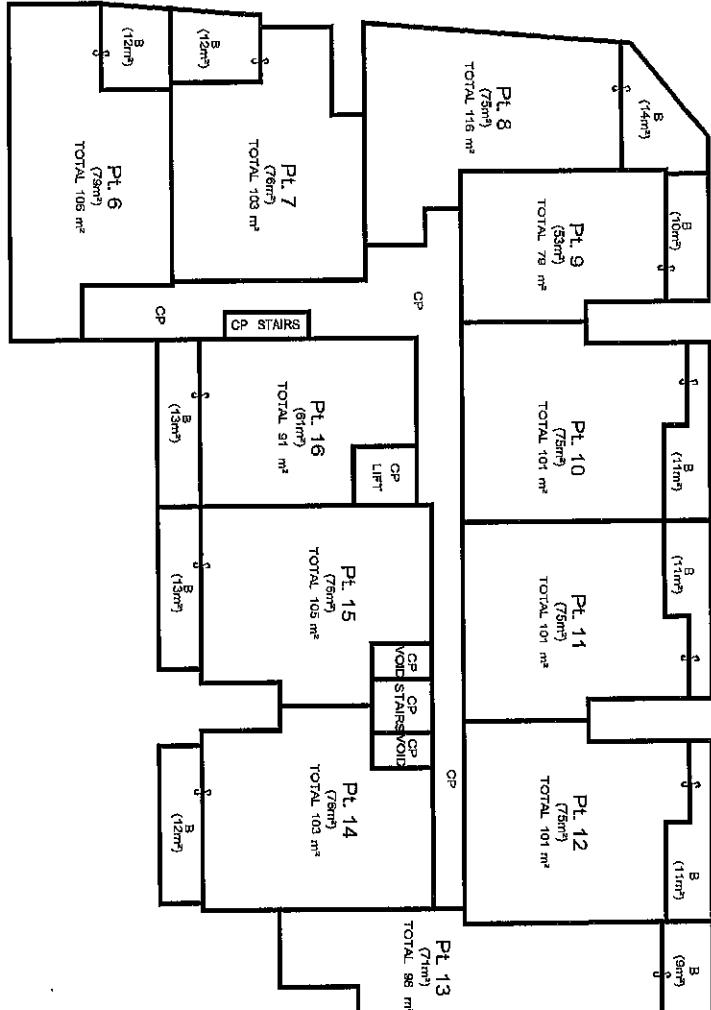
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NOTES:
1. ALL AREAS ARE APPROXIMATE
2. CP. DENOTES COMMON PROPERTY
T. DENOTES TERRACE
3. THE STRATUM OF THE TERRACES EXTEND 3
ABOVE THE UPPER SURFACE OF THEIR CONCRETE
FLOOR, EXCEPT WHERE COVERED WITHIN ITS LIMITS

Surveyor : ROLF CAMBRIDGE Surveyor's Ref : 9576_Strata Subdivision No : 372017 Lengths are in metres. Reduction Ratio 1:200	Registered  23.11.2017	SP96548
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NOTES:
 1. ALL AREAS ARE APPROXIMATE
 2. CP DENOTES COMMON PROPERTY
 3. THE STRATUM OF THE BALCONIES EXTEND 3
 FLOOR ABOVE THE UPPER SURFACE OF THEIR CONCRETE
 FLOOR, EXCEPT WHERE COVERED WITHIN ITS LIMIT

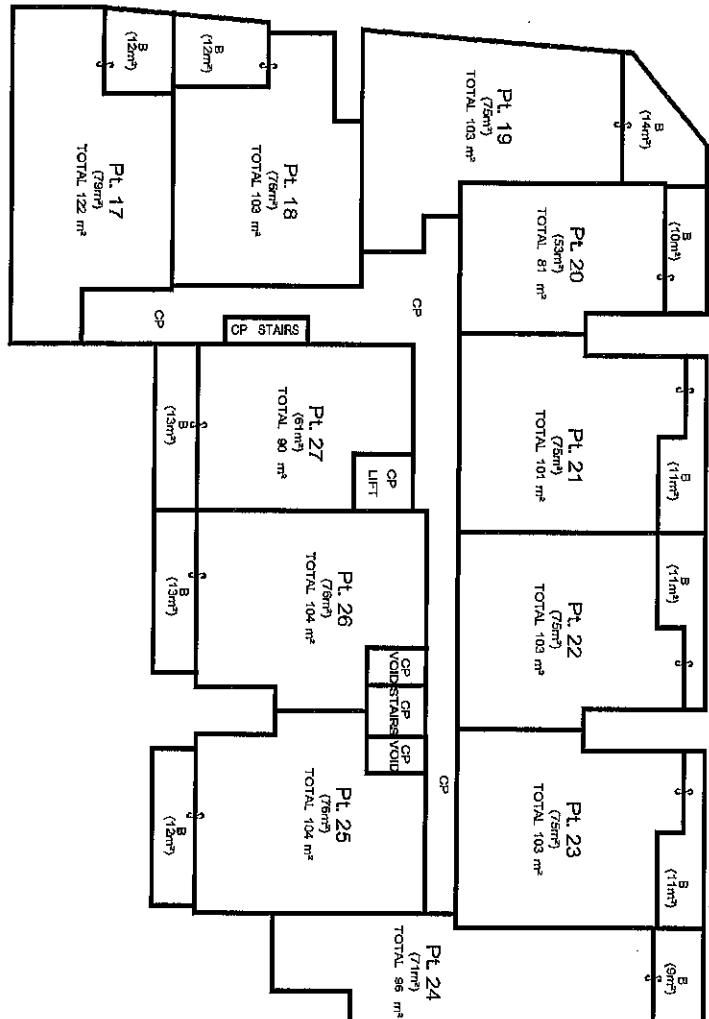


FIRST LEVEL

Surveyor : ROLF CAMBRIDGE Surveyor's Ref : 9576_Strata Subdivision No : 372017 Lengths are in metres. Reduction Ratio 1:200	Registered  23.11.2017	SP96548
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00 100 200 300 400 500 Table of mm 90 100 110 120 130 140

NOTES:
 1. ALL AREAS ARE APPROXIMATE.
 2. CP DENOTES COMMON PROPERTY.
 3. THE STRATUM OF THE BALCONIES EXTEND 3
 ABOVE THE UPPER SURFACE OF THEIR CONCRETE
 FLOOR, EXCEPT WHERE COVERED WITHIN ITS LIMIT



Surveyor : ROLF CAMBRIDGE Surveyor's Ref : 9576_Strata Subdivision No : 372017 Lengths are in metres. Reduction Ratio 1:200	Registered 23.11.2017	SP96548
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SECOND LEVEL

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

SP FORM 3.01	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Office Use Only		Use Only
Registered:  23.11.2017		 SP96548 S
PLAN OF SUBDIVISION OF: LOT 230 IN D.P. 1235610		LGA: CANTERBURY-BANKSTOWN Locality: GEORGES HALL Parish: BANKSTOWN County: CUMBERLAND
This is a *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents 203 BIRDWOOD ROAD GEORGES HALL 2198	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.	
Provide an Australian postal address including a postcode		
Surveyor's Certificate I, Rolf Cambridge, ATS Land Surveyors Pty Ltd....., of 3/75 Ryedale Road, West Ryde 2114....., 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: <i>RK Cambridge</i> . Date: <i>20.10.17</i> Surveyor ID: <i>720</i> Surveyor's Reference: <i>9576-STRATA</i> ^ Insert the deposited plan number or dealing number of the instrument that created the easement	Strata Certificate (Accredited Certifier) I, <i>DENNY LIAICE</i>, being an Accredited Certifier, accreditation number <i>818 0232</i> , certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>. Certificate Reference: <i>372017</i> Relevant Planning Approval No. <i>CDC 2017/161</i> issued by: <i>ANTHONY J. MULLEN (818 0004)</i> Signature: <i>[Signature]</i> Date: <i>21 Oct 2017</i> ^ Insert lot numbers of proposed utility lots.	

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)
Office Use Only		Office Use Only	
Registered:  23.11.2017	SP96548		
VALUER'S CERTIFICATE			
I, <u>Rhyuau Heforwth</u> being a qualified valuer, as defined in the <i>Strata Schemes Development Act 2015</i> , certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 <i>Strata Schemes Development Act 2015</i>			
Signature: <u>R Heforwth</u> Date 1/10/17			
-PROPOSED SCHEDULE OF UNIT ENTITLEMENT			
LOT	UE	LOT	UE
1	28	16	29
2	33	17	35
3	28	18	34
4	33	19	34
5	35	20	27
6	34	21	34
7	33	22	34
8	34	23	34
9	26	24	33
10	33	25	34
11	33	26	34
12	33	27	29
13	32	28	42
14	33	29	42
15	33	30	44
		AGGREGATE:	1000
Surveyor's Reference:9576-strata			

SP FORM 3.08 (Annexure)

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Use Only

Registered:  23.11.2017

SP96548

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

Birdwood & Co Pty Ltd ACN: 605 946 101



Patrick Sarkis
Director/Secretary

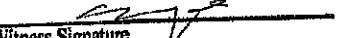


Joseph Gregory Scarf
Director

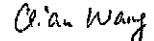
SIGNED on behalf of
WESTPAC BANKING CORPORATION
 by its attorney(s) under power of attorney
 dated 17 January 2001 registered book 4299
 no 332. By executing this document the
 attorney states that they have received no
 notice of revocation of the power of attorney,
 in the presence of:



Attorney Signature DIPU JAIN
 Name and Tier of Attorney (print)



Witness Signature
 Name and Address of Witness (print)



Chau Wang
 Level 5, 244 Meredith Street, Bankstown NSW 2200

Lodger Details

Lodger Code 503650C
Name JLAWYERS
Address EQUINOX
STR 3, 94-98 RAMSGATE AV
BONDI BEACH 2026
Lodger Box 1W
Email MONIKA@JLAWYERSPTYLTD.COM.AU
Reference CF20250227

Land Registry Document Identification

AV21079

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/SP96548	N	

Owners Corporation

THE OWNERS - STRATA PLAN NO. SP96548
Other legal entity

Meeting Date

31/03/2025

Amended by-law No.

Details N/A

Repealed by-law No.

Details N/A

Added by-law No.

Details Special By-laws No. 1 - 8 inclusive

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 legislation and any Prescribed Requirement.

Executed on behalf of THE OWNERS - STRATA PLAN NO. SP96548

Signer Name MONIKA JANDREK

Signer Organisation JLAWYERS PTY. LIMITED

Signer Role PRACTITIONER CERTIFIER

Execution Date 30/04/2025

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 96548



Consolidated Strata By-Laws

The Owners – Strata Plan No. 96548

203 Birdwood Road, Georges Hall NSW 2198



Signature: A handwritten signature in black ink, appearing to read 'C. Fitzsimons'.

Name: Calum Fitzsimons

Authority: Strata Managing Agent

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS - STRATA PLAN NO 96548



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ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 96548



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.

2. Changes to Common Property

- (1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.
- (2) Despite clause (1) above, an owner or person authorised by an owner may install, with 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.
- (3) 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.
- (4) 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.
- (5) 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

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 96548



(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 Animalsⁱⁱ

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

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

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

(a) keep the animal within the lot, and

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

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

6. Noise

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

7. Behaviour of Owners, Occupiers and Invitees

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

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

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

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

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 96548



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

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 Penetrationⁱⁱⁱ

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

10. Preservation of Fire Safety

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

11. Storage of Inflammable Liquids and Other Substances and Materials

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

12. Appearance of Lot

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

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 96548



(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

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

14. Hanging Out of Washing

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

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

(3) In this by-law:
"washing" includes any clothing, towel, bedding or other article of a similar type.

15. Disposal of Waste – Bins for Individual Lots (Applicable where individual lots have bins)

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

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

(3) An owner or occupier must:

- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
- (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.

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

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

(6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS - STRATA PLAN NO 96548



WHELAN PROPERTY GROUP
STRATA MANAGEMENT SERVICES

and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.

- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:
 - "bin" includes any receptacle for waste.
 - "waste" includes garbage and recyclable material.

16. Disposal of Waste – Shared Bins (Applicable where bins are shared by lots)

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

17. Change in Use or Occupation of Lot to be Notified

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

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 96548



- (2) Without limiting clause (1), 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).
- (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.

Special By-law No. 1 – Car Spaces^{iv}

(1) Use

An Owner or Occupier of a Lot must not use that part of a Lot designated for use as a car space for any other purpose without the prior written consent of the Owners Corporation.

(2) Alterations or Fixtures

- (a) An Owner or Occupier of a Lot must not attach any fixture including a door or cage or the like to a car space without the prior written consent of the Owners Corporation.
- (b) If an Owner or Occupier of a Lot applies to the Owners Corporation for consent under clause (2)(a), that Owner or Occupier must satisfy the Owners Corporation that the erection of a fixture to a car space will not inhibit use of a car space by an adjoining Lot Owner or any other Owner or Occupier of a Lot.

(3) Storage Units

Notwithstanding clause (2) (a), an Owner or Occupier of a Lot may install a Storage Unit within their car space subject to the following conditions -

- (a) The Owner or Occupier of the Lot must obtain the consent of the Strata Committee of the Owners Corporation to install the Storage Unit.
- (b) The Owner or Occupier of the Lot must obtain the consent of any other relevant statutory authorities in respect of the installation of the Storage Unit on their Lot car space (if required).

ANNEXURE TO CONSOLIDATION/CHANGE OF BY-LAWS

CONDITIONS & PROVISIONS

THE OWNERS – STRATA PLAN NO 96548



(c) The Storage Unit must -

- (i)** be in a uniform colour determined by the Strata Committee;
- (ii)** not cause the vehicle to overhang the car space or encroach into another Owner's car space at any point in time;
- (iii)** enclosed and lockable;
- (iv)** fire resistant and vermin proof;
- (v)** comply with any Building Code of Australia and other Standards, and
- (vi)** must not be affixed to any part of Common Property.

(d) The Owner must ensure that the Storage Unit is wholly within the boundary of the Lot and does not prevent access to any other Lot, Owners Corporation services and/or areas of Common Property, except where the adjoining Owner and/or Owners Corporation have given written consent for this purpose.

(e) The Owner must, at the Owner's expense properly maintain the Storage Unit and keep it in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Storage Unit as required from time to time.

(f) If the Owner's Lot is sold or let to a new Occupier and the new Owner or Occupier's car overhangs the car space due to the installation of a Storage Unit, the Storage Unit must be removed and all expenses in respect of its removal will be the responsibility of the Owner.

(g) The Owner indemnifies the Owners Corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the installation and use Storage Unit.

(h) All property stored within the Storage Unit is the responsibility of the Lot Owner and is to be stored at the Owner's own risk.

(i) Any loss and damage suffered by the Owners Corporation as a result of installing and using the Storage Unit, including failure to maintain, renew, replace or repair the Storage Unit as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

(j) For the purposes of this by-law, "Storage Unit" means a 'Space Commander' steel car park storage unit, or similar, either above the unused space over the bonnet of a vehicle owned by an Owner or occupier of the car space, without allowing any vehicle to overhang or encroach from the car space onto the Common Property area.

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Special By-law No. 2 – Façade & Windows*

2.1 The façade and all architectural elements of the building must be retained as constructed and no owner or occupier (or their agents or contractors) may alter same except with the written consent of the Owners Corporation and the passing and registration of a by-law and local council consent (where required).

2.2 Owners and occupiers must not:

- (a)** tint the windows, glass doors or glass facades on the boundary of their Lot; or
- (b)** fix or attach any item (including curtains, blinds, shutters, sun shades, awnings and security bars) to the inside or outside of the windows or doors or glass facades on the boundary of their Lot except with the written consent of the Owners Corporation and the passing and registration of a by-law.

Special By-law No. 3 – Moving In & Out and Moving Objects through the common property*

1. Introduction

The purpose of this by-law is to:

- (a)** SET OUT, for clarity, the rules owners and occupiers must adhere to when moving and delivering furniture and goods;
- (b)** REGULATE the moving of Objects;
- (c)** EMPOWER the Owners Corporation to require the payment of and apply the Bond; and
- (d)** INDEMNIFY the Owners Corporation.

2. Definitions

2.1 In this by-law, unless the context otherwise requires or permits:

- (a)** **Act** means the *Strata Schemes Management Act, 2015 (NSW)*;
- (b)** **Application Form** means the form at Annexure A to this by-law, a copy of which is available from the Strata Committee or strata managing agent;
- (c)** **Bond** means the refundable amount of \$500.00 or such other amount as determined by the Strata Committee from time to time, payable to the Owners Corporation;
- (d)** **Building** means the building(s) situated at 203 Birdwood Road Georges Hall NSW 2198.
- (e)** **Claims** means any and all claims, demands, causes of action (whether based in contract, equity, tort or statute), suits, arbitration, mediation and all losses (including loss of income and other

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consequential losses), liabilities, costs, compensation, damages or expenses (including legal and strata management or other experts' expenses) whatsoever which may be claimed against the Owners Corporation.

- (f) **Objects** means furniture or other large and/or heavy items and includes any equipment used to facilitate the moving of furniture or other large and/or heavy objects.
- (g) **Owners Corporation** means the owners corporation created by the registration of the strata plan for the Strata Scheme.
- (h) **Permitted Hours** means 8:00am – 4:00pm Monday – Saturday, public holidays excepted.
- (i) **Strata Committee** means the strata committee of the Owners Corporation established under the Act.
- (j) **Strata Managing Agent** means the strata managing agent of the scheme.
- (k) **Strata Scheme** means the strata scheme created upon registration of strata plan no 96548.

Interpretation

2.2 In this by-law, unless the context otherwise requires or permits:

- (a) the singular includes the plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- (d) a reference to the Owners Corporation includes the strata managing agent, any member of the Strata Committee or any person authorised by the Owners Corporation from time to time;
- (e) references to legislation include references to amending and replacing legislation;
- (f) a reference to the owner includes that owner's invitees, executors, administrators, successors, permitted assigns or transferees;
- (g) a reference to an occupier includes that occupier's invitee;
- (h) to the extent of any inconsistency between the by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail; and
- (i) if any provision or part of a provision in this by-law whether held or found to be void, invalid, or otherwise unenforceable, it shall be deemed to be severed from this by-law (or that provision) to the extent that it is void or invalid or unenforceable but the remainder of this by-law and the relevant provision shall remain in full force and effect.

3. Owners Corporation's powers, authorities, duties & functions

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In addition to the powers, authorities, duties and functions conferred by or imposed on the Owners Corporation pursuant to the Act, the Owners Corporation shall have the additional powers, authorities, duties and functions to regulate the moving of Objects through the common property and moving in and out of the Building, in accordance with this by-law.

4. Owners and occupier's responsibilities

If an owner or occupier intends to move in or out and/or move Objects through the common property, they must:

- (a) give at least forty-eight (48) hours prior notice to the Strata Managing Agent;
- (b) submit a completed Application Form to the Strata Managing Agent;
- (c) pay the Bond;
- (d) only do so within the Permitted Hours;
- (e) not interfere with, prop or disable any security door without proper supervision;
- (f) move the Objects through the Building only in accordance with the reasonable instructions of the Strata Committee or its representative, including any requirements to fit an apron cover to the assigned common property lift and/or protective sheeting/padding on common property;
- (g) not unreasonably obstruct lot or common property;
- (h) if they (or the person making the delivery) drop or spill anything onto common property, immediately remove the item and clean that part of the common property;
- (i) place any cardboard boxes (to be flattened and neatly stacked), packing material and containers or other items used in moving Objects in the appropriate recycling bins;
- (j) in the case of an owner or occupier moving into the Building, must ensure that any boxes, packing material and containers used to facilitate or otherwise assist the move are not deposited anywhere on the common property other than as allocated for garbage and recycling;
- (k) make arrangements for the removal/disposal of unwanted Objects or other bulky goods through the Strata Committee or otherwise. For clarity, no bulky goods or unwanted items or refuse are to be left anywhere on the common property; and
- (l) immediately and at their own cost rectify the damage to any property caused by the moving of Objects.

5. Indemnity

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Owners and occupiers indemnify and shall keep indemnified and save harmless the Owners Corporation against any Claims and whether in respect of property or personal injury or death arising out of or in connection with the moving of Objects and/or breach of this by-law.

6. Default

Should an owner or occupier fail to comply with any obligation under this by-law:

- (a)** the Owners Corporation may request, in writing, that the owner or occupier complies with the terms of the by-law and the owner or occupier must take all reasonable steps to comply with the Owners Corporation's request;
- (b)** the owner or occupier shall, jointly and severally, indemnify the Owners Corporation against any liability, costs, loss or expense incurred by the Owners Corporation should the Owners Corporation be required to carry out any work to rectify the owner or occupier's breach of this by-law; and
- (c)** the Owners Corporation may recover from the owner or occupier, jointly and severally, as a debt in a forum of competent jurisdiction, all of the Owners Corporation's reasonable costs incurred by the Owners Corporation arising out of or in relation to the owner or occupier's breach of this by-law, including but not limited to interest, strata managing agent's fees, expert fees, legal costs and any other expense of the Owners Corporation reasonably incurred in recovering such debt.

7. Bond

- 7.1** Before moving any Objects or moving in or out of the Building, the owner must submit to the Owners Corporation a bond, in the sum of \$500.00 or such other sum as determined by the Owners Corporation from time to time.
- 7.2** Upon the completion of the moving of Objects and the owner or occupier's compliance with clause 4 of this by-law, the Owners Corporation shall return the Bond to the owner or occupier, less any amount recoverable by the Owners Corporation under this by-law.
- 7.3** Any amount payable by the owner or occupier under this by-law which exceeds the Bond amount shall be:
 - 7.3.1** invoiced by the Owners Corporation to the owner or occupier; and
 - 7.3.2** payable by the owner or occupier on the date specified on the invoice as due and payable failing which may be recovered by the Owners Corporation as a debt.

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Annexure "A"

Application Form for Moving In or Out or Moving Objects through the common property

Name(s)	
Lot/unit/apartment #	
Building address	
Contact details	
Description of Objects	Eg 5-seater sofa, king size bed etc
Proposed date of moving in or out or moving Objects	
Expect duration of moving/time	Eg 4 hours from 8:00am
Name and contact details of moving company (if applicable)	
Bond enclosed	Yes/No *please indicate which
Bank account details for bond refund (if any)	Bank account holder's name: Bank: BSB: Account No.

Special By-law No. 4 – Prevention of Hazards ^{vii}

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 create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

Special By-law No. 5 – CCTV Equipment & Footage ^{viii}

1.1 The Owners Corporation through its strata committee shall have the power to control, monitor, view, allow access to and release any CCTV footage in its sole discretion to the maximum extent permitted by law (the "Powers"). The Powers will be exercised in the best interests of the Owners Corporation and always subject to the requirements of law including in case:

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- (a) an injury has occurred;
- (b) there has been common property damage;
- (c) a criminal offence has occurred;
- (d) any Police request;
- (e) the actions of contractors or other persons may be in breach of the terms of their contract;
- (f) there may have been a breach of the by-laws applicable to the Strata Scheme; and/or
- (g) a bona fide request of an Owner or occupier of the building within seven (7) days of an alleged incident, such request to be managed by the strata committee and subject to payment of any prescribed fees set by any law or regulation.

1.2 Owners' and occupiers' obligations

Owners and occupiers shall:

- (a) NOT tamper or interfere with, maliciously damage or remove from their point of installation and/or obstruct any CCTV or security equipment;
- (b) where required give access to and not obstruct the Owners Corporation and/or its contractors, from time to time, for the purposes of the Owners Corporation carrying out works under this by-law; and
- (c) immediately, upon becoming aware of any defect in or damage to any CCTV or other security equipment, report same to the Owners Corporation.

1.3 No liability of Owners Corporation

The Owners Corporation accepts no liability for any breaches of security at the Strata Scheme despite the existence of the CCTV and the CCTV Footage. For clarity, the Owners Corporation will accept no liability for any claims whatsoever from Owners or occupiers or any third parties. The Owners Corporation makes no representations or warranties of any kind, express or implied about the reliability, suitability or effectiveness of the CCTV and all Owners, occupiers and third parties should exercise due care for their own safety and the security of their respective property.

Special By-law No. 6 – By-law for For Lease/Rent, Sale Signs^{ix}

- (a) The Owners Corporation prohibits the erection of For Lease/Rent Signs.
- (b) The Owners Corporation prohibits the erection of a For Sale sign unless such sign complies with the following:
 - (i) That a refundable deposit is payable in the amount of \$150.00 to the Owners Corporation, which will be held against any damage incurred or any breach of this by-law. The amount of the deposit can be amended from time to time as the Owners Corporation sees fit.

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- (ii) In the alternative, that the Owners Corporation may remove the For Sale Sign if it is not removed within the prescribed time period.
- (iii) That a minimum of seven (7) days notice is provided to the Owners Corporation or its agents prior to the erection of the Sign.
- (iv) That only one (1) For Sale Sign is erected at a time.
- (v) That the For Sale Sign must be free standing and cannot be affixed to the property.
- (vi) That the Sign can not exceed 1600 x 1900mm, excluding any framework needed to erect the sign.
That the sign must not obscure the property address or numbering.
- (vii) That the sign MUST be taken down until either:
 - A. 48 hours after the agreement to sell the Lot has been achieved, or
 - B. Four (4) weeks from the erection date, whichever occurs first.
- (viii) That any damage caused by the erection, removal or display of the sign to common property is payable by either the Lot owner and/or its agents.
- (ix) That any damage to the Sign including, but not limited to, graffiti to the Sign during the period of erection, is to be repaired or removed within 48 hours notification of such to the Lot owner or its agents.
- (x) That the Owners Corporation reserves the right to remove the sign within twenty four (24) hours if it impedes any repairs or maintenance to the common property, or causes any liability.

Special By-law No. 7 – By-law for Delegation to Strata Committee to Approve Minor Renovations*

1. INTRODUCTION

The purpose of this by-law is to specifically permit the Owners Corporation to delegate to the Strata Committee the Delegated Functions.

2. DEFINITIONS & INTERPRETATION

2.1 Definitions

In this by-law:

- (a) **Act** means the *Strata Schemes Management Act, 2015 (NSW)*.
- (b) **Building** means building(s) situated at 203 Birdwood Road Georges Hall NSW 2198.

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- (c) **Delegated Functions** means the functions of the Owners Corporation set out in Section 110(6)(b) of the Act including, but not limited to, authorising Minor Renovations and any additional works resolved by the Owners Corporation in a by-law pursuant to Section 110(6)(a) of the Act to be a minor renovation and imposing reasonable conditions thereon.
- (d) **Minor Renovations** means the works set out in Section 110(3) of the Act, Regulation 28 of the *Strata Schemes Management Regulation, 2016* (NSW) and the by-laws made by the Owners Corporation. For clarity Minor Renovations means, as at the date of the making of this by-law, works for and in connection with:
 - (i) renovating a kitchen;
 - (ii) changing recessed light fittings;
 - (iii) installing or replacing wood or other hard floors;
 - (iv) installing or replacing wiring or cabling or power or access points;
 - (v) work involving reconfiguring walls;
 - (vi) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors;
 - (vii) installing a rainwater tank;
 - (viii) installing a clothesline;
 - (ix) installing or replacing a reverse cycle split system air-conditioner;
 - (x) installing double or triple glazed windows;
 - (xi) installing a heat pump; and
 - (xii) installing ceiling insulation,
- PROVIDED they do not consist of the following works:
 - A. work involving structural changes;
 - B. work that changes the external appearance of a lot;
 - C. work involving waterproofing; and/or
 - D. work for which consent or another approval is required under any other legislation.
- (e) **Owners Corporation** means the owners corporation constituted on registration of strata plan number 96548.
- (f) **Strata Committee** means the strata committee, from time to time, of the Owners Corporation established under the Act.

2.2 Interpretation

In this by-law:

- (a) headings are for reference only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (e) any reference to an Owner or the Owners Corporation in this by-law includes their successors and permitted assigns;
- (f) the use of the word "includes" or "including" is not to be taken as limiting the meaning of the words preceding it;
- (g) reference to any statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated;

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- (h) any terms in this by-law which are not defined will have the same meaning as those defined in the Act, the *Strata Schemes Management Regulation, 2016 (NSW)* (the "Regulations") or the *Strata Schemes Development Act, 2015 (NSW)* respectively;
- (i) if any one or more of the provisions contained in this by-law shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this by-law will not be affected or impaired thereby and the invalid, illegal or unenforceable provision(s) shall be deemed severed or modified to the extent which is necessary to make the remainder of the provisions of this by-law enforceable;
- (j) if there is any inconsistency between any by-laws applicable to the Strata Scheme and this by-law, the provisions of this by-law shall prevail to the extent of the inconsistency;
- (k) if there is any inconsistency between this by-law and the applicable strata management statement (if any), then the provisions of the management statement will prevail; and
- (l) where a specific number of a Lot is identified, reference is made to that specific Lot and corresponding Owner in the Strata Scheme.

3. Delegation to Strata Committee to approve Minor Renovations

For the purposes of the management, administration, control, use or enjoyment of the lots or the common property and lots of the Building, the Owners Corporation makes this additional by-law to specifically permit the Owners Corporation to delegate to the Strata Committee, the Delegated Functions. For clarity, in addition to its powers under the Act and the Regulations, this by-law empowers the Strata Committee to exercise the Delegated Functions.

4. Divestment of Owners Corporation's responsibility for Minor Renovations Carried Out

The Owners Corporation specially resolved pursuant to Section 106 (3) of the Act to determine that:

- (a) it is inappropriate to maintain, renew, replace or repair any minor renovations carried out at the scheme including any air-conditioning units whenever installed; and
- (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

Special By-law No. 8 – By-law for Garbage Rooms^{xi}

- (1) The common property Garbage Rooms means the two (2) areas identified on the strata plan as garbage rooms and denoted "CP Garbage Room" on the strata plan and abutting Lot 1 on the ground floor of the strata scheme.

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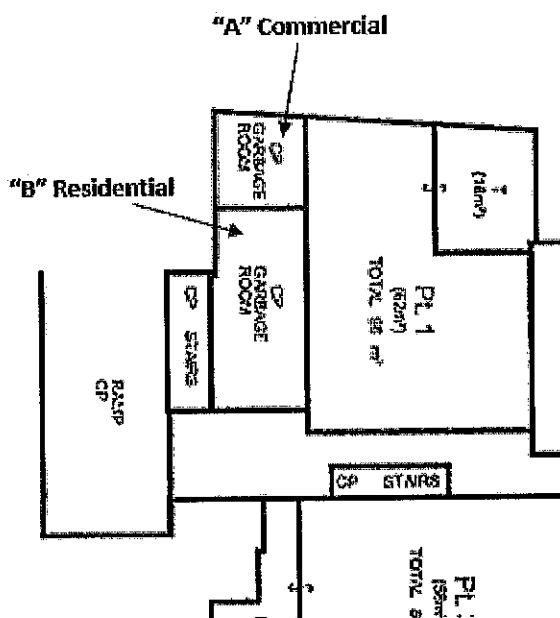
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(2) The Owners Corporation may for the management, administration, control, use or enjoyment of the lots or the common property of the strata scheme close off or restrict access to parts of common property to prevent an residential owner or occupier of a lot from gaining access to areas of common property reserved for commercial owners or occupiers and vice versa and make available issue/code security keys accordingly and charge a reasonable fee for such key required by an owner or occupier of a respective lot for a relevant garbage room, and, in this regard, the Owners Corporation has the power to acquire such materials and hire such labour to carry out the intention of this by-law, from time to time.

(3) Despite anything contained in the by-laws or the registered strata plan applicable to the scheme, the following restrictions shall apply:

(a) The smaller western garbage room marked "A" both on the diagram below and on the entry door of that garbage room is allocated to and access and use is restricted for the benefit of commercial lot owners and occupiers only; and

(b) The larger eastern garbage room marked "B" both on the diagram below and on the entry door of that garbage room is allocated to and access and use is restricted for the benefit of residential lot owners and occupiers only.



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- ⁱ BL 1 – 18 are the residential schemes model by-laws contained in Schedule 3 of the *Strata Schemes Management Regulation, 2016 (NSW)*
- ⁱⁱ BL 5 - Option A adopted
- ⁱⁱⁱ BL 9 - Option A adopted
- ^{iv} SBL 1 – passed by the Owners Corporation at the general meeting held on 31.03.2025
- ^v SBL 2 – passed by the Owners Corporation at the general meeting held on 31.03.2025
- ^{vi} SBL 3 – passed by the Owners Corporation at the general meeting held on 31.03.2025
- ^{vii} SBL 4 – passed by the Owners Corporation at the general meeting held on 31.03.2025
- ^{viii} SBL 5 – passed by the Owners Corporation at the general meeting held on 31.03.2025
- ^{ix} SBL 6 – passed by the Owners Corporation at the general meeting held on 31.03.2025
- ^x SBL 7 – passed by the Owners Corporation at the general meeting held on 31.03.2025
- ^{xi} SBL 8 – passed by the Owners Corporation at the general meeting held on 31.03.2025



Signature: 

Name: Calum Fitzelmons

Authority: Strata Managing Agent

Approved Form 23

Attestation

The seal of The Owners – Strata Plan No 96548 was affixed on 29th April 2025 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act, 2015* (NSW) to attest the affixing of the seal.

Signature:

Name: Calum Fitzsimons

Authority: Strata Managing Agent

Executed at 1:16pm on 29.04.2025 by electronic signature affixed by me, Calum Fitzsimons.



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 96548 was affixed on 29th April 2025 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* (NSW) to attest the affixing of the seal.

Signature: 

Name: Calum Fitzsimons

Authority: Strata Managing Agent

Executed at 1:17pm on 29.04.2025 by electronic signature affixed by me, Calum Fitzsimons.





City of Canterbury Bankstown
PO BOX 8
BANKSTOWN NSW 1885
Telephone: (02) 9707 9000
Email: council@cbc-city.nsw.gov.au

25769:156500

Info Track
GPO Box 4029
SYDNEY NSW 2001

PLANNING CERTIFICATE

Section 10.7(2) of the Environmental Planning and Assessment Act 1979

Certificate No: 20255916
15 August 2025

Land which Certificate is issued for:

Lot 30 SP 96548

Shop 1 / 203 Birdwood Road, GEORGES HALL NSW 2198

Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.

Planning certificates are issued on the Strata Plan, not the lot number. The information on a planning certificate is the same for all the lots in the same Strata Plan property. Your Strata may or may not have a Lot 0. A Planning Certificate issued for Lot 0 has the same information as other lots in that same Strata Plan property.

Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

A handwritten signature in black ink, appearing to read 'Lattof' or 'Lattouf'.

CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN

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

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments

Canterbury Bankstown Local Environmental Plan 2023

1.2 Relevant Development Control Plans

Canterbury Bankstown Development Control Plan 2023

1.3 State Environmental Planning Policies

Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning, Housing and Infrastructure (DPCI) website at <https://www.planning.nsw.gov.au>. The full wording of each SEPP can also be accessed via the NSW Legislation website at <https://legislation.nsw.gov.au>.

State Environmental Planning Policies:

State Environmental Planning Policy (Biodiversity and Conservation) 2021

 Chapter 2: Vegetation in non-rural areas

 Chapter 3: Koala habitat protection 2020

 Chapter 6: Bushland in urban areas

 Chapter 7: Canal estate development

 Chapter 10: Sydney Harbour Catchment

 Chapter 11: Georges River Catchment

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

 Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

 Chapter 2: State and regional development

 Chapter 3: Aboriginal Land

 Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

 Chapter 2: Coastal Management

 Chapter 3: Hazardous and offensive development

 Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021

 Chapter 2: Mining, petroleum production and extractive industries

 Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

 Chapter 2: Infrastructure

 Chapter 3: Educational establishments and child care facilities

 Chapter 4: Major infrastructure corridors

Encompassed within the Biodiversity and Conservation SEPP is the former Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment which applies to the site. The SEPP aims to protect the water quality of the Georges River and its tributaries and the environmental quality of the whole catchment. The objectives of the plan are to be achieved through coordinated land use planning and development control. The plan establishes the framework within which local, State and Federal agencies will consult so that there is a consistent approach to planning and development within the catchment

1.4 **Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act**
Draft SEPPs: Draft State Environmental Planning Policy (Cultural).
Planning proposals: Not applicable.

2 **Zoning and Land Use Under Relevant Planning Instruments**

Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 **Land Use Zone**

Canterbury Bankstown Local Environmental Plan 2023

Date effective from

23 June 2023

Land Use Zone

ZONE E1 – LOCAL CENTRE

1. Permitted without consent

Home occupations

2. Permitted with consent

Amusement centres; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Any other development not specified in item 1 or 3

3. Prohibited

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; Correctional centres; Crematoria; Depots; Ecotourist facilities; Electricity generating works; 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; Sewerage systems; Sex services premises; Signage; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

2.2 **Additional Permitted Uses**

The land, or part of land is affected by Schedule 1 Additional Permitted Uses of the Canterbury Bankstown Local Environmental Plan 2023. For further information visit <https://legislation.nsw.gov.au/> or contact Council on 02 9707 9000.

Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.

2.3 **Minimum Land Dimensions for the Erection of a Dwelling House**

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m². For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

2.4 Area of Outstanding Biodiversity Value
 Not applicable

2.5 Conservation Area and/or Environmental Heritage
 The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

3 Contribution Plans

Canterbury Bankstown Local Infrastructure Contributions Plan 2022

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council's website.

Housing and Productivity Contribution

The Housing and Productivity Contribution applies to development applications for new residential, commercial and industrial development and is collected by Council on behalf of the NSW State Government. The Contributions will help deliver essential State infrastructure such as schools, hospitals, major roads, public transport infrastructure and regional open space.

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. For more information visit <https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system>

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 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.

Housing Code (if in a residential zone) Yes

Rural Housing Code (if in a rural residential zone) Not applicable

Low Rise Housing Diversity Code Yes

Housing Alterations Code Yes

General Development Code Yes

Greenfield Housing Code Not applicable

Inland Code Not applicable

**Commercial and Industrial
(New Building and Alterations) Code** Yes

Commercial and Industrial Alterations Code	Yes
Container Recycling Facilities Code	Yes
Demolition Code	Yes
Subdivision Code	Yes
Fire Safety Code	Yes

**Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>.*

4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m² in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at <https://legislation.nsw.gov.au/>

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 under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

General Exempt Development Code

Yes

Advertising and Signage Exempt Development Code

Yes

Temporary Uses and Structures Exempt Development Code

Yes

Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at <https://www.heritage.nsw.gov.au/>.

Important Disclaimer: Clause 4 and 5 of this Certificate only contain information in respect of that required by clause 4 and 5 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021, in relation to Complying and Exempt Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Exempt or Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued, or work carried out as Exempt Development under the provisions of the SEPP is invalid.

6 Affected Building Notices and Building Product Rectification Orders

Not applicable

7 Land Reserved for Acquisition

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

8 Road Widening and Road Realignment

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

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

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

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

9 Flooding

The land, or part of the land, **is within** the probable maximum flood (PMF) and **may be within** the flood planning area (FPA).

The land, or part of the land, **is subject** to flood related development controls.

You are advised to refer to the following:

- The relevant Development Control Plan (noted in Section 1.2 of this certificate) for further information on Council's approach to Flood Risk Management, and
- Frequently Asked Questions and details on the study relevant to your catchment area are available at Council's Floodplain Management webpage (<https://cb.city/flooding>).

NB: The FPA is the 1% Annual Exceedance Probability (AEP) plus generally a 0.5m freeboard or as outlined in relevant Development Control Plan. While your property is currently not identified within the 1% AEP flood extent mapping, it may fall within the FPA and need to accommodate freeboard to comply with the FPA requirements. Council is currently reviewing the extent of the FPA requirements in response to recent NSW Government changes.

10 Council and Other Public Authority Policies on Hazard Risk Restrictions

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

Land Slip

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

Tidal Inundation

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

Subsidence

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

Acid Sulfate Soils

The land is affected by the Acid Sulfate Soils Assessment Guidelines and Acid Sulfate Soils Planning Guidelines adopted by the Department of Planning and Environment and the NSW Office of Environment & Heritage and notified to the Council that restricts the development of the land because of the likelihood of acid sulfate soils.

Contamination

Council has adopted by resolution a policy concerning the management of contaminated land. The policy applies to all land in the Canterbury-Bankstown Local Government Area and will restrict development of the

land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.cbc-city.nsw.gov.au.

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

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

Any Other Risk (including Aircraft Noise)

ANEF (Australian Noise Exposure Forecast).

Affected by aircraft noise between the 20 and 25 Australian Noise Exposure Forecast levels determined by the Department of the Commonwealth responsible for airports. Please refer to Clause 6.7 of the Canterbury Bankstown Local Environmental Plan 2023 for further information.

11 Bush Fire Prone Land

Not applicable

12 Loose-Fill Asbestos Ceiling Insulation

Not applicable

13 Mine Subsidence

The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 Paper Subdivision Information

Not applicable

15 Property Vegetation Plans

Not applicable

16 Biodiversity Stewardship Sites

Not applicable

17 Biodiversity Certified Land

Not applicable

18 Orders Under Trees (Disputes Between Neighbours) Act 2006

Not applicable

19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works

Not applicable

20 Western Sydney Aerotropolis

Not applicable

21 Development Consent Conditions for Seniors Housing

Not applicable

22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing

Not applicable

23 Water or sewerage services

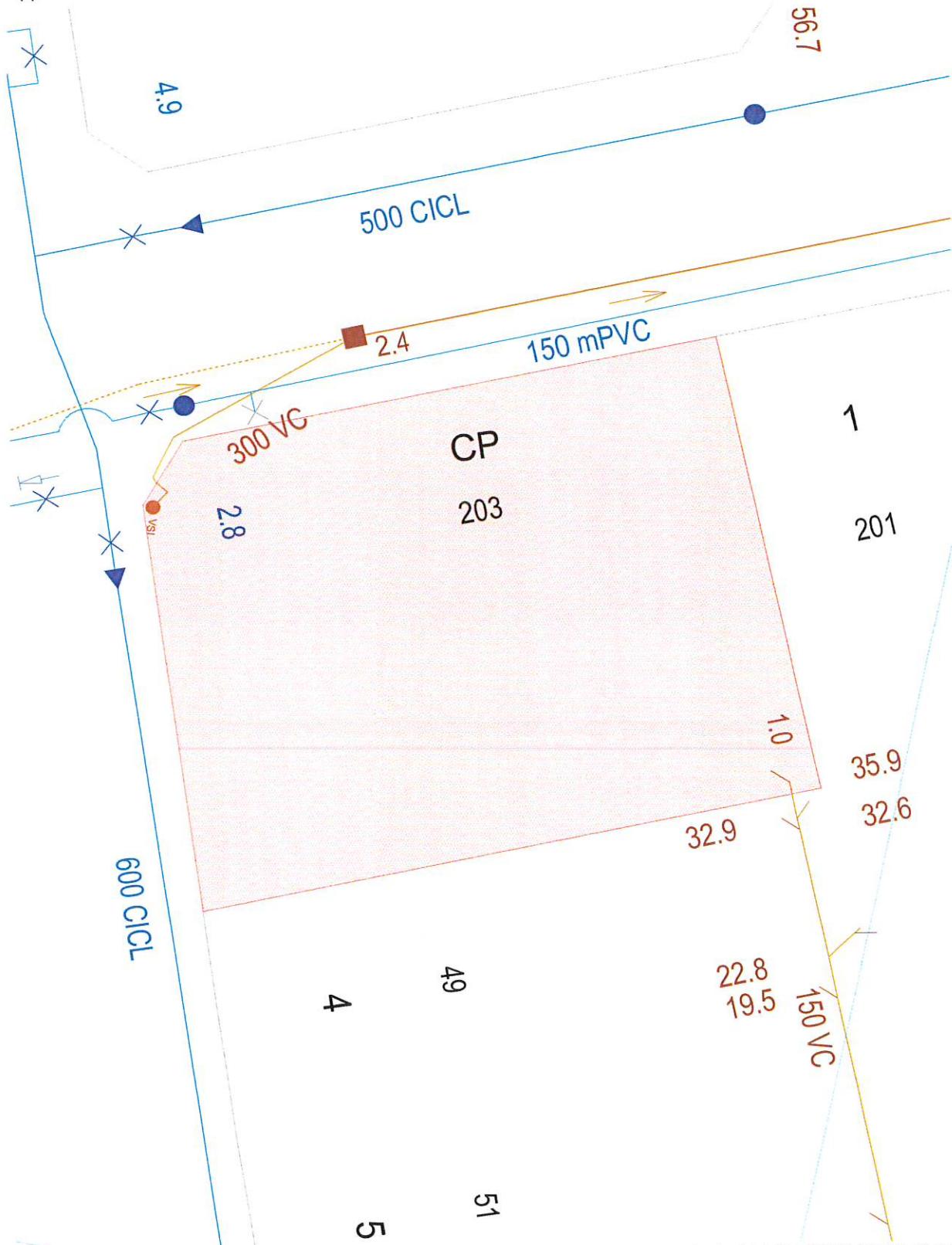
Council has not received a notice from a public water utility that water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

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.

24 Special entertainment precincts

The land or part of the land is not in a special entertainment precinct within the meaning of the [Local Government Act 1993](#), section 202B.

Service Location Print
Application Number: 8004546542



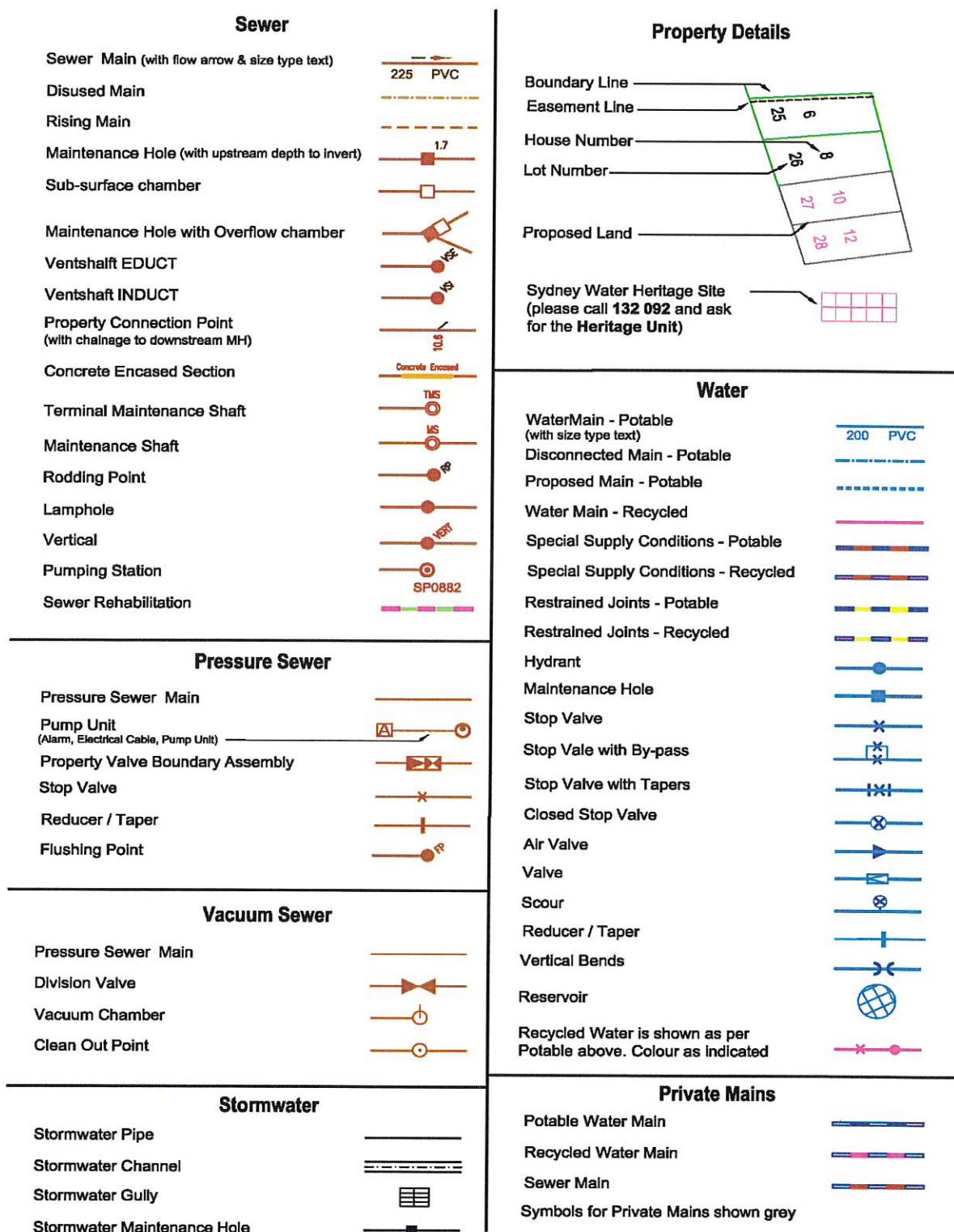
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Disclaimer

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



Disclaimer

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

Pipe Types

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

Further Information

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

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

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

Disclaimer

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

Sewer Service Diagram

Application Number: 8004546543

SEWERAGE SERVICE DIAGRAM

Municipality of Bankstown

SYMBOLS AND ABBREVIATIONS

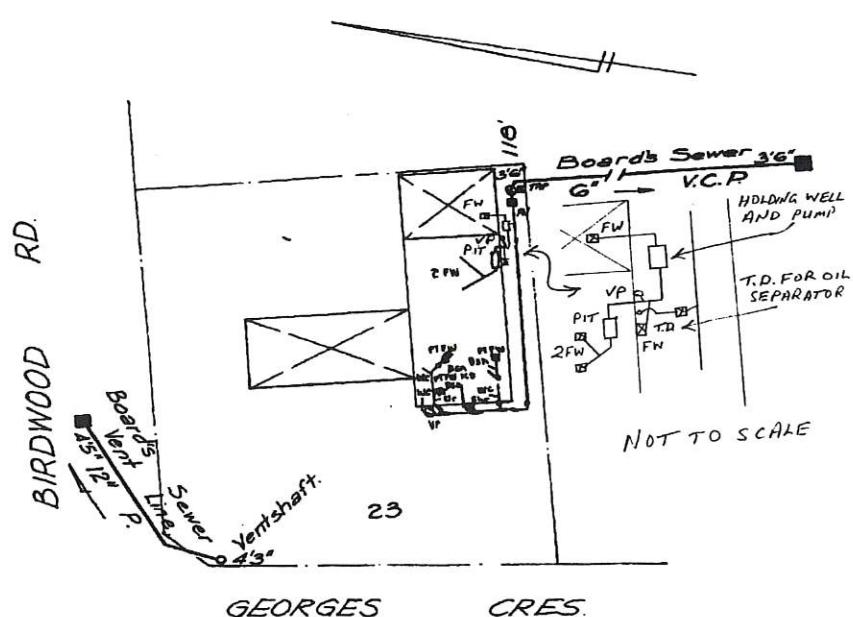
<input type="checkbox"/> Boundary Trap	<input checked="" type="checkbox"/> R.V. Reflux Valve	<input type="checkbox"/> I.P. Induct Pipe	<input type="checkbox"/> Bsn. Basin
<input type="checkbox"/> Pit	<input type="checkbox"/> Cleaning Eye	<input type="checkbox"/> M.F. Mica Flap	<input type="checkbox"/> Shr. Shower
<input checked="" type="checkbox"/> G.I. Grease Interceptor	<input type="checkbox"/> Vertical Pipe	<input type="checkbox"/> T. Tubs	<input type="checkbox"/> W.I.P. Wrought Iron Pipe
<input checked="" type="checkbox"/> Gully	<input type="checkbox"/> V.P. Vent. Pipe	<input type="checkbox"/> K.S. Kitchen Sink	<input type="checkbox"/> C.I.P. Cast Iron Pipe
<input checked="" type="checkbox"/> P.T. P. Trap	<input type="checkbox"/> S.V.P. Soil Vent. Pipe	<input type="checkbox"/> W.C. Water Closet	<input type="checkbox"/> F.W. Floor Waste
<input checked="" type="checkbox"/> R.S. Reflux Sink	<input type="checkbox"/> D.C.C. Down Cast Cowl	<input type="checkbox"/> B.W. Bath Waste	<input type="checkbox"/> W.M. Washing Machine

Scale: 40 Feet To An Inch

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

No. 810825



RATE No.		W.C.s	U.C.s	19...
SHEET No. 10885		OFFICE USE ONLY		For Engineer House Services
DRAINAGE		PLUMBING		
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by
Bth.			Date	
Shr.			Outfall SW	
Bsn.	Examined by	Inspector	Drainer	Inspector
K.S.			Plumber	
T.				
Pig.	Chief Inspector			
Dgo. Int.	Tracing Checked		Boundary Trap	
Dgo. Ext.			is not required	

172-431
1398 107

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Disclaimer

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



Note: Suitable for small office buildings, industrial premises and shop premises which are not the subject of the *Retail Leases Act 1994 (NSW)* where the term of the lease (including the period of any option) does not exceed 3 years.

This lease is made in duplicate on 29 / 11 / 2024,

at LJ Hooker Bankstown Moorebank, 11 Marion Street, Bankstown, NSW 2200 in the State of New South Wales.

PARTIES

Between Gerant Holdings Pty Ltd	PO Box 141, Georges Hall, NSW, 2198	Landlord
	(Name, address, ABN and email address* (see note))	
34A Lancelot Street, Condell Park, NSW, 2200 -	ABN: 14 650 629 931	geranholdings@gmail.com
whose agent is L J Hooker Bankstown Moorebank		Agent
	(Name, business address, ABN and email address* (see note))	
11 Marion Street, Bankstown, NSW, 2200	ABN: 54 627 997 166	bankstown@ljhooker.com.au
and AUS CARE COMMUNITY SERVICES PTY LTD		Tenant
	(Name, business address, ABN and email address* (see note))	
1/203 Birdwood Road, Georges Hall, NSW, 2198	ABN: 52 615 836 541	nicole@auscarecs.com.au
and Nicole Sadek	316 Excelsior Street, Guildford NSW 2161	Guarantor
	(Name, business address, ABN and email address* (see note))	

* **Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

GST REGISTRATION

The Landlord is registered for GST Yes No

The Tenant is registered for GST Yes No

PREMISES

The Landlord leases the premises known as 1/203 Birdwood Road, Georges Hall, NSW, 2198 (address) (title reference) (Premises)

including all the Landlord's Property.

PERMITTED USE

The Premises must only be used as An Office for NDIS Disability Services (Permitted Use).

RENT

Except as otherwise provided the rent is \$1,200.00 (excl. GST)

per Week with the first instalment equal to an amount of \$1,200.00 commencing on 07 / 12 / 2024,

and payable in advance by the Tenant on the Thursday day of every Week

to the Landlord or Agent in the form or manner as directed by the Landlord/Agent on or before the Commencing Date or as the Landlord/Agent notifies in writing to the Tenant from time to time.

TERM

The term of this lease is 156 Weeks (3 Years)

commencing on 07 / 12 / 2024 (Commencing Date) and ending on 08 / 07 / 2027 (Terminating Date).

SECURITY DEPOSIT/BANK GUARANTEE (tick applicable box)

The Security Deposit or Bank Guarantee is for an amount equal to:

\$14,300.00 OR months' rent (plus GST)

and as referred to in clause 36 or 37 (as applicable)

For a Security Deposit pursuant to clause 37, the Security Deposit will be held as follows (tick applicable box):

In trust for the exclusive benefit of the Landlord by either the Landlord's Agent or the Landlord's solicitor, or

Other (please specify): Held by Fair Trading (Rental Bonds Online NSW)

OPTION

Subject to clause 26 of this lease the Landlord offers a renewal of this lease for a further term of ONE (1) years and Zero (0) months.

RENT REVIEW METHOD AND DATES

Refer to clause 27 of this lease.

HOLDING OVER

If, following the Terminating Date, the Tenant remains in occupation of the Premises with the prior written consent of the Landlord, this lease will continue as a periodic lease from month to month at a rent determined in accordance with the rent review method specified in clause 27 or, if no rent review method is specified in clause 27, at a rent to which both parties agree. If no rent review method is specified in clause 27 and the parties are unable to agree on the rent, the rent will be determined in accordance with the rent review method in clause 27B.

OUTGOINGS *Tick applicable box and specify percentage where applicable:*

The Tenant's percentage of outgoings to be paid in accordance with Clause 13(i) is %.

OR

The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 13(ii) is %.

OR

Other (insert here any special conditions relating to outgoings):

100% Water Usage

Tenant is to connect their own Utilities other than water (e.g. electricity, internet etc)

INSURANCE

The minimum amount of cover for public liability insurance referred to in clause 11(iv) at the Commencing Date is:

\$20,000,000

OR

\$10,000,000.00 (specify other amount) (tick applicable amount)

CONDITIONS

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

Note: It is advisable for the Tenant to insure the Tenant's own property

THE LANDLORD AGREES:

Security

1. To ensure that the external doors and windows contain locks and/or catches that are in working order.

Use of Premises

2. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

Rates and Taxes

3. Unless billed directly to the Tenant by a relevant authority, to pay council, water and sewerage rates, land tax and other levies promptly.

Tax Invoices

4. To issue tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the Landlord, the amount payable, the period to which the amount relates, and other such requirements as determined by the Australian Taxation Office from time to time in relation to a valid tax invoice.

THE TENANT AGREES:

Rent

5. i To pay the rent on time by equal instalments in advance (and proportionately for any part of the instalment period) in the manner that the Landlord or Agent may direct from time to time. The Tenant must pay the rent without set-off, counterclaim, withholding or deduction.
- ii To pay, on demand, interest at the rate of 8% per annum above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Landlord may reasonably nominate), compounding monthly on any money payable under this lease to the Landlord which is not received by the Landlord by the date required under this lease. Interest payable under this clause must be calculated from and including the date the outstanding payment was due to and including the date it is actually received by the Landlord.

Consents

6. To obtain, keep current and comply with at its own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being a business that falls within the Permitted Use).

Charges

7. To pay all charges for utilities, including without limitation gas, electricity, telecommunications, water usage and garbage or sanitary rates or charges (as applicable), relating to the Tenant's use and occupation of the Premises.

Care and Security of Premises

8. To take care of the Premises and to keep them in a clean and secure condition, and in particular:

- i To make no alterations or additions to the Premises, including the erection of any sign or antenna or the installation of an air-conditioning unit, solar panels or any mechanical services, without the prior written consent of the Landlord (not to be unreasonably withheld).
- ii Not to do any decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord (not to be unreasonably withheld).
- iii Not to put anything down any sink, toilet or drain likely to cause obstruction or damage.
- iv Not to keep animals on the Premises, without the prior written consent of the Landlord (not to be unreasonably withheld).
- v To notify the Landlord promptly of any infectious disease and take all necessary steps and actions to keep the Premises free of any pest, insect or vermin.

- vi To ensure that rubbish is not accumulated on the Premises and to remove all trade refuse regularly and in a manner acceptable to the Landlord, and to sort and deposit any refuse that is suitable for recycling in the correct recycling receptacles (if any) provided in the Building and/or on the Premises.
- vii To notify the Landlord promptly of any loss, damage, accident or defect in or on the Premises as soon as the Tenant becomes aware of the issue.
- viii To keep the Premises clean and tidy at all times. Unless clause 32 applies, if the Tenant engages an independent cleaning contractor to clean the Premises, it must provide details of such contractor to the Landlord or the Agent as required by the Landlord and/or the Agent.
- ix Secure the Premises when they are unoccupied and comply with the Landlord's directions or instructions from time to time in relation to the security, fire, safety or related requirements and procedures of the Building.
- x Subject to clause 18iv and clause 22, to undertake any works in relation to the Premises as required by legislation from time to time, at the Tenant's cost and subject to the Landlord's prior written approval of such works (not to be unreasonably withheld), including but not limited to works on any external door or window and associated catch or locking mechanism.
- xi Except to the extent required for the Permitted Use stated on the front page of this lease, not bring onto, store, use, manufacture, produce or release any inflammable substance or dangerous substance onto the Premises or the land on which the Premises are situated.
- xii Must not do anything in or around the Premises or Building that may cause annoyance, nuisance, danger, damage, disturbance or offence to the occupiers or owners of any nearby premises or to the Landlord.

Permitted Use and Occupation

- 9. i To use the Premises only for the Permitted Use and not for any other purpose.
- ii That it has independently satisfied itself that the Premises are suitable for the Permitted Use.
- iii Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use and the Landlord has given prior written consent.

Rules and Regulations

- 10. To ensure that the Tenant and the Tenant's employees, licensees, contractors and agents comply with any rules, regulations and by-laws applicable to the Premises and the Building (if any). Such rules, regulations and by-laws may be created, amended, supplemented or replaced from time to time by the Landlord (and, if the Premises form part of a strata scheme, by the owners corporation). This lease prevails to the extent that any such rule, regulation or by-law (other than any rule, regulation or by-law of a strata scheme) is inconsistent with the Tenant's rights and obligations under this lease.

Insurance

- 11. i To arrange and keep current all insurances required by law, including but not limited to workers compensation insurance (as applicable) in relation to the Premises.
- ii To insure and keep insured all glass, windows and doors of the Premises for at least their full replacement value.
- iii To arrange and keep current insurances in relation to the Tenant's business, including the Tenant's property and stock in or on the Premises.
- iv To arrange and keep current public risk insurance covering liability in respect of personal injury, death, property damage, product liability and contractual liability arising from the occupation and/or use of the Premises by the Tenant for the minimum amount per occurrence as noted in this lease or such other reasonable amount notified by the Landlord to the Tenant from time to time.
- v To pay any additional insurance premiums payable by the Landlord as a result of the Tenant's acts or omissions.
- vi To ensure that all insurances effected under this clause are on terms and are provided by an insurer acceptable to the Landlord (acting reasonably) and which note the Landlord as an interested party.
- vii To do nothing in or to the Premises or the Building or keep anything in the Premises or the Building that would or is likely to increase an insurance premium payable on the Premises or the Building except with the prior written consent of the Landlord.
- viii To do nothing which is likely to prejudice, cancel or invalidate any insurance policy which the Tenant or the Landlord has in relation to the Premises or the Building and to promptly notify the Landlord of any circumstances which is likely to prejudice, cancel or invalidate any such insurance policy.

Risk and Indemnity

- 12. i To occupy and use the Premises at the Tenant's own risk.
- ii To indemnify, and to keep indemnified, the Landlord against any claim, demand, remedy, suit, injury, damage, loss, cost and liability in respect of:
 - a any non-payment or delayed payment of rent;
 - b the loss of or damage to part or the whole of the Premises or the Building (or both);
 - c any person for the loss of or damage to their personal property; and
 - d any person for personal injury or death,which occurs arising out of any breach or unlawful or negligent act or omission of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii In such circumstances, the Tenant must meet all claims whether they are made directly against the Tenant or against the Landlord. Any resultant repairs to or works on the Premises or to any part of the Building must be carried out at the Tenant's cost by builders or contractors approved by the Landlord.
- iv To the full extent permitted by law, the Tenant releases the Landlord, its employees, officers, agents and contractors and the Agent from all actions, suits, claims, remedies and demands of any kind and from all liability which may arise in relation to or in connection with any loss, damage, liability, cost, expenses, injury or death in, near or with respect to the Building or the Premises except to the extent it is caused by the Landlord's, or Agent's, unlawful or negligent act or omission.

Outgoings

13. i To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, amounts equal to the Tenant's percentage of outgoings noted in this lease of any and all outgoings and expenses relating to the Premises, the Building and/or the Land including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the Land. Land tax must be calculated on the basis that the Land was the only land owned by the Landlord.

OR

ii ~~To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, for the percentage noted in this lease of all increases in any and all outgoings and expenses relating to the Premises, the Building and/or the Land including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the Land from the financial year that ended immediately before the Commencing Date. Land tax must be calculated on the basis that the Land was the only land owned by the Landlord.~~

AIR CONDITIONING

14. i If one or more air-conditioning units are installed in the Premises and exclusively services the Premises, the Tenant must ensure that they are regularly serviced and maintained (excluding repairs of a capital nature) at the Tenant's cost with a licensed contractor and, on request by the Landlord, the Tenant must supply the Landlord with a copy of service records and documentation (as applicable).

ii If the Landlord and Tenant agree that any air-conditioning unit that exclusively services the Premises is to be replaced, and the Premises form part of a strata scheme, the Tenant agrees that any proposed works (including removal of any existing air-conditioning unit) and specifications relating to the replacement air-conditioning unit must comply with relevant by-laws of the strata scheme, any applicable law or regulation and, where necessary, be approved by the owners corporation of such strata scheme.

iii The Landlord is responsible for any works of a capital nature relating to any air-conditioning unit that exclusively services the Premises, other than any such unit installed by or at the request of the Tenant or a predecessor in title of the Tenant.

15. The Landlord is under no obligation to remove, or carry out works not covered by clause 14iii in respect of, any air-conditioning unit installed in, or supplied to, the Premises and, if no air-conditioning unit exists at the Commencing Date, the Landlord is under no obligation to install any air-conditioning unit or other mechanical services.

BOTH PARTIES AGREE THAT:**Unforeseen Event**

16. i This clause 16 applies if the whole or a substantial part of the Premises or the Building is destroyed or damaged so that the Premises are substantially unfit for use or are substantially inaccessible.

ii If the Premises or the Building (as the case may be) cannot be or are not (or is not) reinstated within a reasonable time, then each of the Landlord and Tenant have the right to terminate this lease on giving at least 5 Business Days' written notice to the other.

iii The Landlord will not be obligated to reinstate the Premises or the Building. However, for the period during which the Premises are substantially unfit for use or are substantially inaccessible, the rent and other money payable by the Tenant under this lease will abate in proportion with the reduction in usability or accessibility.

iv Despite anything in this clause 16 to the contrary, the Tenant will not be entitled to terminate this lease under clause 16ii or to abatement under clause 16iii if the destruction or damage was caused or contributed to by the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees or if any insurance policy does not apply as a result of the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

Inspections and Condition of Premises

17. The Landlord or Agent must inspect the Premises at the Commencing Date and at the end of this lease and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances and services. The Tenant accepts the condition of the Premises as at the Commencing Date. Subject to any contrary provision in this lease, the Landlord is not under any obligation to carry out any repairs, maintenance, additions or alterations. The Tenant must, at its cost, provide to the Landlord or Agent a completed condition report relating to the Premises prior to the Commencing Date if required to do so by the Landlord or Agent.

Repairs and Maintenance

18. i The Tenant must keep the Premises and the Landlord's Property in good repair and condition, and must repair any damage to the Premises or the Landlord's Property caused or contributed to by the neglect, breach or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees. Any repair or maintenance must be carried out at the cost of the Tenant in a proper and workmanlike manner by suitably licensed and appropriately insured contractors. The Tenant must maintain and keep in good repair and condition all mechanical, plumbing, electrical and other fixtures, fixtures, equipment and services on or serving the Premises, including without limitation:

a any ceiling fans, any exhaust fans and any hot water systems; and

b any fire equipment and essential services equipment.

ii The Tenant must ensure that all necessary and required inspections relating to facilities in the Premises, including, but not limited to, air-conditioning systems, fire equipment, essential services equipment and lifts (as applicable), are undertaken at appropriate periodic intervals and that all associated certifications are issued. The Tenant must promptly provide to the Landlord a copy of any such certification.

iii The Tenant must ensure that, at all times, the Tenant and the Tenant's employees, officers, agents, contractors and invitees comply with all laws, rules and regulations relating to the use or occupation of the Premises including all applicable work, health and safety legislation.

iv The Tenant is not responsible for repairing fair wear and tear or for any repair, replacement or maintenance to the extent that it is necessary as a result of fire, storm water, lightning, storm, flood, explosion, riot, civil commotion or terrorism, but except to the extent that any fair wear and tear is caused by or such repair, replacement or maintenance is rendered necessary by any particular use of, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

- v The Tenant is not required to carry out or contribute to any costs or expenses of any works of a capital or structural nature except to the extent that the works are rendered necessary by any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

Access

19. i The Landlord must respect the Tenant's right to privacy.
- ii The Tenant must allow access to the Landlord or Agent:
 - a when it is reasonable that they or either of them should view the condition of the Premises or to enable them to comply with any law or requirement of any relevant authority, or to carry out any work to the Premises or any adjacent property of the Landlord by contractors authorised by the Landlord or Agent; or
 - b to erect 'to let' signs and to show the Premises to prospective tenants, on reasonable notice to the Tenant; or
 - c to erect 'for sale' signs and to show the Premises to prospective purchasers, on reasonable notice to the Tenant.
- iii The Landlord must give the Tenant reasonable notice of the time and date for such access which is to be as convenient as possible for the parties.
- iv The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.
- v If normal trading hours apply to the Building, then the Tenant may not use the Premises outside such normal trading hours unless it complies, at the Tenant's cost, with the Landlord's requirements relating to security or use of facilities in the Building (if any). If required by the Landlord, the Tenant must pay the Landlord's reasonable costs in connection with the Tenant using the Premises outside the normal trading hours, including without limitation costs associated with any security or other personnel and costs associated with the use of facilities in the Building.

Costs, Disbursements and Expenses

20. i The Tenant must pay their own legal costs, disbursements and expenses and must pay the reasonable legal costs, disbursements and expenses of the Landlord in relation to the preparation, negotiation and execution of this lease.
- ii The Tenant must pay the stamp duty and registration fees (if any) payable in connection with this lease.
- iii The Tenant must pay all legal costs, disbursements and expenses of the Landlord in relation to any breach by the Tenant (including, without limit, in connection with any breaches set out in clause 28) and the exercise or proposed exercise of any right, power or remedy available to the Landlord.
- iv The Tenant must pay the Landlord's costs, disbursements and expenses reasonably incurred by the Landlord in connection with a request by the Tenant for the Landlord's consent under this lease whether such consent is granted or not.
- v By way of demand, the Landlord must provide the Tenant with a copy of any account presented to the Landlord in respect of any of the Landlord's costs, disbursements and expenses referred to in this clause (as may be applicable) and the Tenant must reimburse the Landlord such costs, disbursements and expenses within 14 days of the Tenant being provided with the Landlord's demand.

GST

21. In this clause 21, words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as given in that Act. Except to the extent that this lease expresses them to be inclusive of GST, any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are exclusive of GST. If GST is imposed on any supply made to the Tenant under or in accordance with this lease then, unless it is expressed to be inclusive of GST, the amount the Tenant must pay for that supply is increased by the amount of that GST. The Landlord must provide to the Tenant a valid tax invoice in respect of the supply. If the rate of GST is increased or decreased, the parties agree that any amounts referred to in this lease that are expressed to be inclusive of GST must be varied accordingly.

Compliance with laws

22. i Subject to clause 22 (ii) and clause 22 (iii), each party must observe, as applicable to itself, all relevant laws, regulations, by-laws and other standards with respect to the Premises.
- ii The Landlord will not be obligated to observe a requirement under any such laws, regulations, by-laws or other standards that applies in whole or in part as a result of any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii The Tenant must ensure that it observes and complies with, at its cost:
 - a all relevant laws, regulations, notices, orders and requirements of any relevant authority with respect to the use of the Premises, including all fire safety requirements applicable to the Premises; and
 - b any requirement the subject of clause 22(ii).
- iv However, before complying with any such law, regulation, by-law, standard, notice, order or requirement, the Tenant must obtain the Landlord's and/or the Agent's consent where such consent is required under this lease.

Notices

23. Any written notice required or authorised by this lease:
 - i Must be served on the Tenant personally, by pre-paid post to the Premises, by being left in the post box, if any, at the Premises or sent by email to the Tenant's email address stated in this lease or as otherwise notified in writing from time to time by the Tenant to the Landlord.
 - ii Must be served on the Landlord or Agent personally, by pre-paid post to their address as shown in this lease or as notified in writing from time to time to the Tenant, by being left in the post box, if any, at that address or by email to the email address of the Landlord or Agent stated in this lease or as otherwise notified in writing from time to time by the Landlord or the Agent or Landlord's solicitor.
 - iii Where it has been sent by pre-paid post, will be deemed to be served on the earlier of the day it is actually delivered or the 7th Business Day after posting.
 - iv Where it has been sent by email, will be deemed to be served as soon as it is sent, unless the sender receives an automated message indicating that there was an error in the transmission of the email.
 - v May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required period of notice.

Mitigation

24. Where there has been a breach of any condition of this lease by a party, the other parties must take all reasonable steps to minimise any loss or damage which may be, or has been, incurred.

Disputes

25. In any dispute or proceedings between the parties, the parties must act reasonably and in good faith and without delay and make all admissions necessary to enable the real issues to be efficiently determined and resolved.

Renewal/Option

26. i The Tenant must give to the Landlord or the Agent notice in writing not more than 6 months and not less than 4 months prior to the expiration of the initial Term if the Tenant wishes to take a renewal of this lease for the further term stated on the front page of this lease (if any). Provided that the Tenant has given notice in accordance with this clause (time being of the essence), has duly and punctually paid the rent and has duly performed and observed on the Tenant's part all conditions and obligations contained in this lease up to the expiration of the initial Term, the Landlord will, at the cost of the Tenant, grant the Tenant the further term.

ii The starting rent for a further term is to be determined in accordance with the Rent Review Method specified in clause 27 and subject to clauses 27(ii) and 27(iii). If no choice is selected, then the starting rent must be determined in accordance with a CPI Review as calculated under clause 27B and subject to clauses 27(ii) and 27(iii).

iii A lease for any further term must be on the same terms as this lease (including any special conditions and variations to this lease which have become effective during the initial Term) except that the Commencing Date and Terminating Date must be replaced in accordance with the commencing date and terminating date of the further term, the rent from the commencing date of the further term must be the amount determined under clause 26(ii), the provisions relating to renewal/option (including this clause 26) are to be deleted in such a lease and the rent review methods and rent review dates for the further term must be as per the relevant methods and dates for any new lease as indicated in clause 27.

Rent Review

27. i Rent reviews must be conducted by the following methods (*tick the applicable rent review method*) on each of the following specified dates (*tick applicable box for review dates*) and if more than one method is selected then the greater amount must be the revised rent.

ii The parties agree that if the rent is not determined by a Rent Review Date, the Tenant must continue to pay the rent payable immediately before the Rent Review Date until the new rent is determined, with the new rent to apply from the relevant Rent Review Date. The Tenant must account in favour of the Landlord for any difference in rent from the relevant Rent Review Date to the date the new rent is determined in the manner directed by the Landlord or the Agent.

iii Despite any other provision in this lease, the rent from a Rent Review Date must not be less than the rent payable immediately prior to the relevant Rent Review Date.

 27A Market Review

On each anniversary of the Commencing Date of this lease

If the option to renew is exercised, on the commencing date of the new lease

If the option to renew is exercised, on each anniversary of the commencing date of the new lease

The commencing date of any periodic lease from month to month

Other:

i If this option is selected, then, at least 30 days before the relevant Rent Review Date, the Landlord may notify the other in writing that the rent is to be varied to an amount representing the Current Market Rent for the Premises.

ii If the Landlord and the Tenant do not agree as to the Current Market Rent then such rent must be determined by the President of the Real Estate Institute of New South Wales or his/her appointee. The costs of such rental determination must be borne in equal shares by the parties unless otherwise agreed between the parties.

iii Despite clauses 27A(i) and 27A(ii), the Landlord and Tenant may agree to a rent representing the Current Market Rent after the relevant Rent Review Date.

iv A rent agreed or determined under this clause must not be less than the rent payable immediately before the relevant Rent Review Date and must apply from the relevant Rent Review Date.

 27B CPI Review

On each anniversary of the Commencing Date of this lease

If the option to renew is exercised, on the commencing date of the new lease

If the option to renew is exercised, on each anniversary of the commencing date of the new lease

The commencing date of any periodic lease from month to month

Other:

If this option is selected or, if in relation to any date referred to in this clause 27 for which a review option may be selected (other than the commencing date of any periodic lease from month to month), no such selection is made, then on and from each relevant Rent Review Date, the revised rent payable under this lease must be determined in accordance with the following formula:

$$\$A = B \times C/D$$

Where:

- A is the revised rent;
- B is the rent payable in the 12 month period immediately prior to the relevant Rent Review Date;
- C is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the relevant Rent Review Date; and
- D is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the date falling 12 months prior to the relevant Rent Review Date.

27C Fixed Percentage

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

If this option is selected, then the rent on and from each relevant Rent Review Date is calculated as follows:

$$R2 = R1 + (R1 \times FP)$$

Where: R2 is the rent payable on and from the relevant Rent Review Date;

R1 is the rent payable immediately before the relevant Rent Review Date; and

FP is the fixed percentage nominated for the Rent Review Date.

The fixed percentage (FP) is:

 27D Fixed Amount

- On each anniversary of the Commencing Date of this lease
- If the option to renew is exercised, on the commencing date of the new lease
- If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- The commencing date of any periodic lease from month to month
- Other:

If this option is selected, then the rent on and from the relevant Rent Review Date is calculated as follows:

$$X2 = X1 + FA$$

Where: X2 is the rent payable on and from the relevant Rent Review Date;

X1 is the rent payable immediately before the relevant Rent Review Date; and

FA is the fixed amount nominated for the relevant Rent Review Date.

The fixed amount (FA) is:

Termination

28. I If this lease has become a periodic lease from month to month, the Landlord or Tenant may terminate it by giving 1 months' written notice to the other party.

ii The Landlord will have the right to terminate this lease by written notice to the Tenant and re-enter the Premises or to continue this lease as a periodic lease from week to week:

- a where the Landlord has given the Tenant a notice of breach and the Tenant has not remedied the breach within the period specified in the notice;
- b where the Tenant has failed to pay rent for a period in excess of 14 days, whether formally demanded or not;
- c where the Tenant has seriously or persistently breached any clause of this lease; or
- d to the extent permitted by law, upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the Conveyancing Act 1919, as amended, is hereby varied accordingly.)

iii If the Landlord intends to exercise its right to continue this lease as a periodic lease from week to week, it must serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to this lease. Upon service of the notice, this lease must continue with all its conditions, except for the Term and holding over conditions, as a periodic lease from week to week, which may be terminated by 7 days' written notice from the Landlord or Tenant.

iv The Landlord will have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.

v Any action by the Landlord or the Tenant in accordance with clauses 28(i), 28(ii), 28(iii), 28(iv) or 28(vii), will not affect any claim for damages in respect of a breach of a term or condition of this lease.

vi Upon termination or expiry of this lease, the Tenant must remove from the Premises all of the Tenant's Property, including the removal and re-alteration of any additions and alterations made by the Tenant, except any item which the Landlord has notified the Tenant that it need not be removed. The Tenant must promptly make good any damage or defacement occasioned to any part of the Premises in the course of such removal and/or re-alteration and leave the Premises in a clean and tidy condition and free from rubbish.

vii Upon the termination or expiry of this lease for any reason, the Tenant must promptly and peacefully give the Landlord vacant possession of the Premises in the condition it was in on the Commencing Date and in the state of repair required by this lease and must, at the same time, hand over all keys, security cards and passes for the Premises and/or the Building.

viii If the Tenant fails to comply with any of the Tenant's obligations under clause 28(vi) or clause 28(vii), then:

- a the Landlord may do anything that the Tenant has failed to do;
- b in relation to any of the Tenant's Property left on the Premises, the Landlord may do either or both of the following:
 - A. remove and store the Tenant's Property in the manner determined by the Landlord;
 - B. treat the Tenant's Property as abandoned and deal with it in the manner determined by the Landlord. If the Landlord sells the Tenant's Property, the Landlord does not have to account to the Tenant for any proceeds, or provide or keep records concerning the sale, and the Landlord may apply any proceeds as the Landlord sees fit; and
- c the Tenant must pay to the Landlord, within 7 days after the Tenant receives a demand from the Landlord, all costs and expenses incurred by the Landlord under this clause 28(viii).

Termination Notice by Landlord

29. i If the Tenant receives from the Landlord or Agent a notice terminating this lease or a notice demanding immediate possession of the Premises in accordance with the terms of this lease, any acceptance of or demand for rent or money by the Landlord will not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.

ii Where the Tenant unlawfully remains in possession after termination of this lease, the Landlord will be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and/or occupation of the Premises.

Redecoration

30. Regardless of the condition of the Premises on the Commencing Date or fair wear and tear, the Tenant must redecorate the Premises (including, without limitation, paint and re-carpet) during the last 3 months before the Terminating Date or, if earlier terminated, then before the Tenant vacates the Premises.

Parting With Possession

31. i The Tenant must not assign, sub-let, license or part with possession of the Premises or this lease or any part of the Premises or this lease except with the prior written consent of the Landlord (which must not be unreasonably withheld).

ii In seeking the Landlord's consent referred to in this clause, the Tenant must give the Landlord at least 28 days' prior written notice requesting such consent and the Tenant must pay the Landlord any reasonable costs incurred by the Landlord in considering and otherwise dealing with the Tenant's request, whether or not consent is given.

iii The Tenant must provide the Landlord with any information the Landlord requires about the financial standing, resources or business experience of the proposed tenant and any proposed guarantor.

iv The Tenant must ensure that the proposed tenant and proposed guarantor (if any) enter into a deed before this lease is assigned in a form reasonably required by the Landlord under which the proposed assignee covenants to perform all of the Tenant's obligations under this lease.

v If the Landlord requires, the Tenant must ensure that the proposed tenant procures a guarantor acceptable to the Landlord who must give similar guarantees and indemnities as set out in this lease.

vi The Tenant must pay all stamp duty and other taxes in relation to any assignment/sublease or other dealing under this clause 31.

Cleaning

32. i If the Landlord engages cleaning contractors to clean the Premises, the Tenant must allow such persons to clean the Premises and the Tenant must pay the Landlord the sum demanded by the Landlord, acting reasonably, for such cleaning at the same time and in the same manner as rent is payable under this lease. Such sums may be recovered by the Landlord in the same manner as rent is recoverable.

ii The Landlord is not responsible to the Tenant for any loss or damage however occurring or caused by its cleaning contractors, or that contractor's employees, agents or sub-contractors except to the extent any loss or damage is caused by the Landlord's unlawful or negligent act or omission.

Strata Title Conversion

33. The Landlord may register a strata plan, easements, covenants and other title dealings insofar as the same relates to the Building, or any part of it. If required by the Landlord, the Tenant must promptly provide its written consent to the strata plan, easements, covenants and other title dealings, in the form required by the Landlord, to the NSW Land Registry Services or any other relevant government authority. After registration of the strata plan, the Tenant must comply with any by-laws which are not inconsistent with the terms of this lease.

Work Health and Safety

34. i For the purposes of this clause 34, WHS Law means the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2011 (NSW)*.

ii The Tenant agrees and acknowledges that it has management and control of the Premises for the purposes of the WHS Law. The Tenant must comply with, and ensure that its employees, licensees, contractors and agents comply with, the WHS Law and any applicable codes of practice, and ensure that it has adequate systems in place to identify, minimise and control all hazards.

iii If any works on the Premises includes a 'construction project' (as defined in the WHS Law), the Tenant will have principal contractor obligations under the WHS Law in respect of the works, unless it validly appoints another person as principal contractor and authorises the person to have the necessary management and control of the Premises to perform their duties as principal contractor and to discharge the duties of a principal contractor including under Chapter 6 of the *Work Health and Safety Regulation 2011 (NSW)*.

iv The Tenant must notify the Landlord within 3 Business Days of any:

- hazards or risks to the health and safety of persons using the Premises or the Landlord's Property
- hazards, risks or incidents causing any serious lost time injury or any injury where off site medical treatment is required;
- incident involving a near miss which, but for the near miss, could have caused any serious lost time injury or any injury where off site medical treatment is required; and
- notifiable incidents (as defined in the WHS Law).

Guarantor's Liability

35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them are (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other amounts payable by the Tenant under this lease, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied in this lease. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without releasing or affecting the liability of the Guarantors. For clarity, in this clause 35, a reference to "this lease" includes any periodic lease and any lease for the further term stated on the front page of this lease (if any).

Security Tick applicable clause: clause 36 or clause 37

36. i In this clause, "Bank Guarantee" means a guarantee given by an Australian bank acceptable to the Landlord (in its absolute discretion) that:

- is irrevocable, unconditional and has an expiry date falling not earlier than 6 months after the Terminating Date;
- is on terms that the Landlord accepts in its absolute discretion;

- c requires the bank to pay on demand, whether by one or more requests, the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee";
- d is drawn in favour of the Landlord to cover "all of the Tenant's obligations under the lease for the Premises and any associated documents"; and
- e is not in an electronic or digital form.

- ii On or before the Commencing Date, the Tenant must deliver the Bank Guarantee to the Landlord.
- iii The Bank Guarantee is security for the Tenant's performance under this lease.
- iv The Landlord may call on the Bank Guarantee at any time to compensate the Landlord for any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or to pay or compensate the Landlord for any costs or expenses incurred by the Landlord or its Agent in rectifying any breach of this lease by the Tenant (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease).
- v The Tenant must not do anything which could prevent or delay payment by the bank to the Landlord under the Bank Guarantee.
- vi If the Landlord calls on the Bank Guarantee, then the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord under this clause 36 is equal to the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee".
- vii If the front page of this lease under the heading "Security Deposit/Bank Guarantee" indicates that the "Security Deposit/Bank Guarantee" is an amount equal to a number of months' rent plus GST, and the rent is increased pursuant to a rent review, the Tenant must, if requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord is equal to the number of months' rent plus GST indicated on the front page of this lease at the increased rent.
- viii The Landlord or the Landlord's Agent is under no obligation to return the Bank Guarantee to the Tenant until all the Tenant's obligations under this lease have been satisfied.
- ix The Tenant must deliver any replacement Bank Guarantee or additional Bank Guarantee to the Landlord under clause 36(vi) or clause 36(vii) within 5 Business Days after the Landlord gives the Tenant a notice asking for it.
- x The Landlord's appropriation of an amount against the Bank Guarantee:
 - a does not constitute a waiver of a failure by the Tenant to fulfil its obligations; and
 - b does not prejudice any other remedy or right of the Landlord for that failure.
- xi If the Landlord sells, transfers or otherwise disposes of the Premises or the Land, the Tenant must, within 10 Business Days after being requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement Bank Guarantee for the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" drawn in favour of the purchaser, transferee or donee.
- xii The Lessee's obligations under this clause are essential terms of this lease.
- xiii If in the Landlord's opinion, acting reasonably, the Tenant has satisfied all of its obligations under this lease then the Landlord must return the Bank Guarantee to the Tenant after the Terminating Date.

37. i As security for the performance and observance by the Tenant of the terms and conditions of this lease, the Tenant must pay on or before the Commencing Date in favour of the Landlord a security deposit for the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" (**Security Deposit**). The Security Deposit must be paid to the Landlord's Agent or the Landlord's solicitor as directed by the Landlord. The Security Deposit must be held as specified on the front page of this lease under the heading "Security Deposit/Bank Guarantee". All costs and fees relating to the trust account (if any) must be at the Tenant's cost. The Tenant is not entitled to any interest earned on the Security Deposit if the Landlord directs the Landlord's Agent or the Landlord's solicitor to invest the Security Deposit in an interest bearing account. Any interest earned on the Security Deposit will be the property of the Landlord.

ii The Landlord, the Landlord's Agent or the Landlord's solicitor is entitled to deduct from the Security Deposit an amount equal to any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or any costs or expenses incurred by the Landlord or its Agent in rectifying any breach of this lease by the Tenant (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease). If a deduction is made from the Security Deposit, the Tenant must replace the amount deducted within 5 Business Days of written request by the Landlord, the Landlord's Agent or the Landlord's solicitor so that, at all times throughout the Term, the Security Deposit is for the amount required to be provided as stated on the front page of this lease. The Landlord and the Landlord's Agent are under no obligation to return the Security Deposit to the Tenant until after the later of the Terminating Date and all the Tenant's obligations under this lease having been satisfied.

iii If the front page of this lease under the heading "Security Deposit / Bank Guarantee" indicates that the "Security Deposit/Bank Guarantee" is an amount equal to a number of months' rent plus GST, and the rent is increased pursuant to a rent review, the Tenant must, within 5 Business Days after being requested by the Landlord or the Agent to do so, pay to the Landlord an additional sum so that the amount of the security held by the Landlord is equal to the number of months' rent plus GST indicated on the front page of this lease at the increased rent.

Essential Terms

38. The parties agree that clauses 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 32, 33, 36 and 37 are essential terms of this lease.

No Reliance

39. The Tenant acknowledges that, except as stated in this lease, it has not relied on any representations made by or on behalf of the Landlord or the Landlord's Agent in relation to the subject matter of this lease and that the Tenant has relied on its own independent legal, financial, taxation and other professional advice before entering into this lease.

Variation

40. This lease may not be varied or modified unless evidenced in writing and signed by the parties.

Severability

41. If any part of this lease is invalid, illegal or unenforceable, then it must be treated as excluded from this lease and the remainder of this lease will remain unaffected by such exclusion.

Entire Agreement

42. This lease is the entire agreement between the parties in respect of its subject matter and supersedes all previous communications and representations by or on behalf of the parties in respect of that subject matter.

Governing Law

43. This lease is governed by the laws of the State of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts in that State.

Privacy Policy

44. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the Tenant referred to in this lease to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this lease and only applies to the extent that the Landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the Landlord appoints an agent to act for the Landlord, then this Privacy Policy will apply to the Landlord's agent's collection, use and disclosure of personal information on behalf of the Landlord.

The Landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by written notification to the Tenant. Any change to this Privacy Policy takes effect on the date of that written notification. The personal information the Tenant provides in connection with this lease or collected from other sources is necessary for the Landlord and (if appointed) the Landlord's agent to:

- i identify and verify the Tenant's identity;
- ii process and assess any application received in relation to the lease of the Premises;
- iii assess the Tenant's ability to meet their financial and other obligations under this lease;
- iv manage this lease and the Premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- v contact and liaise with goods and services providers as instructed by the Tenant and to provide those providers with the Tenant's personal information;
- vi comply with any applicable law;
- vii liaise and exchange information with the Tenant and the legal and other advisors of the Tenant, Landlord and (if appointed) the Landlord's agent in relation to or in connection with this lease;
- viii negotiate the lease for the Premises;
- ix process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- x comply with any dispute resolution process.

If the personal information is not provided by the Tenant, the Landlord and (if appointed) the Landlord's agent may not be able to carry out the steps described above.

Personal information collected about the Tenant may be disclosed by the Landlord or (if appointed) the Landlord's agent for the purpose for which it was collected, to other parties including to the Landlord (if the Landlord's agent is appointed), the Landlord's mortgagees or head-lessor (in either case, if any), the legal and other advisors of the Tenant, Landlord and (if appointed) the Landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the Tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the Premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the Landlord and/or the Landlord's agent. The Landlord and (if appointed) the Landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the Tenant from misuse, loss, unauthorised access, modification or disclosure.

Further, if the Tenant applies for the lease of the Premises via any third party letting business, including any online letting businesses, then the Tenant will have consented to the disclosure of its personal information by that business to the Landlord and (if appointed) the Landlord's agent. The Tenant consents to the Landlord and (if appointed) the Landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the Tenant fails to comply with its obligations under this lease, then that fact and other relevant personal information collected about the Tenant during the term of this lease may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The Landlord and (if appointed) the Landlord's agent may also use the Tenant's information including personal information for marketing and research purposes to inform the Tenant of products and services provided by the Landlord and (if appointed) the Landlord's agent, which the Landlord and (if appointed) the Landlord's agent consider may be of value or interest to the Tenant, unless the Tenant tells the Landlord or (if appointed) the Landlord's agent (see opt out option below) or has previously told the Landlord or (if appointed) the Landlord's agent not to.

If the Tenant does not wish to receive any information about such products and services then please tick this box: or otherwise notify the Landlord and/or Landlord's agent using the contact details of the Landlord and/or Landlord's agent (as applicable) set out earlier in this lease.

The Tenant has the right to request access to any personal information held by the Landlord and (if appointed) the Landlord's agent which relates to them, unless the Landlord or (if appointed) the Landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the Landlord and the Landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the Landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the Tenant's personal information should be made in writing to the Landlord or (if appointed) the Landlord's agent at the contact details included in this lease. The Tenant has the right to request the correction of any personal information which relates to the Tenant that is inaccurate, incomplete or out-of-date.

By signing this lease, the **Tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and the **Tenant authorises** the Landlord and (if appointed) the Landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

SIGNED BY THE LANDLORD - where the Landlord is a corporation*(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of Gerant Holdings Pty Ltd pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth):ACN 650629931Signature of Director/Secretary /
Authorised Representative

Date

—Signed by:
Gerics Gittany
2555CD7918A423...3/12/2024Signature of Director/Secretary /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Director/Secretary/Authorised Officer/Attorney
(attach a copy of Power of Attorney if applicable)

Name of Signatory (this must be stated)

Gerics Gittany

Authority of Signatory (delete whichever is not applicable)

Director/Secretary/Authorised Officer/Attorney
(attach a copy of Power of Attorney if applicable)**SIGNED BY THE TENANT – where the Tenant is an individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Tenant /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

Name of Witness (this must be stated)

SIGNED BY THE TENANT - where the Tenant is a corporation*(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of AUS CARE COMMUNITY SERVICES PTY LTDACN 615836541pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth):Signature of Director/Secretary /
Authorised Representative

Date

Name of Signatory (this must be stated)

Nicole Sadek

Authority of Signatory (delete whichever is not applicable)

Director/Secretary/Authorised Officer/Attorney
(attach a copy of Power of Attorney if applicable)Signature of Director/Secretary /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

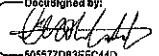
Director/Secretary/Authorised Officer/Attorney
(attach a copy of Power of Attorney if applicable)

SIGNED BY THE GUARANTOR

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /
Authorised Representative**

Date

Signed by:

505577D936FC44D...

4/12/2024

Name of Signatory (this must be stated)

Nicole Sadek

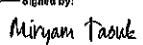
Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

Signed by:

4C723DBC34FA46B...

3/12/2024

Name of Witness (this must be stated)

Miryam Taouk

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /
Authorised Representative**

Date





Name of Signatory (this must be stated)



Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date





Name of Witness (this must be stated)



1/203 Birdwood Road, Georges Hall