

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 98427791	NSW DAN:
vendor's agent	Morton Real Estate Shop 1/91 Lord Sheffield Circuit, Penrith		Phone: 1300 858 221 Fax: 0409 663 535 Ref: David Lipman
co-agent			
vendor	SOO KIL PARK and IN SOOK PARK		
vendor's solicitor	LSB Lawyers Pty Ltd S1-L5 11 The Boulevard Strathfield NSW 2135 Po Box 1236 Strathfield NSW 2135		Phone: 9746 3588 Fax: Ref: 20160355
date for completion	42 days after the contract date	(clause 15)	Email: info@lsblawyers.com.au
land	BUILDING E 633/1-39 LORD SHEFFIELD CCT PENRITH NSW 2750		
(Address, plan details and title reference)	LOT 74 IN STRATA PLAN 96849 74/SP96849		
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> Subject to existing tenancies		
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

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

buyer's agent

vendor

witness

**GST AMOUNT (optional)**

The price includes  
GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

20160355

98427791

vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30) ☐ no ☐ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

land tax is adjustable ☒ NO ☐ yes

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

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

## List of Documents

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

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

The Strata Collective

9137 2320

L3, 3 Spring Street, Sydney NSW 2000

info@thestratacollective.com.au

# SECTION 66W CERTIFICATE

I,  
of , , certify as follows:

1. I am a \_\_\_\_\_ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **BUILDING E 633/1-39 LORD SHEFFIELD CCT PENRITH NSW 2750** from **SOO KIL PARK and IN SOOK PARK** to in order that there is no cooling off period in relation to that contract;
3. I do not act for **SOO KIL PARK and IN SOOK PARK** and am not employed in the legal practice of a solicitor acting for **SOO KIL PARK and IN SOOK PARK** nor am I a member or employee of a firm of which a solicitor acting for **SOO KIL PARK and IN SOOK PARK** is a member or employee; and
4. I have explained to :
  - (a) The effect of the contract for the purchase of that property;
  - (b) The nature of this certificate; and
  - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Date:



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *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 writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –



- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

#### 14 Adjustments

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

#### 15 Date for completion

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

#### 16 Completion

##### • Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.



- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
  - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor 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 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

**23 Strata or community title****• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
  - 23.2.3 'contribution' includes an amount payable under a by-law;
  - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
  - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

**25 Qualified title, limited title and old system title**

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
  - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.



- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
  - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
  - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
  - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
  - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
  - ECNL* the Electronic Conveyancing National Law (NSW);
  - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
  - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
  - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

### 31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

### 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.



## **FURTHER CLAUSES ATTACHED TO CONTRACT FOR SALE OF LAND**

**BETWEEN:  
AND**

**(VENDOR)  
(PURCHASER)**

### **30. ADDITIONAL CLAUSES**

- 30.1 These additional clauses form part of this contract.
- 30.2 If any clause of this contract or any part of it is invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining clauses will not in any way be affected or impaired.
- 30.3 If there is any conflict between the additional clauses and the printed clauses, then the additional clauses will prevail.

### **31. AMENDMENTS TO THE PRINTED FORM OF CONTRACT**

- 31.1 It is agreed that the provisions of the printed form of the Contract for Sale of Land (2005 Edition) shall be amended as follows:
- (a) Clause 4.3, insert the following words at the end "the provisions of this clause only apply where the transferee is a related party to the purchaser as defined in the Duties Act 1997";
  - (b) Clause 7.1.1 is deleted and replaced with the words "any amount is claimed";
  - (c) Clause 7.1.3 by substituting seven (7) days in place of fourteen (14) days;
  - (d) Clause 7.2.1 by substituting 1% in place of 10%;
  - (e) Clause 8, delete "The vendor can rescind if-" and insert "Despite any other provision of this contract, the vendor can rescind if -";
  - (f) Clause 8.1 the words "on reasonable grounds" are deleted;
  - (g) Clause 8.2 the words "and those grounds" are deleted;
  - (h) Clauses 10.1.8 and 10.1.9 delete the word "substance" and insert "existence";
  - (i) Clause 16.5 the words "plus another 20% of that fee" are deleted;
  - (j) Clause 16.6 inserting after the words "the land" in the first line the words "at least seven (7) days before the completion date";
  - (k) Clause 16.7 the words "cash (up to \$2,000) or" are deleted;
  - (l) Clause 16.8 is deleted;
  - (m) Clause 16.12 is deleted;
  - (n) Clause 16 - a further sub-paragraph is added;  
  
"16.14. Any moneys payable under this Contract to the Vendor, by the Purchaser or by the Vendor's Agent, or by any other person, shall be paid to the Vendor's Solicitor, or as that Solicitor may direct in writing.";
  - (o) Clause 21.6 the following words are added at the end of the clause "unless specified";
  - (p) Clause 23.13 of this contract is deleted and replaced with "The Vendor authorises the purchaser to apply for a certificate under section 184 of the Strata Schemes management Act 1996 or section 26 of the Community Land Management Act 1989 in relation to the

lot, the schemes or any other schemes”;

(q) Clause 23.14 of this contract is deleted.

31.2 Despite the provisions of **Clause 7** of this Contract the parties expressly agree that any claim shall be deemed to be an objection or requisition to which the provisions of **Clause 8** shall apply.

### **32. PURCHASER'S ACKNOWLEDGMENTS, WARRANTIES AND REPRESENTATIONS**

32.1 The purchaser represents and warrants that:

- (a) in entering this contract the purchaser:
  - (i) has not relied on any representations or warranties about its subject matter by the vendor or its agent(s) except those set out in this contract,
  - (ii) has relied only on the purchaser's own inquiries or inquiries made on the purchaser's behalf, which relate to the subject matter of this contract including the construction, nature, fitness or suitability for any purpose of the Property or any financial return or income which may be derived from it, and
  - (iii) does not rely on any other letter, document, correspondence or arrangement whether oral or in writing, as adding to or amending the terms, conditions warranties and arrangements of this contract.
- (b) the purchaser has obtained all approvals the law requires to enable the purchaser to enter into and complete the contract.
- (c) the purchaser has either obtained or waived its rights to obtain independent advice on and is satisfied about its obligations and rights under this contract.

32.2 The purchaser acknowledges that:

- (a) the purchaser has inspected the property and accepts the property in its present condition, subject to fair wear and tear: and
- (b) the purchaser cannot make a claim, objection or *requisition*, delay completion or rescind or terminate the contract because of:
  - (i) the condition of the property;
  - (ii) any latent or patent defect in the property;
  - (iii) the presence, nature, location, availability or non-availability of any service, as defined in **clause 10.1.2**, or any easements or rights in connection with such services; and
  - (iv) the discharge of any roof, swimming pool or ground water into the sewer, and
- (c) the purchaser takes title to the property subject to all existing services (as defined in **clause 10.1.2**).

32.3 The purchaser further acknowledges the vendor is entering into this contract in reliance of these warranties and representations.

### **33. INCAPACITY**

33.1 If before completion either party:

- (a) dies, or
- (b) becomes mentally ill,

then other party may rescind the contract in accordance with **clause 19**.

33.2 If before completion either party:

- (a) be declared bankrupt; or
- (b) enter into any scheme; or
- (c) make any assignment for the benefit of creditors; or  
being a Corporation;
- (d) resolves to go into liquidation, or
- (e) has an application for its winding up filed, or
- (f) enters into any scheme of arrangement with its creditors, or
- (g) has a liquidator, receiver, receiver and manager, official manager, or administrator appointed to it,

then that party shall be deemed to be in default under this Contract and the other party may take such action as if the party deemed to be in default had defaulted in the performance of an obligation under this Contract which is or the performance of which has become essential.

#### **34. NOTICE TO COMPLETE**

34.1 When a party is entitled to give a notice to complete making time of the essence for completion of this contract, then 14 days (excluding the date on which that notice is given), is a reasonable period to allow for completion in that notice.

34.2 If the vendor issues a notice to complete in accordance with its rights under this contract, the purchaser must pay to the vendor on completion an additional sum of \$330.00 (inclusive of GST).

#### **35. INTEREST**

35.1 If the purchaser completes this contract but does not do so on or before the completion date, then on completion the purchaser must pay the vendor interest on the balance purchase price at the rate 10% per annum. The interest is to be computed from but excluding the completion date to and including the actual date of completion.

35.2 The definition of *adjustment date* in **clause 1** is amended to be the earlier of the completion date, the giving of possession to the purchaser or completion.

35.3 Payment of interest or adjustments under this clause is an essential term of this contract.

35.4 The purchaser need not pay interest under this clause for any period of delay caused solely by the vendor.

**36. AGENT**

The purchaser warrants that he has not been introduced to the property by a Real Estate Agent other than the agent shown as the "Vendor's Agent" on the front page of this Contract and, if as result of a breach of this warranty, any other real estate Agent makes a successful claim for commission against the Vendor in respect of this matter then the Purchaser shall indemnify the Vendor in respect of such commission and all costs incurred by the Vendor. It is acknowledged that this clause shall not merge on completion.

**37. RELEASE OF DEPOSIT**

Notwithstanding any provision to the contrary contained in this contract, the Purchaser shall permit the whole or part of the deposit paid herein to be released to the Vendor for the purpose of the Vendor applying the amount released as a deposit for the purchase of an alternative property **and/or** for payment of Stamp Duty to OSR for purchase of an alternative property **PROVIDED THAT** any part of the deposit released pursuant hereto shall be released to the trust account of real estate agent **and/or** released to vendor to apply the money for payment of Stamp Duty.

**38. DEPOSIT PAID LESS THAN 10 %**

Despite any other provisions of this agreement, if (a) the deposit agreed to be paid (or actually paid) by the Purchaser is less than ten per cent (10%) of the purchase price; and (b) the Vendor becomes entitled to forfeit the deposit actually paid; the Purchaser will immediately upon demand pay to the Vendor the difference between ten per cent (10%) of the purchase price and the amount actually paid (to the intent that a full ten per cent (10%) of the purchase price if forfeitable by way of deposit upon default). The provisions of this clause are in addition to and not in substitution for the rights of the Vendor under clause 9 of this Agreement.

**39. REQUISITIONS ON TITLE**

For the purpose of Clause 5.1 of this Contract, the Vendor is required to answer the requisitions to the Law Society Residential/ Strata Title Property Requisitions on title.

**40. SWIMMING POOL**

This Clause shall apply if there is a swimming pool on the land. The purchaser warrants it has made and relied upon its own enquiries and agrees that no objection, requisition or claim for compensation shall be made in relation to any Occupation Certificate or Certificate of Compliance. The purchaser shall accept the swimming pool and surrounds and fencing, if any, in its present state of repair and will not make any objection, requisition or claim for compensation in relation thereto or as to compliance or otherwise with the Swimming Pools Amendment Act, 2012, Swimming Pools Act, 1992, Swimming Pools Regulation, 2008, and/or Local Government Act, 1993 or any other relevant legislation and the vendor shall not be required to undertake any work or do anything in respect of the swimming pool or surrounds.

**41. CONDITIONS OF SALE BY AUCTION**

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

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

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:

(a) The principal's reserve price must be given in writing to the auctioneer before the

auction commences.

- (b) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
  - (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 the best interests of the seller.
  - (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 to made or accepted after the fall of the hammer.
  - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- (2) The following conditions, in addition to those prescribed by sub-clause (1) are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
- (a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid.
  - (b) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
  - (c) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.



## STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 3

---

### STRATA SCHEMES MANAGEMENT REGULATION 2016 - SCHEDULE 3

#### SCHEDULE 3 – MODEL BY-LAWS FOR RESIDENTIAL STRATA SCHEMES

(Clause 37)

Note : These by-laws do not apply to a strata scheme unless they are adopted by the owners corporation for the strata scheme or lodged with the strata plan.

#### 1 VEHICLES

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

#### 2 CHANGES TO COMMON PROPERTY

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

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

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

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

- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an

appearance, after it has been installed, in keeping with the appearance of the rest of the building.

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

(4) The owner of a lot must:

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

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

### 3 DAMAGE TO LAWNS AND PLANTS ON COMMON PROPERTY

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

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

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

### 4 OBSTRUCTION OF COMMON PROPERTY

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

### 5 KEEPING OF ANIMALS

**Note :** Select option A or B. If no option is selected, option A will apply.

#### OPTION A

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

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

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

(a) keep the animal within the lot, and

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

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

#### OPTION B

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

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.

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

(a) keep the animal within the lot, and

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

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

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

#### 6 NOISE

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



## **7 BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES**

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

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

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

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

## **8 CHILDREN PLAYING ON COMMON PROPERTY**

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

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

## **9 SMOKE PENETRATION**

**Note :** Select option A or B. If no option is selected, option A will apply.

### **OPTION A**

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

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

## **OPTION B**

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

(a) in an area designated as a smoking area by the owners corporation, or

(b) with the written approval of the owners corporation.

(2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.

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

## **10 PRESERVATION OF FIRE SAFETY**

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

## **11 STORAGE OF INFLAMMABLE LIQUIDS AND OTHER SUBSTANCES AND MATERIALS**

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

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

## **12 APPEARANCE OF LOT**

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

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

### **13 CLEANING WINDOWS AND DOORS**

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

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

### **14 HANGING OUT OF WASHING**

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

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

(3) In this by-law:

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

### **15 DISPOSAL OF WASTE--BINS FOR INDIVIDUAL LOTS [APPLICABLE WHERE INDIVIDUAL LOTS HAVE BINS]**

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

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

(3) An owner or occupier must:

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

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

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

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

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

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

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

(9) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

#### **16 DISPOSAL OF WASTE--SHARED BINS [APPLICABLE WHERE BINS ARE SHARED BY LOTS]**

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

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

(3) An owner or occupier must:

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

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

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

(5) In this by-law:

"bin" includes any receptacle for waste.

"waste" includes garbage and recyclable material.

## **17 CHANGE IN USE OR OCCUPATION OF LOT TO BE NOTIFIED**

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

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

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

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

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

## **18 COMPLIANCE WITH PLANNING AND OTHER REQUIREMENTS**

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

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?



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

**Applications, Orders etc**

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

**Owners Corporation management**

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

**Capacity**

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

**Requisitions and transfer**

46. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
47. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
48. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
49. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
50. The purchaser reserves the right to make further requisitions prior to completion.
51. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.



LAND  
REGISTRY  
SERVICES

## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 74/SP96849

SEARCH DATE	TIME	EDITION NO	DATE
27/4/2022	11:30 AM	2	27/2/2018

LAND

LOT 74 IN STRATA PLAN 96849  
AT PENRITH  
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

IN SOOK PARK  
SOO KIL PARK  
AS JOINT TENANTS (T AN151783)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96849
- 2 AN151784 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

20160355

PRINTED ON 27/4/2022

\* 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.



FOLIO: CP/SP96849

-----

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
27/4/2022	11:30 AM	3	3/6/2021

LAND

-----

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96849  
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PENRITH  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND  
TITLE DIAGRAM SP96849

FIRST SCHEDULE

-----

THE OWNERS - STRATA PLAN NO. 96849  
ADDRESS FOR SERVICE OF DOCUMENTS:  
THE STRATA COLLECTIVE  
LEVEL 3, 3 SPRING STREET  
SYDNEY NSW 2000

SECOND SCHEDULE (13 NOTIFICATIONS)

-----

- 1 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1237525
- 2 J38042 RIGHT(S) MORE FULLY SET OUT IN J38042 APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND COMPRISED IN DP104189
- 3 P850417 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN AS PROPOSED EASEMENT FOR STORMWATER 10 METRE(S) WIDE & VARIABLE WITHIN LOT 8 IN DP583998
- 4 DP1184499 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1237525 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 6 DP1237525 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1237525 EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
- 8 DP1237525 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1237525 RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (A) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1237525 EASEMENT FOR FIRE EGRESS 1 METRE(S) WIDE LIMITED IN STRATUM (F) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 SP96849 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96849

PAGE 2

SECOND SCHEDULE (13 NOTIFICATIONS) (CONTINUED)

STATEMENT FILED WITH SP96849  
 12 SP96849 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND  
 EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA  
 SCHEMES DEVELOPMENT ACT 2015  
 13 AR84108 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 96849

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 71	2	- 54	3	- 52	4	- 54
5	- 54	6	- 66	7	- 66	8	- 66
9	- 70	10	- 54	11	- 55	12	- 54
13	- 54	14	- 69	15	- 66	16	- 53
17	- 53	18	- 53	19	- 69	20	- 65
21	- 65	22	- 66	23	- 69	24	- 70
25	- 70	26	- 69	27	- 71	28	- 66
29	- 65	30	- 53	31	- 53	32	- 53
33	- 69	34	- 65	35	- 65	36	- 66
37	- 69	38	- 70	39	- 70	40	- 69
41	- 71	42	- 66	43	- 65	44	- 53
45	- 53	46	- 54	47	- 70	48	- 66
49	- 66	50	- 66	51	- 70	52	- 70
53	- 71	54	- 70	55	- 72	56	- 66
57	- 66	58	- 54	59	- 54	60	- 54
61	- 70	62	- 66	63	- 66	64	- 66
65	- 70	66	- 70	67	- 71	68	- 70
69	- 72	70	- 66	71	- 66	72	- 54
73	- 54	74	- 54	75	- 70	76	- 66
77	- 66	78	- 66	79	- 70	80	- 70
81	- 71	82	- 70	83	- 72	84	- 66
85	- 66	86	- 54	87	- 54	88	- 54
89	- 70	90	- 66	91	- 66	92	- 67
93	- 70	94	- 71	95	- 72	96	- 70
97	- 72	98	- 67	99	- 66	100	- 54
101	- 54	102	- 54	103	- 71	104	- 66
105	- 67	106	- 67	107	- 71	108	- 72
109	- 72	110	- 71	111	- 73	112	- 68
113	- 67	114	- 54	115	- 54	116	- 55
117	- 66	118	- 63	119	- 50	120	- 63
121	- 51	122	- 69	123	- 66	124	- 53
125	- 67	126	- 69	127	- 66	128	- 63
129	- 51	130	- 63	131	- 66	132	- 70
133	- 67	134	- 54	135	- 67	136	- 70
137	- 66	138	- 63	139	- 51	140	- 64
141	- 66	142	- 70	143	- 67	144	- 54

END OF PAGE 2 - CONTINUED OVER

20160355

PRINTED ON 27/4/2022

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96849

PAGE 3

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

STRATA PLAN 96849

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
145	- 67	146	- 70	147	- 67	148	- 64
149	- 52	150	- 65	151	- 67	152	- 67
153	- 68	154	- 53	155	- 69	156	- 71

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

20160355

PRINTED ON 27/4/2022

\* 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.

Copyright © Office of the Registrar-General 2022

Received: 27/04/2022 11:30:32

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

Property No: 797867  
Your Reference: 20160355  
Contact No.

Issue Date: 26 April 2022  
Certificate No: 22/02095

Issued to: Lsb Lawyers Pty Ltd  
Suite1 Level 5 11 The Boulevard  
STRATHFIELD NSW 2135

PRECINCT 2010

**DESCRIPTION OF LAND**

**County:** CUMBERLAND

**Parish:** CASTLEREAGH

**Location:** E 633/1-39 Lord Sheffield Circuit PENRITH NSW 2750

**Land Description:** Lot 74 SP 96849

**- PART 1 PRESCRIBED MATTERS -**

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

*1(1) The name of each environmental planning instrument that applies to the carrying out of development on the land:*

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

The following State environmental planning policies apply to the land (subject to the exclusions noted below):

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural areas*.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Bushland in urban areas*. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 7 - *Canal estate development*. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 9 - *Hawkesbury-Nepean River*. (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.

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*.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

---

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.  
State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development*.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts*.

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis*.

State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development*.

State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries*.

State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.

State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities*.

***1(2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act:***

A Planning Proposal to amend Penrith Local Environmental Plan 2010 (LEP 2010) applies to this land. The Planning Proposal (Mitigating the Urban Heat Island Effect) seeks to amend LEP 2010 by introducing a new local provision to ensure the mitigation of the urban heat island effect is a major consideration for development. See [www.penrithcity.nsw.gov.au](http://www.penrithcity.nsw.gov.au) for details.

Draft State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land* applies to the land.

Draft State Environmental Planning Policy (Cumberland Plain Conservation) applies to the land.

Draft State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure* applies to the land.

Draft State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities* applies to the land.

Draft State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development* applies to the land.

Draft State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 applies to the land.



**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

---

Draft State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development* applies to the land.

***1(3) The name of each development control plan that applies to the carrying out of development on the land:***

Penrith Development Control Plan 2014 applies to the land.

Draft Development Control Plan 2014 (DCP 2014) - Urban Heat amendment applies to the land. The amendment to DCP 2014 proposes to introduce a new chapter on Urban Heat Management. Please visit Council's website via [www.penrithcity.nsw.gov.au](http://www.penrithcity.nsw.gov.au) for more information.

**2 ZONING AND LAND USE UNDER RELEVANT LEPs**

***For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):***

***2(a)-(d) the identity of the zone; the purposes that may be carried out without development consent; the purposes that may not be carried out except with development consent; and the purposes that are prohibited within the zone. Any zone(s) applying to the land is/are listed below and/or in annexures.***

***(Note: If no zoning appears in this section see section 1(1) for zoning and land use details (under the State Environmental Planning Policy that zones this property).)***

**Zone B2 Local Centre  
(Penrith Local Environmental Plan 2010)**

**1 Objectives of zone**

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To provide retail facilities for the local community commensurate with the centre's role in the local and regional retail hierarchy.
- To ensure that future housing does not detract from the economic and employment functions of a centre.
- To ensure that development reflects the desired future character and dwelling densities of the area.

**2 Permitted without consent**

Home occupations

**3 Permitted with consent**

Boarding houses; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Flood mitigation works; Function centres; Home businesses; Home industries; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

---

centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation

**4 Prohibited**

Pond-based aquaculture; Any other development not specified in item 2 or 3

**Use of certain land at Lord Sheffield Circuit, Penrith**

Despite anything to the contrary detailed above, or any other provision of Penrith Local Environmental Plan 2010 (PLEP 2010), under the provisions of Clause 2.5 and Schedule 1 of PLEP 2010 development for the purposes of exhibition villages, high technology industries, multi dwelling housing, residential flat buildings and seniors housing are permitted with development consent on the part of the subject land identified as "22" on the PLEP 2010 Additional Permitted Uses Map.

**Additional information relating to Penrith Local Environmental Plan 2010**

**Note 1:** Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

**Note 2:** Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

**Note 3:** Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

**Note 4:** A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

**Note 5:** Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

**Note 6:** Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

**Note 7:** Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

**Note 8:** Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

**Note 9:** Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

**Note 10:** Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP 2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

**Note 11:** Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

***2(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed:***

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

***2(f) whether the land includes or comprises critical habitat:***

(Information is provided in this section only if the land includes or comprises critical habitat.)

***2(g) whether the land is in a conservation area (however described):***

(Information is provided in this section only if the land is in a conservation area (however described).)

***2(h) whether an item of environmental heritage (however described) is situated on the land:***

(Information is provided in this section only if an item of environmental heritage (however described) is situated on the land.)

***2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (PRECINCTS – WESTERN PARKLAND CITY) 2021, CHAPTER 3 – SYDNEY REGION GROWTH CENTRES***

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 3 - Sydney region growth centres)

**3 COMPLYING DEVELOPMENT**

***HOUSING CODE***

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

---

### ***RURAL HOUSING CODE***

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Rural Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones.

### ***LOW RISE HOUSING DIVERSITY CODE***

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Low Rise Housing Diversity Code **may** be carried out on the land if the land is within one of the abovementioned zones.

### ***GREENFIELD HOUSING CODE***

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

Complying development under the Greenfield Housing Code **may** be carried out on the land if the land is within one of the abovementioned zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.

### ***HOUSING ALTERATIONS CODE***

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

### ***GENERAL DEVELOPMENT CODE***

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

### ***COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE***

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

### ***SUBDIVISIONS CODE***

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

### ***DEMOLITION CODE***

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

### ***COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE***

(The Commercial and Industrial (New Buildings and Additions) Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

Complying development under the Commercial and Industrial (New Buildings and Alterations) Code **may** be carried out on the land if the land is within one of the abovementioned zones.

### ***FIRE SAFETY CODE***

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

(NOTE: (1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

## ***4 COASTAL PROTECTION***

The land is not affected by the operation of sections 38 or 39 of the Coastal Protection Act 1979, to the extent that council has been so notified by the Department of Public Works.

## ***5 MINE SUBSIDENCE***

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

## ***6 ROAD WIDENING AND ROAD REALIGNMENT***

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

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) an environmental planning instrument, or
- (c) a resolution of council.

## ***7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS***

### ***(a) Council Policies***

The land is affected by the Asbestos Policy adopted by Council.

The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding and the item Noted below).

Note: Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy, Chapter C4 of Penrith Development Control Plan 2014, is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Consideration of council's adopted policy and the application of provisions

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
Environmental Planning and Assessment Act, 1979

---

under relevant State legislation is warranted.

**(b) Other Public Authority Policies**

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.

The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

**7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

(2) This land has been identified as being above the adopted flood planning area (i.e. the 1% Annual Exceedance Probability flood level plus 0.5 metre) but below the Probable Maximum Flood level. Development on the land or part of the land (if such development is permissible on the land) will be considered on a merits based approach and flood related development controls may apply.

**8 LAND RESERVED FOR ACQUISITION**

No environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

**9 CONTRIBUTIONS PLANS**

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *St Marys*, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

**9A BIODIVERSITY CERTIFIED LAND**

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

---

**10 BIODIVERSITY STEWARDSHIP SITES**

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

**10A NATIVE VEGETATION CLEARING SET ASIDES**

(Information is provided in this section only if Council has been notified of the existence of a set aside area by Local Land Services or it is registered in the public register under which section 60ZC of the *Local Land Services Act 2013* relates).

**11 BUSH FIRE PRONE LAND**

The land is not identified as bush fire prone land according to Council records.

**12 PROPERTY VEGETATION PLANS**

(Information is provided in this section only if Council has been notified that the land is land to which a property vegetation plan approved under the *Native Vegetation Act 2003* applies and continues in force.)

**13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

**14 DIRECTIONS UNDER PART 3A**

(Information is provided in this section only if there is a direction by the Minister in force under section 75P(2)(c1) of the Act (repealed on 1st October 2011) that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.)

**15 CONDITIONS FOR SENIORS HOUSING**

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing) 2021 in respect of proposed development on the land; and/or
- (b) State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land and a statement setting out terms of a kind referred to in the Policy, section 88(2) that have been imposed as a condition of development consent granted after 11 October 2007 in relation to the land)

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

---

**16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

(Information is provided in this section only if there is a valid site compatibility certificate (infrastructure), of which council is aware, in respect of proposed development on the land.)

**17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(Information is provided in this section only if:

- (1) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (2) State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land and a statement setting out terms of a kind referred to in the Policy, section 21(1) or 40(1) have been imposed as a condition of consent in relation to the land.)

**18 PAPER SUBDIVISION INFORMATION**

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

**19 SITE VERIFICATION CERTIFICATES**

(Information is provided in this section only if there is a current site verification certificate, of which council is aware, in respect of the land.)

***NOTE: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate***

- (a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)
- (b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)
- (c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)
- (d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)
- (e) The land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.



**PLANNING CERTIFICATE UNDER SECTION 10.7**  
**Environmental Planning and Assessment Act, 1979**

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

**20 LOOSE FILL ASBESTOS INSULATION**

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the home Building Act 1989))

**21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS**

(Information is provided in this section only if Council is aware of any “affected building notice” and/or a “building product rectification order” in force for the land).

**22 STATE ENVIRONMENTAL PLANNING POLICY (PRECINCTS - WESTERN PARKLAND CITY) 2021, CHAPTER 4 – WESTERN SYDNEY AEROTROPOLIS**

The land may be subject to additional planning considerations under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 – *Western Sydney Aerotropolis*:

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Affected by the Lighting Intensity and Wind Shear Map	No
(c)	Affected by the Obstacle Limitation Surface Map	No
(d)	Affected by the “public safety area” on the Public Safety Area Map	No
(e)	Within the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	No

Note: The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Information is provided only to the extent that Council has been notified by the relevant government departments.

Note:

The following section of this certificate is set aside under section 10.7(5) of the Act for the inclusion of information about other matters affecting the land of which the Council may be aware. The Council is not required under the Act to include any information in this section. Please be aware that the inclusion of information about a matter does not indicate that there are no other matters affecting the land of which the Council may be aware. Upon payment by an applicant of the required fee the Council may, pursuant to section 10.7(5) of the Act, provide further advice on other relevant matters affecting the subject land of which it may be aware.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

**Environmental Planning and Assessment Act, 1979**

Additional matters that consent authority must consider

Clause 92 (1)(f) of *Environmental Planning and Assessment Regulation 2000* (the Regulation) applies to the land. Relevantly this clause provides:

- (f) *in the case of a development application for development for the erection of a building for residential purposes on land in Penrith City Centre, the Development Assessment Guideline: An Adaptive Response to Flood Risk Management for Residential Development in the Penrith City Centre published by the Department of Planning and Environment on 28 June 2019.*

A copy of this Guideline is available on the website of the Department.

Clause 92(1)(a)-(e) of the Regulation may also apply to the land.

Note: This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Further information relating to the subject property can be provided under section 10.7(5) of the Act. If such further information is required Council indicates that a full certificate under sections 10.7(2) and 10.7(5) should be applied for. Contact Council for details as to obtaining the additional information.

**Warwick Winn**  
**General Manager**

per

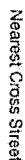


**Please note:**

Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

The Environmental Planning and Assessment (Amendment) Act 2017 No 60 makes structural changes to the Act and, as a consequence, the Act has been renumbered in a decimal format. For example, Section 149 Planning Certificates have become Section 10.7 Certificates. Some of the information in this certificate may refer to the previous version of the Act.

Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any inconvenience caused to the local business, industry and the community.



INDICATES - DRAINAGE FITTINGS

## SYMBOLS AND ABBREVIATIONS

INDICATES - PLUMBING FIXTURES & OR FITTINGS

A3

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF Perth

SUBURB OF Perith

Lot No. 3105 House No. 1-39

STREET Lord Sheffield

Licence No. 106477C

**Licença Nº**

Permit / COC No. AA201708106

Permit No.

**Signature** .....

Date: 11/01/2018.

**Signature**

SCALE: 1:500

SSN Number

	Mixer		Circuit Breaker
	Control Valve		Isolation Valve
	Injection opening		Vertical Pipe
	IP		Indirect Flow
	MFA		MFA
	RFP		RFP
	Roofing Point		Roofing Point
	Vertical Junction		Vertical Junction
	Control Junction		Control Junction
	US Mainframe Steel		US Mainframe Steel
	TUS Term. Metal. Steel		TUS Term. Metal. Steel
	G		G
	Gasless Material		Gasless Material
	Chemical Treatment		Chemical Treatment
	Boundary Tank		Boundary Tank
	Inspection Start		Inspection Start
	PH		PH
	CH		CH
	LT		LT
	Mixer		Mixer

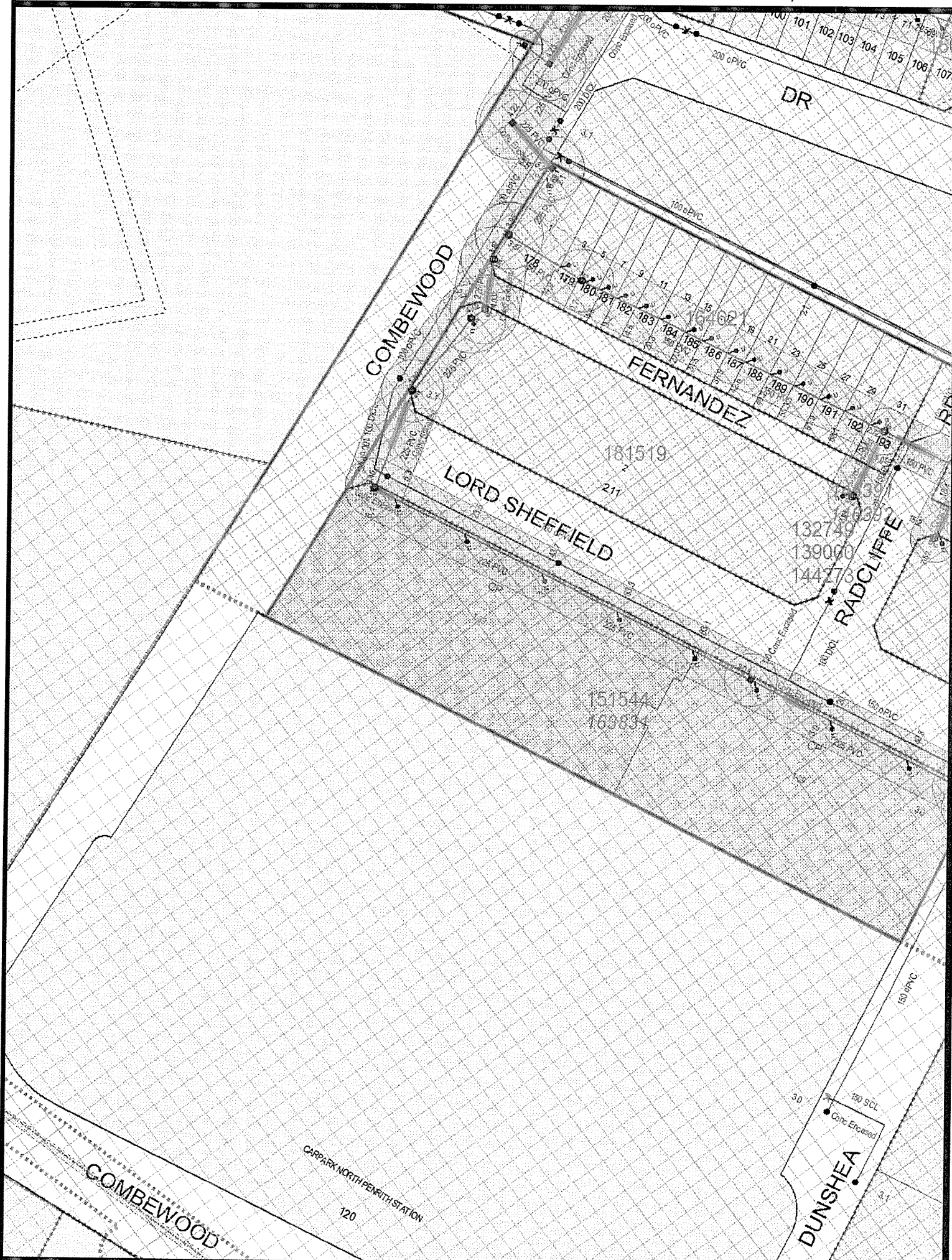
[illegible]

	ELEC.
	Pump Unit
	Boundary Valve
	Boundary Valve with PRT
	Alarm Contact Panel
	LP Stop Valve
	LP Air Valve
	HISV Flow Monitor
	Vacuum Chamber
	FPP Fission Pool

SCALE: 1:500

SSD Number

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

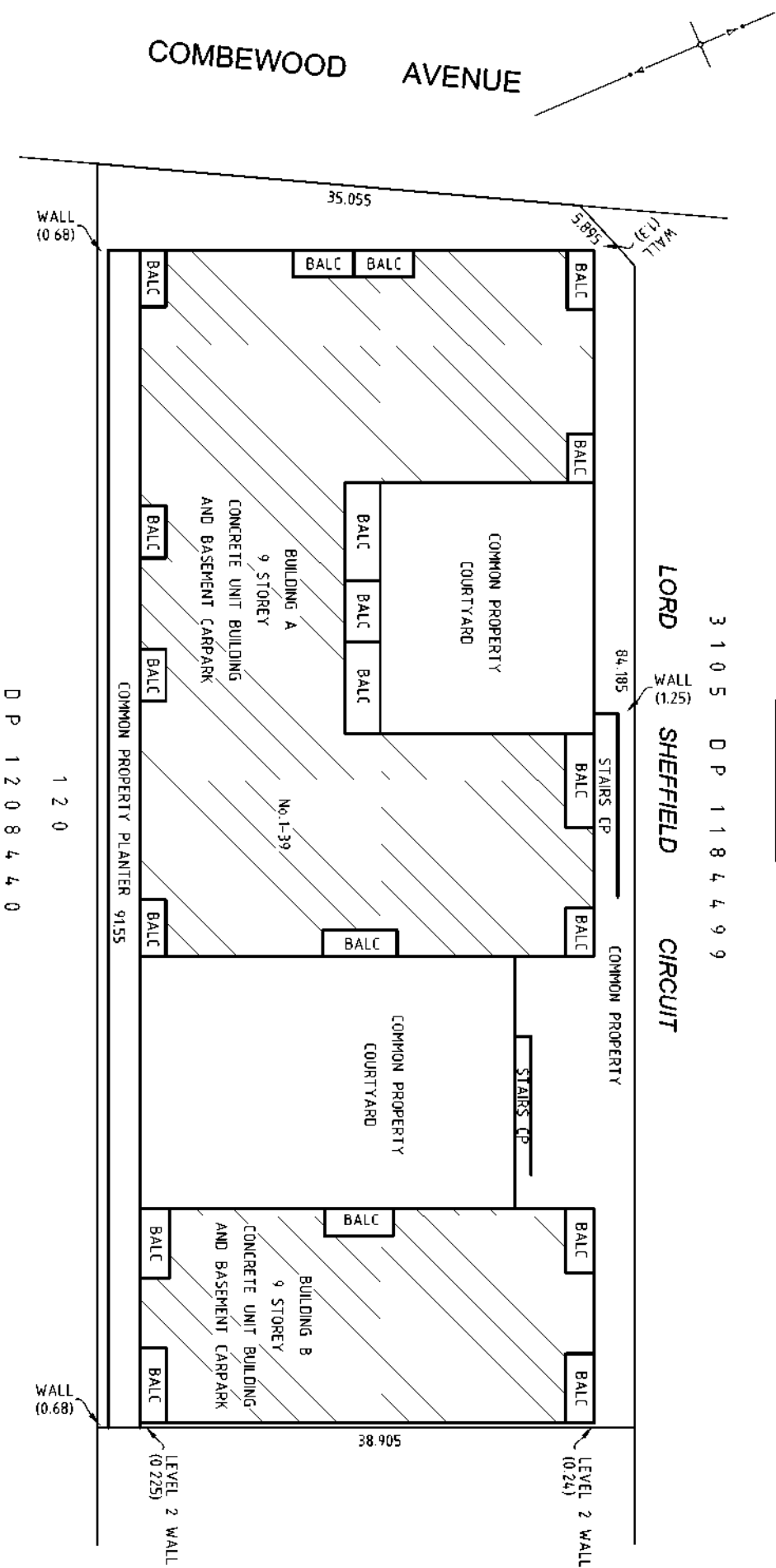


NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's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

## LOCATION PLAN

3 1 0 5 D P 1 1 8 4 4 9 9

**LORD SHEFFIELD CIRCUIT**



120  
DP 1208440

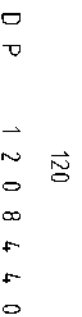
BALC ~ BALCONY  
CP ~ COMMON PROPERTY

**Surveyor:** GLENN HARRIS COX  
**Surveyor Ref:** 42334 010SP1  
**Subdivision No:** 177SC9817  
Lengths are in metres. Reduction Ratio 1: 300

Registered:  
31.1.2018

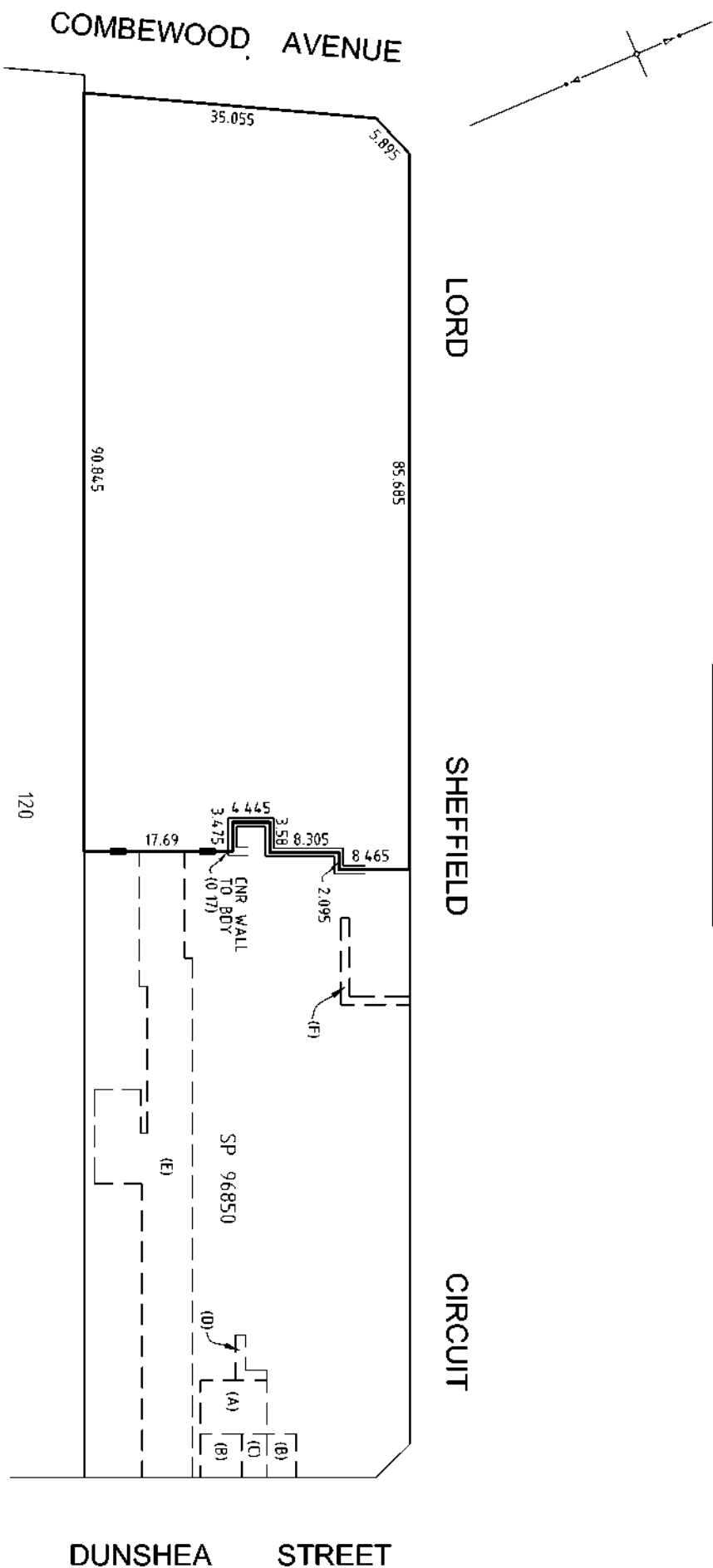
SP96849



# CIRCUIT



SP96849

## LOCATION PLAN - LEVEL 1



-  ~ DENOTES BOUNDARY IS CENTRELINE OF COLUMN  
 ~ DENOTES BOUNDARY IS CENTRELINE OF WALL  
  
 (A) EASEMENT FOR INDOOR SUBSTATION LIMITED IN STRATUM (DP 1237526)  
 (B) RIGHT OF ACCESS 5.245 WIDE LIMITED IN STRATUM (DP 1237526)  
 (C) EASEMENT FOR UNDERGROUND CABLES 2.81 WIDE LIMITED IN STRATUM (DP 1237526)  
 (D) RIGHT OF ACCESS 1.2 WIDE LIMITED IN STRATUM (DP 1237526)  
 (E) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRATUM (DP 1237525)  
 (F) EASEMENT FOR FIRE EGRESS 1 WIDE LIMITED IN STRATUM (DP 1237525)  
 (G) EASEMENT FOR SUPPORT AND SHELTER - WHOLE OF LOT (DP 1237525)  
 EASEMENT FOR SERVICES - WHOLE OF LOT (DP 1237525)

120  
D P 1 2 0 8 4 4 0

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 17/SC98/17  
Lengths are in metres. Reduction Ratio 1:500

Registered:  
31.1.2018

SP96849

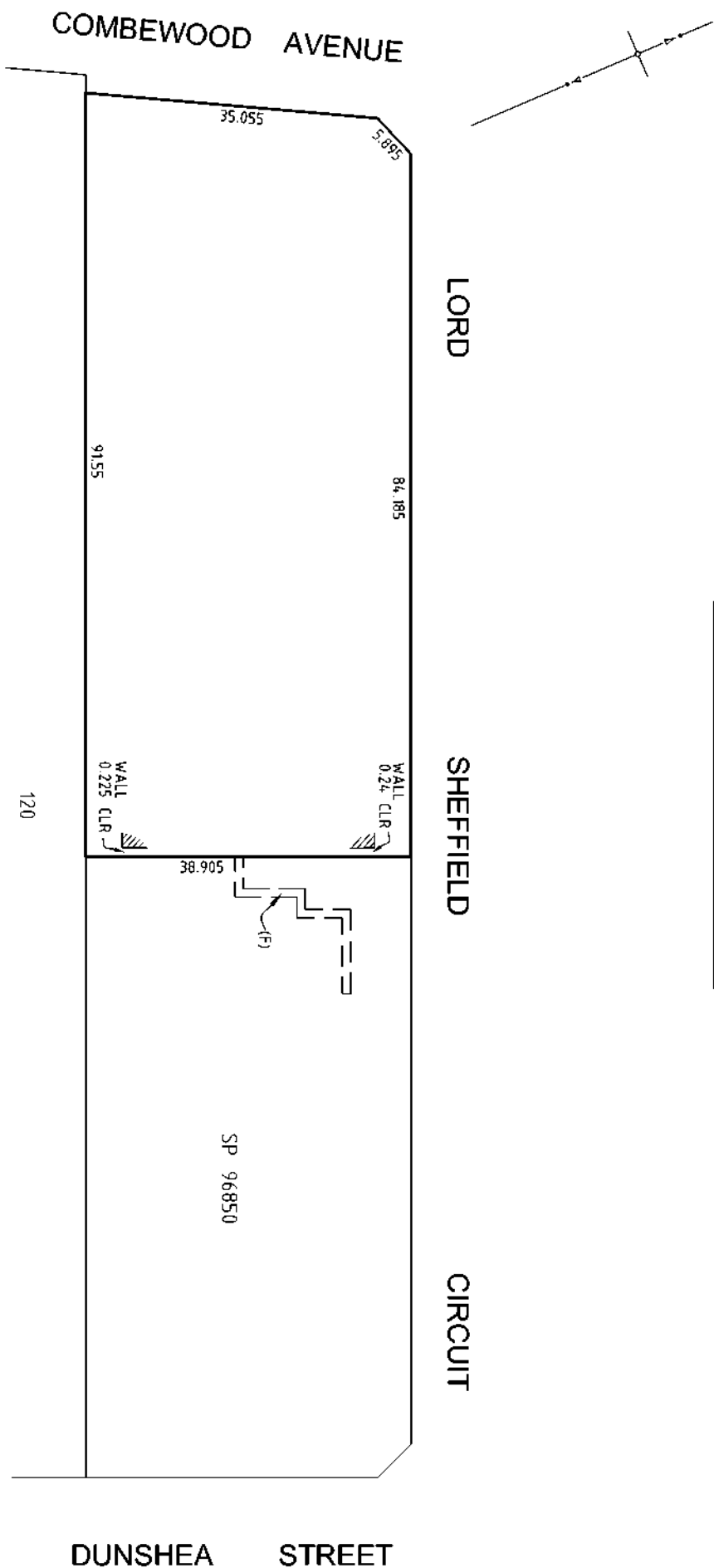
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 20 sheets

LOCATION PLAN - LEVEL 2 AND ABOVE



(F) EASEMENT FOR FIRE EGRESS, 1 WIDE LIMITED IN STRATUM (DP 1237525)  
EASEMENT FOR SUPPORT AND SHELTER - WHOLE OF LOT (DP 1237525)  
EASEMENT FOR SERVICES - WHOLE OF LOT (DP 1237525)

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 17/SC98/17  
Lengths are in metres. Reduction Ratio 1: 500



Registered:  
31.1.2018

SP96849



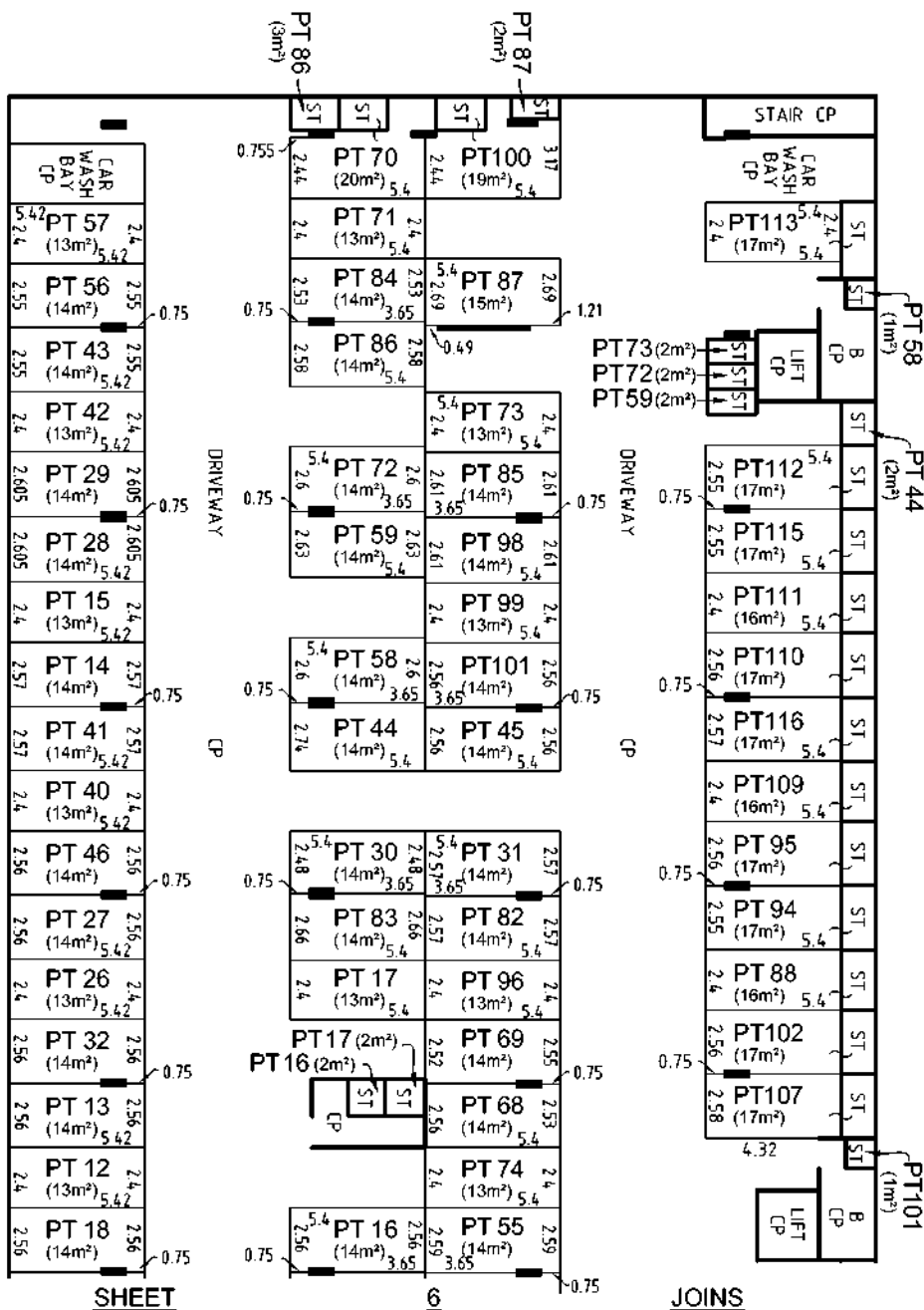
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 5 of 20 sheets

**BASEMENT**



- ~ PROLONGATION OF FACE OF COLUMN
- ~ PROLONGATION OF CENTRELINE OF COLUMN
- ~ PROLONGATION OF STRUCTURE

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015



Surveyor: GLENN HARRIS COX  
 Surveyor Ref: 42334 010SP1  
 Subdivision No: 17/SC98/17  
 Lengths are in metres. Reduction Ratio 1: 200



Registered:  
 31.1.2018

SP96849

B ~ BICYCLE STORE  
 CP ~ COMMON PROPERTY  
 ST ~ STORAGE



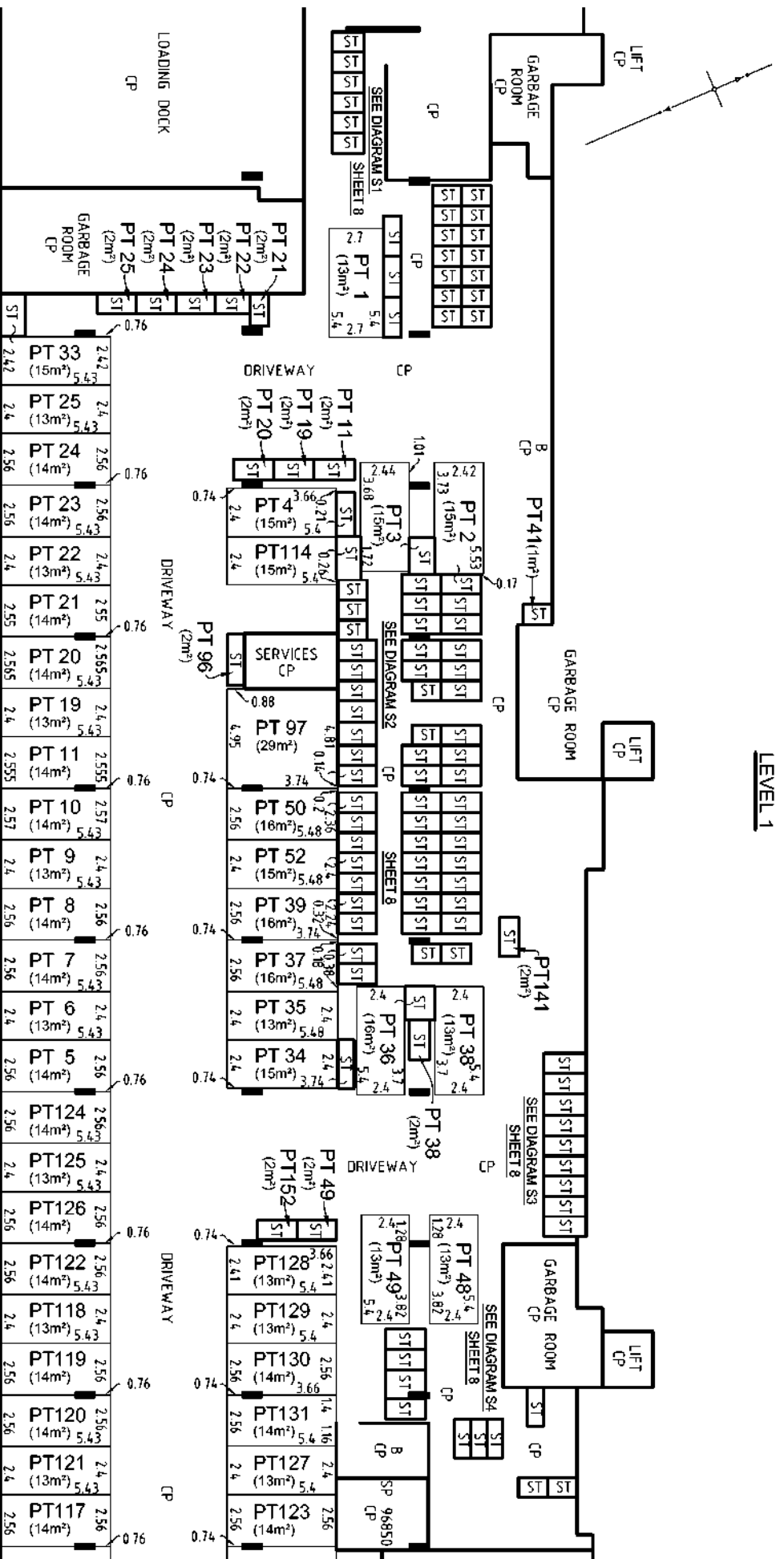
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 7 of 20 sheets

LEVEL 1



- ~ PROLONGATION OF FACE OF COLUMN
- ~ PROLONGATION OF CENTRELINE OF COLUMN
- ~ PROLONGATION OF STRUCTURE

ALL ANGLES ARE 90° UNLESS STATED OTHERWISE

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

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

Surveyor: GLENN HARRIS COX  
 Surveyor Ref: 42334 010SP1  
 Subdivision No: 178/SC98/17  
 Lengths are in metres. Reduction Ratio 1: 200

Registered:  
 31.1.2018

SP96849

B ~ BICYCLE STORE  
 CP ~ COMMON PROPERTY  
 ST ~ STORAGE

SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 8 of 20 sheets

LEVEL 1

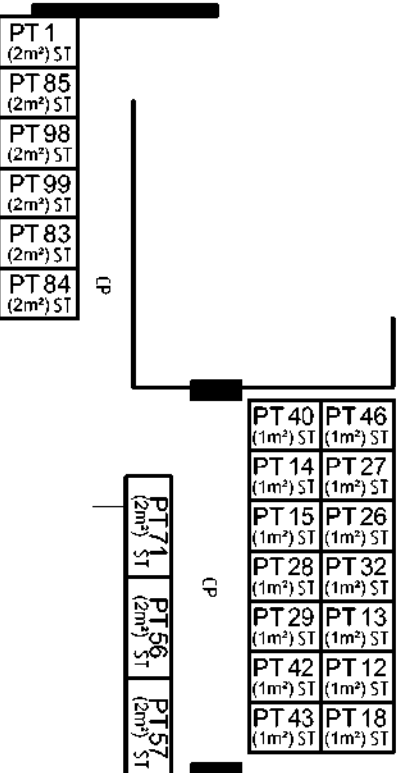
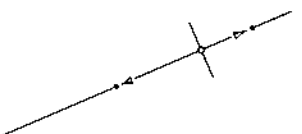


DIAGRAM S1  
SCALE 1:100

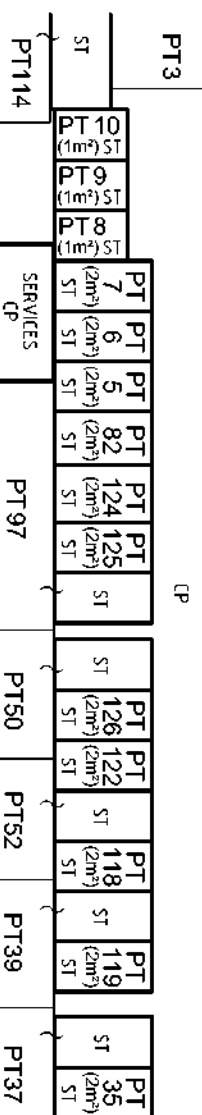
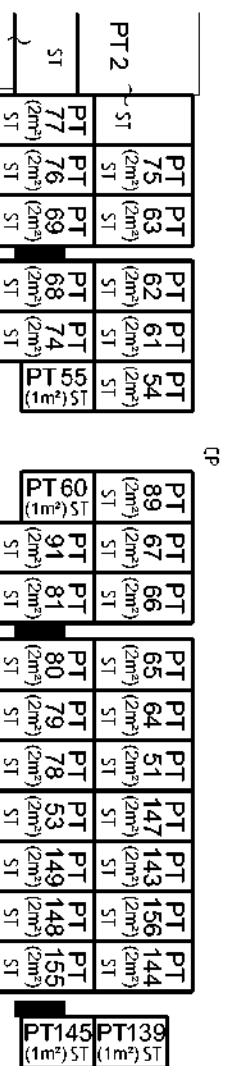


DIAGRAM S2  
SCALE 1:100

DIAGRAM S3  
SCALE 1:100

CP ~ COMMON PROPERTY  
ST ~ STORAGE

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 17/SC98/17  
Lengths are in metres. Reduction Ratio 1: 100

Registered:  
31.1.2018

SP96849

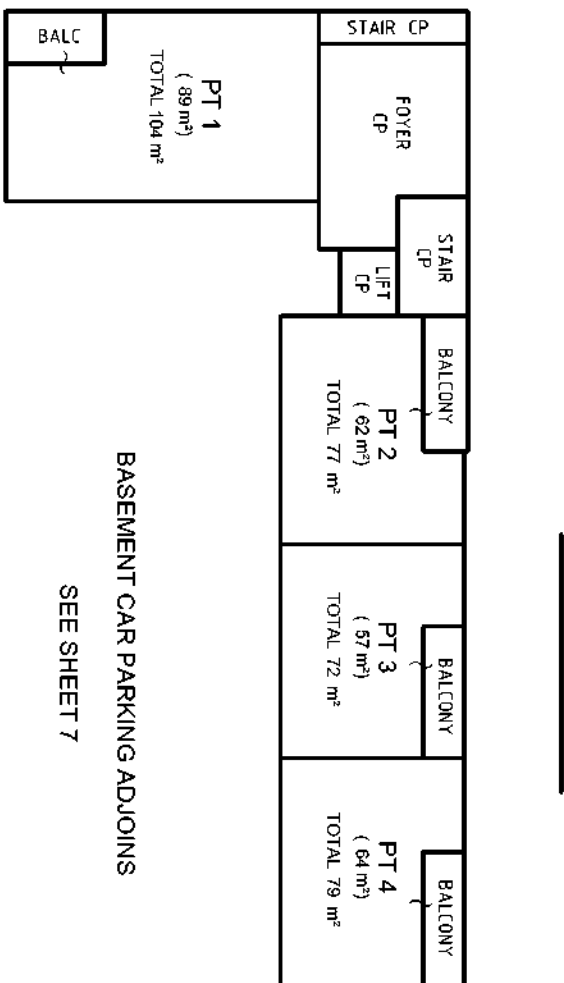
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 9 of 20 sheets

LEVEL 1 - BUILDING A



BASEMENT CAR PARKING ADJOINS  
SEE SHEET 7

CP ~ COMMON PROPERTY  
BALC ~ BALCONY

NOT ALL COMMON PROPERTY PILLARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE ITS  
RESPECTIVE UPPER HARDESTAND SURFACE UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 17/SC98/17  
Lengths are in metres. Reduction Ratio 1: 200



Registered:  
31.1.2018

SP96849

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

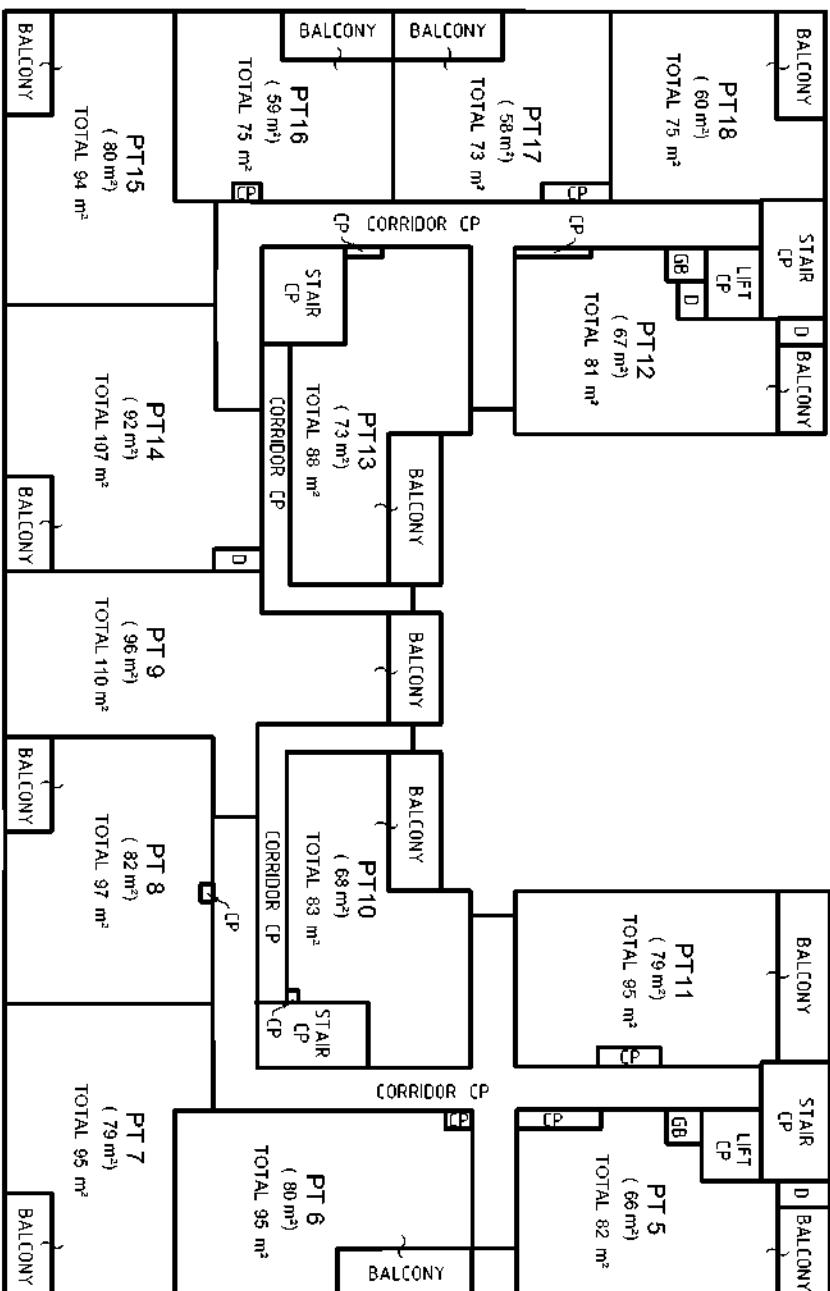
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 10 of 20 sheets

LEVEL 2 - BUILDING A



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GB ~ GARBAGE (COMMON PROPERTY)

NOT ALL COMMON PROPERTY PILARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR  
RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 17/SC98/17  
Lengths are in metres. Reduction Ratio 1: 200

Registered:  
31.1.2018

SP96849

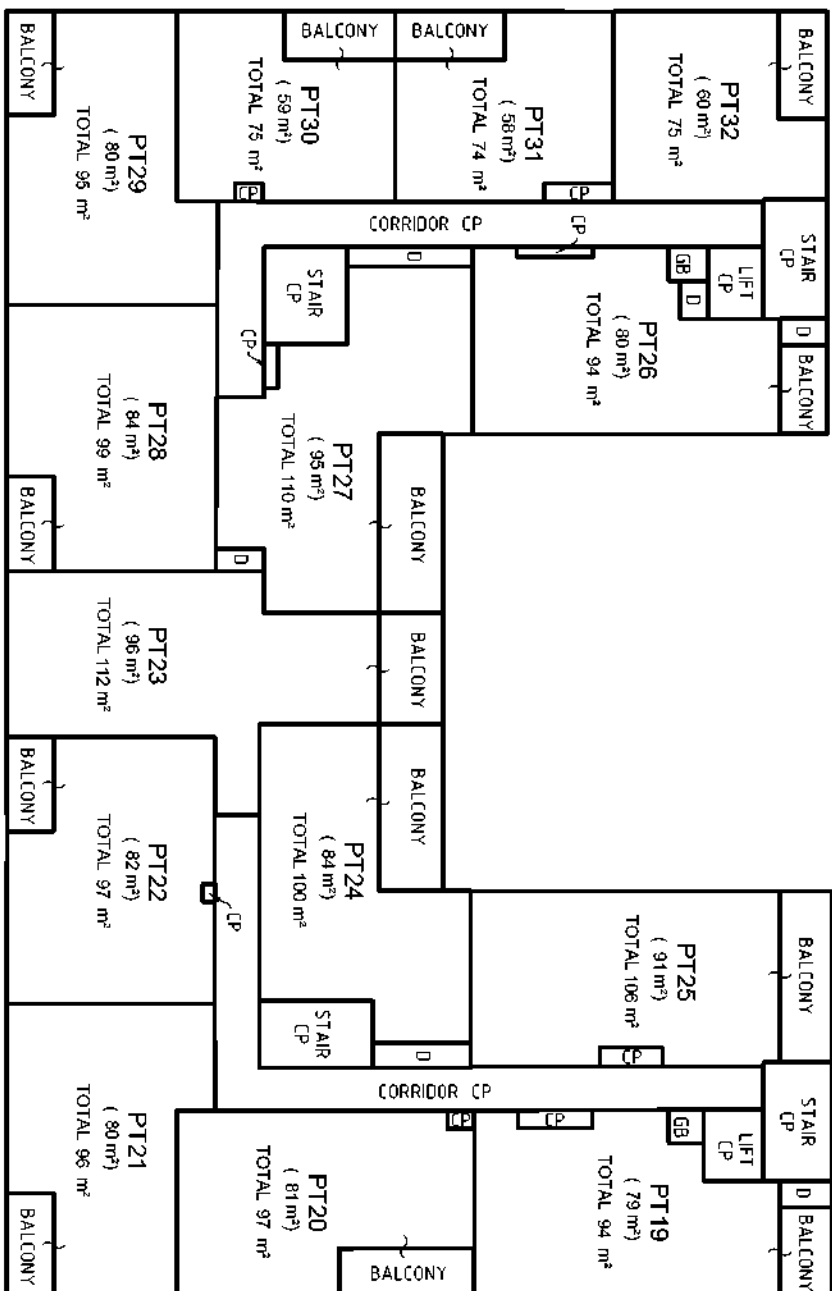
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 11 of 20 sheets

LEVEL 3 - BUILDING A



CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GB ~ GARBAGE (COMMON PROPERTY)

NOT ALL COMMON PROPERTY PILLARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR  
RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 178C98/17  
Lengths are in metres. Reduction Ratio 1: 200

Registered:  
31.1.2018

SP96849

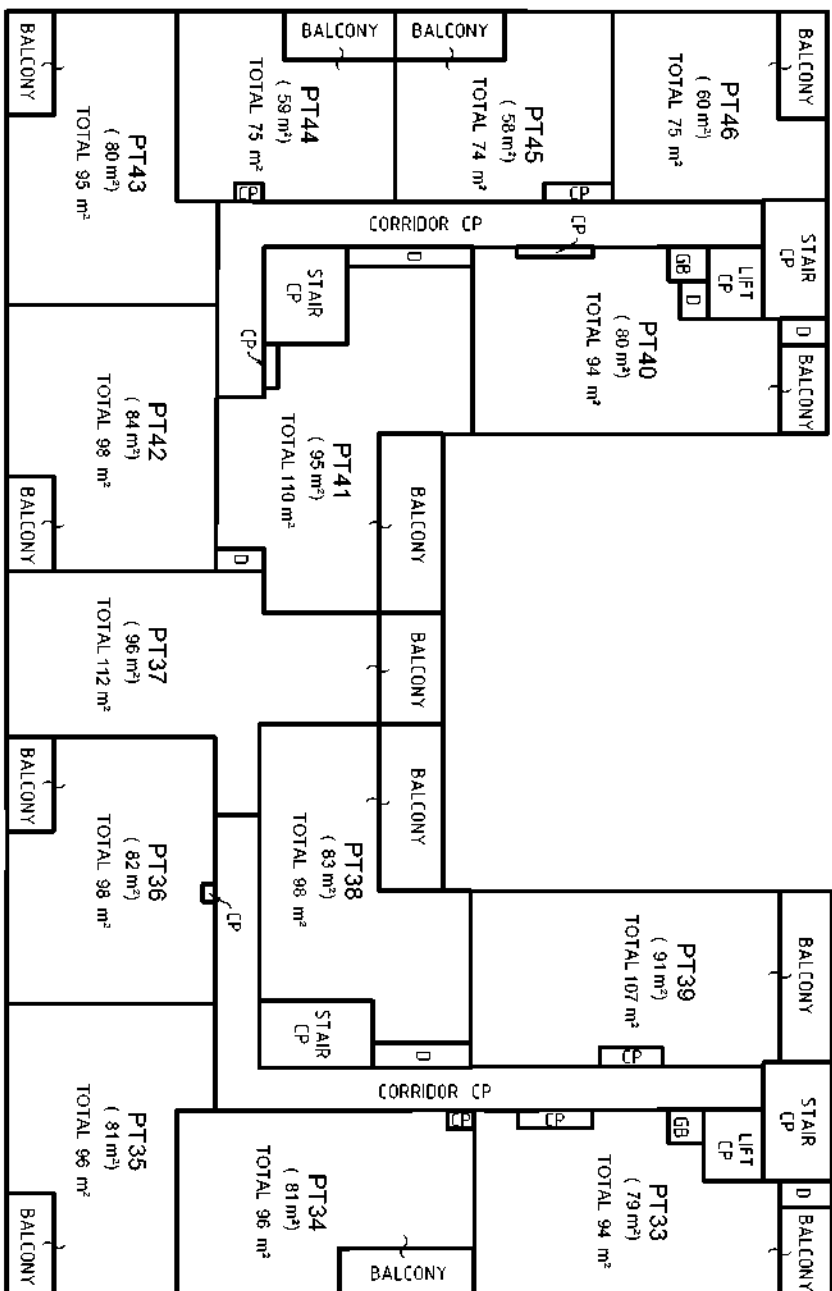
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 12 of 20 sheets

LEVEL 4 - BUILDING A



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GB ~ GARBAGE (COMMON PROPERTY)

NOT ALL COMMON PROPERTY PILLARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR  
RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 17/SC98/17  
Lengths are in metres. Reduction Ratio 1: 200

Registered:  
31.1.2018

SP96849



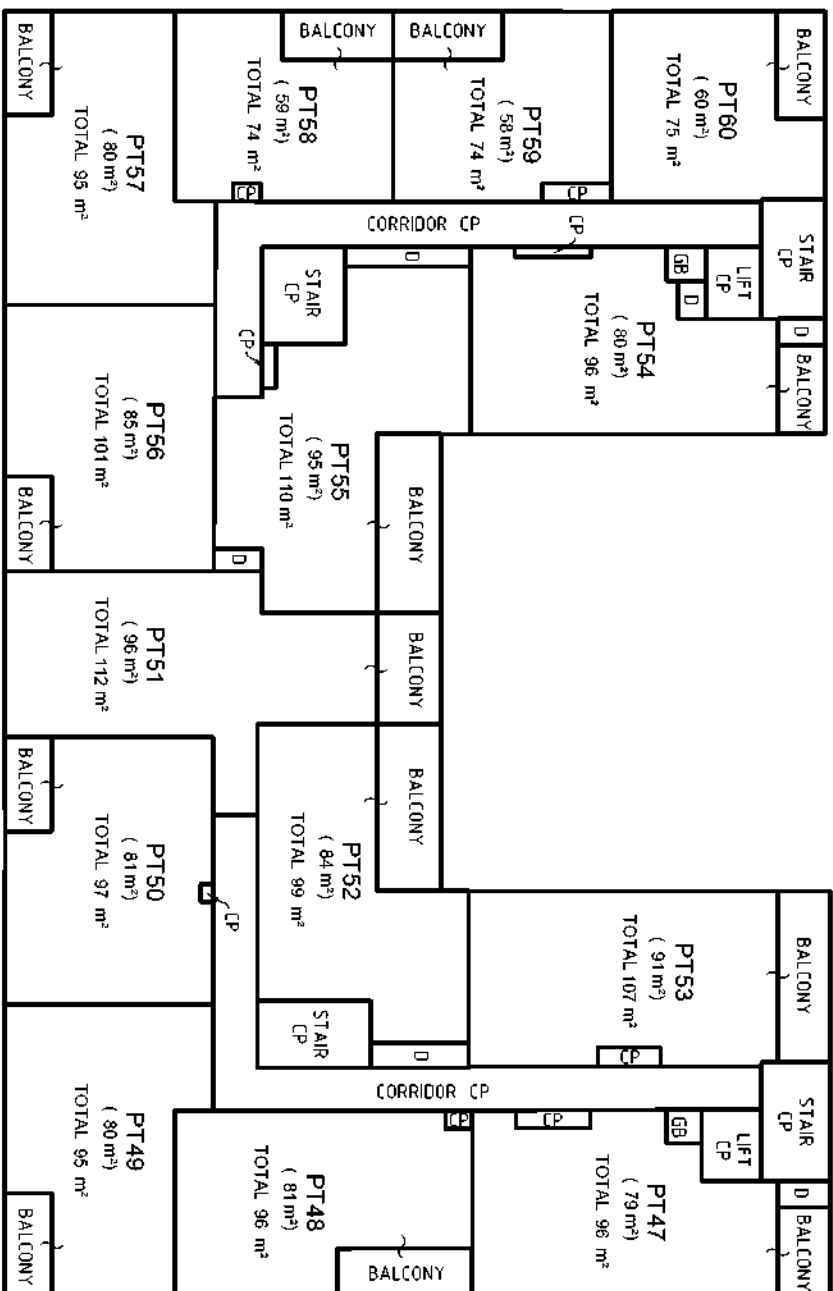
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 13 of 20 sheets

LEVEL 5 - BUILDING A



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GB ~ GARBAGE (COMMON PROPERTY)

NOT ALL COMMON PROPERTY PILLARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 178C98/17  
Lengths are in metres. Reduction Ratio 1: 200

Registered:  
31.1.2018

SP96849

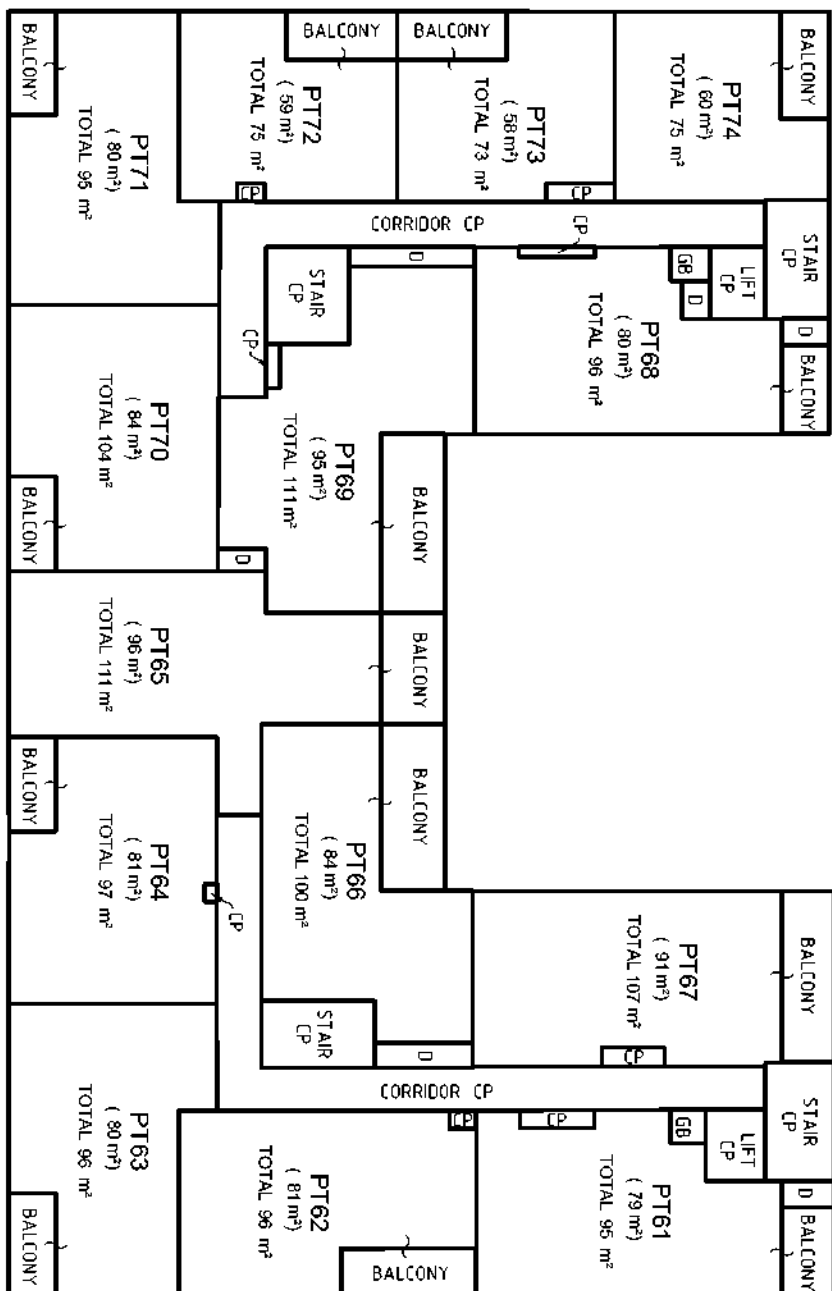
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 14 of 20 sheets

LEVEL 6 - BUILDING A



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GB ~ GARBAGE (COMMON PROPERTY)

NOT ALL COMMON PROPERTY PILLARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR  
RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 178C98/17  
Lengths are in metres. Reduction Ratio 1: 200

Registered:  
31.1.2018

SP96849

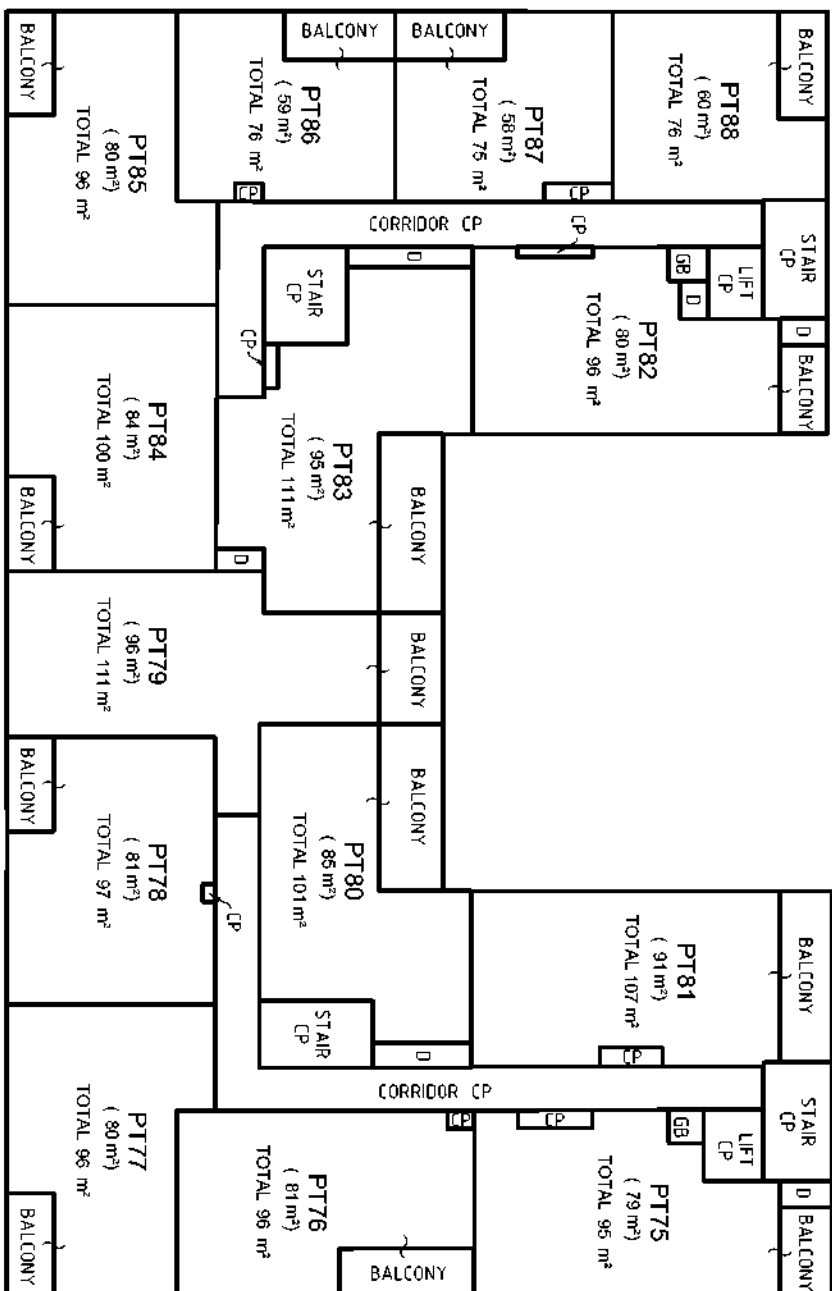
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 15 of 20 sheets

LEVEL 7 - BUILDING A



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GB ~ GARBAGE (COMMON PROPERTY)

NOT ALL COMMON PROPERTY PILLARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR  
RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 1780C98/17  
Lengths are in metres. Reduction Ratio 1: 200

Registered:  
31.1.2018

SP96849

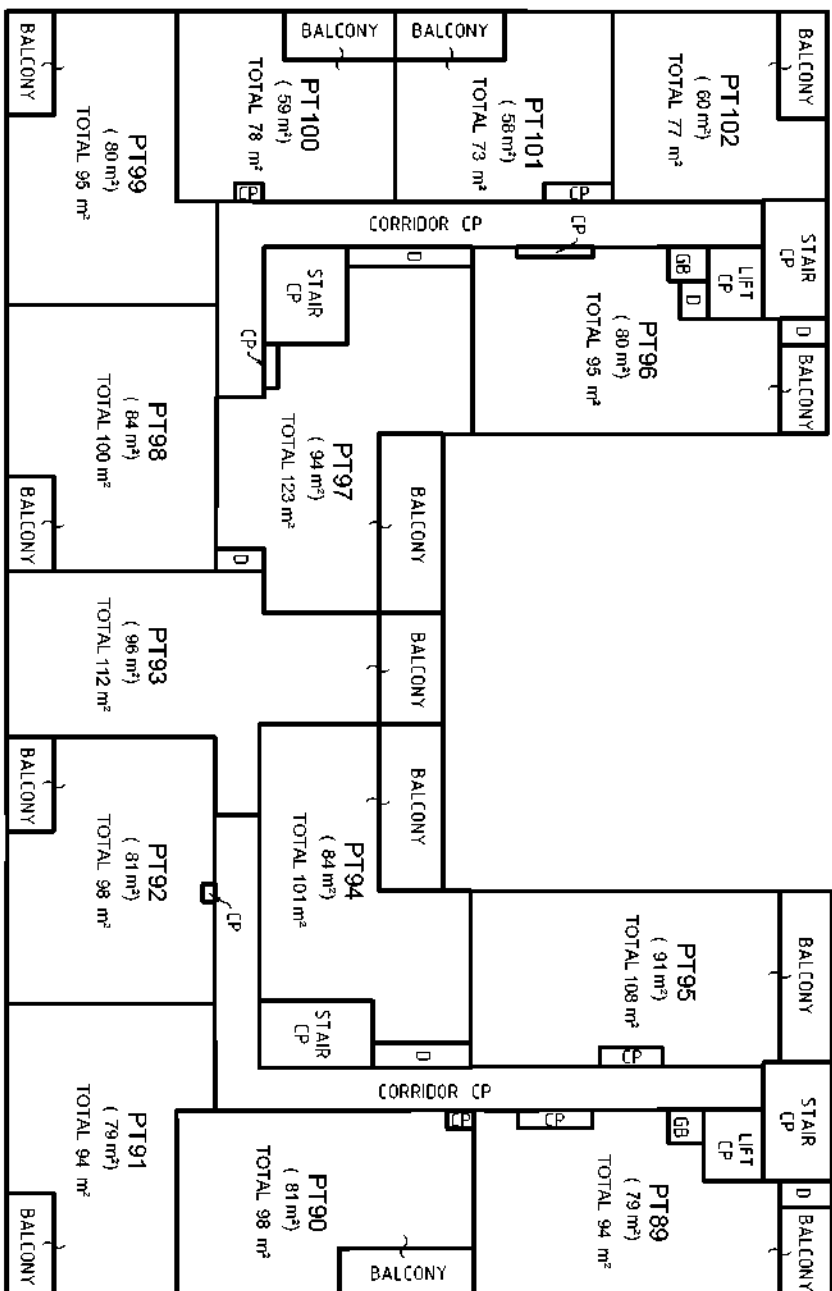
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 16 of 20 sheets

LEVEL 8 - BUILDING A



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GB ~ GARBAGE (COMMON PROPERTY)

NOT ALL COMMON PROPERTY PILARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR  
RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 178C98/17  
Lengths are in metres. Reduction Ratio 1: 200

Registered:  
31.1.2018

SP96849

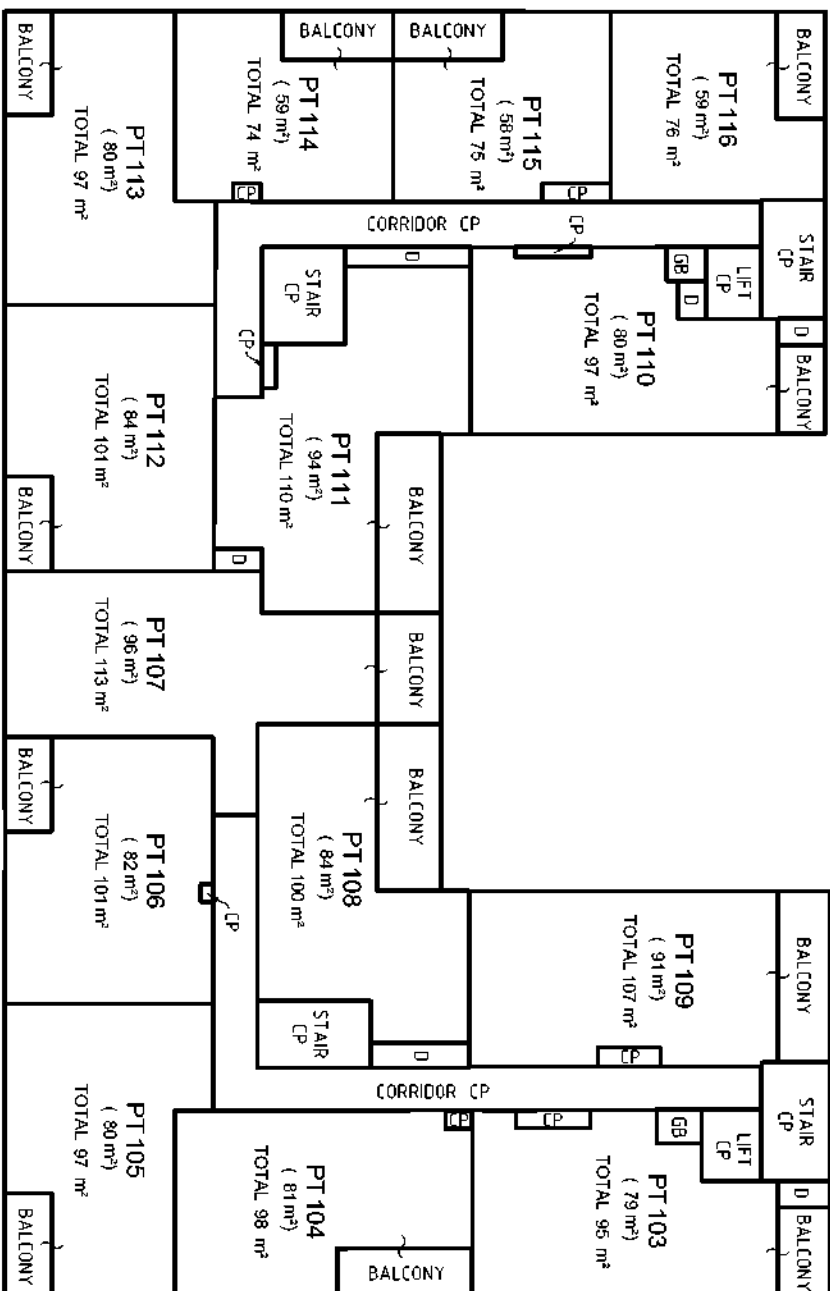
SP96849

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 17 of 20 sheets

LEVEL 9 - BUILDING A



ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GB ~ GARBAGE (COMMON PROPERTY)

NOT ALL COMMON PROPERTY PILLARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR  
RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 17/SC98/17  
Lengths are in metres. Reduction Ratio 1: 200

Registered:  
31.1.2018

SP96849

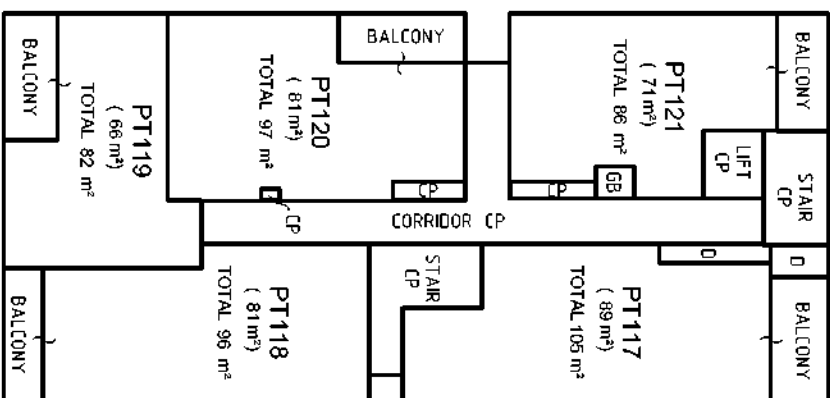
SP96849

STRATA PLAN FORM 2 (A3)

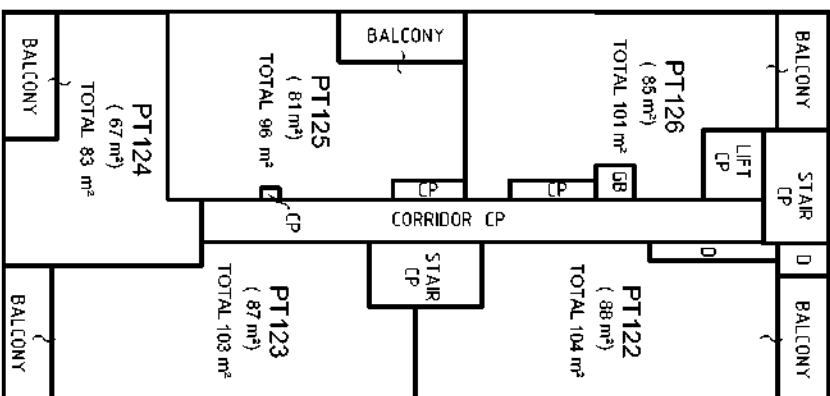
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 18 of 20 sheets

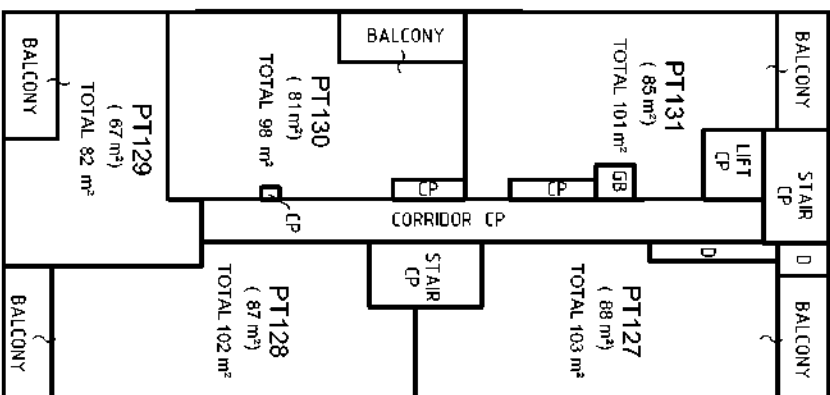
LEVEL 2  
BUILDING B



LEVEL 3  
BUILDING B



LEVEL 4  
BUILDING B

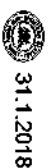


CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GB ~ GARBAGE (COMMON PROPERTY)

NOT ALL COMMON PROPERTY PILLARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR  
RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 17/SC98/17  
Lengths are in metres. Reduction Ratio 1: 200



Registered:  
31.1.2018

SP96849

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

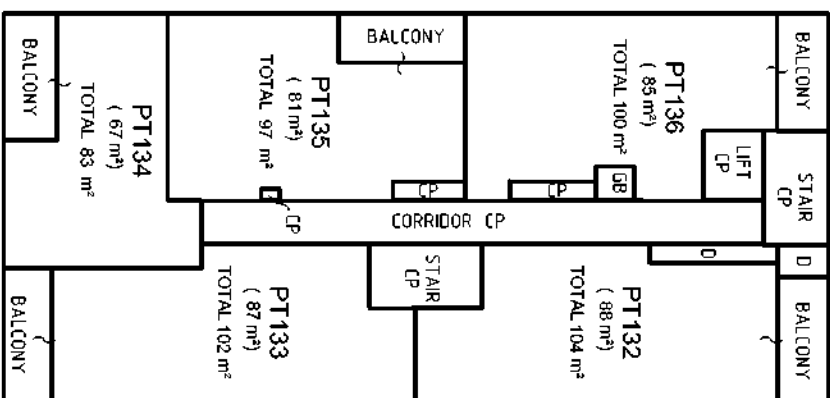
SP96849

STRATA PLAN FORM 2 (A3)

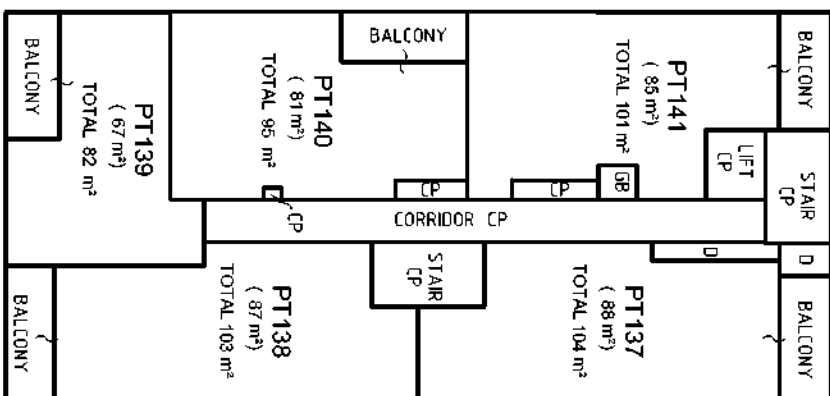
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 19 of 20 sheets

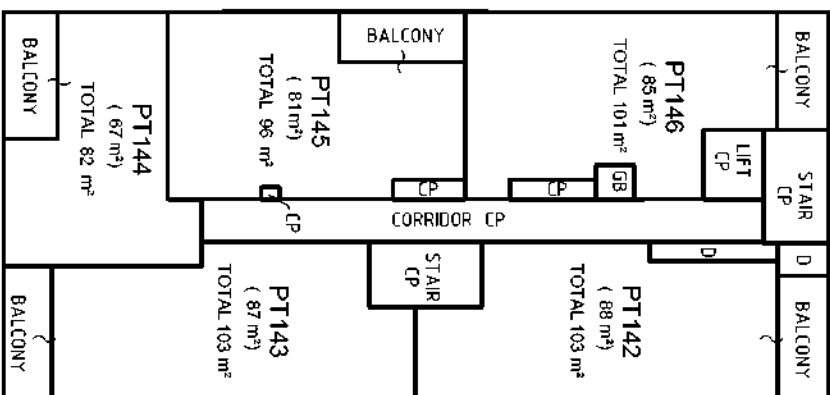
LEVEL 5  
BUILDING B



LEVEL 6  
BUILDING B



LEVEL 7  
BUILDING B

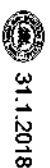


CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GB ~ GARBAGE (COMMON PROPERTY)

NOT ALL COMMON PROPERTY PILARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR  
RESPECTIVE UPPER HAROUSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 178/C98/17  
Lengths are in metres. Reduction Ratio 1: 200



Registered:  
31.1.2018

SP96849

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

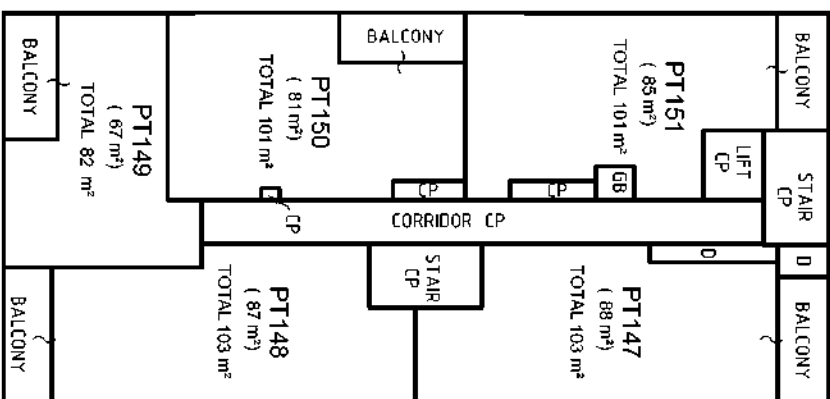
SP96849

STRATA PLAN FORM 2 (A3)

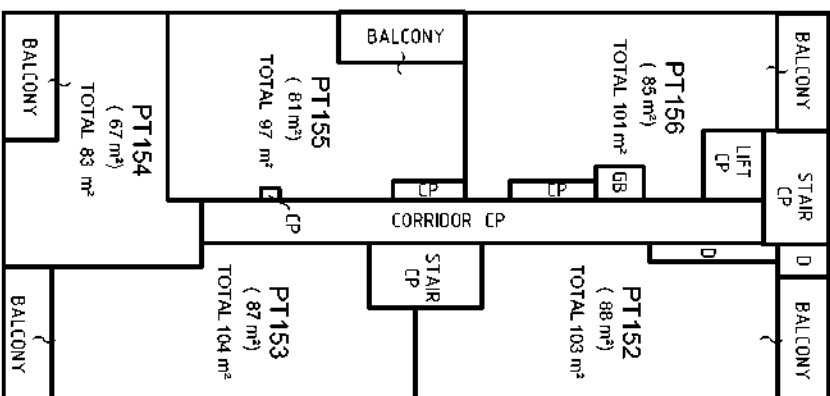
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 20 of 20 sheets

LEVEL 8  
BUILDING B



LEVEL 9  
BUILDING B



CP ~ COMMON PROPERTY  
D ~ DUCT (COMMON PROPERTY)  
GB ~ GARBAGE (COMMON PROPERTY)

NOT ALL COMMON PROPERTY PILLARS AND DUCTS HAVE BEEN SHOWN FOR CLARITY  
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR  
RESPECTIVE UPPER HARSTAND SURFACES UNLESS COVERED WITHIN THIS LIMIT

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE  
PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015


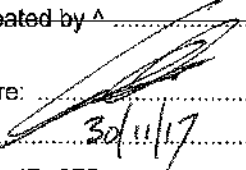
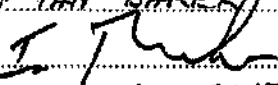
Surveyor: GLENN HARRIS COX  
Surveyor Ref: 42334 010SP1  
Subdivision No: 17/SC98/17  
Lengths are in metres. Reduction Ratio 1: 200


Registered:  
31.1.2018

SP96849

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



SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 6 sheet(s)	
Office Use Only			Office Use Only		
Registered:  31.1.2018			SP96849		
PLAN OF SUBDIVISION OF LOT 1 DP1237525			LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND		
This is a <b>*FREEHOLD/LEASEHOLD</b> Strata Scheme					
Address for Service of Documents  OWNERS SP 1-39 Lord Sheffield Circuit PENRITH NSW 2750  Provide an Australian postal address including a postcode			The by-laws adopted for the scheme are:  <del>* 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)</del>  * The strata by-laws lodged with the plan.		
<b>Surveyor's Certificate</b>  I GLENN HARRIS COX, of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072, 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.  <del>*The building encroaches on:</del> <del>* (a) a public place</del> <del>* (b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^</del>  Signature:  Date: 30/11/17 Surveyor ID: 875 Surveyor's Reference: 42334 010SP1  ^ Insert the deposited plan number or dealing number of the instrument that created the easement			<b>Strata Certificate (Accredited Certifier)</b> I <u>IAN BAKER</u> being an Accredited Certifier, accreditation number <u>8PB 0017</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> .  <del>*(a) This plan is part of a development scheme.</del>  <del>*(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.</del>  <del>*(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>.</del>  Certificate Reference: <u>17/SC 98/17</u> Relevant Planning Approval No.: <u>17/CDC 40/17</u> issued by: <u>IAN BAKER</u> Signature:  Date: <u>10 DECEMBER 2017</u>  ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

<b>SP FORM 3.07</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 2 of 6 sheet(s)
Office Use Only  Registered:  31.1.2018		Office Use Only  <div style="font-size: 2em; font-weight: bold;">SP96849</div>

### VALUER'S CERTIFICATE


I, Max Gran of LandMark White (Sydney) Pty Limited being a qualified valuer, as defined in the *Strata Schemes Development Act 2015*, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature:  Date: 1/12/17

### SCHEDULE OF UNIT ENTITLEMENTS

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	71	35	65	69	72
2	54	36	66	70	66
3	52	37	69	71	66
4	54	38	70	72	54
5	54	39	70	73	54
6	66	40	69	74	54
7	66	41	71	75	70
8	66	42	66	76	66
9	70	43	65	77	66
10	54	44	53	78	66
11	55	45	53	79	70
12	54	46	54	80	70
13	54	47	70	81	71
14	69	48	66	82	70
15	66	49	66	83	72
16	53	50	66	84	66
17	53	51	70	85	66
18	53	52	70	86	54
19	69	53	71	87	54
20	65	54	70	88	54
21	65	55	72	89	70
22	66	56	66	90	66
23	69	57	66	91	66
24	70	58	54	92	67
25	70	59	54	93	70
26	69	60	54	94	71
27	71	61	70	95	72
28	66	62	66	96	70
29	65	63	66	97	72
30	53	64	66	98	67
31	53	65	70	99	66
32	53	66	70	100	54
33	69	67	71	101	54
34	65	68	70	102	54

A STRATA MANAGEMENT STATEMENT IN 55 SHEETS ACCOMPANIES THIS PLAN,

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 3 of 6 sheet(s)
<div style="text-align: right; font-weight: bold; margin-bottom: 10px;">Office Use Only</div> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;">           Registered:  31.1.2018         </div> <div style="width: 50%; text-align: center; font-size: 2em; font-weight: bold;">SP96849</div> </div>		<div style="text-align: right; font-weight: bold;">Office Use Only</div>

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


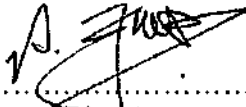
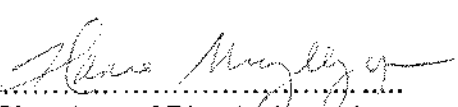

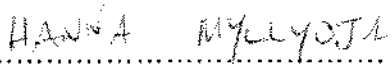
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see section 22 *Strata Schemes Development Act 2015*


**SCHEDULE OF UNIT ENTITLEMENTS continued**

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
103	71	122	69	141	66
104	66	123	66	142	70
105	67	124	53	143	67
106	67	125	67	144	54
107	71	126	69	145	67
108	72	127	66	146	70
109	72	128	63	147	67
110	71	129	51	148	64
111	73	130	63	149	52
112	68	131	66	150	65
113	67	132	70	151	67
114	54	133	67	152	67
115	54	134	54	153	68
116	55	135	67	154	53
117	66	136	70	155	69
118	63	137	66	156	71
119	60	138	63	TOTAL	10000
120	63	139	51		
121	51	140	64		

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. RESTRICTION ON THE USE OF LAND



SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 4 of 6 sheet(s)
Office Use Only		Office Use Only
Registered:  31.1.2018		<b>SP96849</b>
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
<p><b>EXECUTED by</b> ) <b>EVOLVE JOURNEY LIMITED</b> ) <b>ACN 605 684 160</b> ) <b>in accordance with Section 127</b> ) <b>of the Corporations Act</b> )</p> <p> ..... Signature of Director</p> <p> ..... Signature of Director/secretary</p> <p> ..... NAME (please print)</p> <p> ..... NAME (please print)</p>		
Surveyor's Reference: 42334 010SP1		


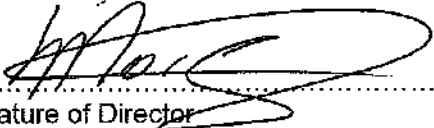

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 5 of 6 sheet(s)
Office Use Only		Office Use Only
Registered:  31.1.2018		<b>SP96849</b>

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*

MORTGAGEE: COMMONWEALTH BANK OF AUSTRALIA

<b>Land and Property Information</b>	
<b>NEW SOUTH WALES</b>	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <u>CHRISTOPHER ALDER</u>	Attorney's name: <u>Stephen Nichol</u>
Address of witness: <u>LEVEL 9 201 SUSSEX ST</u>	Attorney's position: <u>Executive Manager</u>
<u>SYDNEY NSW 2000</u>	Signing on behalf of: <b>COMMONWEALTH BANK OF AUSTRALIA</b> ABN 48 123 123 124
Power of attorney	-Book: <u>4542</u> No: <u>4944</u>

SP FORM 3.08 (Annexure)	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 6 of 6 sheet(s)
Office Use Only		Office Use Only
Registered:  31.1.2018		<b>SP96849</b>
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• Any information which cannot fit in the appropriate panel of any previous administration sheets</li><li>• Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i></li></ul>		
<p><b>MORTGAGEE:</b></p> <p><b>EXECUTED by</b> ) CONSTANT 24 PTY LIMITED ) ACN 608 351 346 ) in accordance with Section 127 ) of the Corporations Act )</p> <p> ..... Signature of Director</p> <p> ..... Signature of Director/secretary</p> <p><u>WILL MORGAN</u> ..... NAME (please print)</p> <p><u>BRIAN BULSON</u> ..... NAME (please print)</p>		
Surveyor's Reference: 42334 010SP1		

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.**

(Sheet 1 of 5 sheets)

**Plan: SP96849**

Plan of Subdivision of Lot 1 in **DP1237525**

Covered by **17/CDC 40/17**

Dated 10/12/2017

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

Evolve Journey Limited ACN 605 684 160

9 Argyle Street, Parramatta NSW 2150

### **Part 1 (Creation)**


Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1.	Restriction on Use of Land	117, 118, 119, 120, 121, 127, 128, 129, 130, 131, 137, 138, 139, 140, 141, 147, 148, 149, 150, 151, 152, 154	Penrith City Council

### **Part 2 (Terms)**

#### **1. Terms of Restriction on Use of Land Numbered 1 in the Plan**

The use of the lots hereby burdened is restricted in accordance with Clause 17 of State Environmental Planning Policy (Affordable Rental Housing) 2009 and Section 88E of the Conveyancing Act 1919 to the effect that for 10 years from the date of the issue of the occupation certificate for those lots:

- (a) the dwellings proposed to be used for the purposes of affordable housing will only be used for the purposes of affordable housing; and
- (b) all accommodation that is used for affordable housing will be managed by a registered community housing provider.

.....

Signature of authorised delegate

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B Conveyancing Act 1919.

(Sheet 2 of 5 sheets)

Plan: **SP96849**

Plan of Subdivision of Lot 1 in **DP1237525**

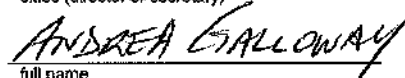
**Execution**

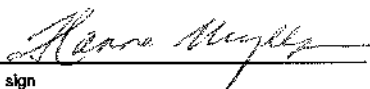
Signed by Evolve  
Journey Limited ACN  
605 684 160 under  
s.127(1) of the  
Corporations Act 2001

  
sign

**DIRECTOR**

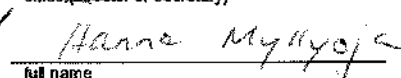
office (director or secretary)

  
full name

  
sign

**Company Secretary**

office (director or secretary)

  
full name



Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B *Conveyancing Act 1919*.

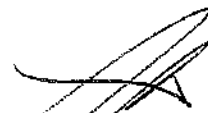
(Sheet 3 of 5 sheets)

Plan: **SP96849**

Plan of Subdivision of Lot 1 in **DP1237525**

**Mortgagee**

Signed by  
**Commonwealth Bank  
of Australia**  
**ABN 48 123 123 124**  
by its attorney under  
power of attorney  
book 4548  
no 494



sign (attorney)  
the attorney states that he or she has no  
notice of termination or suspension of the  
power

Stephen Nichol

full name (attorney)



sign (witness)  
the witness states that he or she is not a party  
and was present when the attorney signed

CHRISTOPHER ALDER

full name (witness)

LEVEL 9, 201 SUSSEX ST, SYDNEY NSW 2000

address (witness)

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B Conveyancing Act 1919.


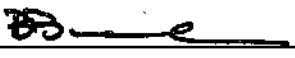
(Sheet 4 of 5 sheets)

Plan: **SP96849**

Plan of Subdivision of Lot 1 in DP1237525

**Mortgagee**

Signed by Constant  
24 Pty Ltd ACN 608  
351 346 under  
s.127(1) of the  
Corporations Act 2001

	
sign	sign
<u>DIRECTOR</u>	<u>SECRETARY</u>
office (director)	office (director or secretary)
<u>WILL MORGAN</u>	<u>BRIAN BAILISON</u>
full name	full name

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to section 88B Conveyancing Act 1919.


(Sheet 5 of 5 sheets)

Plan: **SP96849**

Plan of Subdivision of Lot 1 in **DP1237525**

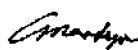
**Council**

Signed on behalf of  
**Penrith City Council**  
by its authorised  
delegate pursuant to  
s.377 Local  
Government Act 1993

  
\_\_\_\_\_  
sign (authorised person)

Development Assessment  
title (authorised person) Coordinator

Gavin Cherry  
\_\_\_\_\_  
full name (authorised person)

  
\_\_\_\_\_  
sign (witness)  
the witness states that he or she is an eligible  
witness and was present when the authorised  
person signed


CHRISTINE MARTIN  
\_\_\_\_\_  
full name (witness)

21- 601 HIGH ST PENRITH  
\_\_\_\_\_  
address (witness)

REGISTERED




31.1.2018

Approved Form 7	Strata Plan By-laws	Sheet 1 of 26 sheets
<div>Registered:</div> <div> 31.1.2018</div>	<div>Office Use Only</div> <div>SP96849</div> <div>Office Use Only</div>	

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


## By-Laws

**Harts Landing 1 -39 Lord Sheffield Circuit, Penrith  
NSW 2750**


Approved Form 7		Strata Plan By-laws	Sheet 2 of 26 sheets
Registered:		Office Use Only	Office Use Only
 31.1.2018		SP96849	

## Contents

1.	Definitions and Interpretation.....	4
2.	Introduction.....	6
3.	Behaviour .....	7
4.	Responsibility for visitors.....	7
5.	Obligations of Owners and Occupiers for the Lot .....	8
6.	Keeping Animals.....	9
7.	Noise controls.....	11
8.	Erecting a sign .....	11
9.	Moving and delivering furniture and goods .....	11
10.	Balconies.....	12
11.	Storing and operating a barbeque.....	14
12.	Disposal of garbage.....	14
13.	Architectural and Landscape Standards .....	15
14.	Building Works .....	15
15.	Use .....	16
16.	Building Manager.....	16
17.	Special privilege for Air Conditioning Units .....	17
18.	Energy and water rated appliances.....	17
19.	Damage to Common Property .....	18
20.	Insurance premiums.....	18
21.	Security.....	18
22.	Security Keys .....	19
23.	Consents .....	20

Approved Form 7	Strata Plan By-laws	Sheet 3 of 26 sheets
Registered:  31.1.2018	Office Use Only	Office Use Only <b>SP96849</b>

24.	Failure to comply with by-laws.....	21
25.	Service of documents.....	21
26.	NBN Co Limited rights.....	21
	Signing page.....	26

Approved Form 7	Strata Plan By-laws	Sheet 4 of 26 sheets
Registered:  31.1.2018	Office Use Only	Office Use Only <b>SP96849</b>

## By-Laws for Harts Landing

### 1. Definitions and Interpretation

#### 1.1 Definitions

Unless the contrary intention appears, in these by-laws:

**Air Conditioning Unit** means an air conditioning unit located within a Lot and which exclusively services a Lot and includes cables, conduits, pipes, wires, ducts and any other service that connects the air conditioning unit to the Lot or which are otherwise for the exclusive use of a Lot.

**Architectural and Landscape Standards** means the architectural and landscape standards set out in Schedule 1.

**Balcony** means a balcony, terrace and/or courtyard in a Lot.

**Building Manager** means the building manager appointed by the Owners Corporation according to by-law 16.

**Building Works** mean works, alterations, additions, damage, removal, repairs or replacement of:


- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (for example, a wall dividing 2 rooms in the Lot);
- (d) Common Property services; or
- (e) services in the Development, whether or not they are for the exclusive use of the Lot,

but excludes:

- (a) works or alterations to the interior of Common Property walls in a Lot; and
- (b) works which an Owner is entitled to carry out under a Common Property Rights By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

**Common Property** means common property in the Development and personal property of the Owners Corporation.

Approved Form 7		Strata Plan By-laws	Sheet 5 of 26 sheets
Registered:		Office Use Only	Office Use Only
 31.1.2018		SP96849	

**Common Property Rights By-Law** means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 of Part 7 of the Management Act.

**Council** means the Penrith City Council.

**Developer** means Evolve Journey Limited ACN 605 684 160 or any nominee of Evolve Journey Limited ACN 605 684 160 notified to the Strata Committee.

**Development** means the strata scheme created on registration of the Strata Plan.

**Government Agency** means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

**Lot** means a strata lot in the Development.

**Management Act** means *Strata Schemes Management Act 2015 (NSW)*.

**Occupier** means the occupier, lessee, licensee or any person in lawful occupation of a Lot or any part of a Lot.

**Owner** means:

- (c) the owner for the time being of a Lot;
- (d) if a Lot is subdivided, the owners for the time being of the new Lots;
- (e) for a Common Property Rights By-Law, the owner of the Lot benefiting from the by-law; and
- (f) a mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation established on registration of the Strata Plan.

**Restricted Dog** has the meaning it has in the *Companion Animals Act 1998 (NSW)*.

**Security Keys** means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

**Strata Committee** means the strata committee of the Owners Corporation appointed under Division 1 of Part 3 of the Management Act.


**Strata Plan** means the strata plan registered with these by-laws.

## 1.2 Interpretation

Unless a contrary intention appears, a reference in these by-laws to:

- (a) words that are not defined in these by-laws have the same meaning as they do in the Management Act;



Approved Form 7		Strata Plan By-laws	Sheet 6 of 26 sheets
Registered:  31.1.2018		Office Use Only	Office Use Only <b>SP96849</b>

- (b) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (c) the word **person** includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
- (d) a particular **person** includes a reference to the person's executors, administrators, successors, substitutes and assigns;
- (e) the singular includes the plural and vice versa; and
- (f) the words **include** or **including** are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

### 1.3 Headings

Headings are for convenience only and do not affect the interpretation of the by-laws.

### 1.4 Severability

A provision of these by-laws that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of the provision in these by-laws in any other jurisdiction or the validity or enforceability of the remaining by-laws in any jurisdiction.

### 1.5 Discretion in exercising rights

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless these by-laws expressly state otherwise).

### 1.6 Partial exercise of rights

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.


### 1.7 Remedies cumulative

The rights and remedies provided in these by-laws are in addition to other rights and remedies given by law independently of these by-laws.

## 2. Introduction

### 2.1 What are by-laws?

These by-laws regulate the day-to-day management and operation of the Development.

Approved Form 7		Strata Plan By-laws	Sheet 7 of 26 sheets
Registered:  31.1.2018		Office Use Only	Office Use Only
		<b>SP96849</b>	

## 2.2 Who must comply with the by-laws?

Owners and Occupiers and the Owners Corporation must comply with these by-laws.

## 3. Behaviour

### 3.1 Obligations of Owners and Occupiers

Owners and Occupiers must not:

- (a) make noise, vibration or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while on Common Property or allow smoke from them to enter Common Property or another Lot;
- (d) obstruct the use of Common Property by any person;
- (e) do anything in the Development which is illegal;
- (f) leave children unattended in or on areas of Common Property which are of possible danger or hazard to children; or
- (g) do anything which might damage the good reputation of the Owners Corporation or the Development.

### 3.2 Complying with law

Owners and Occupiers must comply on time and at their cost with all laws relating to:


- (a) their Lot; and
- (b) Common Property to which they have a licence, lease or a right to use under a Common Property Rights By-Law.

## 4. Responsibility for visitors

### 4.1 Owners and Occupiers obligations

Owners and Occupiers must:

- (a) take all reasonable steps to ensure that the visitors of any Owner or Occupier comply with these by-laws;
- (b) ensure their visitors leave the Development if they do not comply with the by-laws; and

Approved Form 7		Strata Plan By-laws	Sheet 8 of 26 sheets
Registered:		Office Use Only	Office Use Only
 31.1.2018		SP96849	

- (c) accompany visitors at all times, except when they are entering or leaving the Development.

#### 4.2 Leasing Lots

If an Owner leases or licences its Lot, the Owner must:

- (a) provide its tenant or licensee with an up-to-date copy of these by-laws; and
- (b) ensure that the Owner's tenant or licensee and their visitors comply with these by-laws.

### 5. Obligations of Owners and Occupiers for the Lot

#### 5.1 General obligations

Each Owner and Occupier must, in relation to the Lot which they own or occupy:

- (a) keep the Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under these by-laws which services the Lot; and
- (c) notify the Owners Corporation if they change the existing use of the Lot in a way which may affect the Owners Corporation's insurance policies or premiums.


#### 5.2 Owners Corporation Consent

Each Owner and Occupier must have consent from the Owners Corporation to:

- (a) carry out Building Works;
- (b) do or keep anything in or on a Lot that is not in keeping with the appearance of the Development;
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in a Lot if they are visible from outside of the Lot or the Development;
- (d) install an audible intruder alarm;
- (e) do anything that may invalidate or suspend any insurances effected by the Owners Corporation or increase the premium; and
- (f) attach or hang an aerial or wires outside a Lot.

#### 5.3 Floor coverings

- (a) Each Owner and Occupier must keep the floors in their Lot covered or treated to stop the transmission of noise which unreasonably disturbs other Owners or Occupiers.

Approved Form 7		Strata Plan By-laws	Sheet 9 of 26 sheets
Registered:  31.1.2018		Office Use Only	Office Use Only
		<b>SP96849</b>	

- (b) If an Owner wants to change the floor covering or treatment within their Lot other than the floor covering or treatment existing as at the date of registration of the Development strata plan, the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and must comply with the requirements of the Building Code of Australia.
- (c) Each Owner must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in their Lot which assist to prevent the transmission of noise.

#### 5.4 Windows

- (a) Each Owner must obtain consent from the Owners Corporation to:
  - (i) attach window tinting (or any other item); and
  - (ii) install curtains, roller blinds or venetian blinds (or any other type of window covering),
 to windows and glass doors in the Owner's Lot.
- (b) Each Owner may install curtains, roller blinds or venetian blinds on or in their Lot provided that the window coverings have an appearance from outside the Lot or the Development which is in keeping with the appearance of the Development and in accordance with the Architectural and Landscape Standards.

#### 5.5 Laundry

Owners and Occupiers must not hang laundry (or any other item) in any area of their Lot so that it is visible from outside the Lot.


#### 5.6 Car parking spaces

Car parking spaces must only be used for the parking of cars. Car parking spaces must not be used for storing bicycles or other goods except that any part of a car parking space that has been specifically designated as storage space by the Developer may be used for storage.

### 6. Keeping Animals

#### 6.1 Permitted animals

- (a) Owners and Occupiers may keep in their Lot, without obtaining the consent of or notifying the Owners Corporation:
  - (i) fish in a secure indoor aquarium not exceeding 1,200 litres in volume; or
  - (ii) a guide dog or hearing dog or other animal if they need the dog or other animal because of a visual disability, hearing disability or any other disability.

Approved Form 7		Strata Plan By-laws	Sheet 10 of 26 sheets
Registered:		Office Use Only	Office Use Only
 31.1.2018		SP96849	

(b) Owners and Occupiers may keep up to a total maximum of two of the following types of animals in their Lot:

- (i) small companion dogs (other than Restricted Dogs which are expressly prohibited);
- (ii) cats;
- (iii) small caged birds,

but only if the Owner or Occupier notifies the Owners Corporation in writing before bringing the animals in or on to the Lot.

(c) Owners and Occupiers may not keep any other type of animal in their Lot without the written consent of the Owners Corporation (such consent not to be unreasonably withheld).

## 6.2 Controlling animals

Owners and Occupiers must ensure that:

- (a) any animal they are allowed to keep under this by-law does not wander onto another Lot or Common Property; and
- (b) when taking any animal onto Common Property, they must carry it and control it at all times.

## 6.3 Conditions for keeping an animal


The Owners Corporation has the right at any time to order an Owner or Occupier to remove its animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) the Owner or Occupier does not comply with its obligations under this by-law 6;
- (c) if the Owner or Occupier keeps a dog, the dog becomes a Restricted Dog in accordance with the *Companion Animals Act 1998* (NSW); or
- (d) if the animal is a companion animal as defined in the *Companion Animals Act 1998* (NSW), it is not registered under that Act.

## 6.4 Responsibilities

Owners and Occupiers are responsible:

- (a) to other Owners and Occupiers and people using Common Property for:
  - (i) any noise their animal makes which causes unreasonable disturbance; and

Approved Form 7		Strata Plan By-laws	Sheet 11 of 26 sheets
Registered:		Office Use Only	Office Use Only
 31.1.2018		SP96849	

(ii) damage to or loss of property or injury to any person caused by their animal; and

(b) to clean up after their animal and take such action as may be necessary to clean all areas of their Lot and Common Property that are soiled by the animal.

## 7. Noise controls

### 7.1 Noise which affects neighbours

Owners and Occupiers must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

### 7.2 Equipment and machinery

Owners and Occupiers must ensure that equipment and machinery in their Lot or Common Property does not cause vibrations or noise in another part of the Development which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

## 8. Erecting a sign

### 8.1 Obligations

Owners and Occupiers must not erect a sign in their Lot or on Common Property.

### 8.2 Developer Activities

The Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in Lot which is owned by the Developer.

## 9. Moving and delivering furniture and goods


### 9.1 Moving in

Owners and Occupiers must make arrangements with the Owners Corporation at least 72 hours before they move in to or out of the Development or move large articles (for example, furniture) through Common Property.

### 9.2 Obligations

When an Owner or Occupier takes deliveries or moves furniture or goods through the Development, they must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (b) repair any damage they (or the person making the delivery) cause to Common Property; and

Approved Form 7	Strata Plan By-laws	Sheet 12 of 26 sheets
Registered:  31.1.2018	Office Use Only	Office Use Only
		SP96849

- (c) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

### 9.3 Additional requirements for moving in or moving out

The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Development:

- (a) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
- (b) Owners or Occupiers may be required to make moving arrangements and receive their deliveries at specified times on specified days; and
- (c) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 72 hours of the move being completed.

### 9.4 Building Manager may co-ordinate

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:

- (a) make arrangements with the Building Manager when they move in or out of the Development; and
- (b) comply with the requirements of the Building Manager when they take deliveries or move furniture or goods through the Development.

### 9.5 Indemnity


Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 9, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) damage to a Lot or to Common Property;
- (b) damage or injury to any person.

## 10. Balconies

### 10.1 What can be kept on a Balcony?

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

Approved Form 7		Strata Plan By-laws	Sheet 13 of 26 sheets
Registered:		Office Use Only	Office Use Only
 31.1.2018		SP96849	

- (a) it is a type approved by the Owners Corporation;
- (b) it is of a standard commensurate with the standard of the Development;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous; and
- (e) it is not likely to be blown off or fall from the Balcony.

#### 10.2 Prohibitions on items on balconies

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

#### 10.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

#### 10.4 Enclosing a Balcony

Owners and Occupiers must not enclose their Balconies.

#### 10.5 Portable items to be removed when Balcony not in use

Owners and Occupiers must remove from their Balcony all portable items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

#### 10.6 Owner and Occupier responsibilities


Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

#### 10.7 Indemnity

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 10, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) damage to a Lot or to Common Property;
- (b) damage or injury to any person.



Approved Form 7		Strata Plan By-laws	Sheet 14 of 26 sheets
Registered:		Office Use Only	Office Use Only
 31.1.2018		SP96849	

## 11. Storing and operating a barbeque

### 11.1 Barbeques

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:

- (a) it is a type approved under by-law 11.2;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) it is kept covered when not in operation;
- (e) it is kept clean and tidy; and
- (f) they comply with this by-law.

### 11.2 Types of approved barbeques

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:

- (a) a covered gas or electric portable barbeque; or
- (b) any other type approved by the Owners Corporation.

### 11.3 Operating a barbeque

- (a) Owners and Occupiers may only operate barbeques during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).
- (b) When Owners and Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

## 12. Disposal of garbage

### 12.1 General requirements


Owners and Occupiers must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the garbage room according to this by-law); or
- (b) in an area of their Lot which is visible from outside the Lot.

### 12.2 Obligations

Owners and Occupiers must:

- (a) drain and securely wrap household garbage and put it in the garbage room;

Approved Form 7		Strata Plan By-laws	Sheet 15 of 26 sheets
Registered:		Office Use Only	Office Use Only
 31.1.2018		SP96849	

- (b) leave other garbage and recyclable materials in the area in the garbage room designated by the Owners Corporation for that purpose;
- (c) drain and clean bottles and make sure they are not broken before placing them in the area in the Garbage Room designated by the Owners Corporation for that purpose;
- (d) recycle garbage according to instructions from the Owners Corporation and Council; and
- (e) contact the Owners Corporation to remove (at the Owner's or Occupier's cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

### 12.3 Owners Corporation responsibility

The Owners Corporation must:

- (a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
- (b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

## 13. Architectural and Landscape Standards

### 13.1 Adoption

The Owners Corporation adopts the Architectural and Landscape Standards.

### 13.2 Obligation to comply

The Owners Corporation, Owners and Occupiers must do everything necessary to comply with the Architectural and Landscape Standards.


### 13.3 Alteration of Architectural and Landscape Standards

Any amendment or repeal of the Architectural and Landscape Standards can only be made if passed by special resolution of the members of the Owners Corporation.

## 14. Building Works

### 14.1 Consent

An Owner or Occupier must have consent from the Owners Corporation to carry out Building Works. The Owners Corporation must not consent to the carrying out of Building Works unless it is satisfied the Building Works when completed will be consistent with the Architectural and Landscape Standards.

Approved Form 7		Strata Plan By-laws	Sheet 16 of 26 sheets
Registered:  31.1.2018		Office Use Only	Office Use Only
		<b>SP96849</b>	

## 14.2 Procedures before carrying out Building Works

Before carrying out Building Works, Owners and Occupiers must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if it propose to interfere with or interrupt services; and
- (d) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

## 14.3 Procedures when carrying out Building Works

Owners and Occupiers carrying out Building Works, must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage caused to Common Property or the property of another Owner or Occupier.

## 15. Use

Owners and Occupiers must ensure that their Lot is not used for any purpose that is prohibited by law.

## 16. Building Manager

### 16.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for the Development.


### 16.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

### 16.3 Duties

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) caretaking, supervising and servicing Common Property;

Approved Form 7		Strata Plan By-laws	Sheet 17 of 26 sheets
Registered:		Office Use Only	Office Use Only
 31.1.2018		SP96849	

- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Keys and providing Security Keys according to these by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising the Development generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Development.


## 17. Special privilege for Air Conditioning Units

Owners must, at their cost:

- (a) operate, maintain and repair their Air Conditioning Unit in accordance with manufacturer's specifications;
- (b) maintain, repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs);
- (c) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building in the Development;
- (d) use contractors approved by the Owners Corporation to maintain repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed; and
- (e) comply with requirements of Government Agencies about Air Conditioning services.

## 18. Energy and water rated appliances

All appliances installed in a Lot must be energy rated appliances with an energy star rating of three stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

Approved Form 7		Strata Plan By-laws	Sheet 18 of 26 sheets
Registered:  31.1.2018		Office Use Only	Office Use Only  <b>SP96849</b>

## **19. Damage to Common Property**

### **19.1 Obligations**

Owners and Occupiers must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if they know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by them, their visitors or persons doing work or carrying out Building Works in the Development on their behalf.

### **19.2 Owners Corporation consent**

Owners and Occupiers must have consent from the Owners Corporation to:

- (a) interfere with or make any alteration to Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation;  
or
- (c) interfere with the operation of Common Property equipment.

## **20. Insurance premiums**

### **20.1 Consent from the Owners Corporation**

An Owner or Occupier must have consent from the Owners Corporation to do anything that might invalidate or suspend any insurance policy effected by the Owners Corporation or increase the premium.

### **20.2 Increased premiums**


If the Owners Corporation gives consent under this by-law, it may make conditions that require the Owners or Occupier to reimburse the Owners Corporation for any increased premium.

## **21. Security**

### **21.1 Rights and obligations of the Owners Corporation**

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Development; and
- (b) prevent fires and other hazards.

Approved Form 7		Strata Plan By-laws	Sheet 19 of 26 sheets
Registered:		Office Use Only	Office Use Only
 31.1.2018		SP96849	

## 21.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Development.

## 21.3 Restricting access to Common Property

The Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in the Development where and Owner or Occupier does not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Development.

## 21.4 Obligations

An Owner or Occupier must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Development.

## 22. Security Keys

### 22.1 Providing Owners and Occupiers


The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 21.

### 22.2 Number of Security Keys per Lot

- (a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.
- (b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Development carpark. This will be determined by reference to how many carspaces each Lot has.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

### 22.3 Ownership

Security Keys belong to the Owners Corporation.

Approved Form 7		Strata Plan By-laws	Sheet 20 of 26 sheets
Registered:		Office Use Only	Office Use Only
 31.1.2018		SP96849	

## 22.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

## 22.5 Obligations

Owners and Occupiers must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if they lose a Security Key.

## 22.6 Prohibitions

An Owner Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

## 23. Consents


### 23.1 Who may give consent?

Unless a by-law states otherwise, consents under these by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

### 23.2 Conditions

The Owners Corporation or the Strata Committee may make conditions if they give a consent to do things under these by-laws.

Approved Form 7		Strata Plan By-laws	Sheet 21 of 26 sheets
Registered:  31.1.2018		Office Use Only	Office Use Only
		<b>SP96849</b>	

### 23.3 Revocation

The Owners Corporation or the Strata Committee may revoke their consent if an Owner or Occupier does not comply with:

- (a) conditions made by them when they gave the consent; or
- (b) the by-law under which the consent was given.

## 24. Failure to comply with by-laws

### 24.1 Owners Corporation step in rights

The Owners Corporation may do anything on a Lot that the Owner or Occupier should have done under the Management Act or these by-laws but which they have not done or, in the opinion of the Owners Corporation, have not done properly.

### 24.2 Procedures

The Owners Corporation must give the Owner or Occupier a written notice specifying when it will enter the Lot to do the work and the Owner or Occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to the Lot in accordance with the notice and at the Owner's or Occupier's cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

## 25. Service of documents

### 25.1 Service by e-mail


A document may be served on the Owner or Occupier of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to the e-mail address.

## 26. NBN Co Limited rights

### 26.1 Background

- (a) NBN Co Limited (NBN Co) has installed or may install equipment associated with the National Broadband Network (NBN), being fibre optic cables and other network equipment (Equipment), within the communication room, pathways, conduit, internal riser space and any pit and pipe located on the Common Property (not already owned by NBN Co) (Pathways).
- (b) NBN Co has installed or may install the Equipment on the basis of its powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3).
- (c) The Pathways are located on the Common Property which is under the control of the Owners Corporation



Approved Form 7		Strata Plan By-laws	Sheet 22 of 26 sheets
Registered:  31.1.2018		Office Use Only	Office Use Only
		<b>SP96849</b>	

## 26.2 Owners Corporation obligations

The Owners Corporation, Owners and Occupiers must, for the benefit of NBN Co:

- (a) not use, alter or interfere with the Pathways in which the Equipment is located;
- (b) not prevent NBN Co or its contractors from using and maintaining the Pathways and installing additional facilities within the Pathways as required by NBN Co;
- (c) allow NBN Co to enter on any part of the Common Property or a Lot to enable NBN Co to repair, maintain, replace or install the Equipment;
- (d) not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of NBN Co;
- (e) notify NBN Co where they receive a Schedule 3 notice or access request from another telecommunications carrier in relation to the Pathways.


## 26.3 Acknowledgement and waiver

The Owners Corporation, Owners and Occupiers:

- (a) acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);
- (b) acknowledge that the Pathways are for use in connection with a telecommunications network, and that they may be accessed by other telecommunications carriers in accordance with Schedule 1 of Telecommunications Act 1997 (Cth); and
- (c) waive their right to receive any notice under clause 17 of Schedule 3 that NBN Co may otherwise be required to serve in relation to any activity to be undertaken on the Development, including if NBN Co needs to access the Pathways in the future for maintenance activities.

## 26.4 Entering into agreements

- (a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co which is on terms substantially similar to the those contained in paragraph 26.2 above.
- (b) The Owners Corporation has the authority to, and must grant a licence to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation or Building. NBN Co may grant a sub-licence or transfer its licence to any other party that supplies Equipment from time to time. The Owners Corporation agrees to sign any document reasonably required to effect such a sub-licence or transfer.

Approved Form 7		Strata Plan By-laws	Sheet 23 of 26 sheets
Registered:  31.1.2018		Office Use Only	Office Use Only <b>SP96849</b>

## Schedule 1 Architectural Landscape Standards

### 1. Overview

#### (a) Definitions

##### (i) In these Architectural and Landscape Standards:

**Building** means the building which comprises the Development.

**Original Building Configuration** means the external appearance of the Building and the landscaping of the Development at the time of registration of the Strata Plan assuming that all building and landscaping works then being undertaken by the Developer had been completed.

**Related Body Corporate** has the meaning it has in the *Corporations Act 2001* (Cth).

##### (ii) Words used in these Architectural and Landscape Standards which are defined in clause 1.1 of the by-laws have the same meaning as in clause 1.1.

#### (b) Purpose of these Architectural And Landscape Standards

The purpose of these Architectural and Landscape Standards is to control the external appearance of the Development by governing works to be undertaken to the Building and the landscaped parts of the Development to:

- (i) preserve the design integrity and architectural quality of the Development;
- (ii) maintain the high aesthetic standards that make the Development an attractive and desirable place to reside; and
- (iii) uphold property values for Owners.


#### (c) What do these Architectural and Landscape Standards regulate?

These Architectural and Landscape Standards regulate all works to be undertaken to the Building and landscaping where the works impact on the external appearance of the Building.

#### (d) Who must comply with the Architectural and Landscape Standards?

The Owners Corporation, Owners and Occupiers must comply with these Architectural and Landscape Standards before doing any works to the Building, any landscaping, or any other work regulated by the by-laws. The Owners Corporation must not give consent to any Building Works unless those proposed works comply with these Architectural and Landscape Standards.

### 2. Obligations Owners, Occupiers and the Owners Corporation


Approved Form 7		Strata Plan By-laws	Sheet 24 of 26 sheets
Registered:  31.1.2018		Office Use Only	Office Use Only
		<b>SP96849</b>	

(a) Owners and Occupiers


- (i) Subject to clause 2(a)(iii) Owners and Occupiers must not carry out any works to any external area or facade or structure within a Lot which alters the Original Building Configuration.
- (ii) For the avoidance of doubt the obligations of Owners and Occupiers under clause 2(a)(i) extend to any changes to or the erection of:
  - (A) the colour of any surface;
  - (B) the type or quality of the materials used (unless such materials are of a higher quality);
  - (C) the reflective nature of any surface;
  - (D) the soundproofing qualities of any materials or surface;
  - (E) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
  - (F) the nature of any hard surface, paving or walkway;
  - (G) the nature of any soft surface or grassed area;
  - (H) the landscaping of any outside areas;
  - (I) the external lighting; or
  - (J) satellite dishes, aerials or other communication devices.
- (iii) Owners and Occupiers may carry out any works to any external area or facade or structure within a Lot which alters the Original Building Configuration where:
  - (A) they have obtained the prior written consent of the Owners Corporation; and
  - (B) the Owners Corporation is satisfied acting reasonably the alteration is minor and does not materially alter the Original Building Configuration.

(b) The Owners Corporation

- (i) The Owners Corporation must not carry out any works to any external area or facade or structure of the Building which alters the Original Building Configuration unless the Owners Corporation is satisfied acting reasonably the alteration is minor and does not materially alter the Original Building Configuration.

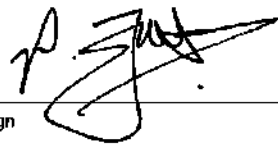
Approved Form 7		Strata Plan By-laws	Sheet 25 of 26 sheets
Registered:  31.1.2018		Office Use Only	Office Use Only
		<b>SP96849</b>	

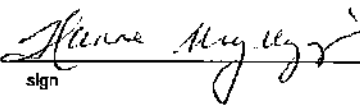
- (ii) The Owners Corporation must in a proper and workmanlike manner regularly maintain the landscaped areas of the Common Property to the same standard as the Original Building Configuration.
- (iii) The Owners Corporation must manage the enforcement of the by-laws which relate to the external appearance of the Building to prevent any change from the Original Building Configuration arising from a breach of the by-laws including (but not limited to) managing the enforcement of the by-laws that relate to:
  - (A) the approved colour and standard of any window covers including the solar treatment or tinting of any glass surface;
  - (B) the approved outdoor furniture or storage of items on any balcony;
  - (C) the prohibition against Owners and Occupiers hanging laundry (or other items) in any area of their Lot so that it is visible from outside the Lot;
  - (D) the fixing of items to the facade of the Building including the balcony and the use of balconies generally (including the use of barbeques);
  - (E) the enclosing of any balcony;
  - (F) the attaching or erecting of any aerial or satellite dish;
  - (G) the changing of any external lighting on a Lot; and
  - (H) the installation of alarms and other security devices.

Approved Form 7	Strata Plan By-laws	Sheet 26 of 26 sheets
Registered:  31.1.2018	Office Use Only	Office Use Only <b>SP96849</b>

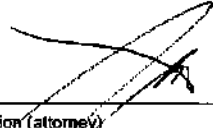
## Signing page

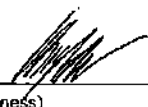
Signed by **Evolve Journey Limited**  
**ACN 605 684 160**  
under s.127(1) of the  
*Corporations Act*  
2001

  
sign  
**DIRECTOR**  
office (director or secretary)  
**PHILIP FROST**  
full name

  
sign  
**COMPANY SECRETARY**  
office (director or secretary)  
**HANNA MYLLYOJA**  
full name


Signed by  
**Commonwealth Bank of Australia**  
**ABN 48 123 123 124**  
by its attorney under  
power of attorney  
book 4548  
no 494


  
sign (attorney)  
the attorney states that he or she has no  
notice of termination or suspension of the  
power  
**Stephen Nichol**  
full name (attorney)

  
sign (witness)  
the witness states that he or she is not a party  
and was present when the attorney signed  
**CHRISTOPHER ALDER**  
full name (witness)

**LEVEL 9, 201 SUSSEX ST, SYDNEY NSW 2000**  
address (witness)

Signed by **Constant 24 Pty Ltd** ACN 608  
**351 346** under  
s.127(1) of the  
*Corporations Act*  
2001

  
sign  
**DIRECTOR**  
office (director)  
**WILL MORGAN**  
full name

  
sign  
**SECRETARY**  
office (director or secretary)  
**BRIAN BAILSON**  
full name



# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) Exempt from Stamp Duty

Assistant Commissioner of Stamps

THE COMMONWEALTH OF AUSTRALIA

(herein called transferor )

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of the sum of Three hundred pounds—

(£ 300—) (the receipt whereof is hereby acknowledged) paid to it by

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES  
15 Castlereagh Street, Sydney

(herein called transferee )

do hereby transfer to the said transferee

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (4)			Description of Land (if part only). (5)
		Whole or Part.	Vol.	Fol.	
Cumberland	Castlereagh	Part	6620	94	Being the land shown on the plan hereto annexed marked with the letter 'A' and thereon edged red.

And the transferor covenants with the transferee EXCEPTING AND RESERVING unto the transferor the railway siding and all works and apparatus connected or associated therewith (hereinafter collectively referred to as "the railway siding") now constructed and laid over and along the land hereby transferred AND RESERVING to the transferor and the owners for the time being of the residue of the land comprised in Certificate of Title Volume 6620 Folio 94 and as appurtenant thereto full and free right and liberty to use and maintain the railway siding over and along the land hereby transferred (hereinafter called "the servient tenement") and together with the right from time to time and at all times hereafter with workmen servants agents and contractors and either with or without horses and vehicles of any description to enter into and upon the servient tenement for the purposes of examining supervising maintaining repairing relaying or recovering the railway siding or any part or parts thereof including all works necessary (for continuation see annexure hereto)

ENCUMBRANCES, &c., REFERRED TO:

NIL

Signed at SYDNEY the third day of November 1958.

Signed in my presence by the transferor the Commonwealth of Australia by JOHN MACDONALD HAVIS, Solicitor-General for the Commonwealth who is personally known to me

Signed Acting for Secretary, Attorney-General's Department.

Accepted for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me IAN MACDONALD HAVIS, Commercial Manager and Secretary, Administrative Officer.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.  
† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer who must sign his own name, and not that of his firm, is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.  
No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noted in the attestation.  
G1 907—W 81141 A. R. 11/11/58. OFFICE OF THE REGISTRAR-GENERAL

J. 38042

LODGED BY

Electricity Comr.

No. H-113999

CONSENT OF MORTGAGEE!

(N.B.—Before execution read marginal note.)

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of Signed in my presence by

who is personally known to me.

Mortgages.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of Signed in the presence of—

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

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

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

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

INDEXED	MEMORANDUM OF TRANSFER	DOCUMENTS LODGED HERewith.
X	<i>Reverting interest</i> <i>Excepting 10 minutes of the day and</i> <i>reverting certain rights</i>	To be filed in by person lodging dealing. Received Docs. No. Receiving Clerk.
Checked by JDM	Particulars entered in Register Book. Volume 5620 Folio 94	
Passed (in S.D.B.) by J.P.		
Signed by	the 11 <sup>th</sup> day of August 1962 10 minutes past 2 o'clock in the afternoon. <i>Registrar-General</i>	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

PROGRESS RECORD.

	Initialed	Date
Sent to Survey Branch		
Received from Records		
Draft written ...	7	11/2/62
Draft examined ...	2	2/7/62
Diagram prepared ...	AM	9/8/62
Diagram examined ...	AM	13/8/62
Draft forwarded ...	AM	16/8/62
Supt. of Engrossers	J.P.	5/9/62
Cancellation Clerk		
Vol. 8398	Fol. 122	

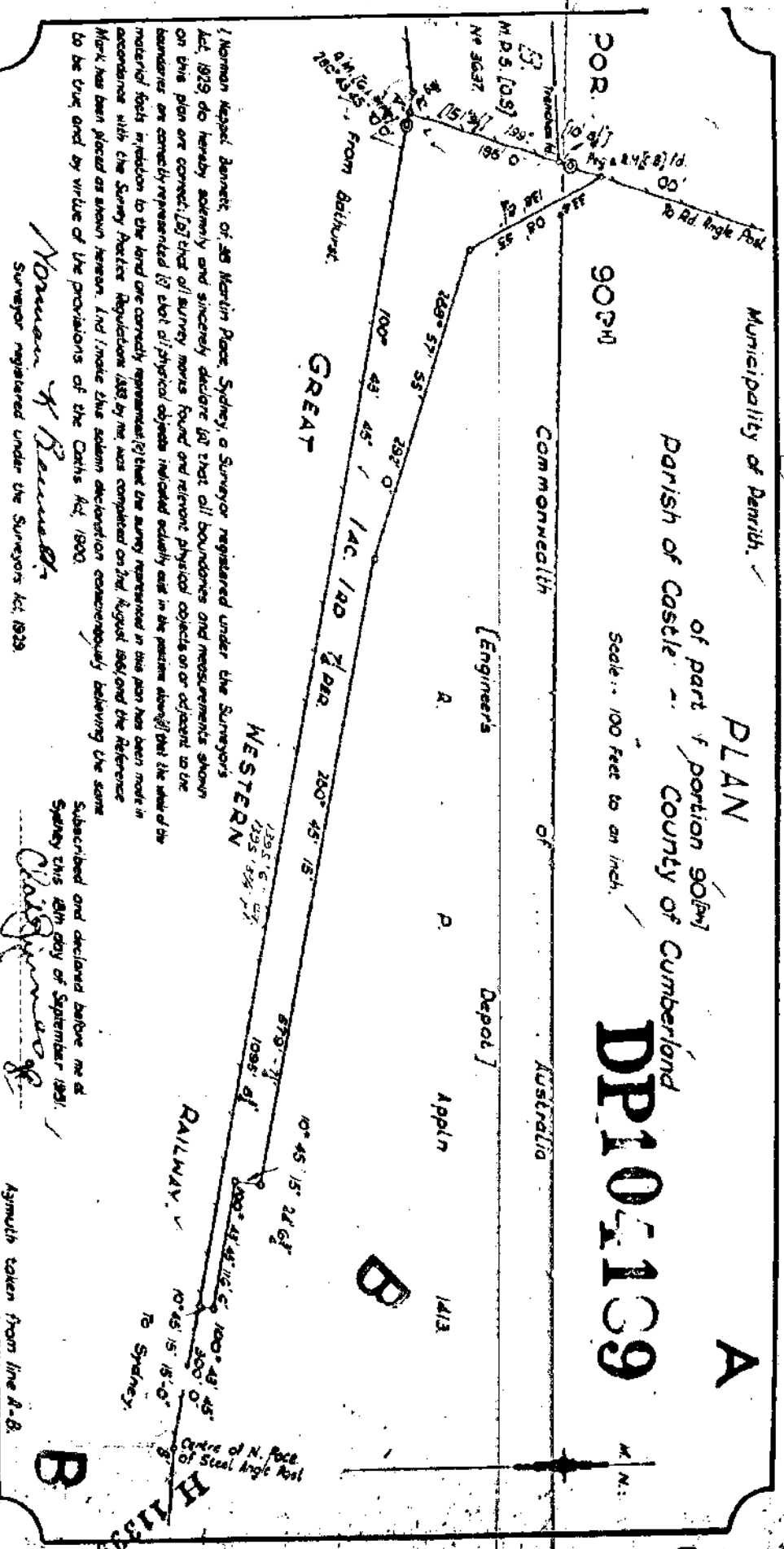
EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident:—  
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession Certificate before any Judge, Notary Public, Justice of the Peace for New South Wales, Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any Municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or any other person as the Chief Justice of New South Wales may appoint.  
(b) in the United Kingdom by signing or acknowledging before the Mayor of London, or any other person as the Chief Justice of New South Wales may appoint.  
(c) in any foreign place by signing or acknowledging before (i) a British Consul or Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consul or Officer (which includes an Australian High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the execution thereof before one of such persons (who should sign and affix his seal or seal of office), or such other person as the said Chief Justice may appoint.  
The fees are:—Upon lodgment (a) 1-10-0, if accompanied by the relevant map or evidence of production thereof, (b) 1-15-0 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) 5/- for each new Certificate of Title issued, (c) 10/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to be an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 2-6 for each additional lode where the Certificate is issued in relation to a lode, (g) as approved, in cases involving more than one simple diagram or more than one diagram other than a simple diagram.  
Tenants in common must receive separate Certificates.  
If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be taken for the residue if desired.

Office of the Registrar-General  
P.O. Box 40  
Sydney NSW 1585  
Tel: (02) 951 9800  
Fax: (02) 951 9801

E3450A

Kind November



Consent Manager and Secretary  
The Electricity Commission  
Sydney New South Wales.

POWER STATION  
SITES & ACQUISITION  
DEPT OF THE INSULATION  
REC. NO 5288

P.145

P145

442539

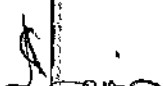


J. 38042


H-113999

X  
and incidental to the construction and working thereof and for the purposes aforesaid or any of them and as often as may be necessary to bring and place upon the servient tenement and to remove therefrom all goods materials machinery tools implements appliances and articles and to do and perform all other such incidental acts and things as may be reasonably necessary or required doing as little damage as possible to the servient tenement and forthwith making good all damage that may be done thereto in the exercise of the rights and authorities hereby reserved.

This is the annexure referred to in Memorandum of Transfer from  
THE COMMONWEALTH OF AUSTRALIA to THE ELECTRICITY COMMISSION OF NEW  
SOUTH WALES made the thirteenth day of November 1958.

  
Commercial Manager and Secretary

of  
The Electricity Commission of New  
South Wales.

  
Acting Solicitor General

B



# PLAN

A

D.P. 104189

M.	N.
----	----

CHARTING MAP

Peririth Sh 7

90 [PH]

Vol. 6620 Fol. 94  
of

[Engineer's

Depot 7

Appln

1413.

D617150

GREAT

WESTERN

RAILWAY

To Sydney

Chas. Jones

Azimuth taken from line A-B.

Norman K. Bennett.

Surveyor registered under the Surveyor's Act, 1929.

Lot No. added in R.G.O. on 22.7.65

6-Admin. Office 25-9-51  
1-D.O. " " "  
10-Admin. d. Off.  
8- " " 3-10-51  
4-E/D. 26-10-51

E3450A

This is the Plan referred to in Memorandum of Transfer dated the *third* day of *November* 1958 BETWEEN The Commonwealth of Australia and THE ELECTRICITY COMMISSION OF New South Wales.

Commercial Manager and Secretary.  
The Electricity Commission **PENRITH POWER STATION**  
of New South Wales. **SITES & BOUNDARIES**

SITES & BOUNDARIES  
PLAN OF ACQUISITION  
FROM COMMONWEALTH.

DEPT. OF THE INTERIOR  
NEG No 5288 N.S.W.

P. 145



CONVERSION TABLE ADDED IN  
DEPARTMENT OF LANDS

DP 104189

FEET	INCHES	METRES
-	8 1/4	0.210
10	-	3.048
10	8 1/4	3.258
15	-	4.572
24	6 3/4	7.487
30	-	9.144
116	6	35.509
136	8 1/4	42.272
151	9 1/2	46.266
195	-	59.436
199	-	60.655
292	-	89.302
300	-	91.440
579	7 1/4	176.663
679	7 1/4	207.143
1095	8 3/4	333.978

AC RD P SQ M

1 1 7 1/4 5242



'76 AUG 10 PM



# MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

A	E
S	18

This form is for use where the short form of transfer is available.

Typewriting and handwriting should be clear, legible and in permanent blue non-erasable ink. No alterations should be made by eraser, white-out or any other means. Any alteration or deletion must be ruled through and verified by signature (or initials) in the margin.

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

(a) **M.J. DAVIS INDUSTRIAL PTY. LTD.** (formerly Jural Industrial Pty. Ltd.)  
~~formerly Jural Industrial Pty. Ltd.~~ a Company duly incorporated and having its registered office at C/- H.V. Weston & Co., 163 Clarence Street, Sydney in the State of New South Wales.  
*note change of name.*  
hereinafter referred to as the TRANSFEROR

(b) If a less estate settle out being registered proprietor of an estate in fee simple<sup>(1)</sup>

in the land hereinafter described, subject to the following encumbrances and interests

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

(c)  
1. Reservations and conditions, if any, contained in the Crown Grant.  
2. Easement for Transmission Line created by Notice of Resumption No. H467378.  
~~3. Mortgage Registered No. H575693 to Canton Credit Corporation Limited.~~

In consideration of One thousand five hundred dollars

(\$ 1,500.00)

(d) Exact stipulated words. If desired, this space may be used in the case of a transfer by direction.

(the receipt whereof is hereby acknowledged), paid to the transferor by<sup>(2)</sup>

THE COMMONWEALTH OF AUSTRALIA

and ~~grants~~ hereby transfers to

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

(e)  
THE COMMONWEALTH OF AUSTRALIA  
*(with Consent agent)*  
hereinafter referred to as the TRANSFEEE

~~an estate in fee simple~~ out of all its estate and interest

In the land described in the following schedule

(f) Insert lot and plan number, also the lot, also sections 327 and 328A, Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only <sup>(4)</sup>	County	Parish
Volume	Folio				
11261	220	PART	Being a grant of easement over the "Site of Proposed Easement for Stormwater Drainage 10m wide and Variable" in Deposited Plan No. <del>227000</del> 583998	CUMBERLAND	CASTLEREACH

G 1140

BY 457-3

RULE UP ALL BLANKS

An easement to drain water through ALL THAT piece or parcel of land shown in Deposited  
Plan No. ~~583998~~ <sup>583998</sup> as "Site of Proposed Easement for Stormwater Drainage 10m Wide and  
Variable Area 1006m<sup>2</sup>"

AND IT IS HEREBY AGREED AND DECLARED

(a) That the Transferor shall have the right to drain stormwater through any pipes constructed by the Transferee within this easement PROVIDED HOWEVER that the Transferor will indemnify and keep indemnified the Transferee so long as the Transferee remains proprietor of the dominant tenement and all officers agents and servants of the Transferee from and against all actions suits causes of action or suit claims and demands of whatever nature which may be brought commenced or prosecuted against them or any of them by reason of or arising directly or indirectly out of the exercise by the Transferor of the aforesaid right ALSO PROVIDED that the Transferor shall at its own expense repair any damage to the dominant tenement or to the drainage works placed within the said easement by the Commonwealth resulting from the exercise of this right by the Transferor.

(b) That the Transferor shall not without the prior written approval of the Transferee place or erect any building or structure or permit any building or structure to be placed or erected upon the said servient tenement. That prior to such approval being given, the Transferor after consultation with officers of the Transferee shall at the Transferor's expense in the placement or erection of any such building or structure take such measures and observe such precautions as may be mutually agreed upon provided however that if it is agreed that the easement should be deviated clear of such proposed buildings or structures the Transferor will if necessary make a further grant of easement to the Transferee to accommodate the deviated easement.

(c) That the Transferee will pay all survey costs and the Transferor's reasonable legal costs in connection with the preparation and registration of this transfer and grant.

AND IT IS HEREBY FURTHER AGREED AND DECLARED that the land to which the benefit of this easement is appurtenant is the land comprised in Certificates of Title Volume 10140 Folio 229, Volume 11040 Folio 33, Volume 11470 Folio 73 and Volume 9514 Folio 19.

(c) Here insert any easements restrictive covenants or conditions intended to be included. Easements and restrictive covenants must comply with section 88 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 12 inches and other margins of not less than 4 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

*[Handwritten signature]*

Dated at

*Jagoona*

this

*24<sup>th</sup>*



1976

(b) Further proof of execution will not be required if signed or acknowledged before any of the following persons, not being a party to the dealing, in which the transferee is known:

Where executed in New South Wales - Bank manager, barrister, clerk of petty sessions, commissioned officer in the Defence Force of the Commonwealth of Australia, commissioner for taking affidavits, town mayor, school, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, medical practitioner, member of parliament of the Commonwealth or of a State, member of the police force of the Commonwealth or of a State or a Territory, minister of religion, notary public, postmaster, solicitor, town or shire clerk or other executive officer administering local government.

Where executed in any part of the Commonwealth of Australia or in Territories or in any part of the British Commonwealth - any of the persons named in above, and in addition, an Australian or British Consular Officer exercising his functions in the part, Governor, Government Resident, Chief Secretary or Registrar of Titles of the part.

Where executed in foreign country - an Australian or British Consular Officer exercising his functions in that country, commissioned officer in the Defence Force of the Commonwealth of Australia, town mayor for taking affidavits, judge, justice of the peace, magistrate, mayor or other chief officer of any local government corporation, official in charge of a police station, notary public, town or shire clerk or other executive official administering local government.

(c) Repeat execution clause &c. if necessary.

(d) Section 177 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 187.

(e) May be witnessed by any responsible person not being a party to this dealing.

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

THE COMMON SEAL OF M.J. DAVIS INDUSTRIAL

Signature of witness

PTY. LTD. was affixed hereto by authority

Name of witness (BLOCK LETTERS)

of the Board of Directors and in the

Qualification of witness

in presence of:-

*[Signature]*  
Secretary

*[Signature]*  
Director

for and on behalf of THE  
(b) Signed in my presence by the transferee who is personally known to me.

COMMONWEALTH OF AUSTRALIA by a  
person holding or performing the  
duties of the office of Assistant

Signature of witness

Deputy Crown Solicitor, New South  
Wales, in the presence of -

Name of witness (BLOCK LETTERS)

Address of witness

An Officer of the Attorney  
General's Department.

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

*[Signature]*  
Transferor

CUSTOM CREDIT CORPORATION LIMITED as Mortgagee under Mortgage registered No: M575693 hereby consents hereto

Signed in my presence by the said  
CUSTOM CREDIT CORPORATION LIMITED  
BY ITS ATTORNEY - John David Lipp

who is personally known to me

*[Signature]*

Justice of the Peace

CUSTOM CREDIT CORPORATION LIMITED

BY ITS ATTORNEY


*[Signature]*

ASSISTANT BRANCH MANAGER - EDGECLIFF

INDEX 1977

P 850417

\$18-6

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
<b>TRANSFER</b> <i>Subrogation of an Easement to Drain Water</i>		Lodged by <i>Deputy Crown Solicitor</i>	
		Address: <i>119 Phillip Street, Sydney.</i>	
		Phone No.: <i>Ext. SP 28290/56</i>	
		Documents lodged herewith	
		1. <i>4 CoT</i>	
		2. <i>CO 11261-228 PROD</i>	
		3. <i>Certification of C/P Name</i>	
		4. _____	
		5. _____	
Checked <i>[Signature]</i>	REGISTERED <i>7-2-1977</i>	Received Documents <i>1-3</i>	Receiving Clerk <i>[Signature]</i>
Passed <i>[Signature]</i>			
Signed <i>[Signature]</i>	Registrar General 		
<i>Document No. Cat of Inc (Copy) available for delivery</i>		<b>AUTHORITY FOR USE OF INSTRUMENT OF TITLE</b>	
		Authority is hereby given for the use of _____ (insert reference to certificates, grants or dealings) lodged in connection with _____ (insert number of plan or dealing) for the registration of this dealing and for delivery to _____ (BLOCK LETTERS) _____ Signature _____ Name (BLOCK LETTERS)	
		<b>MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY</b> (To be signed at the time of executing the within dealing) The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. <i>154771</i> Miscellaneous Register under the authority of which he has just executed the within dealing. Signed at <i>EDGECLIFF</i> the <i>24th</i> day of <i>June</i> 19 <i>76</i> . <i>[Signature]</i> Signature of attorney <i>[Signature]</i> Signature of witness	
		<b>CERTIFICATE OF J.P., &amp;c. TAKING DECLARATION OF ATTESTING WITNESS(es)</b> I certify that _____ the attesting witness to this dealing, appeared before me at _____ the _____ day of _____ 19____ and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ is his own handwriting and that he was of sound mind and freely and voluntarily signed the same. _____ Signature _____ Name (BLOCK LETTERS) _____ Qualification	

(1) Unless the instrument of this list been lodged by the person lodging the dealing, or by use has been authorized previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of this, grant etc.

(2) Not required where dealing attested in accordance with note (1); in other cases to be signed by one of the persons referred to in note (1).

EXTRA FEES PERMITTED  
Change of Name  
[Signature]  
[Signature]

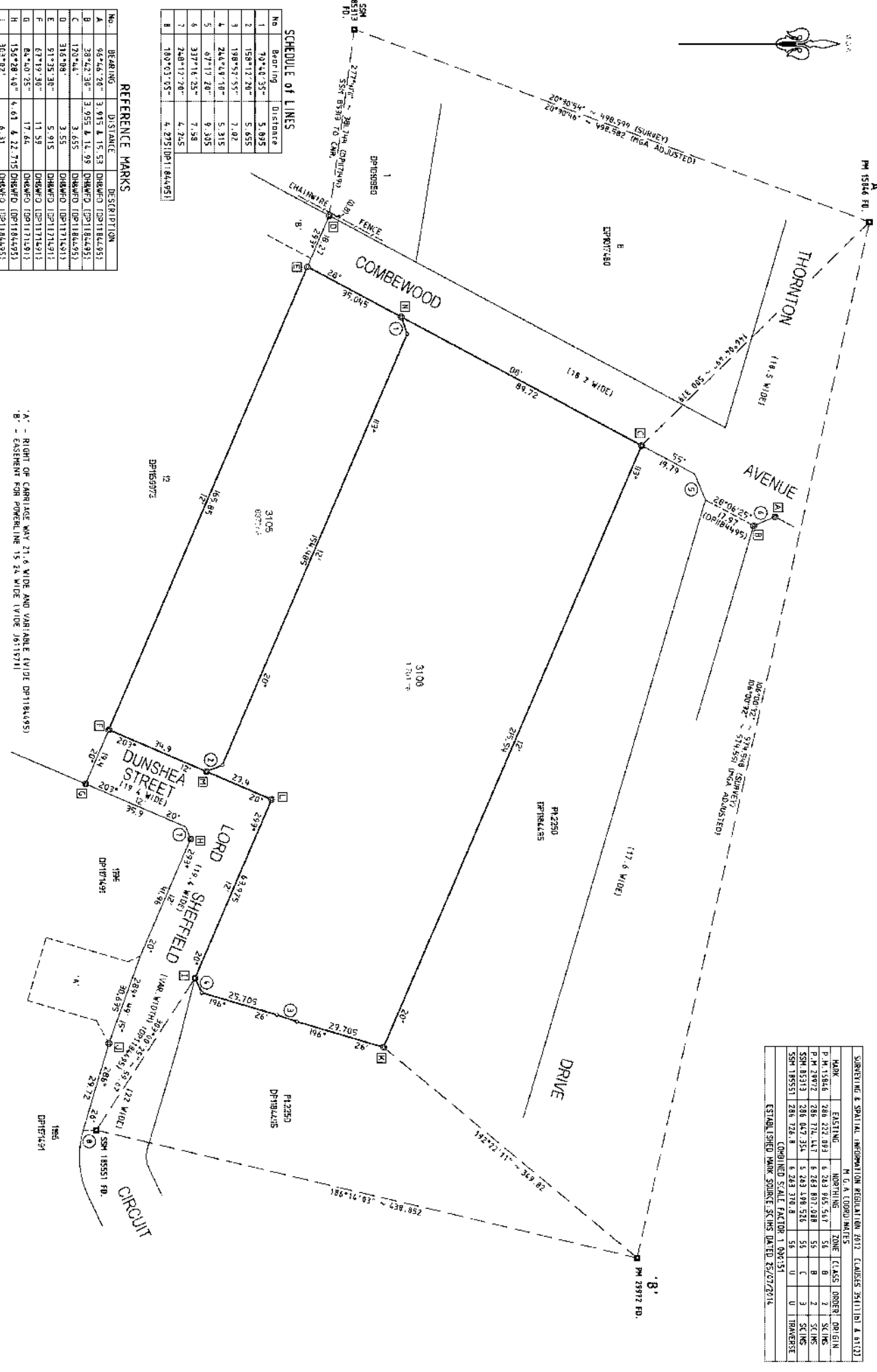
M.P.D.

PRINTED





PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



**SCHEDULE OF LINES**

No	Bearing	Distance
1	102°44'35"	5.035
2	158°11'24"	5.655
3	198°52'55"	7.02
4	244°48'18"	5.315
5	67°12'40"	9.385
6	317°16'25"	7.58
7	248°17'24"	4.245
8	180°43'05"	4.275 (DP1184495)

**REFERENCE MARKS**

No.	Bearing	Distance	Description
A	94°46'20"	3.915 & 15.53	DRUMD (DP1184495)
B	287°42'30"	3.955 & 11.98	DRUMD (DP1184495)
C	120°44'	3.655	DRUMD (DP1184495)
D	316°08'	3.55	DRUMD (DP1171491)
E	51°35'30"	5.915	DRUMD (DP1171491)
F	67°19'30"	11.59	DRUMD (DP1171491)
G	84°40'25"	17.64	DRUMD (DP1171491)
H	154°28'40"	4.61 & 22.715	DRUMD (DP1184495)
I	302°02'	6.31	DRUMD (DP1184495)
J	184°56'05"	4.015 & 17.84	DRUMD (DP1184495)
K	268°40'	9.425	DRUMD
L	268°42'	7.135	DRUMD
M	267°18'50"	4.135	DRUMD
N	128°57'35"	11.78	DRUMD

Surveyor: (Signature) PLAN OF SUBDIVISION OF LOT 1198 DP1171491

Date of Survey: 22/11/2015

Surveyor's Ref: 20190847

LGA: PENRITH Locality: PENRITH Subdivision No: 001/15

Registered 23.01.2015

DP1184499

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection


ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  23.01.2015  
 Title System: TORRENS  
 Purpose: SUBDIVISION

DP1184499

PLAN OF  
 SUBDIVISION OF LOT 1198 DP1171491

LGA: PENRITH  
 Locality: PENRITH  
 Parish: CASTLEREAGH  
 County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

I, ..... (Authorised Officer) in  
 approving this plan certify that all necessary approvals in regard to the  
 allocation of the land shown herein have been given.

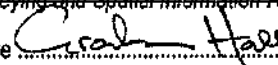
Signature: .....  
 Date: .....  
 File Number: .....  
 Office: .....

Survey Certificate

I, GRAHAM JOHN HALL  
 of CRAIG & RHODES PTY LTD  
 a surveyor registered under the *Surveying and Spatial Information Act*  
 2002, certify that:  
 \*(a) The land shown in the plan was surveyed in accordance with the  
*Surveying and Spatial Information Regulation 2012*, is accurate  
 and the survey was completed on 12 DECEMBER 2014

~~\*(b) The part of the land shown in the plan (\*being/\*excluding A.....  
 )  
 was surveyed in accordance with the *Surveying and Spatial*  
*Information Regulation 2012*, is accurate and the survey was  
 completed on ..... the part not surveyed was compiled  
 in accordance with that regulation.~~

~~\*(c) The land shown in the plan was compiled in accordance with the  
*Surveying and Spatial Information Regulation 2012*.~~

Signature  Dated: 18/12/2014

Surveyor ID: 1181

Datum Line: 'A' - 'B'

Type: \*Urban/\*Rural

~~The Terrain is \*Level Undulating / \*Steep Mountainous~~

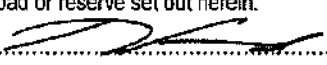
\*Strike through if inapplicable.

\*Specify the land actually surveyed or specify and land shown in the plan that  
 is not the subject of the survey.

Subdivision Certificate

SC14/0094

I, PETER WOOD  
 \*Authorised Person/\*General Manager/\*Accredited Certifier, certify that  
 the provisions of s.109J of the *Environmental Planning and*  
*Assessment Act 1979* have been satisfied in relation to the proposed  
 subdivision, new road or reserve set out herein.

Signature:   
 Accreditation number: .....  
 Consent Authority: PENRITH CITY COUNCIL  
 Date of endorsement: 8/1/15  
 Subdivision Certificate number: 001/15  
 File number: 550 5349

\*Strike through inapplicable parts.

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

Plans used in the preparation of survey/compilation

DP1159973  
 DP1171491  
 DP1184495

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 72-10-3B 1 -2015M7100(42465)

CAD REF: Z:\072-10 North Penrith - Survey\AutoCAD Files\07210S211001

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:



23.01.2015

Office Use Only

Office Use Only

PLAN OF  
SUBDIVISION OF LOT 1198 DP1171491

DP1184499

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

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

Subdivision Certificate number: 001/15

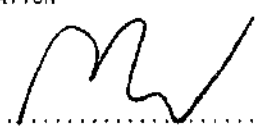
Date of Endorsement: 8/1/15

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT  
1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING  
INSTRUMENT IT IS INTENDED TO CREATE:-

1. RESTRICTION ON THE USE OF LAND

SIGNED BY: MICHAEL JUSTIN WILLIAMS

AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY  
THAT I HAVE NO NOTICE OF REVOCATION OF SUCH  
DELEGATION

  
SIGNATURE

SURVEYING AND SPATIAL REGULATION 2012 CLAUSE 60(C)  
STREET ADDRESS INFORMATION IS UNAVAILABLE AT DATE OF SURVEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 72-10-3B 1 - 2015M7100 (42 & 65)

CAD REF: Z:\072-10 North Penrith - Survey\AutoCAD Files\07210521100] - ..... -

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released  
and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to  
Section 88B of the Conveyancing Act 1919.

Lengths are in Metres

Sheet 1 of 4 Sheets

Plan: **DP1184499**

Plan of Subdivision of Lot 1198 DP1171491  
covered by Council's Subdivision Certificate  
No. Cc001/15 of 8/1/15

Full Name and address of the owner(s) of  
the land:

Landcom  
Level 14  
60 Station Street  
PARRAMATTA NSW 2150

**Part 1**

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan: -	Burdened lot(s) or parcel(s): -	Benefited lot(s), road(s), bodies or Prescribed Authorities: -
1.	Restriction on the Use of Land	3105	Penrith City Council

APPROVED BY PENRITH CITY COUNCIL

  
.....  
Authorised Officer

Lengths are in Metres

Sheet 2 of 4 Sheets

Plan: **DP1184499**

Plan of Subdivision of Lot 1198 DP1171491  
covered by Council's Subdivision Certificate  
No. C000115 of 8/1/15

## Part 2

### Definitions

The following definitions apply to this Restriction on Use of Land unless the context clearly indicates otherwise:

**Affordable Housing** has the same meaning as in the *Environmental Planning and Assessment Act 1979* (NSW);

**Affordable Housing Lot** means a lot, being one of not less than 50% of the Total Residential Lots, to be used for Affordable Housing;

**Development Consent** means any development consent granted by Penrith City Council under section 80 of the *Environmental Planning and Assessment Act 1979* (NSW) for all or part of the Land;

**Final Lot** means a residential lot being one of the Total Residential Lots that is not an Affordable Housing Lot;

**Land** means the lot burdened;

**Plan of Subdivision** means a registered plan of subdivision within the meaning of section 195 of the *Conveyancing Act 1919* (NSW);

**Registered Community Housing Provider** has the same meaning as in the *Housing Act 2001* (NSW);

**Super Lot** means a lot located on the Land, created by the registration of a Plan of Subdivision, intended to be further subdivided by strata plan, subject to Development Consent, for the purpose of residential housing; and

**Total Residential Lots** means the total number of lots created, whether from a Plan of Subdivision of a Super Lot or a Plan of Subdivision of the Land, that are not intended to be further subdivided and are each created for a separate residential dwelling.

APPROVED BY PENRITH CITY COUNCIL

.....  
Authorised Officer

Lengths are in Metres

ePlan  
Sheet 3 of 4 Sheets

Plan: **DP1184499**

Plan of Subdivision of Lot 1198 DP1171491  
covered by Council's Subdivision Certificate  
No. *CC00115* of *2/1/15*

## Part 2 (cont.)

### Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan.

1. The use of the lot hereby burdened (**Land**) is restricted in accordance with *Clause 17 of State Environmental Planning Policy (Affordable Rental Housing) 2009* and Section 88E of the *Conveyancing Act 1919* to the effect that:
  - a. all Affordable Housing Lots constructed will only be used for the purposes of Affordable Housing; and
  - b. all Affordable Housing Lots will be managed by a Registered Community Housing Provider.
2. This restriction on the use of land does not apply to a Final Lot and does not apply to a Super Lot on which there will be no Affordable Housing Lots constructed. The Prescribed Authority benefited by this restriction on the use of land agrees to do all things reasonably required and direct the Registrar-General of the Land & Property Information, NSW, accordingly, to release this restriction from such parts of the Land, simultaneously and upon the occurrence of each of the following events:
  - a. the registration of a Plan of Subdivision of the Land, creating a separate Super Lot, that is not to be used for Affordable Housing and on which no Affordable Housing Lot will be constructed; and
  - b. the registration of a strata plan or other Plan of Subdivision creating a Final Lot.
3. Despite paragraph 2, pursuant to Clause 17 of *State Environmental Planning Policy (Affordable Rental Housing) 2009*, this restriction on the use of land will automatically expire on the date that is 10 years from the date of the issue of an occupation certificate (as provided for under the *Environmental Planning and Assessment Act 1979*) for an Affordable Housing Lot.

The Authority having the power to release, vary or modify the terms of the restriction numbered 1 in the abovementioned plan is the Penrith City Council.

APPROVED BY PENRITH CITY COUNCIL

  
.....  
Authorised Officer

Lengths are in Metres

ePlan  
Sheet 4 of 4 Sheets

Plan: **DP1184499**

Plan of Subdivision of Lot 1198 DP1171491  
covered by Council's Subdivision Certificate  
No. CC00115 of 8/1/15

**Part 2 (cont.)**

SIGNED by me: MICHAEL JUSTIN WILLIAMS

as Delegate of Landcom who hereby  
declares that he/she has no notice of the  
revocation of such delegation in the presence of



Landcom  
by its Delegate

  
.....  
Signature of WITNESS

PAUL KINGSTON  
.....

Name of Witness (BLOCK LETTERS)

LEVEL 14, 60 STATION STREET  
.....  
Address of Witness PARRAMATTA, NSW  
2150

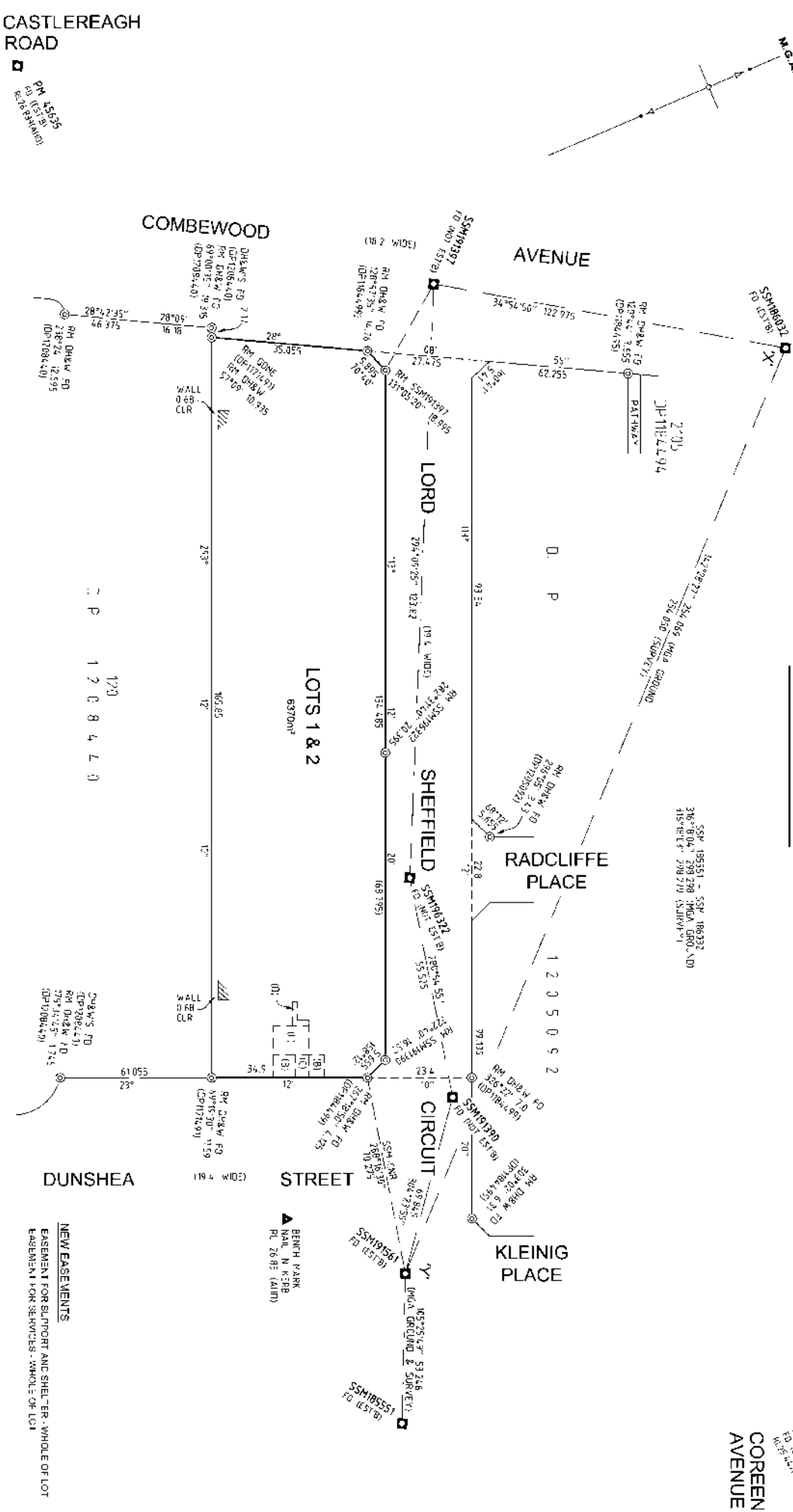
14<sup>TH</sup> JANUARY 2015  
.....  
Date of execution

REGISTERED



23.01.2015

LOCATION PLAN



SCHEDULE OF AREAS

LOT	BASEMENT	LEVEL 1	LEVEL 2	TOTAL
LOT 1	3400m²	3465m²	3480m²	10345m²
LOT 2	2960m²	2995m²	2982m²	8937m²
TOTAL	6370m²	6370m²	6370m²	19111m²

- NEW EASEMENTS
- (A) EASEMENT FOR SUPPORT AND SHELTER - WHOLE OF LOT
  - (B) EASEMENT FOR SERVICES - WHOLE OF LOT
- EXISTING EASEMENTS
- (A) EASEMENT FOR ACCESS - WHOLE OF LOT
  - (B) EASEMENT FOR UNDERPASS - WHOLE OF LOT
  - (C) EASEMENT FOR STRAIGHT - WHOLE OF LOT
  - (D) EASEMENT FOR ACCESS - WHOLE OF LOT
  - (E) EASEMENT FOR UNDERPASS - WHOLE OF LOT

Surveying and Spatial Information Regulation 2017 REG 69 & 71

MARK	LASTING	NOTING	CLASS ORDER	METHOD	SOURCE
SSM 186332	286 176 715	6363 330 353	-	-	SCMS
SSM 186332	286 520 659	6363 330 353	-	-	SCMS
SSM 186332	286 617 441	6363 330 353	-	-	SCMS
SSM 186332	286 643 288	6363 330 353	-	-	SCMS
SSM 186332	286 612 810	6363 330 353	-	-	SCMS
SSM 186332	286 450 310	6363 330 353	-	-	SCMS

Surveyor: GLENN HARRIS COX  
Date of Survey: 12-06-2017  
Subdivision Reference: 423520 099

PLAN OF SUBDIVISION OF LOT 3105 IN DP 1184499

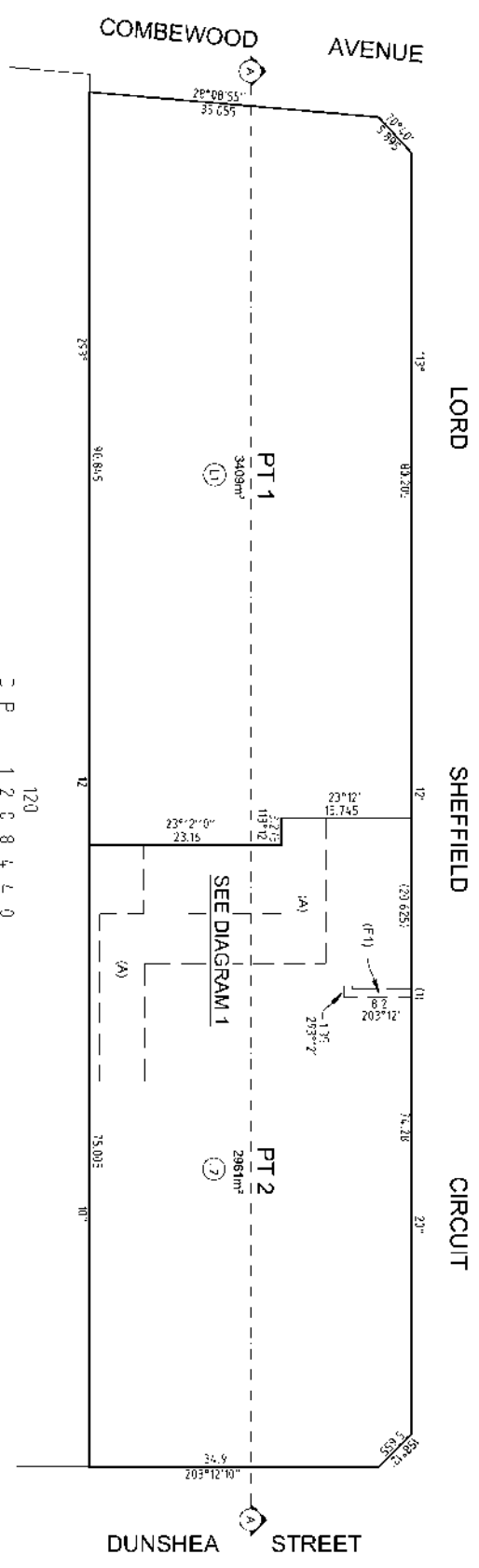
LGA: PENRITH  
Locality: PENRITH  
Subdivision No: 091117  
Lengths are in metres. Reduction Ratio: 800

Map stored: 29.1.2018

DP1237525



BASEMENT LEVEL AND BELOW



- LOT 1 IS A STRAIGHT LOT LIMITED IN DEPTH & HEIGHT ON REGULAR HORIZONTAL PLANES ON (A.H.C.) AS DEDICATED HEREUNDER
- (1) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 21.7
- LOT 2 IS A STRAIGHT LOT LIMITED IN DEPTH & HEIGHT ON REGULAR HORIZONTAL PLANES ON (A.H.C.) AS DEDICATED HEREUNDER
- (2) UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO RL 21.7 AND THE LOWER STRAIGHT LOT 1 L4

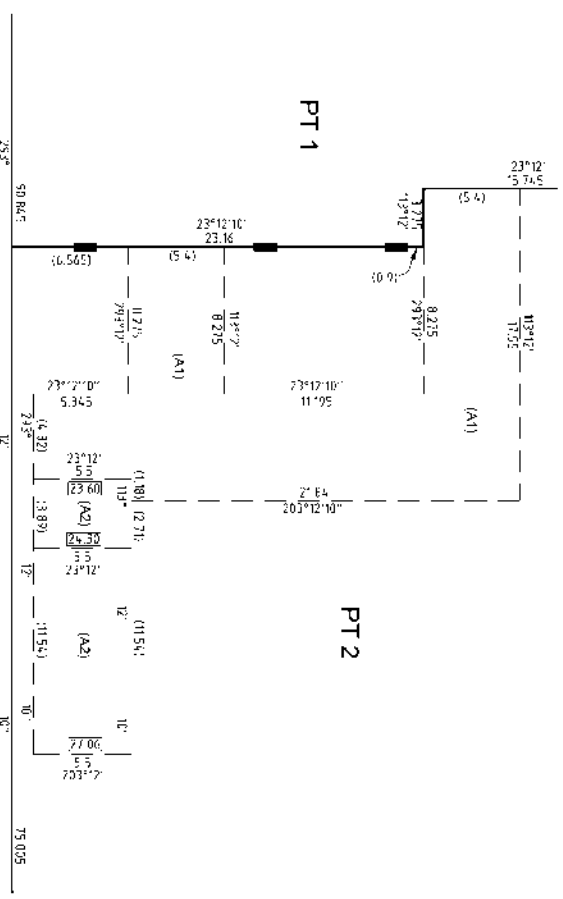
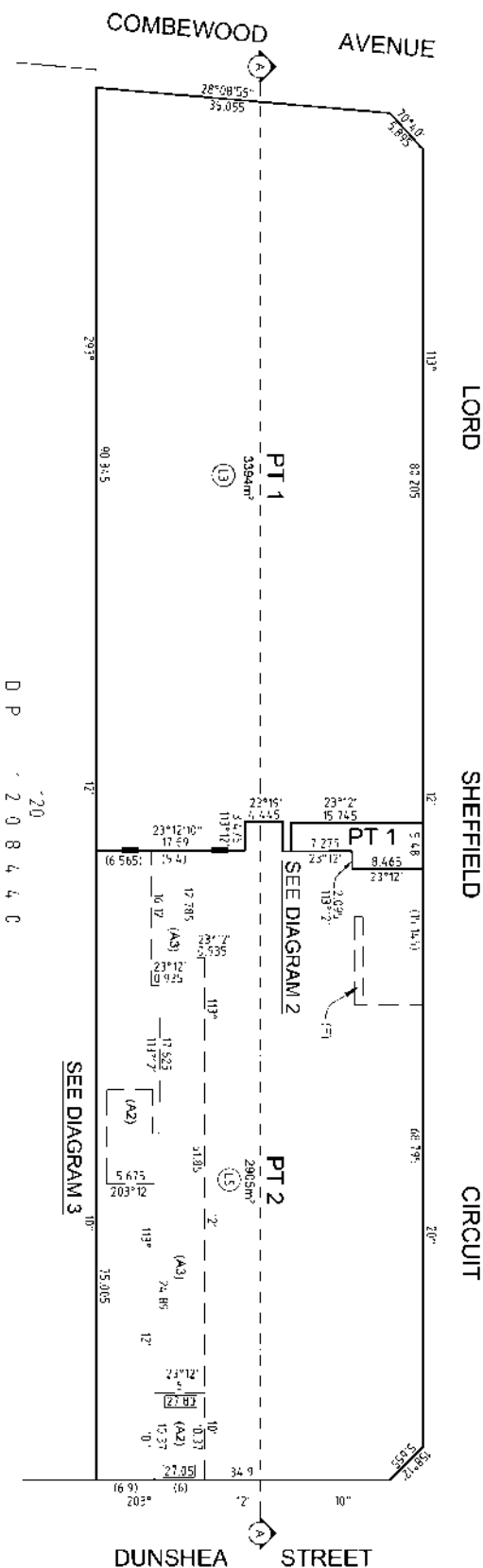


DIAGRAM 1  
SCALE 1:200

REMARKS: E3JUNE18 IS CENTERLINE OF COLUMN

Surveyor Date of Survey Surveyor's Reference	GLENN HARRIS COX 12-25-2017 4233407 098	PLAN OF SUBDIVISION OF LOT 3105 IN DP 1184499	LGA PENRITH Locality PENRITH Subdivision No. 091117 Lengths are in metres Reducible Ratio 1:400	Map stored 29.1.2018	DP1237525
----------------------------------------------------	-----------------------------------------------	-----------------------------------------------	----------------------------------------------------------------------------------------------------------	-------------------------	-----------

LEVEL 1



LORD SHEFFIELD CIRCUIT

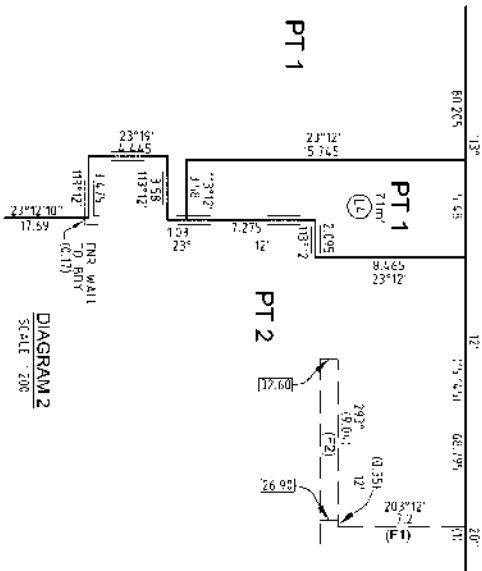


DIAGRAM 2  
SCALE: 1:200

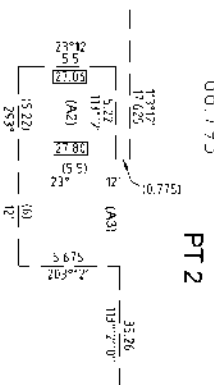


DIAGRAM 3  
SCALE: 1:200

- LOT 1 IS A STRAIGHT LOT LIMITED IN DEPTH & HEIGHT ON REGULAR HORIZONTAL PLANES ON A H.C. AS DEDICATED HEREUNDER.
- (13) LIMITED IN DEPTH TO RL 27.7 AND LIMITED IN HEIGHT TO RL 32.5
- (14) LIMITED IN DEPTH TO RL 26.77 AND LIMITED IN HEIGHT TO RL 32.5
- LOT 2 IS A STRAIGHT LOT LIMITED IN DEPTH & HEIGHT ON REGULAR HORIZONTAL PLANES ON A H.C. AS DEDICATED HEREUNDER.
- (15) LIMITED IN DEPTH TO RL 27.7 AND LIMITED IN HEIGHT TO RL 32.5

(A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN STRAIGHT PLANE WITH R.L.S. SHOWN IN THE PLAN AND 2.5 ABOVE

(A3) RIGHT OF CARRIAGEWAY VARIABLE WIDTH LIMITED IN DEPTH TO RL 27.8 & LIMITED IN HEIGHT TO RL 30.2

(F1) EASEMENT FOR FIRE EGRESS 1 WIDE LIMITED IN DEPTH TO RL 26.9 AND LIMITED IN HEIGHT TO RL 29.3

(F2) EASEMENT FOR FIRE EGRESS 1 WIDE LIMITED IN DEPTH TO RL 27.8 AND INCLINED PLANE WITH R.L.S. SHOWN IN THE PLAN AND 2.4 ABOVE

EASEMENT FOR SERVICES - WHOLE OF LOT

LOT 1'S BOUNDARY IS  
DEFINITIVE OR  
DEFINITIVE OR  
DEFINITIVE OR

DP1237525

29 JAN 2018

NSW PENRITH LOCALITY PENRITH

Subdivision No. 091117

Lengths are in metres Reduction Ratio: 1:400

PLAN OF SUBDIVISION OF LOT 3105 IN DP 1164499

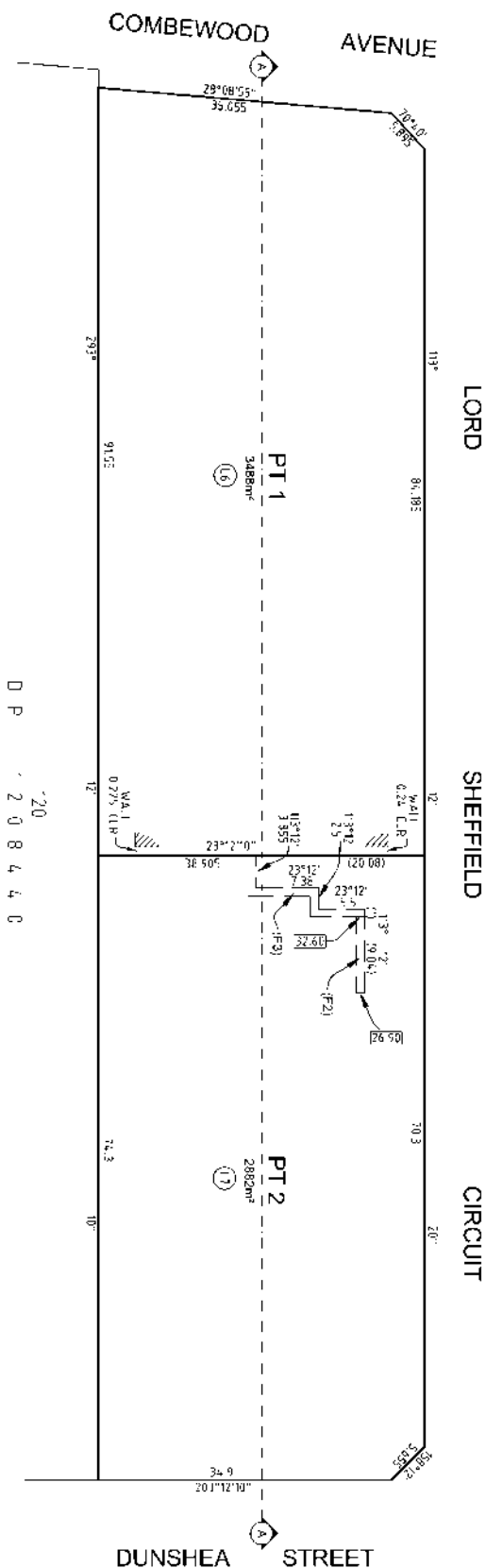
Date of Survey 12/06/2017

Surveyor's Reference 4233402 099

Surveyor's Reference 4233402 099

Surveyor's Reference 4233402 099

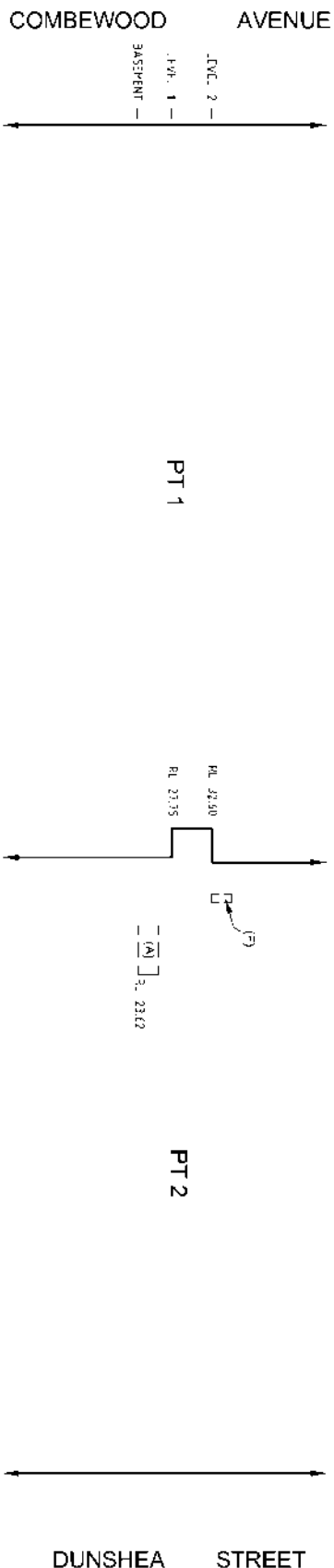
## LEVEL 2 AND ABOVE



20  
208446  
D F

- LOT 1 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT ON REGULAR HORIZONTAL PLANS ON (A) LOTS, AS DONATED HEREUNDER.
- (17) LIMITED IN DEPTH TO 10 FEET AND LIMITED IN HEIGHT
- LOT 2 IS A STRATUM LOT LIMITED IN DEPTH & HEIGHT ON REGULAR HORIZONTAL PLANS ON (A) LOTS, AS DONATED HEREUNDER.
- (17) LIMITED IN DEPTH TO 10 FEET AND LIMITED IN HEIGHT

## SECTION A-A



(A) RIGHT OF CARRY AGREEMENT VARIABLE WIDTH LIMITED IN STRATUM

IF EASEMENT FOR FIRE EGRESS 1 WIDE LIMITED IN STRATLM

WITH THE SLOPE TILTS \_\_\_\_\_ AND 24 ABOVE

(F-3) EASEMENT FOR FIRE CROSS T WIDE LIMITED IN DEPTH 10 FT 32.6 AND LIMITED LENGTH 10 FT 35

INFEIGHT 10 HL 35

EASEMENT FOR SERVICES - WHOLE LOT

Supplier: GLENN HARTIG COX Date of Sale: 12/5/2017 Supplier's Reference: 4233007099	PLAN OF SUBDIVISION OF LOT 3105 IN DP 1184493	LGA: PENNETH Locality: PENRORTH Subdivision No.: 083117 Lengths are in metres Reducible Ratio: 400	Hcg stored  29.1.2018	DP1237525
-------------------------------------------------------------------------------------------	-----------------------------------------------	-------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------	-----------

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:



29.1.2018

Office Use Only

Office Use Only

Title System: TORRENS

DP1237525

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 3105 IN  
DP1184499

LGA: PENRITH

Locality: PENRITH

Parish: CASTLEREAGH

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

Survey Certificate

I, ..... (Authorised Officer) in  
approving this plan certify that all necessary approvals in regard to the  
allocation of the land shown herein have been given.

I, GLENN HARRIS COX

of LTS LOCKLEY, LOCKED BAG 5, GORDON NSW 2072

a surveyor registered under the *Surveying and Spatial Information Act*  
2002, certify that:

Signature: .....

\*(a) The land shown in the plan was surveyed in accordance with the  
*Surveying and Spatial Information Regulation 2012*, is accurate  
and the survey was completed on 12 September 2017.

Date: .....

\*(b) The part of the land shown in the plan (~~\*being~~/\*excluding ~~^~~.....

File Number: .....

~~was surveyed in accordance with the *Surveying and Spatial*  
*Information Regulation 2012*, is accurate and the survey was  
completed on..... the part not surveyed was compiled  
in accordance with that Regulation.~~

Office: .....

\*(c) The land shown in this plan was compiled in accordance with the  
*Surveying and Spatial Information Regulation 2012*.

Subdivision Certificate

SC17/0084

I, Gavin Cherry  
\*Authorised Person/\*General Manager/\*Accredited Certifier, certify that  
the provisions of s.109J of the *Environmental Planning and*  
*Assessment Act 1979* have been satisfied in relation to the proposed  
subdivision, new road or reserve set out herein.

Signature: ..... Dated: 12/9/17

Signature: [Signature]

Surveyor ID: 875

Accreditation number: .....

Datum Line: 'X' - 'Y'

Consent Authority: PENRITH CITY COUNCIL

Type: \*Urban/\*Rural

Date of endorsement: 26/10/17

The terrain is \*Level-Undulating / \*Steep-Mountainous.

Subdivision Certificate number: 091/17

File number: DA16/1358

\*Strike through if inapplicable.

\*Strike through if inapplicable.

\*Specify the land actually surveyed or specify any land shown in the plan that  
is not the subject of the survey.

Statements of intention to dedicate public roads create public reserves  
and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/compilation.

DP1171490

DP1184495

DP1205092

DP1208440

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: 42334DP 009

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered:



29.1.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 3105 IN  
DP1184499

DP1237525

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

- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 091/17

Date of Endorsement: 26/10/17

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, IT IS INTENDED TO CREATE:

1. Easement for Support and Shelter (Whole of Lot)
2. Easement for Services (Whole of Lot)
3. Right of Carriageway Variable Width Limited in Stratum (A).
4. Easement for Fire Egress 1 Wide Limited in Stratum (F).

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	1-39	LORD SHEFFIELD	CIRCUIT	PENRITH
2	1-39	LORD SHEFFIELD	CIRCUIT	PENRITH

EXECUTED by  
EVOLVE JOURNEY LIMITED  
ACN 605 884 160  
in accordance with Section 127  
of the Corporations Act

Signature of Director

Signature of Director/secretary

NAME (please print)

NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42334DP 009

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  29.1.2018 Office Use Only

Office Use Only



PLAN OF SUBDIVISION OF LOT 3105 IN  
DP1184499

DP1237525

Subdivision Certificate number: 091/17  
Date of Endorsement: 26/10/17

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

MORTGAGEE: COMMONWEALTH BANK OF AUSTRALIA

<b>Land and Property Information</b> <b>NEW SOUTH WALES</b>	
I certify the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified
Signature of witness: 	Signature of attorney: 
Name of witness: <u>CHRISTOPHER ALDER</u>	Attorney's name: <u>KELVIN OLU</u>
Address of witness: <u>141/9 201 SUSSEX ST</u> <u>SYDNEY NSW 2000</u>	Attorney's position: <u>RISK EXECUTIVE</u>
	Signing on behalf of: <u>COMMONWEALTH BANK OF AUSTRALIA</u> ABN 48 123 123 124
	Power of attorney <u>-Book 4548 No: 494-</u>

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42334DP 009


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:  29.1.2018

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 3105 IN  
DP1184499

DP1237525

Subdivision Certificate number: 091/17

Date of Endorsement: 26/10/17

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

MORTGAGEE:

EXECUTED by  
CONSTANT 24 PTY LIMITED  
ACN 608 351 346  
in accordance with Section 127  
of the Corporations Act

)  
)  
)  
)  
)

Signature of Director

Signature of Director/secretary

NAME (please print)

NAME (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 42334DP 009

**Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919**

ePlan

**Lengths are in metres:**

(Sheet 1 of 8 sheets)

**Plan: DP1237525**

Plan of Subdivision of Lot 3105 in  
DP1184499

Covered By DA16/1358

Dated 21/02/2017

CC091/17 26/10/17

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

Evolve Journey Limited  
ACN 605 684 160  
9 Argyle Street  
Parramatta NSW 2150

**Part 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s) bodies or Prescribed Authorities:
1	Easement for Support and Shelter (Whole of Lot)	1, <del>2</del> 2	2, 4 1
2	Easement for Services (Whole of Lot)	1, <del>2</del> 2	2, 4 1
3	Right of Carriageway Variable Width Limited in Stratum (A)	2	1
4	Easement for Fire Egress 1 Wide Limited in Stratum (F)	2	1





ePlan

**Lengths are in metres:**

(Sheet 2 of 8 sheets)

**Plan: DP1237525**

Plan of Subdivision of Lot 3105 in  
DP1184499

C2041/17 24/10/17

## **Part 2 (Terms)**

### **1. Terms of Easement for Support and Shelter (Whole of Lot) Numbered 1 in the Plan**

An easement for support and shelter as defined in and the subject of section 196K of the Act.

### **2. Terms of Easement for Services (Whole of Lot) Numbered 2 in the Plan**

- (a) An easement for services in the terms of Schedule 8B to the Act as if the easement was one which specified each Service as defined in this Instrument.
- (b) A Management Statement may include provisions in respect of the use, repair and maintenance of the Services or the Easement Site.
- (c) A Management Statement may regulate the apportionment of costs in relation to this Easement.

### **3. Terms of Right of Carriageway Variable Width Limited in Stratum (A) Numbered 3 in the Plan**

The Grantor grants full, free and unimpeded right to the Grantee and its Authorised Users to go, pass and repass over the Easement Site to and from the Lot Benefited at all times and for all purposes with or without vehicles.

### **4. Terms of Easement for Fire Egress 1 Wide Limited in Stratum (F) Numbered 4 in the Plan**

The Grantor grants to the Grantee and its Authorised Users the right to go, pass and repass across the fire stairs and passages within the Easement Site by foot only for the purpose of exiting the Lot Benefited:

- (a) in an emergency
- (b) for fire drill purposes, or
- (c) if the lifts are not operational or are otherwise unavailable.



ePlan

**Lengths are in metres:**

(Sheet 3 of 8 sheets)

**Plan: DP1237525**

Plan of Subdivision of Lot 3105 in  
DP1184499 *CC091/17 26/10/17*

**Part 3 (General rules and definitions)**

**1. Interpretation**

**1.1 Definitions**

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

**Act** means the Conveyancing Act 1919 (NSW).

**Authorised User** means any person authorised by the Grantee or a prescribed authority (as the case may be) and includes:

- (a) if a Strata Plan is registered over any Lot Benefited, each registered proprietor of a lot in that Strata Scheme and any occupier or lessee of that lot as authorised by the Owners Corporation, and
- (b) where the Grantee is an Authority Benefited, the officers, servants agents and workmen of the Authority Benefited and any other person authorised by the Authority Benefited to exercise its rights or comply with its obligations under this Instrument.

**Authority** means any government or governmental, semi-governmental, quasi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes:

- (a) any officers, servants, agents and workmen of the Authority and any other person authorised by the Authority, and
- (b) the Council.

**Authority Benefited** means the Authority having the benefit of an Easement under this Instrument.

**Building** means the building constructed on the lots the subject of this Instrument.

**Council** means Penrith City Council.

**Easement** includes any easement, covenant, positive covenant or restriction on use created in this Instrument.

**Easement Site** in relation to an Easement, means the site of the Easement identified in the Plan and includes all items within the site of that Easement.

**Grantee** means:

- (a) the registered proprietor of a Lot Benefited
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Benefited, the Owners Corporation in respect of the Strata Scheme, and
- (c) an Authority Benefited.



ePlan

**Lengths are in metres:**

(Sheet 4 of 8 sheets)

**Plan: DP1237525**

Plan of Subdivision of Lot 3105 in  
DP1184499 Cc091/17 26/10/17

**Grantor means:**

- (a) the registered proprietor of a Lot Burdened, and
- (b) if, from time to time, a Strata Scheme exists in respect of a Lot Burdened, the Owners Corporation in respect of that Strata Scheme.

**Instrument** means this section 88B instrument.

**Lot Benefited** means the whole or any part of a lot having the benefit of an Easement.

**Lot Burdened** means the whole or any part of a lot having the burden of an Easement.

**Management Statement** means a strata management statement registered in accordance with the Strata Development Act, which applies to any of the lots in the Plan.

**Owners Corporation** means an owners corporation constituted under the *Strata Schemes Management Act 2015* (NSW).

**Plan** means the plan to which this Instrument relates.

**Service** means:

- (a) each service as defined in section 196L(1) of the Act
- (b) all forms of telecommunications services including digital spectrum signals and impulses
- (c) exhaust and extraction services of any kind, and

any plant, units, pipes, poles, wires, cables, conduits, ducts, structures and equipment required for the transmission or delivery of any such service.

**Strata Development Act** means the *Strata Schemes Development Act 2015* (NSW).

**Strata Plan** means a strata plan registered under the Strata Development Act.

**Strata Scheme** means a strata scheme created under the Strata Development Act.

## **1.2 Interpretation**

- (a) The word "includes" in any form is not a word of limitation.
- (b) Headings do not affect the interpretation of this Instrument.
- (c) The singular includes the plural and conversely.

## **1.3 Covenants and Agreements to Run with the Land**

Each Easement, covenant and restriction contained within this Instrument are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Benefited or any part of it with which the right is capable of enjoyment, and



ePlan

**Lengths are in metres:**

**(Sheet 5 of 8 sheets)**

**Plan: DP1237525**

Plan of Subdivision of Lot 3105 in  
DP1184499 CC091/17 26/10/17

- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the Lot Burdened or any part of it with which the right is capable of enjoyment,

to the extent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements, covenants and restrictions.

**1.4 Persons Bound**

Each Grantor and Grantee:

- (a) is bound by, and must comply with, the terms of each relevant easement, covenant and restriction in this Instrument, and
- (b) must use reasonable endeavours to ensure its Authorised User complies with the terms of each relevant easement, covenant and restriction.

**1.5 Inconsistency with Management Statement**

If there is an inconsistency between the terms of an Easement and a Management Statement, including the apportionment of costs, the Management Statement prevails to the extent of the inconsistency provided that this subclause does not apply to an Easement where the Grantee is an Authority.



ePlan

Lengths are in metres:

(Sheet 6 of 8 sheets)

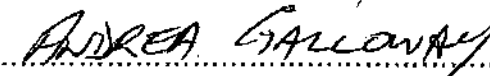
Plan: **DP1237525**


Plan of Subdivision of Lot 3105 in  
DP1184499 CC091/17 26/10/17

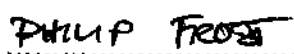
EXECUTED by  
EVOLVE JOURNEY LIMITED  
ACN 605 684 160  
in accordance with Section 127  
of the Corporations Act

)  
)  
)  
)  
)

  
.....  
Signature of Director

  
.....  
NAME (please print)

  
.....  
Signature of Director/secretary

  
.....  
NAME (please print)



ePlan

Lengths are in metres:

(Sheet 7 of 8 sheets)

Plan: **DP1237525**

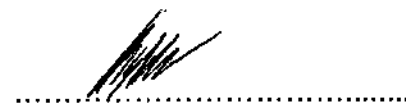
Plan of Subdivision of Lot 3105 in  
DP1184499 C.C. 09/17 26/10/17

MORTGAGEE: COMMONWEALTH BANK OF AUSTRALIA

SIGNED by )  
COMMONWEALTH BANK OF AUSTRALIA )  
ABN 48 123 123 124 )  
by its attorney under power of attorney )  
book no. ~~4548~~/494 )



Sign (attorney)  
the attorney states that he or she has no  
notice of termination or suspension of the  
power



Sign (witness)  
the witness states that he or she is not a party  
and was present when the attorney signed

KELVIN QIU  
FULL NAME (attorney)

CHRISTOPHER ALOER  
FULL NAME (witness)

LV 9, 201 SUSSEX ST, SYDNEY NSW 2000  
ADDRESS (witness)



ePlan

Lengths are in metres:

(Sheet 8 of 8 sheets)

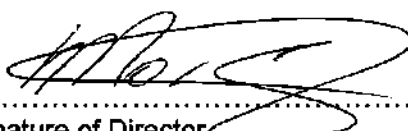
Plan: **DP1237525**

Plan of Subdivision of Lot 3105 in  
DP1184499 CC091/17 26/10/17

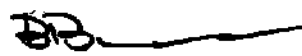
MORTGAGEE:

SIGNED by  
CONSTANT 24 PTY LTD  
ACN 608 351 346  
in accordance with Section 127  
of the Corporations Act

)  
)  
)  
)  
)


  
.....  
Signature of Director

WILL MORGAN  
.....  
NAME (please print)


  
.....  
Signature of Director/secretary

Brian Bailison  
.....  
NAME (please print)

Signed pursuant to S.377 of the  
Local Government Act 1993 on behalf  
of Penrith City Council:

Witness:   
CHRISTINA MARTIN  
c/- 601 HIGH ST  
PENRITH

Name: Gavin Cherry

Signature: 

Position: Development Assessment  
Coordinator

REGISTERED



29.1.2018



#### Lodger Details

Lodger Code 506518  
Name THOMAS MARTIN LAWYERS  
Address 47 ALLAWAH AV  
CARSS PARK 2221  
Lodger Box 1W  
Email MALCOLM@THOMASMARTINLAW.COM.AU  
Reference TM21154

Land Registry Document Identification

AR84108

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/SP96849	N	

#### Owners Corporation

THE OWNERS - STRATA PLAN NO. SP96849

Other legal entity

#### Meeting Date

31/03/2021

#### Amended by-law No.

**Details** NA

#### Added by-law No.

**Details** Special By-Law 27

#### Repealed by-law No.

**Details** NA

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

##### SIGNING FOR APPLICANT PARTY

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. SP96849

**Signer Name** MALCOLM HINDE

**Signer Organisation** TMMJ GROUP PTY LTD

**Signer Role** PRACTITIONER CERTIFIER

**Execution Date** 26/05/2021



Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900

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

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

(A) **TORRENS TITLE**

For the common property  
CP/SP96849

(B) **LODGED BY**

Document  
Collection  
Box

Name MALCOLM HINDE  
Company THOMAS MARTIN LAWYERS  
Address Level 33, Australia Square, 264 George St Sydney  
E-mail malcolm@thomasmartinlaw.com.au Contact Number 02 8001 6665  
Customer Account Number (IF APPLICABLE) Reference TM21154

CODE

**CH**

- (C) The Owner-Strata Plan No. 96849 certify that a special resolution was passed on 31/3/2021
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows –
- (E) Repealed by-law No. NOT APPLICABLE  
Added by-law No. Special By-Law 27  
Amended by-law No. NOT APPLICABLE  
as fully set out below :  
See Annexure A

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure A

(G) The seal of The Owners-Strata Plan No. 96849 was affixed on 17 MAY 2021 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Name :

Authority :

Signature :

Name :

Authority :



## By-Laws

**Harts Landing 1 -39 Lord Sheffield Circuit, Penrith  
NSW 2750**



The common seal of The Owners – Strata Plan No 96849 was affixed on

17 MAR 2021 in the presence of:

Signature(s): *Rob Smith*

Name(s): Rob Smith

Capacity: Strata managing agent / strata committee 1 / strata committee 2 (circle applicable)

Being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015  
to attest the affixing of the seal

## Contents

<b>1.</b>	<b>Definitions and Interpretation.....</b>	<b>5</b>
<b>2.</b>	<b>Introduction .....</b>	<b>7</b>
<b>3.</b>	<b>Behaviour.....</b>	<b>8</b>
<b>4.</b>	<b>Responsibility for visitors .....</b>	<b>8</b>
<b>5.</b>	<b>Obligations of Owners and Occupiers for the Lot.....</b>	<b>9</b>
<b>6.</b>	<b>Keeping Animals .....</b>	<b>10</b>
<b>7.</b>	<b>Noise controls .....</b>	<b>12</b>
<b>8.</b>	<b>Erecting a sign.....</b>	<b>12</b>
<b>9.</b>	<b>Moving and delivering furniture and goods.....</b>	<b>12</b>
<b>10.</b>	<b>Balconies .....</b>	<b>13</b>
<b>11.</b>	<b>Storing and operating a barbeque.....</b>	<b>15</b>
<b>12.</b>	<b>Disposal of garbage .....</b>	<b>15</b>
<b>13.</b>	<b>Architectural and Landscape Standards .....</b>	<b>16</b>
<b>14.</b>	<b>Building Works .....</b>	<b>16</b>
<b>15.</b>	<b>Use .....</b>	<b>17</b>
<b>16.</b>	<b>Building Manager .....</b>	<b>17</b>
<b>17.</b>	<b>Special privilege for Air Conditioning Units .....</b>	<b>18</b>
<b>18.</b>	<b>Energy and water rated appliances .....</b>	<b>18</b>
<b>19.</b>	<b>Damage to Common Property.....</b>	<b>19</b>
<b>20.</b>	<b>Insurance premiums.....</b>	<b>19</b>
<b>21.</b>	<b>Security .....</b>	<b>19</b>

**22. Security Keys.....20**

**23. Consents .....21**

**24. Failure to comply with by-laws..... 22**

**25. Service of documents.....22**

**26. NBN Co Limited rights..... 22**

**27. Prohibition on Illegal Parking on Common Property ..... 24**

## By-Laws for Harts Landing

### 1. Definitions and Interpretation

#### 1.1 Definitions

Unless the contrary intention appears, in these by-laws:

**Air Conditioning Unit** means an air conditioning unit located within a Lot and which exclusively services a Lot and includes cables, conduits, pipes, wires, ducts and any other service that connects the air conditioning unit to the Lot or which are otherwise for the exclusive use of a Lot.

**Architectural and Landscape Standards** means the architectural and landscape standards set out in Schedule 1.

**Balcony** means a balcony, terrace and/or courtyard in a Lot.

**Building Manager** means the building manager appointed by the Owners Corporation according to by-law 16.

**Building Works** mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (for example, a wall dividing 2 rooms in the Lot);
- (d) Common Property services; or
- (e) services in the Development, whether or not they are for the exclusive use of the Lot,

but excludes:

- (a) works or alterations to the interior of Common Property walls in a Lot; and
- (b) works which an Owner is entitled to carry out under a Common Property Rights By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

**Common Property** means common property in the Development and personal property of the Owners Corporation.

**Common Property Rights By-Law** means by-laws granting Owners exclusive use and special privileges of Common Property according to Division 3 of Part 7 of the Management Act.

**Council** means the Penrith City Council.

**Developer** means Evolve Journey Limited ACN 605 684 160 or any nominee of Evolve Journey Limited ACN 605 684 160 notified to the Strata Committee.

**Development** means the strata scheme created on registration of the Strata Plan.

**Government Agency** means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

**Lot** means a strata lot in the Development.

**Management Act** means *Strata Schemes Management Act 2015* (NSW).

**Occupier** means the occupier, lessee, licensee or any person in lawful occupation of a Lot or any part of a Lot.

**Owner** means:

- (c) the owner for the time being of a Lot;
- (d) if a Lot is subdivided, the owners for the time being of the new Lots;
- (e) for a Common Property Rights By-Law, the owner of the Lot benefiting from the by-law; and
- (f) a mortgagee in possession of a Lot.

**Owners Corporation** means the owners corporation established on registration of the Strata Plan.

**Restricted Dog** has the meaning it has in the *Companion Animals Act 1998* (NSW).

**Security Keys** means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

**Strata Committee** means the strata committee of the Owners Corporation appointed under Division 1 of Part 3 of the Management Act.

**Strata Plan** means the strata plan registered with these by-laws.

## 1.2 Interpretation

Unless a contrary intention appears, a reference in these by-laws to:

- (a) words that are not defined in these by-laws have the same meaning as they do in the Management Act;

- (b) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (c) the word **person** includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
- (d) a particular person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
- (e) the singular includes the plural and vice versa; and
- (f) the words **include** or **including** are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

### **1.3 Headings**

Headings are for convenience only and do not affect the interpretation of the by-laws.

### **1.4 Severability**

A provision of these by-laws that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of the provision in these by-laws in any other jurisdiction or the validity or enforceability of the remaining by-laws in any jurisdiction.

### **1.5 Discretion in exercising rights**

The Owners Corporation and the Strata Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless these by-laws expressly state otherwise).

### **1.6 Partial exercise of rights**

If the Owners Corporation, Strata Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

### **1.7 Remedies cumulative**

The rights and remedies provided in these by-laws are in addition to other rights and remedies given by law independently of these by-laws.

## **2. Introduction**

### **2.1 What are by-laws?**

These by-laws regulate the day-to-day management and operation of the Development.

## **2.2 Who must comply with the by-laws?**

Owners and Occupiers and the Owners Corporation must comply with these by-laws.

## **3. Behaviour**

### **3.1 Obligations of Owners and Occupiers**

Owners and Occupiers must not:

- (a) make noise, vibration or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while on Common Property or allow smoke from them to enter Common Property or another Lot;
- (d) obstruct the use of Common Property by any person;
- (e) do anything in the Development which is illegal;
- (f) leave children unattended in or on areas of Common Property which are of possible danger or hazard to children; or
- (g) do anything which might damage the good reputation of the Owners Corporation or the Development.

### **3.2 Complying with law**

Owners and Occupiers must comply on time and at their cost with all laws relating to:

- (a) their Lot; and
- (b) Common Property to which they have a licence, lease or a right to use under a Common Property Rights By-Law.

## **4. Responsibility for visitors**

### **4.1 Owners and Occupiers obligations**

Owners and Occupiers must:

- (a) take all reasonable steps to ensure that the visitors of any Owner or Occupier comply with these by-laws;
- (b) ensure their visitors leave the Development if they do not comply with the by-laws; and



- (c) accompany visitors at all times, except when they are entering or leaving the Development.

#### **4.2 Leasing Lots**

If an Owner leases or licences its Lot, the Owner must:

- (a) provide its tenant or licensee with an up-to-date copy of these by-laws; and
- (b) ensure that the Owner's tenant or licensee and their visitors comply with these by-laws.

### **5. Obligations of Owners and Occupiers for the Lot**

#### **5.1 General obligations**

Each Owner and Occupier must, in relation to the Lot which they own or occupy:

- (a) keep the Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under these by-laws which services the Lot; and
- (c) notify the Owners Corporation if they change the existing use of the Lot in a way which may affect the Owners Corporation's insurance policies or premiums.

#### **5.2 Owners Corporation Consent**

Each Owner and Occupier must have consent from the Owners Corporation to:

- (a) carry out Building Works;
- (b) do or keep anything in or on a Lot that is not in keeping with the appearance of the Development;
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in a Lot if they are visible from outside of the Lot or the Development;
- (d) install an audible intruder alarm;
- (e) do anything that may invalidate or suspend any insurances effected by the Owners Corporation or increase the premium; and
- (f) attach or hang an aerial or wires outside a Lot.

#### **5.3 Floor coverings**

- (a) Each Owner and Occupier must keep the floors in their Lot covered or treated to stop the transmission of noise which unreasonably disturbs other Owners or Occupiers.

- (b) If an Owner wants to change the floor covering or treatment within their Lot other than the floor covering or treatment existing as at the date of registration of the Development strata plan, the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and must comply with the requirements of the Building Code of Australia.
- (c) Each Owner must have consent from the Owners Corporation to *remove* or interfere with floor coverings or treatments in their Lot which assist to prevent the transmission of noise.

#### **5.4 Windows**

- (a) Each Owner must obtain consent from the Owners Corporation to:
  - (i) attach window tinting (or any other item); and
  - (ii) install curtains, roller blinds or venetian blinds (or any other type of window covering),to windows and glass doors in the Owner's Lot.
- (b) Each Owner may install curtains, roller blinds or venetian blinds on or in their Lot provided that the window coverings have an appearance from outside the Lot or the Development which is in keeping with the appearance of the Development and in accordance with the Architectural and Landscape Standards.

#### **5.5 Laundry**

Owners and Occupiers must not hang laundry (or any other item) in any area of their Lot so that it is visible from outside the Lot.

#### **5.6 Car parking spaces**

Car parking spaces must only be used for the parking of cars. Car parking spaces must not be used for storing bicycles or other goods except that any part of a car parking space that has been specifically designated as storage space by the Developer may be used for storage.

### **6. Keeping Animals**

#### **6.1 Permitted animals**

- (a) Owners and Occupiers may keep in their Lot, without obtaining the consent of or notifying the Owners Corporation:
  - (i) fish in a secure indoor aquarium not exceeding 1,200 litres in volume; or
  - (ii) a guide dog or hearing dog or other animal if they need the dog or other animal because of a visual disability, hearing disability or any other disability.

- (b) Owners and Occupiers may keep up to a total maximum of two of the following types of animals in their Lot:
  - (i) small companion dogs (other than Restricted Dogs which are expressly prohibited);
  - (ii) cats;
  - (iii) small caged birds,but only if the Owner or Occupier notifies the Owners Corporation in writing before bringing the animals in or on to the Lot.
- (c) Owners and Occupiers may not keep any other type of animal in their Lot without the written consent of the Owners Corporation (such consent not to be unreasonably withheld).

## 6.2 Controlling animals

Owners and Occupiers must ensure that:

- (a) any animal they are allowed to keep under this by-law does not wander onto another Lot or Common Property; and
- (b) when taking any animal onto Common Property, they must carry it and control it at all times.

## 6.3 Conditions for keeping an animal

The Owners Corporation has the right at any time to order an Owner or Occupier to remove its animal if:

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) the Owner or Occupier does not comply with its obligations under this by-law 6;
- (c) if the Owner or Occupier keeps a dog, the dog becomes a Restricted Dog in accordance with the *Companion Animals Act 1998* (NSW); or
- (d) if the animal is a companion animal as defined in the *Companion Animals Act 1998* (NSW), it is not registered under that Act.

## 6.4 Responsibilities

Owners and Occupiers are responsible:

- (a) to other Owners and Occupiers and people using Common Property for:
  - (i) any noise their animal makes which causes unreasonable disturbance; and

- (ii) damage to or loss of property or injury to any person caused by their animal; and

- (b) to clean up after their animal and take such action as may be necessary to clean all areas of their Lot and Common Property that are soiled by the animal.

## **7. Noise controls**

### **7.1 Noise which affects neighbours**

Owners and Occupiers must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

### **7.2 Equipment and machinery**

Owners and Occupiers must ensure that equipment and machinery in their Lot or Common Property does not cause vibrations or noise in another part of the Development which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

## **8. Erecting a sign**

### **8.1 Obligations**

Owners and Occupiers must not erect a sign in their Lot or on Common Property.

### **8.2 Developer Activities**

The Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in Lot which is owned by the Developer.

## **9. Moving and delivering furniture and goods**

### **9.1 Moving in**

Owners and Occupiers must make arrangements with the Owners Corporation at least 72 hours before they *move* in to or out of the Development or *move* large articles (for example, furniture) through Common Property.

### **9.2 Obligations**

When an Owner or Occupier takes deliveries or *moves* furniture or goods through the Development, they must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (b) repair any damage they (or the person making the delivery) cause to Common Property; and

- (c) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

### **9.3 Additional requirements for moving in or moving out**

The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Development:

- (a) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
- (b) Owners or Occupiers may be required to make moving arrangements and receive their deliveries at specified times on specified days; and
- (c) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 72 hours of the move being completed.

### **9.4 Building Manager may co-ordinate**

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:

- (a) make arrangements with the Building Manager when they move in or out of the Development; and
- (b) comply with the requirements of the Building Manager when they take deliveries or move furniture or goods through the Development.

### **9.5 Indemnity**

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 9, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) damage to a Lot or to Common Property;
- (b) damage or injury to any person.

## **10. Balconies**

### **10.1 What can be kept on a Balcony?**

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

- (a) it is a type approved by the Owners Corporation;
- (b) it is of a standard commensurate with the standard of the Development;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous; and
- (e) it is not likely to be blown off or fall from the Balcony.

**10.2 Prohibitions on items on balconies**

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

**10.3 Removing items from a Balcony**

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

**10.4 Enclosing a Balcony**

Owners and Occupiers must not enclose their Balconies.

**10.5 Portable items to be removed when Balcony not in use**

Owners and Occupiers must remove from their Balcony all portable items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

**10.6 Owner and Occupier responsibilities**

Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

**10.7 Indemnity**

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 10, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) damage to a Lot or to Common Property;
- (b) damage or injury to any person.

## **11. Storing and operating a barbeque**

### **11.1 Barbeques**

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:

- (a) it is a type approved under by-law 11.2;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) it is kept covered when not in operation;
- (e) it is kept clean and tidy; and
- (f) they comply with this by-law.

### **11.2 Types of approved barbeques**

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:

- (a) a covered gas or electric portable barbeque; or
- (b) any other type approved by the Owners Corporation.

### **11.3 Operating a barbeque**

- (a) Owners and Occupiers may only operate barbeques during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).
- (b) When Owners and Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

## **12. Disposal of garbage**

### **12.1 General requirements**

Owners and Occupiers must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the garbage room according to this by-law); or
- (b) in an area of their Lot which is visible from outside the Lot.

### **12.2 Obligations**

Owners and Occupiers must:

- (a) drain and securely wrap household garbage and put it in the garbage room;

- (b) leave other garbage and recyclable materials in the area in the garbage room designated by the Owners Corporation for that purpose;
- (c) drain and clean bottles and make sure they are not broken before placing them in the area in the Garbage Room designated by the Owners Corporation for that purpose;
- (d) recycle garbage according to instructions from the Owners Corporation and Council; and
- (e) contact the Owners Corporation to *remove* (at the Owner's or Occupier's cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not *remove* as part of its normal garbage collection service.

#### **12.3 Owners Corporation responsibility**

The Owners Corporation must:

- (a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
- (b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

### **13. Architectural and Landscape Standards**

#### **13.1 Adoption**

The Owners Corporation adopts the Architectural and Landscape Standards.

#### **13.2 Obligation to comply**

The Owners Corporation, Owners and Occupiers must do everything necessary to comply with the Architectural and Landscape Standards.

#### **13.3 Alteration of Architectural and Landscape Standards**

Any amendment or repeal of the Architectural and Landscape Standards can only be made if passed by special resolution of the members of the Owners Corporation.

### **14. Building Works**

#### **14.1 Consent**

An Owner or Occupier must have consent from the Owners Corporation to carry out Building Works. The Owners Corporation must not consent to the carrying out of Building Works unless it is satisfied the Building Works when completed will be consistent with the Architectural and Landscape Standards.



#### **14.2 Procedures before carrying out Building Works**

Before carrying out Building Works, Owners and Occupiers must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if it propose to interfere with or interrupt services; and
- (d) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

#### **14.3 Procedures when carrying out Building Works**

Owners and Occupiers carrying out Building Works, must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage caused to Common Property or the property of another Owner or Occupier.

### **15. Use**

Owners and Occupiers must ensure that their Lot is not used for any purpose that is prohibited by law.

### **16. Building Manager**

#### **16.1 Appointment**

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for the Development.

#### **16.2 Delegation**

The Owners Corporation cannot delegate its functions or the functions of the Strata Committee to a Building Manager.

#### **16.3 Duties**

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) caretaking, supervising and servicing Common Property;

- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Keys and providing Security Keys according to these by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising the Development generally; and
- U) doing anything else that the Owners Corporation agrees is necessary for the operation and management of the Development.

#### **17. Special privilege for Air Conditioning Units**

Owners must, at their cost:

- (a) operate, maintain and repair their Air Conditioning Unit in accordance with manufacturer's specifications;
- (b) maintain, repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs);
- (c) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building in the Development;
- (d) use contractors approved by the Owners Corporation to maintain repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed; and
- (e) comply with requirements of Government Agencies about Air Conditioning services.

#### **18. Energy and water rated appliances**

All appliances installed in a Lot must be energy rated appliances with an energy star rating of three stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

## **19. Damage to Common Property**

### **19.1 Obligations**

Owners and Occupiers must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if they know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by them, their visitors or persons doing work or carrying out Building Works in the Development on their behalf.

### **19.2 Owners Corporation consent**

Owners and Occupiers must have consent from the Owners Corporation to:

- (a) interfere with or make any alteration to Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation;  
or
- (c) interfere with the operation of Common Property equipment.

## **20. Insurance premiums**

### **20.1 Consent from the Owners Corporation**

An Owner or Occupier must have consent from the Owners Corporation to do anything that might invalidate or suspend any insurance policy effected by the Owners Corporation or increase the premium.

### **20.2 Increased premiums**

If the Owners Corporation gives consent under this by-law, it may make conditions that require the Owners or Occupier to reimburse the Owners Corporation for any increased premium.

## **21. Security**

### **21.1 Rights and obligations of the Owners Corporation**

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into the Development; and
- (b) prevent fires and other hazards.

## **21.2 Installation of security equipment**

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of the Development.

## **21.3 Restricting access to Common Property**

The Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in the Development where an Owner or Occupier does not own or occupy a Lot or have access to according to a Common Property Rights By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of the Development.

## **21.4 Obligations**

An Owner or Occupier must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of the Development.

# **22. Security Keys**

## **22.1 Providing Owners and Occupiers**

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 21.

## **22.2 Number of Security Keys per Lot**

- (a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.
- (b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Development carpark. This will be determined by reference to how many carspaces each Lot has.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

## **22.3 Ownership**

Security Keys belong to the Owners Corporation.

#### **22.4 Managing the Security Key system**

The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

#### **22.5 Obligations**

Owners and Occupiers must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security Keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if they lose a Security Key.

#### **22.6 Prohibitions**

An Owner Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

### **23. Consents**

#### **23.1 Who may give consent?**

Unless a by-law states otherwise, consents under these by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Strata Committee at a meeting of the Strata Committee.

#### **23.2 Conditions**

The Owners Corporation or the Strata Committee may make conditions if they give a consent to do things under these by-laws.

### **23.3 Revocation**

The Owners Corporation or the Strata Committee may revoke their consent if an Owner or Occupier does not comply with:

- (a) conditions made by them when they gave the consent; or
- (b) the by-law under which the consent was given.

## **24. Failure to comply with by-laws**

### **24.1 Owners Corporation step in rights**

The Owners Corporation may do anything on a Lot that the Owner or Occupier should have done under the Management Act or these by-laws but which they have not done or, in the opinion of the Owners Corporation, have not done properly.

### **24.2 Procedures**

The Owners Corporation must give the Owner or Occupier a written notice specifying when it will enter the Lot to do the work and the Owner or Occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to the Lot in accordance with the notice and at the Owner's or Occupier's cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

## **25. Service of documents**

### **25.1 Service by e-mail**

A document may be served on the Owner or Occupier of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to the e-mail address.

## **26. NBN Co Limited rights**

### **26.1 Background**

- (a) NBN Co Limited (NBN Co) has installed or may install equipment associated with the National Broadband Network (NBN), being fibre optic cables and other network equipment (Equipment), within the communication room, pathways, conduit, internal riser space and any pit and pipe located on the Common Property (not already owned by NBN Co) (Pathways).
- (b) NBN Co has installed or may install the Equipment on the basis of its powers under Schedule 3 of the Telecommunications Act 1997 (Cth) (Schedule 3).
- (c) The Pathways are located on the Common Property which is under the control of the Owners Corporation

## **26.2 Owners Corporation obligations**

The Owners Corporation, Owners and Occupiers must, for the benefit of NBN Co:

- (a) not use, alter or interfere with the Pathways in which the Equipment is located;
- (b) not prevent NBN Co or its contractors from using and maintaining the Pathways and installing additional facilities within the Pathways as required by NBN Co;
- (c) allow NBN Co to enter on any part of the Common Property or a Lot to enable NBN Co to repair, maintain, replace or install the Equipment;
- (d) not permit any other person or telecommunications carrier to use, alter or interfere with the Equipment or the Pathways without the consent of NBN Co;
- (e) notify NBN Co where they receive a Schedule 3 notice or access request from another telecommunications carrier in relation to the Pathways.

## **26.3 Acknowledgement and waiver**

The Owners Corporation, Owners and Occupiers:

- (a) acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);
- (b) acknowledge that the Pathways are for use in connection with a telecommunications network, and that they may be accessed by other telecommunications carriers in accordance with Schedule 1 of Telecommunications Act 1997 (Cth); and
- (c) waive their right to receive any notice under clause 17 of Schedule 3 that NBN Co may otherwise be required to serve in relation to any activity to be undertaken on the Development, including if NBN Co needs to access the Pathways in the future for maintenance activities.

## **26.4 Entering into agreements**

- (a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co which is on terms substantially similar to the those contained in paragraph 26.2 above.
- (b) The Owners Corporation has the authority to, and must grant a licence to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation or Building. NBN Co may grant a sub-licence or transfer its licence to any other party that supplies Equipment from time to time. The Owners Corporation agrees to sign any document reasonably required to effect such a sub-licence or transfer.

## **27. Prohibition on Illegal Parking on Common Property**

### **PART 1 - DEFINITIONS & INTERPRETATION**

- 1.1 In this by-law:
- (a) **Car Park Space** means those parts of common property allocated for the parking of motor vehicles as shown on the strata plan, including the car wash bay.
  - (b) **Lot** means a lot in strata scheme 96849.
  - (c) **Occupier** means the occupier of a Lot from time to time.
  - (d) **Owner** means the owner of a Lot from time to time.
  - (e) **Owners Corporation** means the owners corporation created by the registration of strata plan registration no. 96849.
  - (f) **Registered Motor Vehicle (RMV)** means a car, van, ute, 4WD or motor cycle that fits within a Car Park Space that has current registration. Trailers, caravans and the like that are not self-propelled under their own power are not included and are not to be parked in a Car Parking Space.
- 1.2 In this by-law a word which denotes:
- (a) the singular includes 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 *Strata Schemes Management Act 2015*; and
  - (d) references to legislation includes references to amending and replacing legislation.

### **PART 2 – RIGHTS AND OBLIGATIONS**

- 2.1 An Owner or Occupier must ensure that they and their invitees, do not illegally park their RMV on the common property, except with the prior written approval of the Owners Corporation.
- 2.2 If a RMV is illegally parked on the common property the Owners Corporation may remove the RMV in accordance with section 125 of the *Strata Schemes Management Act 2015* and regulation 32 of the *Strata Schemes Management Regulation 2016* as amended or replaced from time to time.
- 2.3 For clarity, clause 2.2 does not apply to RMV's legally parked in a Car Parking Space.

### **PART 3 - Enduring rights and obligations**

- 3.1 The Owner or Occupier:



- (a) remains liable for any damage to a lot or common property arising out of contravention of this by-law;
- (b) must make good any damage to a lot or common property arising out of contravention of this by-law; and
- (c) must indemnify the Owners Corporation against any costs or losses, including increased cleaning or maintenance costs, arising out of contravention of this by-law.

## Schedule 1 Architectural Landscape Standards

### 1. Overview

#### (a) Definitions

- (i) In these Architectural and Landscape Standards:

**Building** means the building which comprises the Development.

**Original Building Configuration** means the external appearance of the Building and the landscaping of the Development at the time of registration of the Strata Plan assuming that all building and landscaping works then being undertaken by the Developer had been completed.

**Related Body Corporate** has the meaning it has in the *Corporations Act 2001* (Cth).

- (ii) Words used in these Architectural and Landscape Standards which are defined in clause 1.1 of the by-laws have the same meaning as in clause 1.1.

#### (b) Purpose of these Architectural And Landscape Standards

The purpose of these Architectural and Landscape Standards is to control the external appearance of the Development by governing works to be undertaken to the Building and the landscaped parts of the Development to:

- (i) preserve the design integrity and architectural quality of the Development;
- (ii) maintain the high aesthetic standards that make the Development an attractive and desirable place to reside; and
- (iii) uphold property values for Owners.

#### (c) What do these Architectural and Landscape Standards regulate?

These Architectural and Landscape Standards regulate all works to be undertaken to the Building and landscaping where the works impact on the external appearance of the Building.

(d) Who must comply with the Architectural and Landscape Standards?

The Owners Corporation, Owners and Occupiers must comply with these Architectural and Landscape Standards before doing any works to the Building, any landscaping, or any other work regulated by the by-laws. The Owners Corporation must not give consent to any Building Works unless those proposed works comply with these Architectural and Landscape Standards.

2. Obligations Owners, Occupiers and the Owners Corporation

(a) Owners and Occupiers

- (i) Subject to clause 2(a)(iii) Owners and Occupiers must not carry out any works to any external area or facade or structure within a Lot which alters the Original Building Configuration.
- (ii) For the avoidance of doubt the obligations of Owners and Occupiers under clause 2(a)(i) extend to any changes to or the erection of:
  - (A) the colour of any surface;
  - (B) the type or quality of the materials used (unless such materials are of a higher quality);
  - (CJ) the reflective nature of any surface;
  - (DJ) the soundproofing qualities of any materials or surface;
  - (E) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
  - (F) the nature of any hard surface, paving or walkway;
  - (G) the nature of any soft surface or grassed area;
  - (HJ) the landscaping of any outside areas;
  - (I) the external lighting; or
  - (J) satellite dishes, aerials or other communication devices.
- (iii) Owners and Occupiers may carry out any works to any external area or facade or structure within a Lot which alters the Original Building Configuration where:
  - (A) they have obtained the prior written consent of the Owners Corporation; and
  - (B) the Owners Corporation is satisfied acting reasonably the alteration is minor and does not materially alter the Original Building Configuration.

(b) The Owners Corporation

- (i) The Owners Corporation must not carry out any works to any external area or facade or structure of the Building which alters the Original Building Configuration unless the Owners Corporation is satisfied acting reasonably the alteration is minor and does not materially alter the Original Building Configuration.
- (ii) The Owners Corporation must in a proper and workmanlike manner regularly maintain the landscaped areas of the Common Property to the same standard as the Original Building Configuration.
- (iii) The Owners Corporation must manage the enforcement of the by-laws which relate to the external appearance of the Building to prevent any change from the Original Building Configuration arising from a breach of the by-laws including (but not limited to) managing the enforcement of the by-laws that relate to:
  - (A) the approved colour and standard of any window covers including the solar treatment or tinting of any glass surface;
  - (B) the approved outdoor furniture or storage of items on any balcony;
  - (C) the prohibition against Owners and Occupiers hanging laundry (or other items) in any area of their Lot so that it is visible from outside the Lot;
  - (D) the fixing of items to the facade of the Building including the balcony and the use of balconies generally (including the use of barbeques);
  - (E) the enclosing of any balcony;
  - (F) the attaching or erecting of any aerial or satellite dish;
  - (G) the changing of any external lighting on a Lot; and
  - (H) the installation of alarms and other security devices

The common seal of The Owners – Strata Plan No 96849 was affixed on

17 May 2021 in the presence of:

Signature(s):

Name(s):

Capacity: Strata managing agent strata committee 1/ strata committee 2 (circle applicable)

Being the person(s) authorised by section 273 of the Strata Schemes Management Act 2015 to attest the affixing of the seal





# RESIDENTIAL TENANCY AGREEMENT

## RESIDENTIAL TENANCIES REGULATION 2019

### IMPORTANT INFORMATION

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

1. This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 30 or visit [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au) before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

**This agreement is made on**  **at**  **Between**

**Landlord** *[Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]*

Name/s Soo Kil Park & In Sook Park

A.B.N.(if applicable)

Contact Details: Soo Kil.Park.512034opl414793@our.property

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

*Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.*

*[Insert business address or residential address of landlord(s)]*

84 Alexander Street,

Crows Nest NSW 2065

*Note. These details must be provided for landlord(s) if there is no landlord's agent.*

*[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]*

84 Alexander Street,

Crows Nest NSW 2065

**Tenant** *[Insert name of tenant(s) and contact details]*

Name/s Francis Jiehan Dy

Contact Details: Email : dyfrancisj@gmail.com; Phone: 0468355196

**Landlord's agent details:** *[Insert name of landlord's agent (if any) and contact details]*

Licensee Morton Management Services P/L ACN 635 345 998 - Trading as Morton Real Estate Agency	
Licence Number 924350	A.B.N. 55050068963
Address 84 Alexander Street,	
Crows Nest NSW	Postcode 2065
Phone 0447175312	Email info@morton.com.au

**Tenant's agent details:** *[Insert name of tenant's agent (if any) and contact details]*

Name/s	A.B.N.
Address	
Postcode	
Phone	Email

**Term of agreement:**

The term of this agreement is 12 Months

Starting on 05/02/2021 and ending on 03/02/2022

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

**Residential premises:**The residential premises are *[Insert address]*:

Address 633/1-39 Lord Sheffield Cct		
Suburb Penrith	State NSW	Postcode 2750

The residential premises include: *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*

Car Space #633 Storage Cage #633

The residential premises **do not include:** *[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]*


**Rent:** \$800.00 fortnight payable in advance starting on 05/02/2021

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

The method by which the rent must be paid:

**a. Direct Debit:**

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

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

A rental bond (HELD) of \$ 1600.00 must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☒ NSW Fair Trading through Rental Bond Online.

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

**IMPORTANT INFORMATION**

**Maximum number of occupants**

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

**Names of Approved Occupants**

Francis Jiehan Dy

**Urgent repairs**

Nominated tradespeople for urgent repairs

Electrical repairs:	<input type="text" value="Smart-Safe Electrical Services"/>	Telephone:	<input type="text" value="0411 511 620"/>
Plumbing repairs:	<input type="text" value="J &amp; A Lester Plumbing"/>	Telephone:	<input type="text" value="0419 012 583"/>
Other repairs:	<input type="text" value="Cambridge Locksmith"/>	Telephone:	<input type="text" value="0412 864 801"/>

**Water usage**

Will the tenant be required to pay separately for water usage? (Usage ☒ Yes ☐ No) If yes, see clauses 12 and 13

**Utilities**

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

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

**Smoke alarms**

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

☐ Hardwired smoke alarms

☐ Battery operated smoke alarms

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can ☐ replace?

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

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐

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

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☒

### Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ Yes ☐ No If yes, see clauses 38 and 39.

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

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

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

### Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50

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

info@morton.com.au

### Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50

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

dyfrancisj@gmail.com

### Condition report

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

### Tenancy laws

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

## The Agreement

### Right to occupy the premises

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

### Copy of Agreement

2. **The landlord agrees** to give the tenant:

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

### Rent

3. **The tenant agrees:**

- 3.1 to pay rent on time, and

- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

#### **4. The landlord agrees:**

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

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

#### **Rent increases**

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

**Note.** Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period

#### **7. The landlord and the tenant agree:**

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

#### **Rent reductions**

#### **8. The landlord and the tenant agree that the rent abates if the residential premises:**

- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.

9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

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

#### **10. The landlord agrees to pay:**

- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non bottled gas or oil to the tenant at the residential premises that are not separately metered, and

**Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.

**Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36



of the *Residential Tenancies Regulation 2019*.

10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

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

#### **11. The tenant agrees to pay:**

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

**Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

**Note.** Separately metered is defined in the *Residential Tenancies Act 2010*.

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

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres per minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

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

## Possession of the premises

### 14. The landlord agrees:

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

## Tenant's right to quiet enjoyment

### 15. The landlord agrees:

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

## USE OF THE PREMISES BY TENANT

### 16. The tenant agrees:

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

### 17. The tenant agrees:

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

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

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

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

## LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

### 19. The landlord agrees:

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

**Note1 .** Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for the residential premises to be fit to live in. These include that the residential premises:

- a) are structurally sound, and

- b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- c) have adequate ventilation, and
- d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- e) have adequate plumbing and drainage, and
- f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

**Note2 .** Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

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

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

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

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

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

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

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

## **Urgent repairs**

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

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

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

- a. a burst water service,
- b. an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- c. a blocked or broken lavatory system,

- d. a serious roof leak,
- e. a gas leak,
- f. a dangerous electrical fault,
- g. flooding or serious flood damage,
- h. serious storm or fire damage,
- i. a failure or breakdown of the gas, electricity or water supply to the premises,
- j. a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- k. any fault or damage that causes the premises to be unsafe or insecure.

## SALE OF THE PREMISES

### 21. The landlord agrees:

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

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

### 23. The landlord and tenant agree:

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

## LANDLORD'S ACCESS TO THE PREMISES

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

- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.

25. **The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8 or 24.9 of this agreement:

- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry

26. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

27. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## **PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS**

28. The landlord agrees that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

**Note** . See section 55A of the Residential Tenancies Act 2010 for when a photograph or visual recording is '**published**'

29. **The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

## **FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES**

### **30. The tenant agrees:**

- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to install those fixtures or carry out those alterations, additions or renovations unless the landlord gives consent, and
- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

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

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

## **LOCKS AND SECURITY DEVICES**

### **32. The landlord agrees:**

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

### **33. The tenant agrees:**

- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or

occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

## **TRANSFER OF TENANCY OR SUB-LETTING BY TENANT**

### **35. The landlord and tenant agree that:**

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

**Note:** Clauses 35.3 and 35.4 do not apply to social tenancy housing agreements.

**36. The landlord agrees** charge for giving permission other than for the landlord's reasonable expenses in giving permission.

## **CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT**

### **37. The landlord agrees:**

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and

37.5 if the state, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

## **COPY OF CERTAIN BY-LAWS TO BE PROVIDED**

*[Cross out if not applicable]*

**38. The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.

**39. The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

## **MITIGATION OF LOSS**

40. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

## **Rental bond**

*[Cross out this clause if no rental bond is payable]*

**41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

## **Smoke alarms**

**42. The landlord agrees to**

- 42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace, a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working, unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

**Note1.** Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm (which includes a heat alarm) includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

**Note2.** Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**Note3.** A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

**Note4.** Section 64A of the Act provides that a smoke alarm includes a heat alarm.

**43. The tenant agrees to**

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the Residential Tenancies Regulation 2019.

**Note.** Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

**44. The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

**Note.** The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

## **SWIMMING POOLS**

*[Cross out this clause if there is no swimming pool]*

**45. The landlord agrees** to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]*

**46. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:

46.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

**Note.** A swimming pool certificate of compliance is valid for 3 years from its date of issue.

## **LOOSE-FILL ASBESTOS INSULATION**

**47. The landlord agrees:**

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

## **COMBUSTIBLE CLADDING**

**48. The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

## **SIGNIFICANT HEALTH OR SAFETY RISKS**

**49. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

## **ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS**

**50. The landlord and the tenant agree:**

50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

## **BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS**

**51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,



51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

**Note.** Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52. **The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

**Note.** Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

## ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

(a) both the landlord and the tenant agree to the terms, and

(b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and

(c) they do not conflict with the standard terms of this agreement.

Any additional terms are not required by law and are **negotiable**.]

## ADDITIONAL TERMS - PETS

[Cross out clauses if not applicable]

53. **The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc] :

## 54. The tenant agrees

54.1 to supervise and keep the animal within the premises, and

54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and

54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

## ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

### 56. The landlord and tenant

56.1 **agree** that the condition report included in a residential tenancy agreement entered into by the tenant and dated 05 February 2021 *(insert a date if the landlord and and tenant agree to this clause)* forms part of this agreement,

56.2 **acknowledge** that the tenant's responses in that condition report form part of this agreement, and

56.3 **agree** that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

## ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

57. Further to clauses 16 and 17 and subject to any applicable by-law, **the tenant agrees:**

57.1 to use the residential premises for residential purposes only;

57.2 not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;

57.3 to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;

57.4 to put nothing down any sink, toilet or drain likely to cause obstruction or damage;

- 57.5 to wrap up and place garbage in a suitable container;
- 57.6 to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 57.7 to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 57.8 to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 57.9 to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 57.10 to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 57.11 to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 57.12 not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 57.13 not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 57.14 to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

### **ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES**

#### **58.The tenant agrees:**

- 58.1 to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and
- 58.2 the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

### **ADDITIONAL TERM - RENT AND RENTAL BOND**

#### **59.The tenant agrees:**

- 59.1 to pay the rent on or before the day which the term of this agreement begins; and
- 59.2 not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

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

### **ADDITIONAL TERM - OCCUPANTS**

#### **61.The tenant agrees:**

- 61.1 not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 61.2 to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

### **ADDITIONAL TERM - TERMINATION**

62.**The tenant acknowledges** that a notice of termination does not by itself end the tenant's obligations under this agreement.

#### **63.The tenant agrees:**

- 63.1 upon termination of this agreement, to:

- (a) promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
- (b) promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
- (c) comply with its obligations in clause 18 of this agreement; and

63.2 that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

64. Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

**65. the landlord and the tenant agrees that**

65.1 any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and

65.2 the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

**Note :** Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**Note :** If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

**ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS**

**66. The tenant acknowledges and agrees:**

66.1 to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;

66.2 where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;

66.3 where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and

66.4 that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

**ADDITIONAL TERM - SWIMMING POOLS**

*(This clause does not apply when there is no pool on the residential premises)*

**67. Unless otherwise agreed by the landlord and tenant in writing, The tenant agrees:**

67.1 to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;

67.2 to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;

67.3 to keep the water level above the filter inlet at all times;

67.4 to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;

- 67.5 not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and
- 67.6 to ensure that the pool safety gate or access door is self-closing at all times.

### **ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM**

(for a fixed term of ~~less than 2 years~~):

68. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

68.1. the rent will be increased to \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_\_; and

68.2. the rent increase can be calculated by the following method (set out details):

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

### **ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM**

(for a fixed term of **2 years or more**):

69. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

69.1. the rent will be increased to

69.2. the rent increase can be calculated by the following method (set out details):

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

**Note:** The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

### **ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT**

70. For avoidance of doubt:

70.1 a condition report which accompanies this agreement, forms part of this agreement;

70.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

70.3 if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

### **ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS**

71. **The tenant agrees:**

71.1 to reimburse the landlord, within 30 days of being requested to do so, for:

(a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;

(b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and

(c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

71.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and

71.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

### **ADDITIONAL TERM - TENANCY DATABASES**

72. **The landlord or the landlord's agent advises and the tenant acknowledges and agrees** that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

### **ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY**

*[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]*

73. **The tenant agrees** agrees that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

74. **The landlord gives** no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

### **ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT**

75. **The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

76. **The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

### **ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS**

77. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

78. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

### **ADDITIONAL TERM - PRIVACY POLICY**

79. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement 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 agreement 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 agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;

- (f) comply with any applicable law;
- (g) 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 agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) 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 mortgagee 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 residential 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, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential 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 agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement 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 agreement.

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 agreement. 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 agreement, **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.

## **ADDITIONAL TERM - ACKNOWLEDGEMENTS**

**80. The landlord and tenant each acknowledge that**

80.1. the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;

80.2. the additional terms and conditions may be included in this agreement only if:

- (a) they do not contravene *the Residential Tenancies Act 2010 (NSW)*, *the Residential Tenancies Regulation 2019 (NSW)* or any other Act; and
- (b) they are not inconsistent with the standard terms and conditions of this agreement; and

## **SCHEDULE A**

### **SPECIAL CONDITIONS - FLATS**

#### **Special Condition 1 - Vehicles**

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

#### **Special Condition 2 - Damage to lawns and plants on the common areas**

The tenant must not, except with the prior written approval of the landlord:

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

#### **Special Condition 3 - Obstruction of common areas**

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

#### **Special Condition 4 - Noise**

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

#### **Special Condition 5 - Behaviour of tenants and invitees**

(a) The tenant, or any invitee of the tenant, when on the common area 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 the common area.

(b) The tenant must take all reasonable steps to ensure that their invitees:

- (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
- (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

#### **Special Condition 6 - Children playing on common areas in building**

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

#### **Special Condition 7 - Smoke penetration**

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

#### **Special Condition 8 - Preservation of fire safety**

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas

#### **Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials**

(a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous

material.

(b) This Special Condition 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.

### **Special Condition 10 - Appearance of flat**

(a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.

(b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

### **Special Condition 11 - Cleaning windows and doors**

(a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.

(b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

### **Special Condition 12 - Hanging out of washing**

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

### **Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)**

(a) The tenant must:

- (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
- (ii) 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);
- (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
- (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
- (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
- (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
- (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
- (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

### **Special Condition 14 - Disposal of waste - shared bins (applicable where bins are shared by flats)**

(a) The tenant must:

- (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
- (ii) 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);
- (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and



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

(b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.

(c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

### **Special Condition 15 - Change in use or occupation of flat to be notified**

(a) The tenant must notify the landlord if the tenant changes the existing use of the flat.

(b) Without limiting Special Condition 15(a), the following changes of use must be notified:

(i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and

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

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

### **Special Condition 16 - Compliance with planning and other requirements**

(b) The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

## **Notes**

## **NOTES**

### **1. Definitions**

in this agreement

- **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
  - (a) the letting of residential premises, or
  - (b) the collection of rents payable for any tenancy of residential premises.
- **LAFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.
- **rental bond** means money paid by the tenant as security to carry out this agreement.
- **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- **tenancy** means the right to occupy residential premises under this agreement.
- **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

### **2. Continuation of tenancy (if fixed term agreement)**

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

### **3. Ending a fixed term agreement**

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

### **4. Ending a periodic agreement**

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

### **5. Other grounds for ending agreement**

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The

grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process. The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

## 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgement or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

## Penrith - Harts Landing

### SPECIAL CONDITIONS PENRITH HARTS LANDING

1. The tenant acknowledges and accepts the property Special By-Laws which form part of this lease, which sets out the guidelines and By-Laws for the building and of which a copy has been emailed to the tenant.
2. The tenant acknowledges that as a part of this lease agreement, they have been provided with a Residential Premises Condition Report.
3. The tenant acknowledges that as a part of this lease agreement, they have been provided with a copy of the Tenant Information Statement.
4. For all maintenance and repair requests the tenant is required to log this on their OurTenant app using their smart phone or on their tenant portal via ourproperty.com.au
5. Emergency Repairs - Should you have an emergency plumbing, electrical or hot water issue after hours or on a weekend or public holiday please call a trade and have them attend. Emergency trades are listed on your lease agreement.
6. If the tenant requests maintenance to be attended to, a maintenance call is booked and access is arranged with the tenant. If the tenant denies access to the apartment on the scheduled day the tenant will be charged for the service call.
7. Ending the Tenancy. When the fixed term period of the agreement is due to end, the landlord must give at least 30 days notice and the tenant must give at least 14 days notice to end the tenancy. This notice can be served up to and including the last day of the fixed term. Once the fixed term period has ended, a tenant is required to give at least 21 days notice, and the landlord must give at least 90 days notice. All notification must be in writing. Other grounds for ending agreement are within your Residential Tenancy Agreement.
8. The tenant must not place pot plants on the carpet without the use of plastic protection underneath. Damage to carpet will be at tenant cost.
9. It is the tenants responsibility to keep the apartment balconies and windows clean during the tenancy period. No clothes line or washing on balcony. No BBQ on balcony. No Pot Plants on Balcony. Any damage to balcony floor will be at the cost of the tenant.
10. Please be advised that all telephone, electricity and Foxtel subscription costs are at the tenants expense. The Landlord is not responsible for the connection/disconnection of electricity, Foxtel subscription or telephone lines, telephone points or any other associated costs.
11. All banking costs associated with transfer of rent/monies from International Bank accounts will be at the cost of the tenant.
12. The tenant hereby acknowledges and agrees that they, or any visitors, shall not smoke inside the apartment or common area and they shall be liable for any costs involved in repairing, cleaning or fumigating any part of the premises that has been affected as a result of smoking.
13. The tenant is responsible for the changing of all light globes in the unit. If you cannot reach them you must commission a handyman to do so at your cost.
14. Please advise the Agent of your new home phone number or any change of details.
15. The tenant acknowledges that due to his/her own circumstances IF they were unable to inspect the property prior to the signing of the Residential Tenancy Agreement, the tenant hereby acknowledges that they accept the property in the condition as described by the agent prior to making the application.
16. The tenant agrees to notify the landlords agent of any extra or change in tenant(s) residing at the property.
17. The Tenant is advised to hold and maintain a current Tenant Contents Insurance Policy throughout the term of the Residential Tenancy Agreement. No liability for damage to personal effects, goods and chattels will be the responsibility of the Landlord.
18. If the property is furnished: a) All linen must be professionally laundered and pressed at the end of the tenancy. b) All goods and chattels are accepted in the condition as viewed at the time of commencement of tenancy and as stated in the condition report/inventory.

19. Should the tenant lock themselves out of their premises after hours the tenant will be required to use the services of a locksmith at their expense and inform their property manager on the following working day. Recommended locksmith: Cambridge Locksmiths â Ian 0412 864 801
20. The tenant acknowledges and agrees that the agent will perform Routine Inspections through recording short videos. This video is a record of the property Periodic Inspection during your tenancy.
21. The tenant acknowledges and agrees not to place a blow up or portable pool on any part of this property which include balconies, terraces, courtyards and gardens
22. I/we understand that once in tenancy I/we will not place this property on Airbnb or other such sites
23. The tenant agrees to maintain proper ventilation in the property and to turn on exhaust fans, particularly when bathing, showering, cooking, doing laundry and drying clothes. Open windows when weather permits, to improve cross ventilation.
24. Condenser Dryers â Please note that there is a water panel at the top left hand corner of the dryer which should be emptied and the lint should be cleaned after every use
25. The Property is brand new. As a brand new apartment, there are a number of defects that the tenant needs to allow the builder and trades access to attend to these repairs.
26. Utilities. The tenant needs to connect a Gas Account with a supplier to pay for the gas for the Hot Water, from the centralised hot water gas system. The stove top gas usage does not need an account set up, as this gas is billed to the Owners Corporation which will then be invoiced to the tenant accordingly, when received from strata. The electricity provider is WINconnect 1300 791 970, as the only supplier able to service Harts Landing, accordingly the tenant must set up an account with WINconnect for electricity.
27. NBN. The NBN is connected to the apartment, however a new development \$300 connection fee may apply with the NBN and your ISP as a once off payment when setting up an account.
28. The tenant agrees to use the electrical appliances in the property as per instructions of manuals and to ensure cleaning instructions are adhered to. If there is no manual in the property to please research product manual online or contact your property manager.â

## Special Conditions

1. The tenant acknowledges and confirms receiving the inspection report sheet, designed for the purposes of reporting to the landlord the state of repair of the condition of the premises, on the day it was let and further to return the completed report within seven (7) days from the tenancy agreement date to the landlord's agent.
2. The tenant/s agree if a payment is dishonoured that the tenant will incur the costs and the bank charges of the lessor
3. The tenant/s agree that of sending the rent by mail /EFT that no receipt will be issued.
4. The tenant/s agree to allow tradesmen access for repairs and maintenance to the property, by our master key if the tenant cannot be home during office hours.
5. The tenant/s agree not to use any nails, screws, hooks or any other material that will deface walls, doors or ceilings without the landlord's approval.
6. The tenant/s must first seek permission to change the locks and then must supply the agent/landlord with a set of keys for the new locks at the premises.
7. The tenant/s hereby agree not to dispose of any fats, oils, sanitary items or any other material in any drain or sink, otherwise the lessee will be responsible for the cost incurred to clear such drains.
8. The tenant/s agree to redirect their mail at the end of the tenancy and will also be responsible for cancelling their utility connections.
9. Please note that keys must be returned on the vacate date, otherwise additional rent will be charged on a daily rate until returned.
10. The tenant/s agree they are responsible for their balcony as well as the garden & courtyard, including weeding, moss removal, mowing lawns where applicable, and for keeping any drains clear of blockages.
11. The tenant/s agree that that there is no smoking inside the premises.
12. Disclosure, You acknowledge that your contact details will be provided to Landlords, tradespeople, other staff members in our firm and Strata agents when required. You must notify us of any changes with your contact details as soon as it happen.
13. The tenant/s understand and agrees that the landlord does not guarantee service to the phone point or Telephone reception and TV aerial in the property and if the tenant/s want to connect it, it will be at the tenant/s cost.
14. The tenant/s understands and agrees that the timber floors are to be kept in good order by placing protective pads under furniture, particularly chairs. (If applicable) Refer to the agents 'Care Sheet' supplied.
15. If on a lease with others, you must not vacate without informing us first and at no time must others move in without prior

referencing and approval from us. Please contact your Property Manager to discuss.

16. Tenant/s are recommended to take their own contents insurance whilst they are occupying the property. Should there be a flood or fire, the landlord is not responsible for the replacement of goods.
17. Air B&B or equivalent is not permitted.
18. Smoke alarm battery and light globes, tenants are responsible to replace.
19. No inflatable or temporary pools are to be used at the premises.
20. Mould must be removed immediately and the home kept well ventilated for fresh air circulation.
21. Fireplaces are ornamental only and can only be used with the landlord's approval.

## **Inclusions**

---

Car Space #633 Storage Cage #633

## Email Service of Notices

### Email Service of Notices and Documents Consent Form

Date 04/02/2021

I/We **Francis Jiehan Dy** consent to all notices and documentation relevant to the proposed sale, purchase, management or letting (as applicable) of **633/1-39 Lord Sheffield Cct Penrith NSW 2750** being served electronically via email **dyfrancisj@gmail.com**

Where the Premises are subject to a tenancy agreement, I/we consent to the service of notices and documents required to be given or served in respect of or under the tenancy agreement for the Premises including but is not limited to termination notices, notice of intention to sell the Premises, notice of access/inspection/entry and a notice of rent increase.

I/We consent to Morton providing your contact details to third parties i.e. valuers and tradespeople who will need access to the property.

I/We **Francis Jiehan Dy** acknowledge that by providing an email address and signing this form, I/we consent to Morton Real Estate updating my/our details of the method of communication for the purposes of email service of notices and other documents on all relevant documents.

### THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

*Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000*

### SIGNED BY THE LANDLORD/AGENT

Name of landlord/agent

Melinda Williams/Morton Management Services P/L ACN 635 345 998 - Trading as Morton Real Estate Agency

Signature of landlord/agent



Date: 04/02/2021

### LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of the **Landlord Information Statement** published by NSW Fair Trading that sets out the landlord's rights and obligations

Signature of landlord/agent



Date: 04/02/2021

**SIGNED BY THE TENANT 1**

Name of tenant

Francis Jiehan Dy

Signature of tenant



Date: 04/02/2021

**TENANT INFORMATION STATEMENT**

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)