

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID 80141100	NSW DAN:
vendor's agent			Phone Fax Ref
vendor	SAMARPAN INVESTMENTS PTY LTD 24 Buran Road, PEMULWUY NSW 2145		ACN 607 264 764 ABN: 58 607 264 764
vendor's solicitor	2/32 Flushcombe Road, Blacktown NSW 2148 PO Box 831 Blacktown NSW 2148, DX 8129 Blacktown		Phone 02 9676 2664 Fax 02 9676 1996 Email mail@ailegal.com.au Ref AA:CO:Markham
date for completion	See Special Conditions		
land (address, plan details and title reference)	Lot ___, 1-7 Markham Ave Penrith NSW 2750 in an unregistered Strata Plan of Subdivision of Lot 1 in Deposited Plan 1264718 being a Strata Subdivision of the land in Folio Identifier 1/1264718		
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> other: <input checked="" type="checkbox"/> storage space (subject to contract)		
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or numbered: <input type="checkbox"/> other documents: see Schedule of Documents		

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

exclusions	See list of inclusions	
purchaser		
purchaser's solicitor		Phone Ref
price	\$	inclusive of GST
deposit	\$	(10% of the price, unless otherwise stated)
balance	\$	
contract date		(if not stated, the date this contract was made)
buyer's agent		

SEE EXECUTION PAGES

vendor

GST AMOUNT (optional)

The price includes
GST in accordance with
the Margin Scheme

witness

SEE EXECUTION PAGES

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3)
Nominated Electronic Lodgment Network (ELN) (clause 30)

☒ NO ☐ yes
☐ 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: **SAMARPAN INVESTMENTS PTY LTD**

Supplier's ABN: **58 607 264 764**

Supplier's GST branch number (if applicable):

Supplier's business address: **5A Lindsay Street, WENTWORTHVILLE NSW 2145**

Supplier's email: **Kris.Agrawal@skcapital.com.au**

Supplier's phone number: **0433 033 960**

Supplier's proportion of **GSTRW payment**: **7% of the Purchase Price**

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

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

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
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 th 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"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 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 –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

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

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	SAMARPAN INVESTMENTS PTY LTD ACN 607 264 764
PROPERTY	Refer to description of “Land” on front page of the Contract

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type: Choose an item.

DETAILS					
Completion	The date for completion is the date that is the later of: <ol style="list-style-type: none"> 21 Days after the vendor serves notice that the Strata Plan has registered; 21 days after the vendor serves on the purchaser a copy of the Occupation Certificate; 42 days after the date of this contract 		Refer to clause(s):	39	
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	46.2
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Refer to clauses 39.5 & 39.6		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA-16/1381 issued by Penrith City Council		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Certified Building Specialists		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Refer to clause 46.1 & 46.4		

ATTACHMENTS (*s66ZM(2) of the Conveyancing Act 1919*)

The following prescribed documents are included in this disclosure statement (*select all that apply*).

- | | |
|---|--|
| <input checked="" type="checkbox"/> draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/
management statement |
| <input type="checkbox"/> s88B instrument proposed to be lodged with
draft plan | <input type="checkbox"/> draft community/precinct/neighbourhood/
development contract |
| <input checked="" type="checkbox"/> proposed schedule of finishes | <input type="checkbox"/> draft strata management statement |
| <input type="checkbox"/> draft strata by-laws | <input type="checkbox"/> draft building management statement |
| <input type="checkbox"/> draft strata development contract | |

ADDITIONAL CONDITIONS

32. DEFINITIONS

In this contract unless the context otherwise requires:

- 32.1 **"Authority"** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, council, tribunal, agency or entity.
- 32.2 **"Bank Guarantee"** means an irrevocable and unconditional banker's undertaking or deposit bond issued by an Australian trading bank or underwriter approved by the Vendor and made in favour of the Vendor, in a form acceptable to the Vendor in all respects for the amount of the deposit. The bank guarantee or bond must not specify an expiry date, or if it does specify an expiry date, the expiry date must not be earlier than the date being 6 months after the Registration Date.
- 32.3 **"Building"** means the building or buildings constructed on the Land in accordance with the Development Approval;
- 32.4 **"By Laws"** means the Model By Laws registered with the Strata Plan in accordance with the *Strata Schemes Management Regulation 2016* as amended (or any other relevant law) applicable at the date of registration of the Strata Scheme;
- 32.5 **"Common Property"** means the common property in respect of the Strata Plan;
- 32.6 **"Completion"** means the date the parties complete the purchase and sale of the Property, whether on the Completion Date or otherwise;
- 32.7 **"Completion Date"** means the date fixed for completion under Clause 39;
- 32.8 **"Council"** means Penrith City Council;
- 32.9 **"Designated Matters"** means any matters concerning the completion of the Development including, but not limited to:
 - a. amendments to the By Laws;
 - b. Restrictions on Title;
 - c. car parking;
 - d. marketing, sales and leasing of any remaining lots in the Development;
 - e. appointing of a strata manager; and
 - f. establishment and administration of the Owners Corporation.
- 32.10 **"Development"** means the development of the land or parts of the Land and construction of the Building generally in accordance with the Development Approval;

- 32.11 **"Development Approval"** means Notice of determination of a Development Application numbered DA16/1381 obtained from Council as contemplated by this Contract generally in accordance with the plans annexed to this Contract and titled "DA Plans" for the development of the Land or any other approval obtained by the Vendor for the purposes of completing the Development, including all variations and modifications;
- 32.12 **Disclosure Documents** means documents and plans forming part of the Disclosure Statement as required under section 66ZL and 66ZM of the Conveyancing Act, as amended by any Notice of Changes.
- 32.13 **Disclosure Statement** means the disclosure statement attached to this Contract.
- 32.14 **Draft Strata By-Laws** annexed to this Contract.
- 32.15 **Draft Strata Plan** annexed to this Contract.
- 32.16 **"Finance Date"** means 31 December 2021;
- 32.17 **"Finishes"** means the finishes and inclusions listed in the Schedule of Finishes annexed to this Contract;
- 32.18 **"FIRB"** means Foreign Investment Review Board;
- 32.19 **"Floor Plan"** means the draft floor plan annexed to this Contract with or without any changes permitted by this Contract;
- 32.20 **"Foreign Person"** has the same meaning as defined in the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*;
- 32.21 **"Land"** means the whole of the land comprised in Folio Identifier 1/1264718 known as 1-7 Markham Avenue Penrith NSW 2750;
- 32.22 **"Lot"** means the lot in the unregistered Draft Strata Plan specified on the front page of this Contract;
- 32.23 **"LRS"** means the NSW Land Registry Services;
- 32.24 **Material Change** means a change that results in the Disclosure Statement becoming inaccurate in relation to a Material Particular and the purchaser, if the purchaser had been aware of the change, would not have entered into this contract and would be materially prejudiced by the change.
- 32.25 **Material Particular** has the meaning given in section 66ZL of the Conveyancing Act 1919 NSW
- 32.26 **"Occupation Certificate"** means an interim or final occupation certificate whether a copy or an original under Section 109C of the *Environmental Planning and Assessment Act 1979*, issued in respect of the Building or part of the Building, of which the Lot and access to the Lot form part;
- 32.27 **Other Documents means** documents or plans attached to this contract that are not Disclosure Documents.

- 32.28 **"Property"** means the Lot and any interest in the Common Property associated with the Lot;
- 32.29 **Replaced Document** means a Disclosure Document or Other Document that is replaced pursuant to clause 64.1.
- 32.30 **Replacement Document** means a Disclosure Document or Other Document that replaces a Disclosure Document or Other Document pursuant to clause 62.1.
- 32.31 **"Registration"** means registration at LRS;
- 32.32 **"Registration Date"** means 31 July 2023 or as may be extended pursuant to Clause 46.2;
- 32.33 **"Special Fault"** means a fault or defect in the Property which:
- is structural; or
 - because of its nature, requires urgent attention; or
 - may cause danger to persons in the Property; or
 - makes the Property uninhabitable.
- 32.34 **"Strata Plan"** means the strata plan which is registered in respect of the Building and the Land; and
- 32.35 **"Strata Scheme"** means the strata scheme created on registration of the Strata Plan.

33. INTERPRETATION

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following: -

- 33.1 if there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail;
- 33.2 in the interpretation of these conditions, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing any gender shall include any other gender;
- 33.3 the parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect; and
- 33.4 any headings within these additional conditions are provided for ease of reference only.

34. AMENDMENTS TO STANDARD FORM OF CONTRACT

The form of Contract annexed is amended as follows: -

- 32.1 Clause 5.1 is amended by the deleting the words "is taken to have made those *requisitions*" and inserting in their place the words "must serve those *requisitions* in accordance with Clause 5.2";

- 34.1 Clause 7.1.1 is amended by the deletion of “5%” and the insertion of “1%” in its place thereof;
- 34.2 Clause 14.4.2 is deleted in its entirety;
- 34.3 Clause 16.5 is amended by the deletion of the words “plus another 20% of that fee”;
- 34.4 Clause 16.8 is deleted in its entirety;
- 34.5 Clause 16.12 is deleted in its entirety;
- 34.6 Clause 18 is amended by deleting Clause 18.7 in its entirety and adding additional Clause 18.7:

“18.7: The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the Property.”;
- 34.7 Clause 23.9.2 is deleted in its entirety;
- 34.8 Clause 23.14 is deleted in its entirety;
- 34.9 Clause 23.17 is deleted in its entirety;
- 34.10 Clause 25.1.1 is amended by the deletion of the words “qualified, limited or”;
- 34.11 Clause 28 is deleted in its entirety.

35. DEPOSIT BY INSTALMENTS

- 35.1 The parties agree that the deposit payable is 10% of the purchase price. The Purchaser acknowledges that, notwithstanding any other correspondence issuing from any person (and in particular from the Agent or any representative of the Vendor), the deposit payable pursuant to this Contract is equivalent to 10% of the purchase price to secure the Purchaser’s obligations pursuant to this Contract.
- 35.2 Despite Clause 2.2 and in the event the Vendor agrees to the deposit being paid by instalments, the Purchaser shall pay, to the deposit holder and with time of the essence, the total deposit of 10% of the purchase price as specified on the front page of the Contract in the amounts and upon the dates as follows:
 - 35.2.1 The Initial Agreed amount upon the date of this Contract; and
 - 35.2.2 As to the balance of the 10% of the deposit upon the first to occur of:
 - (a) Completion; and
 - (b) the date upon which the Vendor terminates this Contract due to default by the Purchaser.
- 35.3 Notwithstanding Clause 2.9, if the Vendor has agreed to the deposit being paid by instalments as aforementioned, then the parties agree the Vendor will be entitled to all the interest earned on the investment of the deposit monies.

36. INTEREST ON DEPOSIT

- 36.1 The Vendor and the Purchaser will do all acts, sign all documents and provide all written directions and authorities necessary to enable the *depositholder* to invest the deposit in an interest bearing account payable at call with a bank in New South Wales with all interest earned to be reinvested.
- 36.2 The parties acknowledge and agree that the deposit is to be invested at the risk of the party who becomes entitled to receive the deposit.
- 36.3 Notwithstanding any other provision in this contract, the net interest earned on the deposit, after deduction of all proper bank or government taxes, fees and charges, shall be paid:
- 36.3.1 Subject to Clause 35.3 to the Vendor and Purchaser equally if this Contract is completed; or
- 36.3.2 if this Contract is rescinded or terminated to the party who is entitled to receive the deposit.
- 36.4 Simultaneously with paying the deposit the Purchaser shall advise the Vendor's Conveyancer of the Purchaser's tax file number, if any. Should no tax file number be provided by the Purchaser, any income tax deducted from the interest which accrues on the deposit shall be deducted from the proportion of interest otherwise payable to the Purchaser hereunder.
- 36.5 On the date of this Contract, the Purchaser must complete its details in the Purchaser Information Form that is annexed to this Contract, and hand one copy of the completed form to the Vendors Conveyancer.

37. BANK GUARANTEE

- 37.1 The Purchaser may in lieu of paying the deposit by cash or cheque pay the deposit by delivering a Bank Guarantee to the Vendors Conveyancer on or before the time for payment of the deposit. The Purchaser is deemed to pay the deposit to the extent of the amount under the Bank Guarantee at the time it delivers the Bank Guarantee to the Vendors Conveyancer.
- 37.2 Subject to this Clause, on and as a condition of completion of this Contract the Purchaser must pay the Vendor, in addition to all other money payable under this contract, the amount stipulated in the Bank Guarantee.
- 37.3 The Vendor may claim on the Bank Guarantee at any time after the Purchaser is in default of this Contract. The Vendor may apply money that it receives from the Bank Guarantee towards money payable by the Purchaser including but not limited to damages that the Purchaser must pay to the Vendor in relation to this Contract.

- 37.4 If the Purchaser defaults, then without reference to the Purchaser the Vendor may claim under the Bank Guarantee, and the bank may pay under the Bank Guarantee without reference to the Purchaser. The Vendor and the bank may act despite the Purchaser's objection, claim or direction.
- 37.5 The Purchaser must within 21 days of receiving notice of the extension of the Registration Date, deliver to the Vendor a substitute Bank Guarantee on the same terms as the Bank Guarantee, with the exception of the expiry date which must be a date not less than 6 months after the extended Registration Date.

38. RELEASE OF DEPOSIT PRIOR TO SETTLEMENT

- 38.1 Notwithstanding any other provision in this Contract, in the event that the Vendor prior to settlement requires a release of the deposit paid herein for any of the following reasons: -
- 38.1.1 to discharge part or all of the mortgage(s) on this Property upon completion of this Contract; or
 - 38.1.2 to pay into an electronic settlement source account in readiness for completion of this Contract;
- 38.2 then the Purchaser herein agrees to release so much of the deposit as is required by the Vendor without production of any authority other than a copy of this clause. No further authority or consent will be required from the Purchaser for the purpose of this clause.

39. COMPLETION

- 39.1 The parties acknowledge and agree that subject to the terms and conditions of this Contract, the Completion Date shall be the later of: -
- 39.1.1 Twenty-one (21) days of written notification by the Vendor's representative to the Purchaser's representative that the Strata Plan has been registered;
 - 39.1.2 Twenty-one (21) days after the Vendor or its representative delivers to the Purchaser or its representative an Occupation Certificate; or
 - 39.1.3 Six (6) weeks of the date of this Contract.
- 39.2 Completion of this matter shall take place on or before 3.30pm on the Completion Date. Should Completion not take place on the Completion Date, then either party shall be at liberty to issue a Notice to Complete calling for the other party to complete the matter making the time for Completion essential. Such Notice shall require Completion to take place within a period of fourteen (14) days from the date on which the notice is served (making time of the essence in this regard). A Notice to Complete of such duration is considered by

the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at any time.

- 39.3 It is hereby agreed between the parties that should Completion not take place within the time specified herein but is effected within the time required by any notice allowed under this Contract, then the Purchaser shall make no objection, requisition or claim for compensation because Completion was not effected on or before the specified time.
- 39.4 The Purchaser agrees that should the Vendors Conveyancer issue a Notice to Complete, then the Purchaser will allow \$330.00 (GST inclusive) to the Vendor by way of adjustment at Completion for the costs incurred by the Vendor for the preparation and serving of a Notice to Complete on the Purchaser. The Purchaser agrees that such payment is an essential condition of this Contract.
- 39.5 If the Purchaser shall not complete this purchase by the Completion Date, at a time when the Vendor is ready, willing and able to complete on or after that Completion Date, then the Purchaser shall pay to the Vendor on Completion, in addition to the balance of purchase money, an amount calculated as eight percent (8%) per annum interest on the balance of purchase money, computed at a daily rate from the day immediately after the Completion Date up to and including the actual of Completion. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.
- 39.6 If the Vendor becomes liable for land tax by reason of a delay in Completion by the Purchaser beyond the Completion Date, then the Purchaser shall indemnify the Vendor for any such additional land tax liability by way of an allowance on Completion in favour of the Vendor.
- 39.7 In the event Completion does not take place at the scheduled time, or does not take place at a re-arranged time on a different day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$220.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.

40. NOTICES

40.1 The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor or conveyancer if the Notice or Document is sent by email or facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where: -

40.1.1 The time of dispatch is not before 5.00pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place; or

40.1.2 The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.

41. DEPRECIATION SCHEDULE

41.1 If a depreciation schedule is required by the Purchaser, the Purchaser must request a depreciation schedule in writing to the Vendors Conveyancer at least 10 business days prior to completion and pay the vendor the cost of providing the certificate.

41.2 Subject to the Purchaser requesting a depreciation schedule in accordance with clause 41.1, at completion, the Purchaser must allow on completion the following amounts:

41.2.1 to the Vendor in the amount of \$880.00; and

41.2.2 to the Vendors Conveyancer in the sum of \$440.00 to cover costs in having the certificate prepared and furnished.

41.3 The Vendor will within 60 days after completion, provide a schedule prepared by the quantity surveyor which contains sufficient detail of the cost of all such plant, equipment and building (together "capital works") to enable the Purchaser to claim under Division 43 of the *Income Tax Act*.

41.4 The Vendor does not:

41.4.1 warrant the accuracy or completeness of the information contained in any schedule provided under this clause 41; or

41.4.2 represent or warrant that the Purchaser will be entitled to claim income tax deductions under the *Income Tax Act* in respect of the capital works.

42. PURCHASER'S WARRANTY IN RESPECT OF THE AGENT

- 42.1 The Purchaser warrants that it has not been introduced to the Property by any other person other than by the Vendor's agents specified on the front page of this Contract. The Purchaser hereby indemnifies the Vendor for any claim by any Real Estate Agent for any breach of this warranty. This clause will not merge upon completion.

43. REQUISITIONS ON TITLE

- 43.1 A sufficient statement of the Vendor's title shall be deemed included in the description of the Property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.
- 43.2 The Purchaser shall only be entitled to raise Requisitions on Title in the form annexed to this Contract and acknowledges receipt of the replies as stated therein.
- 43.3 The Purchasers accepts the Replies attached to those Requisitions.

44. ASSIGNMENT

- 44.1 The Purchaser is only entitled to assign, novate or otherwise dispose of its interest in this Contract or the Property prior to completion with the Vendor's prior written consent, which is not to be unreasonably withheld.
- 44.2 The Vendor (on any one of the Vendors) may assign, novate or otherwise dispose of its interest in this Contract or the Property prior to completion, and in the event that any other entity becomes registered as proprietor of the Property or the development site prior to the Completion Date:
- 44.2.1 the Purchaser agrees that the provisions of this Contract, including any guarantee, benefit that new registered proprietor as if it were originally a party to this contract as Vendor; and
- 44.2.2 the Purchaser must enter into any agreement with the new registered proprietor as is reasonably required by the Vendor or the new registered proprietor confirming the provisions of this Contract.

45. RECESSION DUE TO DEATH, INCAPACITY OR BANKRUPTCY

- 45.1 If the Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy or go into liquidation or receivership, then the Vendor may rescind the Contract and Clause 19 of the Contract shall apply.

46. CONDITIONAL CONTRACT

- 46.1 The Property is sold subject to and conditional upon the granting of consent to the Strata Plan by the proper authority or authorities and Registration of the Strata Plan in its various stages as required by law. The Vendor agrees to use its best endeavors to register the Strata Plan containing the Lot the subject of this Contract as aforesaid at the earliest possible time PROVIDED that in the event of such Registration not being effected by the Registration Date or within such further period as provided for herein, either party may by notice in writing to the other, but prior to such Registration being effected, rescind this Contract whereupon the provisions of Clause 19 hereof shall apply. The Vendor's right to rescind the Contract under this Clause is subject to the provisions of Section 66ZL of the Conveyancing Act 1919.
- 46.2 Despite anything else contained in this Contract, the Vendor may by one or more notices extend the Registration Date by a period equivalent to any period of delay in obtaining any approval from Council, procuring construction of the Building or registration of the Strata Plan, which is caused or contributed to by any of the following events of delay:
- 46.2.1 inclement weather;
 - 46.2.2 civil commotion, strikes, industrial action;
 - 46.2.3 supply manufacture or delivery of materials for construction of the Building;
 - 46.2.4 any delay in consideration or granting of Development Approval or variation to Development Approval from Council or any other government authority;
 - 46.2.5 any delay in procuring the installation of a service;
 - 46.2.6 any dispute or litigation relating to the granting or withholding of an approval from Council or any other government authority; or
 - 46.2.7 any other matter affecting the development of the Building beyond the Vendors reasonable control.
- 46.3 The maximum period of time that the Vendor may extend the Registration Date is by 12 months after the original Registration Date.
- 46.4 This contract is subject to and conditional upon the Vendor exchanging the number of contracts for the sale of Lots in the Building as required by its financiers from time to time no later than the Finance Date. In the event that this is not satisfied by the Finance Date, the Vendor may rescind this Contract in which case the provisions on Clause 19 shall apply. The Purchaser shall not be entitled to make any claim, or rescind or terminate this contract as a result of, or in relation to any of the matters disclosed in this Clause.

47. CAVEAT

The Purchaser undertakes not to lodge or permit to remain at LRS any Caveat in respect of its interest as Purchaser hereunder until the Strata Plan has been registered by LRS.

48. PURCHASERS ACKNOWLEDGEMENT

- 48.1 Notwithstanding any other provision contained herein, the Property is sold subject to all notifications (excluding mortgages) which may be noted on the registered Strat Plan.
- 48.2 The Certificate of Title for the Property or the Common Property when issued.
- 48.3 The Vendor will proceed with all due diligence to ensure the due completion of the construction in a proper and workmanlike manner of the Building with parking (if any) substantially in accordance with the Development Approval.
- 48.4 The Purchaser warrants that it has read and satisfied itself as to the contents of the Development Approval copy of which is annexed to this Contract. The Purchaser shall not make any objection, requisition or claim any compensation or rescind or terminate this Contract in respect of any matter (or if the Vendor does or causes to be done any act) which is dealt with in or contemplated by the Development Approval (including without limitation the consolidation of title to and the recording of any easement, covenant, restriction, caveat or other notation on the Property).
- 48.5 The Vendor may apply to the Council to modify the Development Approval in any manner which the Vendor considers necessary or desirable in its absolute uncontrolled discretion. The Purchaser shall not make any objection, requisition or claim any compensation or rescind or terminate this Contract in respect of any modification to the Development Approval unless such modification materially adversely affects the Lot to an extent which is not minor.
- 48.6 If the Development Approval is modified and such modification materially adversely affects the Lot to an extent which is not minor, then the Purchaser may rescind this Contract by notice in writing to the Vendor within fourteen (14) days of the date which is the earlier of the date upon which the Vendor notifies the Purchaser of the modification to the Development Approval or fourteen (14) days after the date the Vendor notifies the Purchaser that the Strata Plan has been registered. If the right of rescission conferred by this Clause is not exercised within the specified time, then this Contract remains binding in all respects as though that right of rescission had never arisen.
- 48.7 The Purchaser agrees that the right of rescission specified in Clause 48.5 is the only remedy available to the Purchaser in respect of a modification to the Development Approval and the Vendor shall not be liable to the Purchaser for

any damages, costs or expenses.

48.8 The Purchaser acknowledges that the title to the Land and/or the construction of the Building and/or the Property and/or the Common Property and/or any other proposed Lot/s in the Strata Plan may be affected or amended by any or one or more of the following:

- 48.7.1 change to the location (other than the Lot), size, boundaries or dimensions of any Lot or Common Property;
- 48.7.2 change to the layout and/or configuration of the Lot which is minor and does not substantially, permanently and detrimentally affect the Property;
- 48.7.3 minor redefinition of the boundaries of the Land;
- 48.7.4 minor road re-alignment or dedication;
- 48.7.5 leases, easements or dedications relating to the provision of electricity substations;
- 48.7.6 variation of the proposed boundaries between the lots and between lots and Common Property including those resulting from relocation of the external wall of the proposed improvements;
- 48.7.7 alteration to the unit numbers, lot numbers and/or unit entitlements;
- 48.7.8 alteration to the number of lots in the Strata Plan;
- 48.7.9 the grant of rights of exclusive occupancy in respect of any part of the Common Property;
- 48.7.10 reduction of the number of visitor's car parking spaces and/or the relocation of any car space and/or storage space (if any) for the Lot and/or visitor's car spaces;
- 48.7.11 changes to the location of areas designed to be used primarily for storage or accommodation of motor vehicles not for human occupation as a residence or shop or the like;
- 48.7.12 relocation of columns;
- 48.7.13 changes to floor area or ceiling height of the Property, the Building;
- 48.7.14 changes to enable the proper construction of the Building;
- 48.7.15 changes to the exterior of the Building including exterior finishes;
- 48.7.16 changes to materials if those materials are difficult to obtain;
- 48.7.17 changes to the internal layout of the Building;
- 48.7.18 changes to the positions of services within the Building or any of the services;
- 48.7.19 changes to meet or as a consequence of meeting the requirements

of any Authority; or

48.7.20 changes that are determined desirable or required by the Vendor from time to time.

48.9 Notwithstanding any other provision, the Purchaser shall not be entitled to make any requisition, objection or claim for compensation or delay completion or rescind or terminate this contract, if any of the matters specified in Clause 48.7 occur, and by proceeding to completion, it accepts the Property in the state and condition it is in.

48.10 The Purchaser acknowledges that other than as contained in this Contract no representations, inducements or warranties have been made by the Vendor or its agents or representatives in relation to the Property and if they have that they are hereby negated and that any measurements which appear in the plans annexed to this Contract are approximate and indicative only.

48.11 The Vendor reserves the right to make such alterations, variations and amendments to the Plan of Instrument (if any) and create such easements and/or covenants and/or restrictions as to user pursuant to Section 88B of the *Conveyancing Act, 1919* as may be required.

48.12 The Vendor shall notify the Purchaser in writing of any alteration, variation, amendment or creation of easements, covenants or restrictions as to user required.

48.13 If any alteration, change, variation, amendments or creation of easements, covenants or restrictions as to user materially and adversely affects the Property or substantially varies the dimensions and/or the position of the Property as shown on the Strata Plan the Purchaser will be entitled to rescind the Contract by Notice in writing to the Vendor and Clause 19 shall apply.

48.14 The Purchaser shall not be entitled to make any objection, requisition or claim for compensation, delay completion nor rescind this Contract in respect of any minor variation or discrepancy in the area, dimensions or position of the Property as shown in the Draft Strata Plan and the Strata Plan as approved by the Council and registered by LRS. It is agreed that a minor variation shall be a variation of 5% or less of the area of the Lot (excluding any car spaces or storage areas) and that the right of rescission specified in Clause 48.14 is the only remedy available to the Purchaser.

48.15 The right of rescission conferred by Clause 19 may only be exercised by the Purchaser within seven (7) days after the date of service of written notification from the Vendor or the Vendors Conveyancer of any alteration, variation or amendments to the Strata Plan or the Strata Plan as registered by LRS. If such right of rescission is not exercised within the stipulated time this Contract shall

become and remain binding in all respects as though such right of rescission had not been granted.

- 48.16 The Vendor intends (but does not warrant) the By Laws for the Strata Scheme will be substantially in the form of the By Laws. Subject to Clause 48.16 the Vendor may add or make changes to the By Laws that the Vendor considers necessary or desirable in its absolute uncontrolled discretion.
- 48.17 The Purchaser shall not make any requisition, objection or claim for compensation or rescind or delay completion of this Contract if upon registration the By Laws are different to the Model By-Laws unless the difference materially or adversely affects the Lot to an extent which is substantial in which case the Purchaser's only remedy shall be rescission by notice in writing to the Vendor served within fourteen (14) days after registration of the Strata Plan.
- 48.18 The Vendor may (but is not obliged to) create a stratum subdivision of the Land and/or the Building to create a stratum lot of which the Strata Plan will form part of. The Purchaser acknowledges that a strata management statement may be created concurrently with the stratum subdivision. The Purchaser shall not make any objection, requisition or claim any compensation or rescind or terminate this Contract in respect of any matter contained in this clause unless such matter materially and adversely affects the Lot to an extent which is not minor.
- 48.19 Certain lots in the Strata Plan may comprise adaptable apartments. If applicable, these apartments are designed spatially to allow use by persons with disability and may include a car space suitable for use by persons with a disability. Despite any other provision of this Contract, the Vendor may be required or the Vendor may otherwise consider it necessary or desirable to alter any item in the Schedule of Finishes or to alter the Strata Plan to comply with any relevant laws or the terms of any consent or approval. The Purchaser shall not be entitled to make any requisition, objection or claim for compensation or delay completion or rescind or terminate this contract, if any of the matters specified in this clause occur.

49. COUNCIL RATES, WATER RATES, LAND TAX AND CONTRIBUTIONS TO THE OWNERS CORPORATION

- 49.1 If at Completion, no separate assessment for council rates, water and sewerage rates or land tax has issued in respect of the Property for the period current at the date of completion the Purchaser must accept the following amounts as the current assessment for council rates, water and sewerage rates or land tax for the Property as the amounts payable and those amounts must be adjusted on completion in accordance with clause 14:

- | | |
|-------------------|----------------------|
| (i) Council rates | \$1,600.00 per annum |
|-------------------|----------------------|

- (ii) Water & sewerage rates \$250.00 per quarter
- (iii) Land tax \$1,500.00 per annum

49.2 An adjustment in accordance with Clause 49.1 must be on the basis that the amount being adjusted is paid.

49.3 If an adjustment is made in accordance with Clause 49.1 no regard must be had to the actual assessment or assessments for rates or land tax subsequently issued in respect of the Property and the Vendor must:

49.3.1 On or before completion pay the then current instalments issued in respect of the Property; and

49.3.2 Pay any assessment or assessments which may be issued in respect of the Property for the rating period current at the date of completion or any part of that rating period.

49.4 The Purchaser is aware that the Vendor proposes to advance funds by way of contribution to the Owners Corporation for the purpose of effecting insurance for the first six (6) to twelve (12) months period paid by the Vendor but properly payable by the Owners Corporation as required by the *Strata Schemes Development Act 2015* and the *Strata Schemes Management Act 2015* as amended and the Purchaser acknowledges that such amount shall constitute "outgoings" and be adjusted on completion on a unit entitlement basis.

49.5 The parties must adjust under Clause 14 on the Completion Date the following amounts:

49.5.1 any normal operating expenses of the Owner's Corporation which have been paid by and not reimbursed to the Vendor; and

49.5.2 any regular periodic contributions to the administrative fund and the sinking fund of the Strata Scheme.

49.6 Any adjustment to be made under Clause 49.5 shall be made on a unit entitlement basis.

49.7 Notwithstanding any other provision, the Vendor is not obliged to give to the Purchaser a certificate under section 184(1) of the *Strata Schemes Management Act 2015 (NSW)* (Section 184(1) Certificate) in relation to the Property.

50. GST

50.1 If the Vendor is liable to pay goods and services tax ("GST") on this Sale, then the purchase price recorded on page 1 of this Contract includes GST which will be payable by the Vendor.

50.2 The Vendor and Purchaser agree that the Vendor is entitled to and will utilise

the scheme known as or generally referred to as the margin scheme under the Tax System (Goods and Services Tax) Act 1999, the Vendor may elect that the GST payable on the sale be calculated in accordance with the margin scheme.

- 50.3 The Purchaser acknowledges that if the Vendor elects to utilise the margin scheme, the Purchaser will not be entitled to claim an input tax credit in respect of the GST paid by the Vendor.

51. SCHEDULE OF FINISHES

- 51.1 Prior to Completion, the Vendor will, subject to Clause 51.2, cause the Finishes to be finished and installed in the Property in a proper and workmanlike manner.
- 51.2 The Vendor may change without notice to the Purchaser any of the following:
- 51.2.1 any item specified in the Schedule of Finishes to another item of equivalent quality; and
 - 51.2.2 any item to be installed in the Property or the Building specified in Schedule of Finishes to another item of equivalent quality.
- 51.3 The Purchaser acknowledges that some Finishes can vary in shade, colour, texture, or may have markings or finishes attributable to the type of material or manufacture, particularly if made of natural materials. If the Purchaser has inspected Finishes in any display/display unit or other Lot or viewed any pictorial representation of the Finishes, the Purchaser acknowledges that the finishes in the Property may be different to those inspected or viewed, and may also vary in shade, colour, texture, or have markings or finishes attributable to the type of material or manufacture.

52. SEWERAGE SERVICE DIAGRAM

- 52.1 The Vendor warrants that all water, sewerage, and drainage work will be carried out with the approval of the appropriate authorities. The Purchaser acknowledges that an up-to-date drainage diagram may not be available as at the date of completion and the Purchaser shall not be entitled to make any objection, requisition or claim for compensation nor delay settlement on that account.

53. MANUALS AND WARRANTIES

- 53.1 The Vendor shall at completion use its best endeavors to deliver to the Purchaser all warranties and guarantees (if any) in respect of the fixtures, fittings or inclusions that have been installed by the Vendor in the Property and all written warranties, instruction books or manuals (if any) in respect thereof.
- 53.2 The Purchaser must not make any objection, requisition or claim, delay

completion or rescind or terminate this Contract because of anything in connection with a manufacturer's or other warranty applicable to any electrical appliance, equipment or items.

54. SELLING ACTIVITIES

54.1 The Purchaser acknowledges that both before and after Completion the Vendor and persons authorised by the Vendor are entitled to and will:

54.1.1 conduct selling and leasing activities in the Building and on the Land (but not the Property);

54.1.2 place and maintain in, on and about the Building and the Land (but not the Property) signs in connection with those selling and leasing activities; and

54.1.3 place and maintain in, on and about the Building and the Land (but not the Property) an office or other facility or both for salespersons.

54.1.4 The Purchaser agrees to vote against any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation the passing of which would curtail or inhibit the rights of the Vendor referred to in Clause 48.

54.1.5 The covenants in this clause shall continue until the Vendor completes the sale of all lots in the Strata Plan.

54.2 This Clause 54 shall not merge on completion.

55. DEFECTIVE WORK

55.1 Notwithstanding and other provision, the Vendor shall at its own expense remedy any defect in the Lot caused by faulty materials or faulty workmanship (other than minor settlement cracks and minor shrinkage) which are notified to the Vendor in writing by the Purchaser within three (3) calendar month after Completion.

55.2 The Vendor shall remedy the defects which the Vendor is required to remedy under clause 55.1 within a reasonable time after the expiration of three (3) calendar months after Completion.

55.3 The Purchaser must not delay Completion because of any defect or fault (other than Special Fault) in the Property existing prior to or at the date of Completion.

55.4 The issue of an Occupation Certificate is conclusive evidence that there is no Special Fault, and that the Property is fit for occupation.

55.5 The Purchaser must not serve notice of defects or faults referred to in this clause on more than one (1) occasion.

55.6 The Purchaser must serve notice of any Special Fault immediately it becomes

aware of the defect or fault. If the Vendor has been notified of a Special Fault before Completion, it must rectify that Special Fault in a proper and workmanlike manner before Completion.

- 55.7 The Vendor need not remedy defects in any Finishes that are sold with a manufacturer's warranty.
- 55.8 After Completion, the Purchaser shall permit the Vendor or the Vendor's employees, agents, contractors and/or the Owners Corporation access to the Property to carry out work to repair any fault or defect which the Vendor is obliged to rectify in the Property, any part of the Building, any of the other lots of the Strata Scheme, or any part of the Common Property or to repair or alter utilities and the Purchaser must not interfere with or prevent such persons carrying out such works.
- 55.9 The Vendor must in exercising its rights under this Clause 55 give the Purchaser reasonable notice of when access to the Property is required (except in an emergency which will be at any time without notice) and at reasonable times approved by the Purchaser. The Vendor must use reasonable endeavors to ensure minimal disturbance and interference to the Purchaser.

56. FOREIGN INVESTMENT REVIEW BOARD

- 56.1 The Purchaser, if a Foreign Person, must prior to, or on the date of this Contract:
 - 56.1.1 inform the Vendor of the fact the Purchaser is a Foreign Person; and
 - 56.1.2 provide to the Vendor with the Purchaser's full name, address and nationality, and at any time requested by the Vendor, provide any other information the Vendor may reasonably require.
- 56.2 The Purchaser acknowledges and warrants that if the Purchaser does not notify the Vendor that it is a Foreign Person as stated above, then the Purchaser is not (or in the case of a corporation or trustee, its significant shareholders or beneficiaries are not) a Foreign Person and FIRB approval does not apply to the Purchaser.
- 56.3 The Purchaser further acknowledges that if the warranty contained in this Clause 56 is untrue in any respect, the Purchaser hereby indemnifies the Vendor against any loss which the Vendor may suffer as a result of the Vendor having relied on the warranty.

57. GUARANTEE AND INDEMNITY

- 57.1 This Clause applies if the Purchaser named on Page 1 of this Contract is a corporation other than a public company listed on the Australian Stock Exchange.
- 57.2 In this Clause Guarantor means all those persons named as a Director and/or Secretary of the corporation in the records held by the Australia Securities and

Investment Commission (**ASIC**) as at the date of this contract.

- 57.3 In consideration of the Vendor entering into this Contract with the Purchaser at the Guarantor's request, the Guarantor as testified by his/her execution of this Contract hereby unconditionally and irrevocably covenants with the Vendor that the Guarantor will be (with the Purchaser) jointly and severally liable to the Vendor for the due and punctual performance and observance by the Purchaser of the covenants and agreements express or implied on the part of the Purchaser to be performed and observed under this Contract AND it is hereby expressly agreed that the Vendor shall be at liberty to grant any time or indulgence to the Purchaser or to vary the terms of this Contract or to compromise with or release the Purchaser from all or any liability under this Contract and may release securities without in any of such events affecting the liability of the Guarantor under this Contract.
- 57.4 In the event of the winding-up of the Purchaser the Guarantor shall not be entitled to prove or claim in competition with the Vendor so as to diminish any distribution dividend or payment which but for such proof or claim the Vendor would be entitled to receive arising out of or relating to such winding-up.
- 57.5 Without prejudice to the generality of the foregoing guarantee the Guarantor hereby agrees to indemnify and to keep indemnified the Vendor from and against all loss, damage, costs, expenses, actions, claim, demands and liability whatsoever which arise directly or indirectly as a result of any breach by the Purchaser of its obligations under this Contract and the Guarantor will pay any money due to the Vendor by reason of this indemnity on demand including the balance of the purchase price, the adjustments due to the Vendor on completion and interest if any pursuant to these special conditions.
- 57.6 The Guarantor must on written demand from the Vendor pay to the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this special condition.
- 57.7 If the Vendor assigns or transfers the benefit of this Contract, then the transferee receives the benefit of the Guarantor's obligations under this special condition.

58. HOME BUILDING ACT

- 58.1 The Vendor informs the Purchaser and the Purchaser acknowledges that:
The vendor is exempt from the requirements of the Home Building Act 1989 and the Home Building Regulation 2014 (HBA) relating to the attachment of an insurance certificate to this contract because the residential buildings to be constructed will have a rise of more than three storeys.

59. CARSPACE

- 59.1 The Purchaser agrees that in developing the Land, the Vendor may in its absolute discretion, make alterations, additions, amendments, relocations or deletions of car spaces and/or storage areas within the Building and Land, including as to their size. For clarity, if the Property includes a car space and/or storage area, the Vendor's rights under this clause does not alter the fact that it is included.
- 59.2 The Purchaser specifically acknowledges that the Vendor may, in its sole discretion and at any time before, on or after Registration of the Draft Strata Plan, re-allocate the Property's car space(s) and storage space(s) to any location and may also change their size.
- 59.3 The Purchaser acknowledges that Council, the Owners Corporation and By-Laws may impose restrictions on the use of car spaces and storage areas in the Strata Scheme, such as that they may only be used by owners or occupants of Lots in the Strata Scheme, and the way they can be enclosed.
- 59.4 The Purchaser acknowledges that the Vendor may or may not enclose or partition storage areas, in the Vendor's absolute discretion.

60. DESIGNATED MATTERS

- 60.1 If required by the Vendor, the Purchaser must:
 - 60.1.1 vote in favour of any motion for a resolution of the Owners Corporation to implement or give effect to any of the Designated Matters; and
 - 60.1.2 vote against any motion for a resolution of the Owners Corporation which, if passed, would delay or prevent the Vendor exercising rights in relation to the Designated Matters.
- 60.2 The Purchaser must:
 - 60.2.1 procure any transferee from the Purchaser of the Property to enter into a contract in the terms of this Special Condition in such form as the Vendor reasonably requires;
 - 60.2.2 use all reasonable endeavors to procure any enrolled mortgagee of the Property to comply with this Special Condition; and
 - 60.2.3 do all things reasonably required by the Vendor for the purpose of giving effect to the provisions of this Special Condition.
- 60.3 The Purchaser must not make any objection because of anything contained in this Special Condition.
- 60.4 This Special Condition does not merge on completion.

61. VENDORS TITLE

- 61.1 At the date of this Contract, the Vendor may not be the registered proprietor of the Property.
- 61.2 Completion of this Contract is subject to the Vendor becoming the sole registered proprietor of the Property.
- 61.3 If the Vendor is not the sole registered proprietor of the Property by Completion then either party may rescind this Contract by written notice to the other and the provisions of clause 19 will apply, provided that a party does not have the right to rescind under this Special Condition if the Vendor becomes the registered proprietor before the notice of rescission is delivered to the receiving party.

62. RE-SALE

- 62.1 The Purchaser must not enter into a contract for the resale of the Property before Completion without the Vendor's prior written consent.
- 62.2 In the event that the Vendor gives its written consent to a re-sale of the Property, the Purchaser must at its cost, and subject to any further or contrary directions or conditions given by the Vendor:
 - 62.2.1 ensure that the contract for re-sale includes terms in substantially the same terms as in this Contract, other than those regarding the price, in order that the new purchaser has the same obligations, and makes the same representations and warranties, as the Purchaser; and
 - 62.2.2 engage only the services of the Vendors Agent specified herein for any re-sale of the Property.

63. FLOOR PLAN

- 63.1 Subject to other provisions of this Contract, the Vendor agrees to construct the Property generally in accordance with the DA Plans.
- 63.2 The Purchaser cannot make any objection, requisition or claim, delay completion, rescind or terminate this Contract because there is a difference between the Lot which forms part of the Property as shown in the DA Plans and the Lot which forms part of the Property as actually constructed, including, without limitation, a difference in the layout of the interior of the Lot or a reduction in the area of the Lot not in excess of 5% (excluding any car spaces, storage areas, Balconies and Private Open Spaces) of the area noted on the draft Strata Plan, unless the difference or reduction in area detrimentally affects the Property to a substantial extent, in which case, the Purchaser may rescind by written notice to the Vendor within 7 days after the Vendor notifies the

Purchaser in writing that the Strata Plan has been registered or within 7 days after the Purchaser is notified of the change between the DA Plans and the Property as completed (whichever is the earlier time).

63.3 In the event the Purchaser does not rescind this Contract within the time and the manner provided in clause 63.2 of this Contract, then the Purchaser shall be deemed to have accepted the variation to the DA Plans and the Purchaser shall proceed to complete this Contract in accordance with the provisions of this Contract.

63.4 The Purchaser acknowledges that any furniture shown on the DA Plans is part of a design concept for the Property and is excluded from the sale.

64. Replacement of documents and plans

64.1 At any time before the vendor serves the Registration Notice, the vendor may serve a Notice of Changes in relation to a Disclosure Document or a replacement for any Other Document attached to this contract.

64.2 From and including the day of service of a Replacement Document, the Replaced Document is taken to be no longer attached to this contract and the Replacement Document is taken to be attached to this contract.

64.3 Subject to Clause 64.4 and 64.5, the purchaser may not make any claim, objection, requisition, or delay completion, rescind or terminate as a result of a Replaced Document being replaced by a Replacement Document.

64.4 If a change notified in a Notice of Changes is a Material Change, the purchaser may, within ten *business days* after service of the Notice of Changes, *rescind* by written notice to the vendor.

64.5 If a Replaced Document is an Other Document and there is a difference between the Replaced Document and the corresponding Replacement Document which detrimentally affects the property to a substantial extent, the purchase may, within ten *business days* after service of the Replacement Document, *rescind* by written notice to the vendor.

Schedule 1 - requisitions

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:

Purchaser:

Property:

Dated:

Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise. **Noted.**
2. Is anyone in adverse possession of the property or any part of it? **Not to the vendor's knowledge.**
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.**(a)-(f) Not applicable.**
4. Is the property affected by a protected tenancy? (A tenancy affected by parts 2, 3, 4 or 5 of the Landlord and Tenant (Amendment) Act 1948.). **No.**
5. If the tenancy is subject to the Residential Tenancies Act 2010:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order? **Not applicable.**
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details. **Not applicable.**

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property and recorded as the owner of the property on the strata roll, free of all other interests. **The vendor relies on the contract.**
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion together with a notice under Section 22 of the Strata Schemes Management Act 2015 (the **Act**). **Noted subject to the contract.**
8. When and where may the title documents be inspected? **At the mortgagee's solicitor's office subject to appointment.**
9. Are the inclusions of fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion. **No.**

Adjustments

10. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion. ***Outgoings will be adjusted in accordance with the contract.***

11. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? **Yes**

If so:

(a) to what year has a return been made?

(b) what is the land value for land tax purposes for the current year?

The purchaser should make and rely on its own enquiries and the vendor relies on the contract.

Survey & Building

12. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation. ***The vendor relies on the contract.***

13. 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. **No.**

14. In respect of the property and the common property:

(a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with? ***As far as the vendor is aware all such provisions are 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? ***The vendor is not aware of any such matter.***

(c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. ***The vendor does not have a building certificate.***

(d) 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*.

The vendor relies on the contract.

15. 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? ***The vendor relies on the contract.***

16. If a swimming pool is on the common property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
Not applicable.
- 17.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion. **There are no party walls.**
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls? **No.**
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?
The vendor has not received any such notice. Affectations, Notices and Claims
18. 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 resumption or acquisition or proposed resumption or acquisition?
 - (ii) 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.
 - (iii) 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?
 - (iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (v) any realignment or proposed realignment of any road adjoining them?
 - (vi) any contamination of them?**The vendor relies on the contract.**

Owners Corporation and management

- 19. Has the initial period expired?
No.
- 20. If the property includes a utility lot, please specify the restrictions.
Not applicable.
- 21. If there are any applications or orders under Chapter 5 of the Act, please provide details. **No**
- 22. Do any special expenses (as defined in clause 23.2 of the standard form Contract) exceed 1% of the price? **No**

Capacity

- ~~23. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.~~

Requisitions & Transfer

- 24. 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.
Not applicable.
- 25. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
This alleged right is not admitted.
- 26. The purchaser reserves the right to make further requisitions prior to completion.
This alleged right is not admitted.
- 27. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.
This alleged right is not admitted.

General Finishes

- Remote entry at entry level and Car Park
- Building Fencing as per council requirements
- NBN Ready Building
- Tiled and landscaped areas

Building Finishes

Building Exterior

Wall

- Face Brick
- Rendered Walls
- Cladded Feature Walls

Roof

- Colorbond
- Concrete

Entry Level (Ground Floor)

- Floor Tiles
- Plasterboard Wall and Ceiling
- Common areas suspended ceilings

Balcony

- Tiled floor
- Painted concrete ceilings
- Face Brick / Render walls
- Balustrades (as and where required)

Car Park Levels

- Remote entry to security carpark
- Individual Car Space with storage

Floors

- Sealed Concrete

Lift

- Stainless steel lift doors, surrounds and call button
- Lift services all floors

Fire Stairs

- Concrete Floor/Treads
- Walls of brickwork/concrete
- Handrail of Galvanised steel or aluminium handrail

Schedule of Finishes

Internal Finishes

General

- Rinnai or equivalent instantaneous hot water system
- BBQ ready gas bayonet on balcony
- Smoke Detector as per the BCA and Australian Standards (It is not a BASIX Requirement)

Living and Dining

- Floor – Lappato Finish Tiles
- Walls - Stud wall, plasterboard and insulation to comply with Basix
- Ceilings - Suspended Plasterboard
- Gas bayonet
- Free to air TV outlet and internet connection.
- Telephone Point
- Skirting – Profiled Timber Skirting
- Lighting – LED Downlights

Kitchen

- Floor – Lappato Finish Tiles
- Benchtops of 20mm Caesar stone
- Splashback of Ceramic tiles
- Ceiling – Plasterboard Ceiling Painted
- Cabinets – Kaboodle
- Cupboard Fronts – Polyurethane Finish
- Appliances
 - 600mm Gas cooktop with Electric oven : Westinghouse or Equivalent
 - 600mm Rangehood : Westinghouse or Equivalent
 - Dishwasher : Westinghouse or Equivalent
 - Kitchen Sink : Stainless steel sink (Double Bowl)
 - Kitchen Tapware : Chrome mixer tap
- Lighting

Bedrooms

- Floor – Lappato Finish Tiles
- Doors – Hole Core Door with lever handles
- Ceiling - Plasterboard ceilings
- Wardrobes - Built-in Robes
- Internet & Telephone point in main bedroom

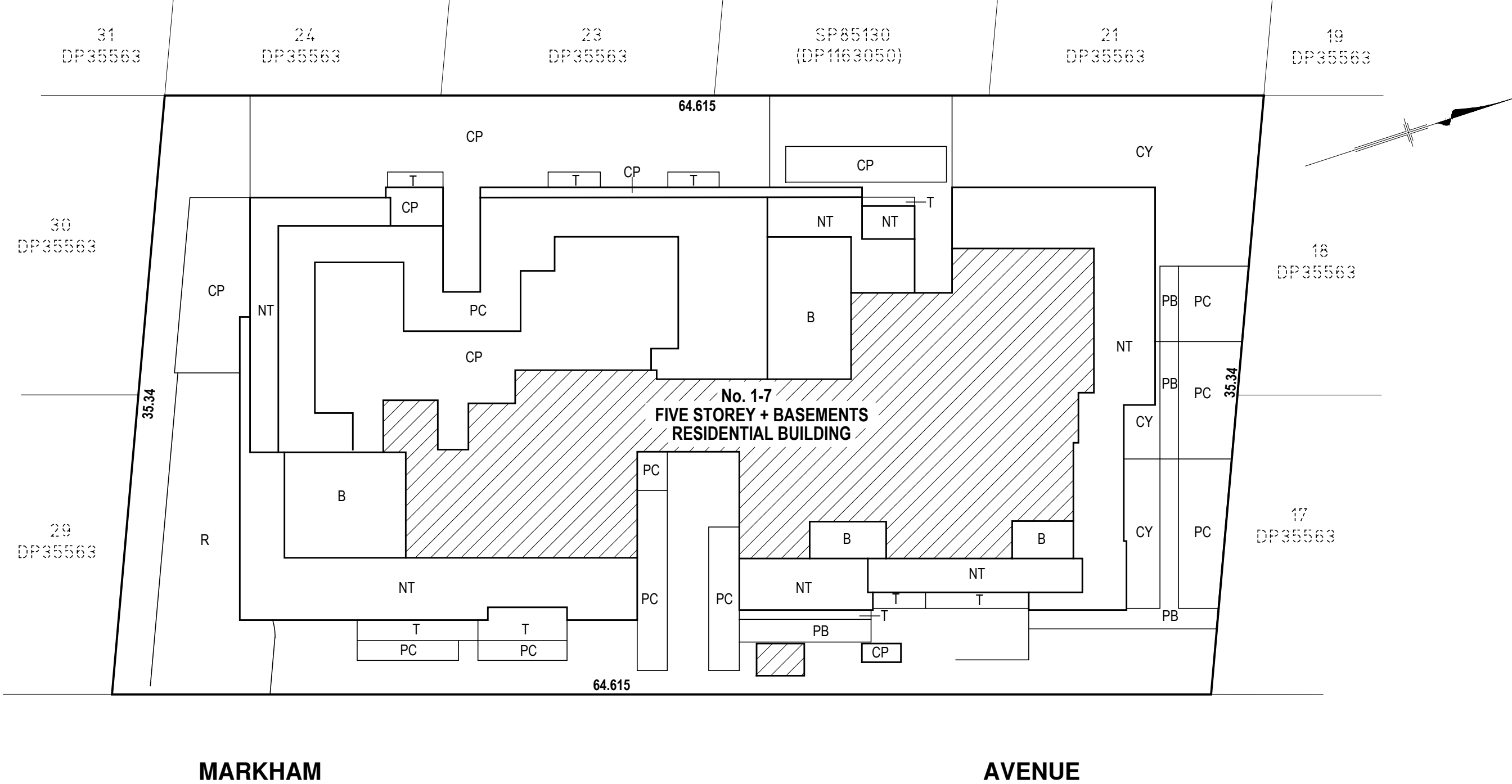
Schedule of Finishes

Bathroom

- Floor – Tiled
- Wall – Full Height Ceramic Tiles
- Ceiling –Painted
- Exhaust Fan or Naturally Ventilated
- Lighting
- Bath Tub (where applicable) - White bath
- Vanity
- Shower Screen – Semi-Framed
- Tap ware - Basin Mixers square tap and Wall mixer square tap
- WC Suite – White Ceramic Basin
- Other Accessories - Double Towel Rail

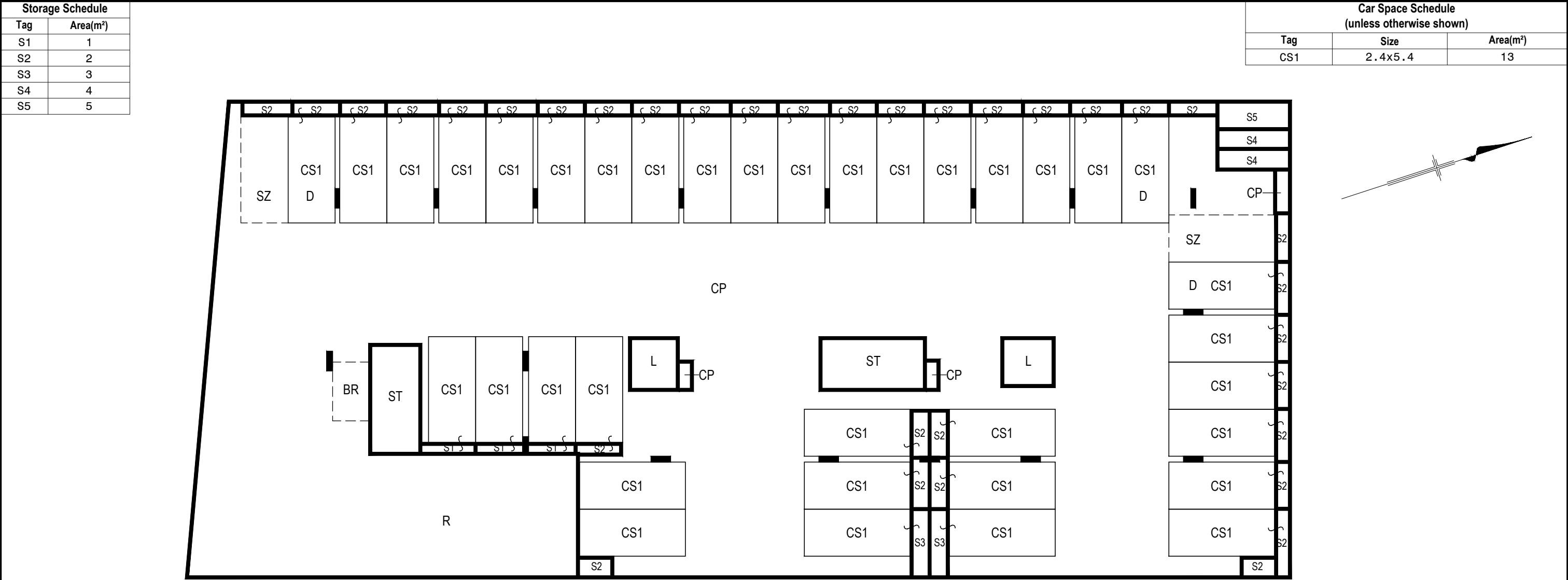
Laundry

- Floor – Tiled
- Splashback - Ceramic tile
- Ceiling - Painted
- Tub - Stainless Steel Tub with cabinet
- Sink Mixer tap



LOCATION PLAN

CP	COMMON PROPERTY
B	BALCONY
CY	COURTYARD
NT	NON-TRAFFICABLE ROOF (CP)
PB	PLANTER BOX
PC	PLANTER (CP)
R	RAMP (CP)
T	TERRACE

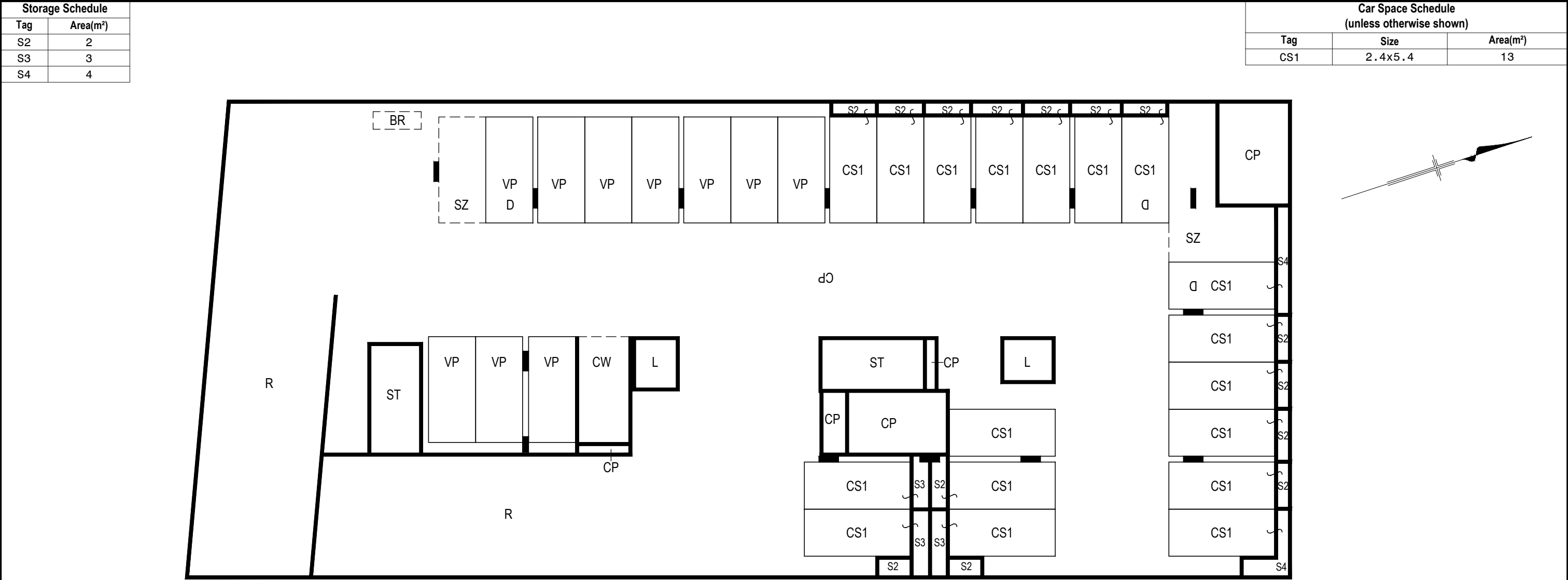


PROLONGATION OF FACE OF COLUMN OR WALL

NOTES:-
COLUMNS ARE COMMON PROPERTY AND NOT SHOWN UNLESS USED TO DEFINE LOT BOUNDARIES
REFER TO CAR SPACE AREA SCHEDULE FOR DIMENSIONS AND AREAS WHEN NOT SHOWN ON THE PLAN
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
ALL ANGLES ARE RIGHT ANGLES
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

BASEMENT 2 FLOOR PLAN

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
BR	BIKE RACKS (CP)
D	DISABLED
L	LIFT (CP)
R	RAMP (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)



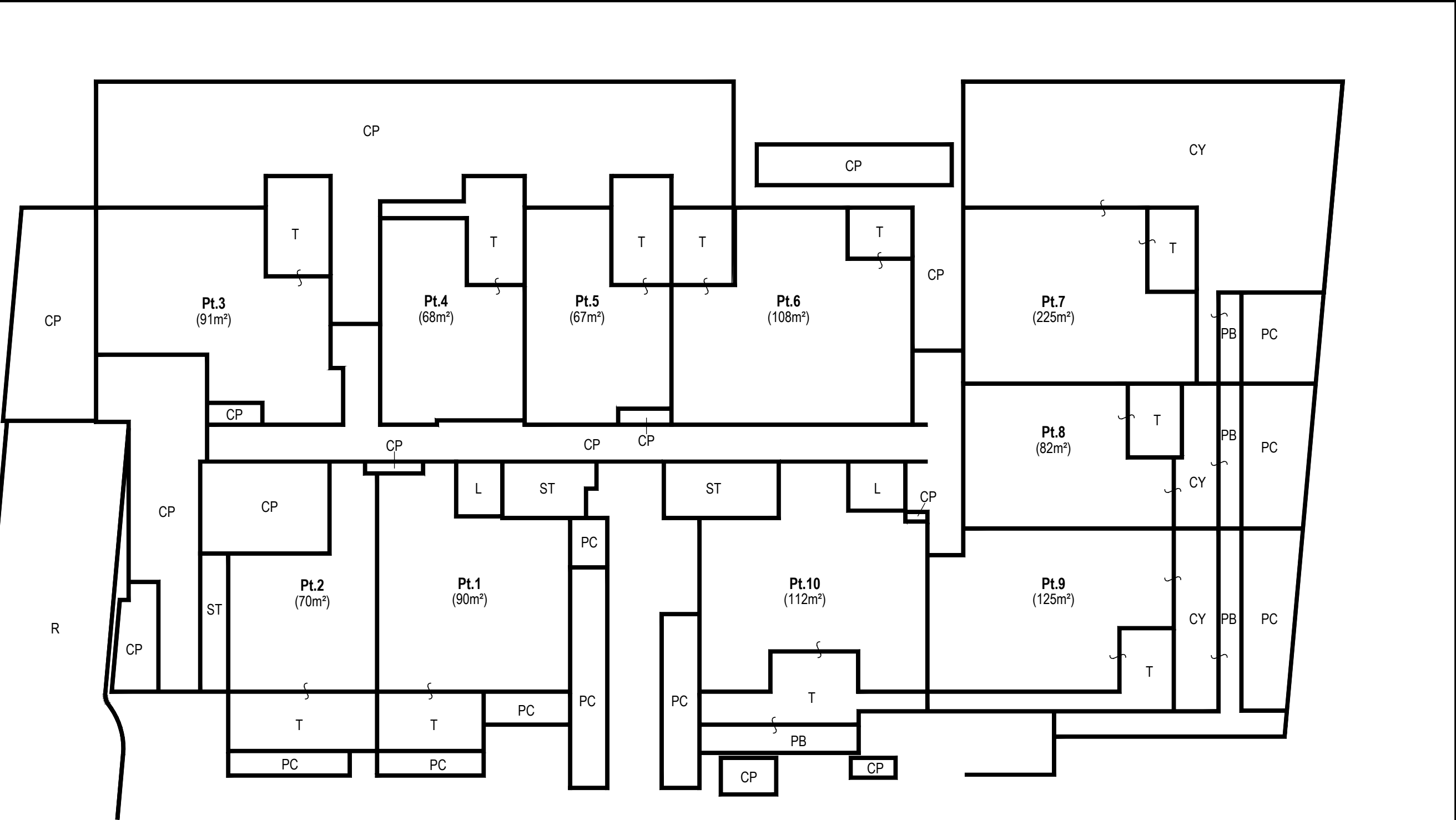
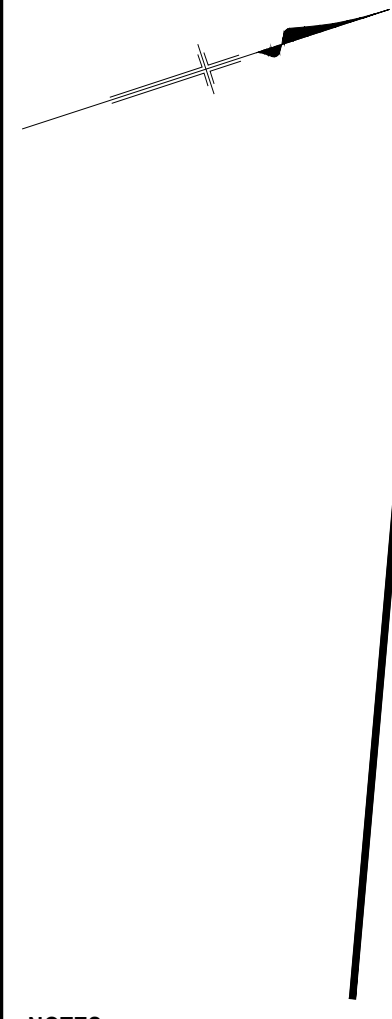
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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

BASEMENT 1 FLOOR PLAN

CP	COMMON PROPERTY
CS#	CAR SPACE (SEE SCHEDULE)
S#	STORAGE (SEE SCHEDULE)
BR	BIKE RACKS (CP)
CW	CAR WASH BAY (CP)
D	DISABLED
L	LIFT (CP)
R	RAMP (CP)
ST	STAIRS (CP)
SZ	SHARED ZONE (CP)
VP	VISITOR PARKING (CP)

Combined Areas (m²)				
Lot	Unit	CY	PB	T
1	77	-	-	13
2	51	-	-	19
3	79	-	-	12
4	53	-	-	15
5	54	-	-	13
6	92	-	-	16
7	75	137	4	9
8	56	12	6	8
9	74	16	19	16
10	83	-	9	20

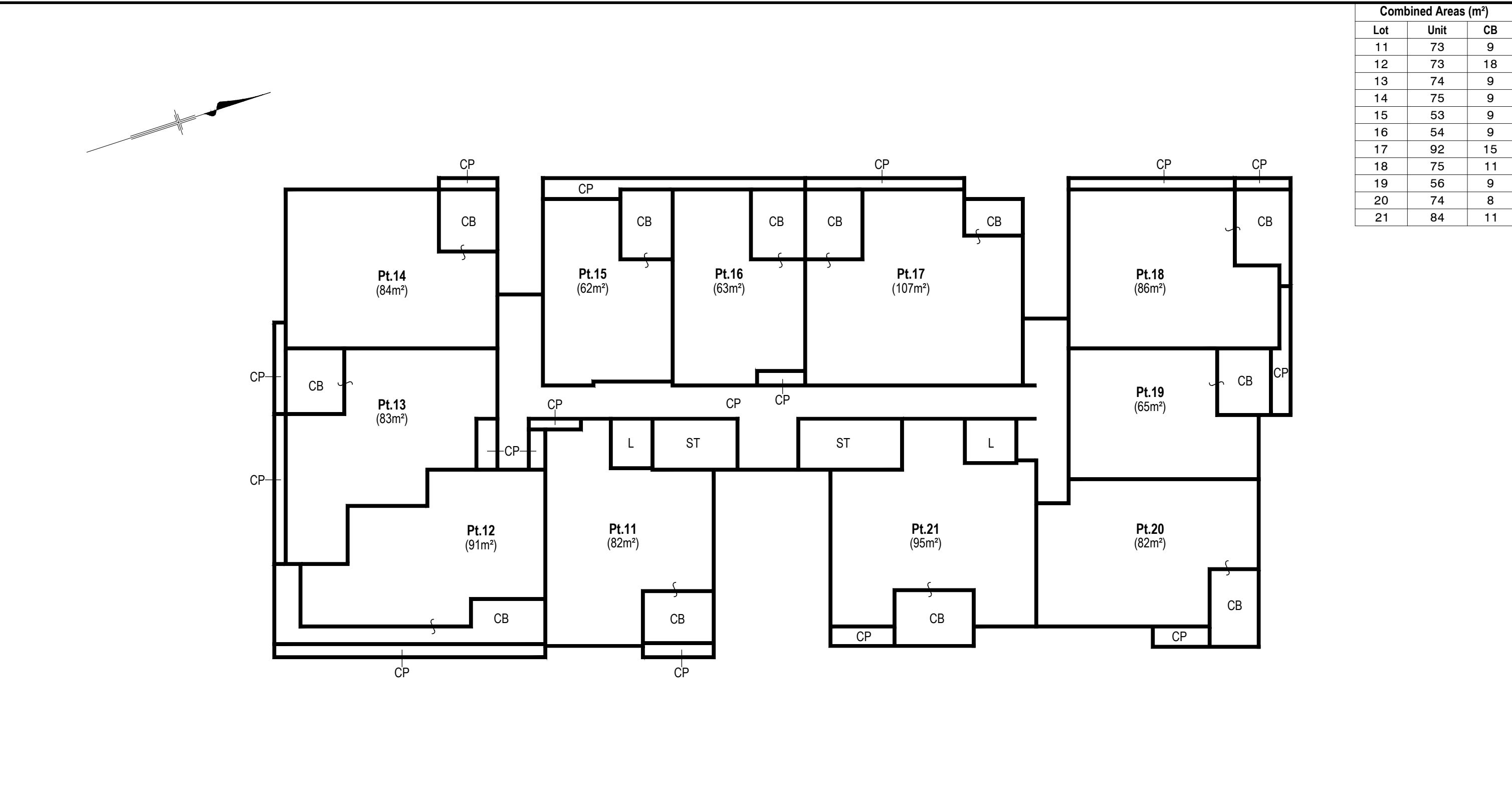


NOTES:-
THE STRATUM OF EACH PLANTER BOX IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
WHERE NOT OVER THE BASEMENT THE LIMIT OF THE STRATUM OF THE COURTYARD IS 2 BELOW AND 5 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THE GROUND FLOOR LIVING AREA OF THEIR RESPECTIVE DWELLING EXCEPT WHERE COVERED WITHIN THIS LIMIT
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

GROUND FLOOR PLAN

CP	COMMON PROPERTY
CY	COURTYARD
L	LIFT (CP)
PB	PLANTER BOX
PC	PLANTER (CP)
R	RAMP (CP)
ST	STAIRS (CP)
T	TERRACE

Surveyor: MICHAEL TRIFIRO Date: Surveyor's Ref: 8063	PLAN OF SUBDIVISION OF LOT 1 IN DP 1264718	L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED	SP Issue: 3/03/2021
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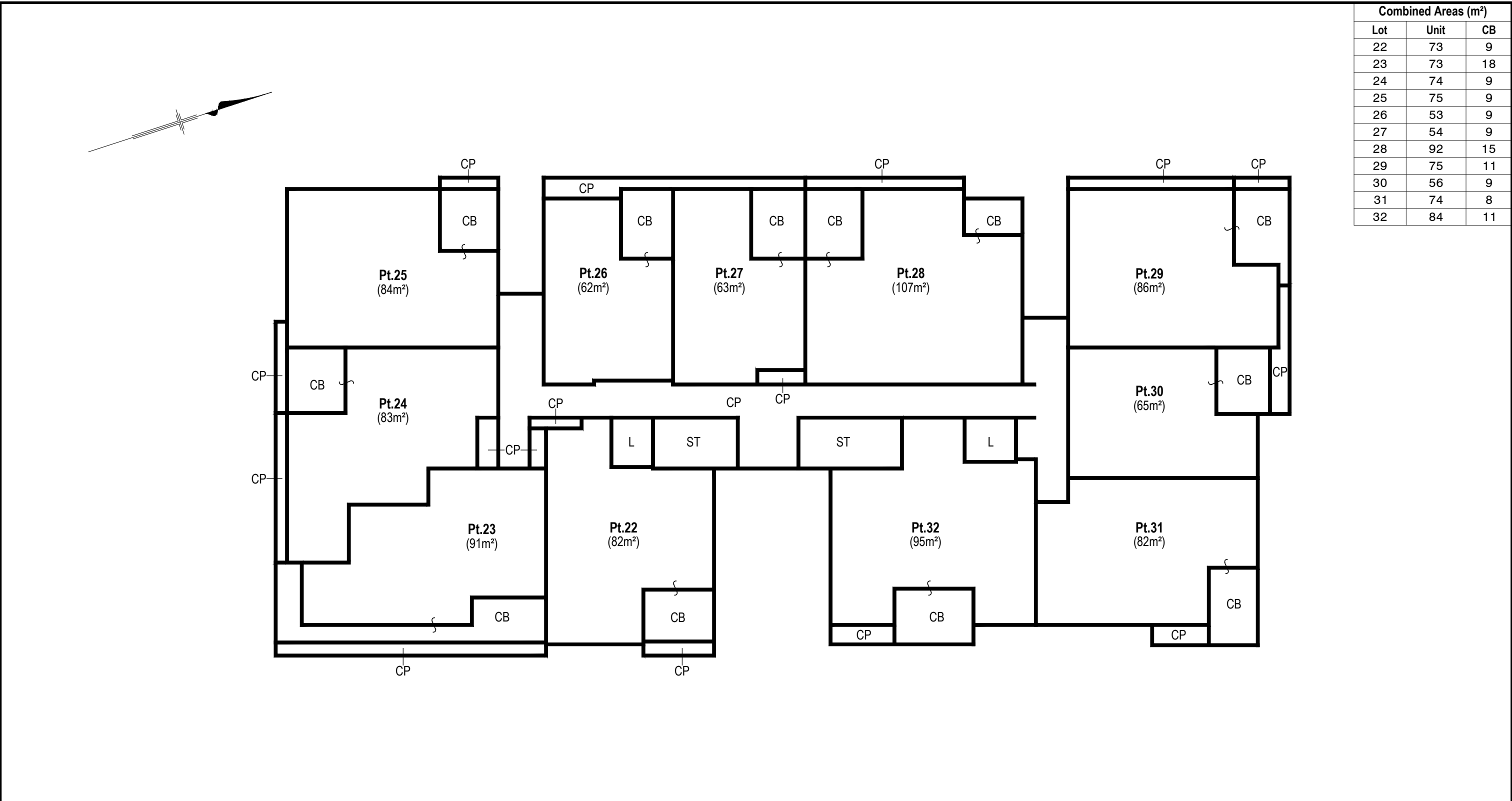
Combined Areas (m²)		
Lot	Unit	CB
11	73	9
12	73	18
13	74	9
14	75	9
15	53	9
16	54	9
17	92	15
18	75	11
19	56	9
20	74	8
21	84	11

NOTES:-

ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 1

CP	COMMON PROPERTY
CB	COVERED BALCONY
L	LIFT (CP)
ST	STAIRS (CP)



Combined Areas (m²)		
Lot	Unit	CB
22	73	9
23	73	18
24	74	9
25	75	9
26	53	9
27	54	9
28	92	15
29	75	11
30	56	9
31	74	8
32	84	11

NOTES:-

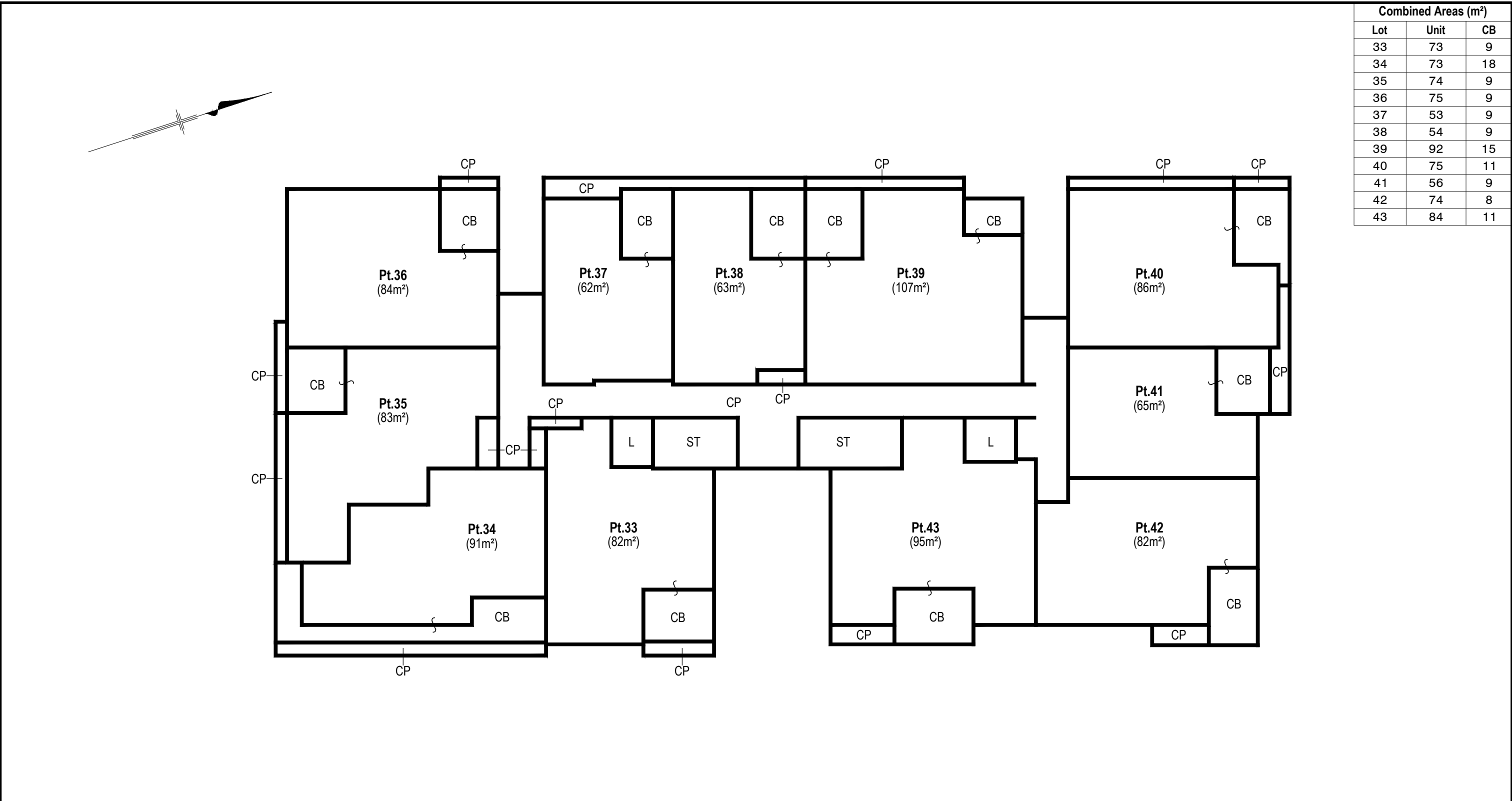
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 2

CP	COMMON PROPERTY
CB	COVERED BALCONY
L	LIFT (CP)
ST	STAIRS (CP)



Combined Areas (m²)		
Lot	Unit	CB
33	73	9
34	73	18
35	74	9
36	75	9
37	53	9
38	54	9
39	92	15
40	75	11
41	56	9
42	74	8
43	84	11

NOTES:-

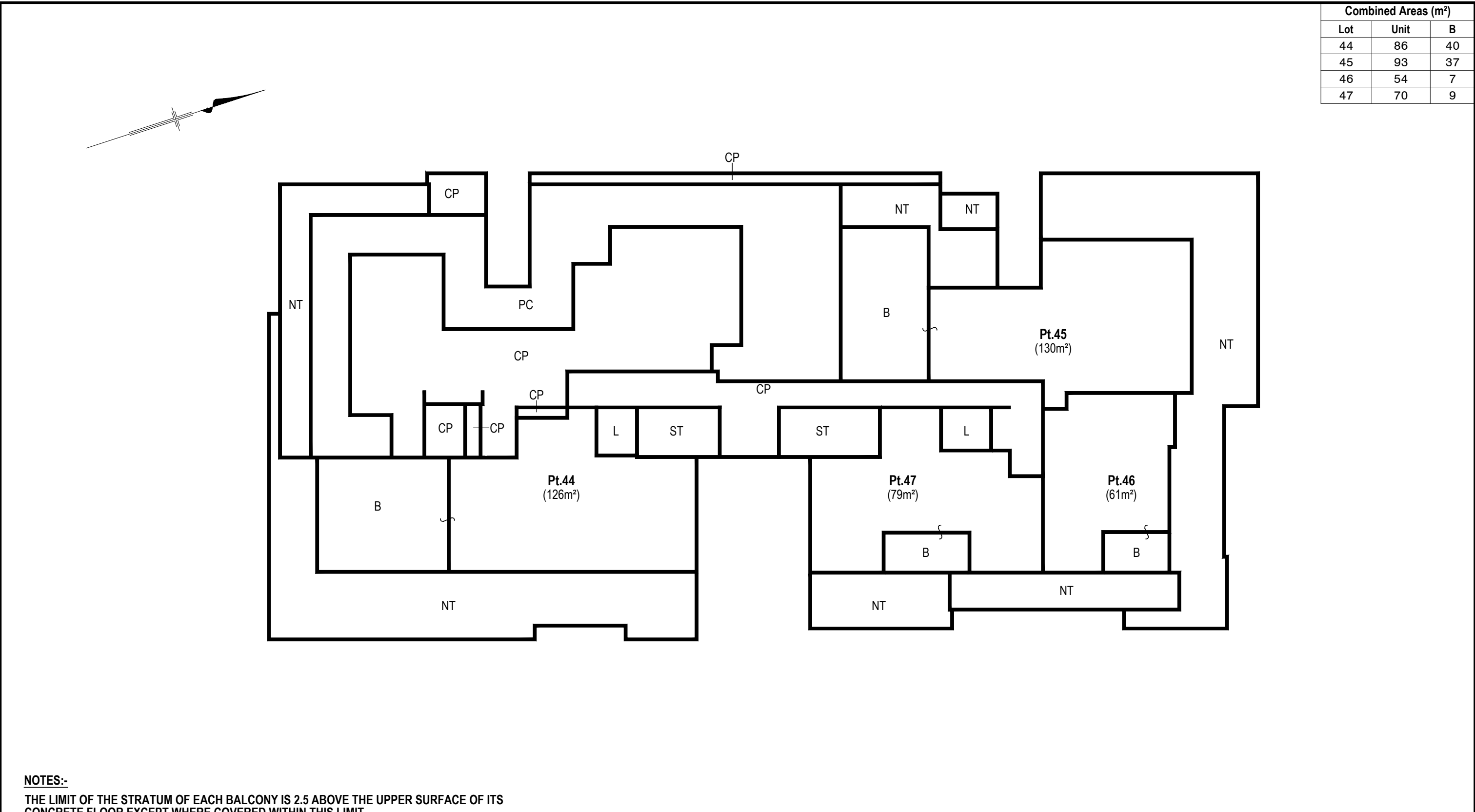
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 3

CP	COMMON PROPERTY
CB	COVERED BALCONY
L	LIFT (CP)
ST	STAIRS (CP)



Combined Areas (m²)		
Lot	Unit	B
44	86	40
45	93	37
46	54	7
47	70	9

NOTES:-
THE LIMIT OF THE STRATUM OF EACH BALCONY IS 2.5 ABOVE THE UPPER SURFACE OF ITS CONCRETE FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT
ANY SERVICE LINE WITHIN ONE LOT SERVICING ANY OTHER LOT IS COMMON PROPERTY
AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF STRATA SCHEMES DEVELOPMENT ACT 2015
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

CP	COMMON PROPERTY
B	BALCONY
L	LIFT (CP)
NT	NON-TRAFFICABLE ROOF (CP)
PC	PLANTER (CP)
ST	STAIRS (CP)

LEVEL 4

CONSTRUCTION CERTIFICATE

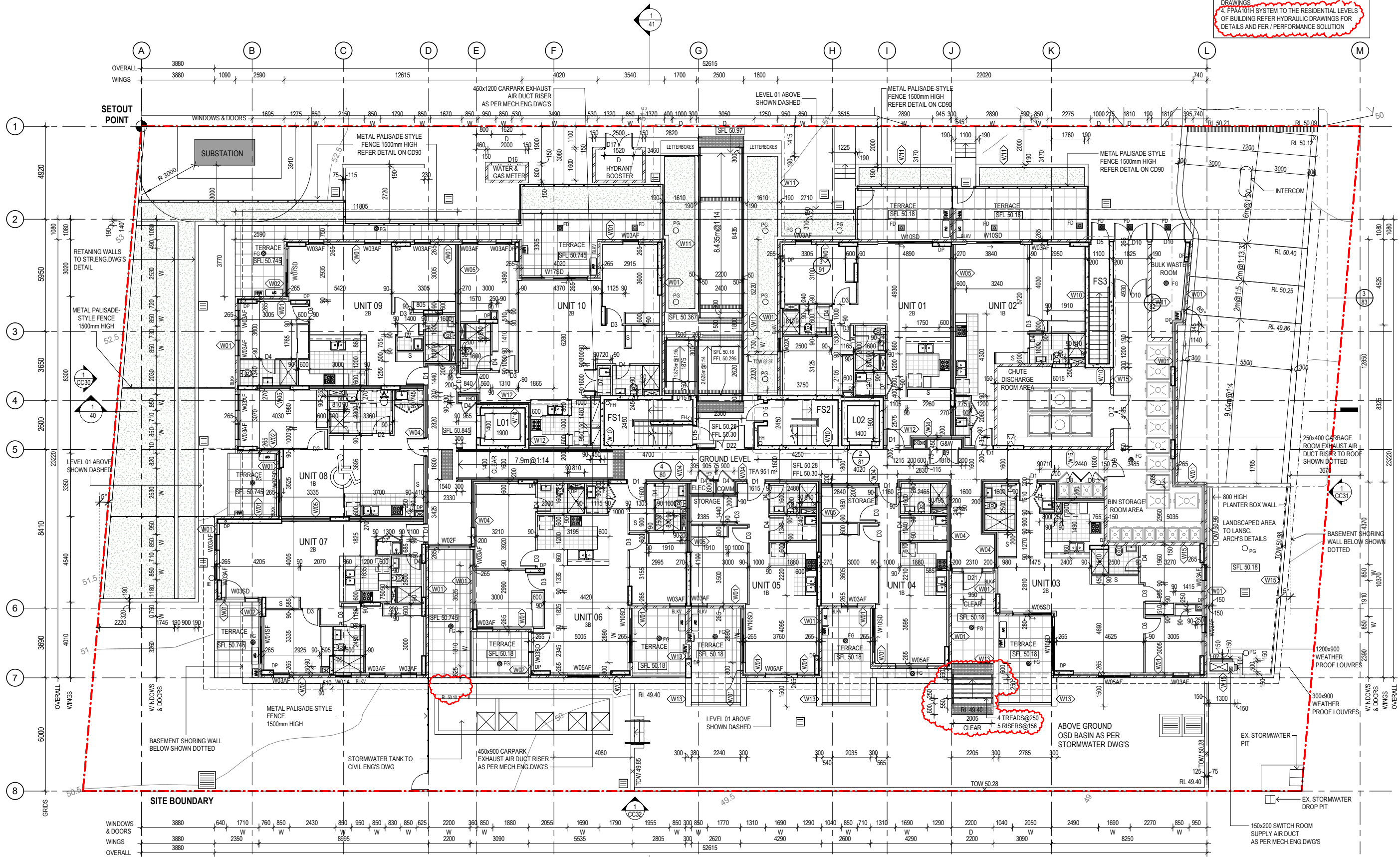
LEGEND

A/C	-AIR CONDITIONING UNIT
DP	-DOWNPIPE
BLV	-BATHROOM AND LAUNDRY VENTILATION
KV	-KITCHEN VENTILATION
BLKV	-BATHROOM, LAUNDRY AND KITCHEN VENT.
ELEC	-ELECTRICAL METER CUPBOARD
FD	-PUSH IN FLOOR DRAIN
FHR	-FIRE HOSE REEL
FW	-FLOOR WASTE
GAS	-GAS METER CUPBOARD
GC	-GARBAGE CHUTE
HYD	-HYDRAULIC RISER
HW	-HOT WATER BOILER
IE	-INSPECTION EYE
MSC	-MAIN SWITCH ROOM
MCR	-MAIN COMMUNICATION ROOM
NBN	-NBN CUPBOARD
TFG	-TRU FLO GRATE
WATER	-WATER METER CUPBOARD

WALL TYPES LEGEND

EXTERIOR	EXTERNAL FACE BRICK WALL	-110mm BRICK -50mm CAVITY -20mm STEEL STUD + INSULATION -13mm PLASTERBOARD
EXTERIOR	EXTERNAL RENDERED BRICK WALL	-20mm RENDER + PAINT -110mm BRICK -50mm CAVITY -20mm STEEL STUD + INSULATION -13mm PLASTERBOARD -FRL 120/120/20
EXTERIOR	EXTERNAL WALL	-18mm WALL CLAD -38mm FURRING CHANNEL -75mm HEBEL POWER PANEL -50mm CAVITY -20mm STEEL STUD + INSULATION -13mm PLASTERBOARD
INTERIOR	WALL SEPARATING A PUBLIC CORRIDOR AND SOLE OCCUPANCY UNIT	-13mm PLASTERBOARD -13mm HEBEL POWER PANEL -38mm CAVITY -44mm STEEL STUD -50mm INSULATION BRADFORD ACUSTIGARD OR -50mm MARTIN PRIME INSULATION -13mm PLASTERBOARD Rev/Rev-Ctr 6049 6251
INTERIOR	WALL SEPARATING SOLE OCCUPANCY UNITS	-13mm PLASTERBOARD/13mm AQUACHECK -24mm STEEL STUD -75mm INSULATION BRADFORD ACUSTIGARD OR -75mm MARTIN PRIME INSULATION -20mm CAVITY -25mm HEBEL POWER PANEL -20mm CAVITY -44mm STEEL STUD -75mm INSULATION BRADFORD ACUSTIGARD OR -75mm MARTIN PRIME INSULATION -13mm PLASTERBOARD/13mm AQUACHECK Rev/Rev-Ctr 53
INTERIOR	SHAFT WALL	-75mm HEBEL POWER PANEL -28mm CAVITY -28mm FURRING CHANNEL -50mm INSULATION BRADFORD ACUSTIGARD OR -50mm MARTIN PRIME INSULATION -13mm PLASTERBOARD/13mm AQUACHECK
INTERIOR	SERVICES WALL	-75mm HEBEL POWER PANEL
INTERIOR	SHAFT WALL TO COMMON AREAS/STAIRS	-75mm HEBEL POWER PANEL -13mm PLASTERBOARD/13mm AQUACHECK
INTERIOR	INTERNAL PARTITION WALL	-13mm PLASTERBOARD -44mm STEEL STUD + THERMAL INSULATION -13mm PLASTERBOARD
INTERIOR	STRUCTURAL CONCRETE WALL 200mm	Rev/Rev-Ctr 7563 7765
INTERIOR	BLOCK WALL 190mm	
INTERIOR	ACOUSTIC WALL	-13mm PLASTERBOARD -44mm STEEL STUD + THERMAL INSULATION -20mm CAVITY Rev/Rev-Ctr 7563 7765
EXTERIOR	EXTERNAL RENDERED BRICK WALL	-15mm RENDER + PAINT -110mm BRICK -50mm CAVITY -15mm RENDER + PAINT
EXTERIOR	EXTERNAL RENDERED BRICK WALL 150mm	-20mm RENDER + PAINT -110mm BRICK -20mm RENDER + PAINT
EXTERIOR	RENDERED BRICK WALL 190mm	-20mm RENDER + PAINT -15mm BRICK -20mm RENDER + PAINT FRL 120/120/20
EXTERIOR	STRUCTURAL CONCRETE WALL 150mm	
EXTERIOR	RENDERED BRICK WALL 310mm	-110mm BRICK -8mm CAVITY -150mm CONCRETE UPSTAND FRL 120/120/20
EXTERIOR	CORE FILLED BLOCK WALL 190mm	-20mm RENDER + PAINT -190mm BLOCK -20mm RENDER + PAINT FRL 120/120/20

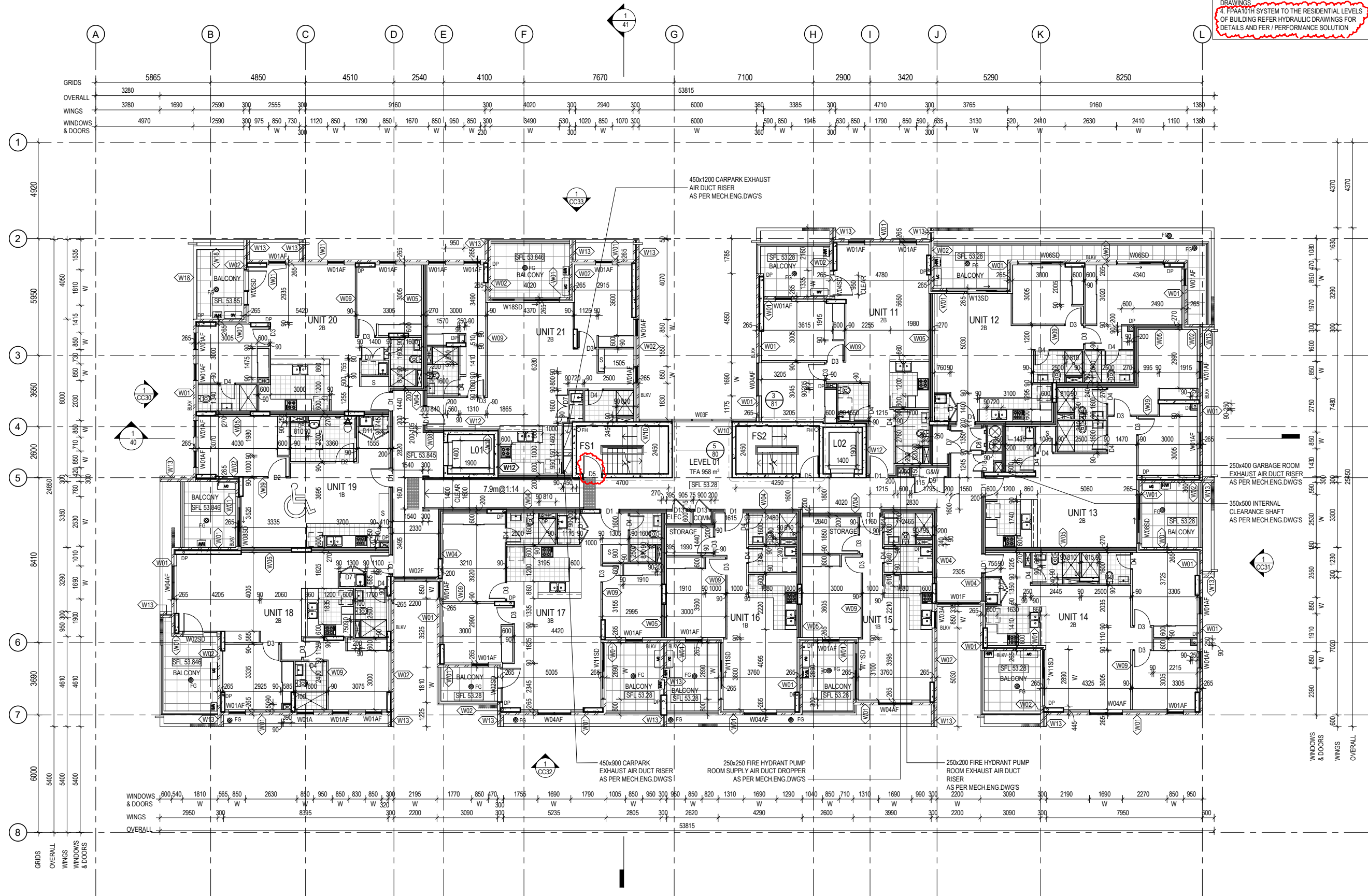
- NOTES:
1. FOR DETAILS OF SEWER PUMP REFER TO HYDRAULIC DRAWINGS
 2. FOR DOWNPIPES, FALLS AND DRAIN DETAILS REFER TO STORMWATER DRAWINGS
 3. FOR COLUMN SIZES REFER TO STRUCTURAL DRAWINGS
 4. FPAAT01H SYSTEM TO THE RESIDENTIAL LEVELS OF BUILDING REFER HYDRAULIC DRAWINGS FOR DETAILS AND FER / PERFORMANCE SOLUTION



1 GROUND LEVEL
1 : 100

REV.No	REVISION DESCRIPTION	REV.DATE
T	NOTE ADDED, EXTERNAL STAIR REMOVED AND AMENDED	17/12/20
S	WINDOW TAG AMENDED	03/12/20
R	FENCE AND NOTE AMENDED	22/10/20
Q	NOTE ADDED TO WALL LEGEND, WALL DESCRIPTION AMENDED	16/10/20
P	WINDOWS AMENDED, ACOUSTIC WALL AROUND LIFTS ADDED	07/10/20





NOTES:

1. FOR DETAILS OF SEWER PUMP REFER TO HYDRAULIC DRAWINGS
2. FOR DOWNPIPES, FALLS AND DRAIN DETAILS REFER TO STORMWATER DRAWINGS
3. FOR COLUMN SIZES REFER TO STRUCTURAL DRAWINGS
4. FPA1010H SYSTEM TO THE RESIDENTIAL LEVELS OF BUILDING REFER HYDRAULIC DRAWINGS FOR DETAILS AND PER / PERFORMANCE SOLUTION

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CONSTRUCTION CERTIFICATE

- LEGEND**
- A/C - AIR CONDITIONING UNIT
 - DP - DOWNPIPE
 - BLV - BATHROOM AND LAUNDRY VENTILATION
 - KV - KITCHEN VENTILATION
 - BLKV - BATHROOM, LAUNDRY AND KITCHEN VENT.
 - ELEC - ELECTRICAL METER CUPBOARD
 - FD - PUSH IN FLOOR DRAIN
 - FHR - FIRE HOSE REEL
 - FW - FLOOR WASTE
 - GAS - GAS METER CUPBOARD
 - GC - GARBAGE CHUTE
 - HYD - HYDRAULIC RISER
 - HW - HOT WATER BOILER
 - IE - INSPECTION EYE
 - MSC - MAIN SWITCH ROOM
 - MOR - MAIN COMMUNICATION ROOM
 - NBN - NBN CUPBOARD
 - TFG - TRU FLO GRATE
 - WATER - WATER METER CUPBOARD

- WALL TYPES LEGEND**
- EXTERNAL FACE BRICK WALL**
 - 110mm BRICK
 - 50mm CAVITY
 - 20mm STEEL STUD + INSULATION
 - 13mm PLASTERBOARD
 - EXTERNAL RENDERED BRICK WALL**
 - 110mm BRICK
 - 50mm CAVITY
 - 20mm STEEL STUD + INSULATION
 - 13mm PLASTERBOARD
 - FRL 120/120/120
 - EXTERNAL WALL**
 - 18mm WALL CLAD
 - 8mm FLOORING CHANNEL
 - 75mm HEBEL POWER PANEL
 - 35mm CAVITY
 - 20mm STEEL STUD + INSULATION
 - 13mm PLASTERBOARD
 - WALL SEPARATING A PUBLIC CORRIDOR AND SOLE OCCUPANCY UNIT**
 - 13mm PLASTERBOARD
 - 75mm HEBEL POWER PANEL
 - 35mm CAVITY
 - 64mm STEEL STUD
 - +50mm INSULATION BRADFORD ASTIGARD OR
 - 50mm MARTIN PRIME INSULATION
 - 13mm PLASTERBOARD
 - Ref: R4+C2 6049 6251
 - WALL SEPARATING SOLE OCCUPANCY UNITS**
 - 13mm PLASTERBOARD
 - 75mm INSULATION BRADFORD ASTIGARD OR
 - 75mm MARTIN PRIME INSULATION
 - 20mm CAVITY
 - 75mm HEBEL POWER PANEL
 - 64mm STEEL STUD
 - +50mm INSULATION BRADFORD ASTIGARD OR
 - 50mm MARTIN PRIME INSULATION
 - 13mm PLASTERBOARD
 - Ref: R4+C2 6049 6251
 - SHAFT WALL**
 - 75mm HEBEL POWER PANEL
 - 20mm CAVITY
 - 20mm FLOORING CHANNEL
 - +50mm INSULATION BRADFORD ASTIGARD OR
 - 50mm MARTIN PRIME INSULATION
 - 13mm PLASTERBOARD
 - 13mm PLASTERBOARD
 - SERVICES WALL**
 - 75mm HEBEL POWER PANEL
 - SHAFT WALL TO COMMON AREAS/WET AREAS**
 - 13mm PLASTERBOARD
 - 75mm HEBEL POWER PANEL
 - 13mm PLASTERBOARD
 - INTERNAL PARTITION WALL**
 - 13mm PLASTERBOARD
 - 64mm STEEL STUD + THERMAL INSULATION
 - 13mm PLASTERBOARD
 - STRUCTURAL CONCRETE WALL 200mm**
 - Ref: R4+C2 7563 7765
 - BLOCK WALL 190mm**
 - ACOUSTIC WALL**
 - 13mm PLASTERBOARD
 - 64mm STEEL STUD + THERMAL INSULATION
 - 20mm CAVITY
 - 20mm FLOORING CHANNEL
 - 110mm BRICK
 - 50mm CAVITY
 - 15mm RENDER + PAINT
 - EXTERNAL RENDERED BRICK WALL**
 - 15mm RENDER + PAINT
 - 110mm BRICK
 - 50mm CAVITY
 - 15mm RENDER + PAINT
 - EXTERNAL RENDERED BRICK WALL 150mm**
 - 15mm RENDER + PAINT
 - 110mm BRICK
 - 20mm RENDER + PAINT
 - RENDERED BRICK WALL 190mm**
 - 20mm RENDER + PAINT
 - 150mm BRICK
 - 20mm RENDER + PAINT
 - FRL 120/120/120
 - STRUCTURAL CONCRETE WALL 150mm**
 - RENDERED BRICK WALL 310mm**
 - 110mm BRICK
 - 50mm CAVITY
 - 150mm CONCRETE UPSTAND
 - CORE FILLED BLOCK WALL 190mm**
 - 20mm RENDER + PAINT
 - 190mm BLOCK
 - 20mm RENDER + PAINT
 - FRL 120/120/120

1 LEVEL 01 PLAN
1:100

REV.No	REVISION DESCRIPTION	REV.DATE
O	NOTE ADDED, DOOR AMENDED	17/12/20
N	WINDOW AMENDED	03/12/20
M	NOTE ADDED TO WALL LEGEND, WALL DESCRIPTION AMENDED	16/10/20
L	BLADES ON TERRACES AMENDED, WINDOWS MOVED	09/10/20

NOTES:
1. FOR DETAILS OF SEWER PUMP REFER TO HYDRAULIC DRAWINGS
2. FOR DOWNPIPES, FALLS AND DRAIN DETAILS REFER TO STORMWATER DRAWINGS
3. FOR COLUMN SIZES REFER TO STRUCTURAL DRAWINGS
4. PLUMBING SYSTEM TO THE RESIDENTIAL LEVELS OF BUILDING REFER HYDRAULIC DRAWINGS FOR DETAILS AND FER / PERFORMANCE SOLUTION

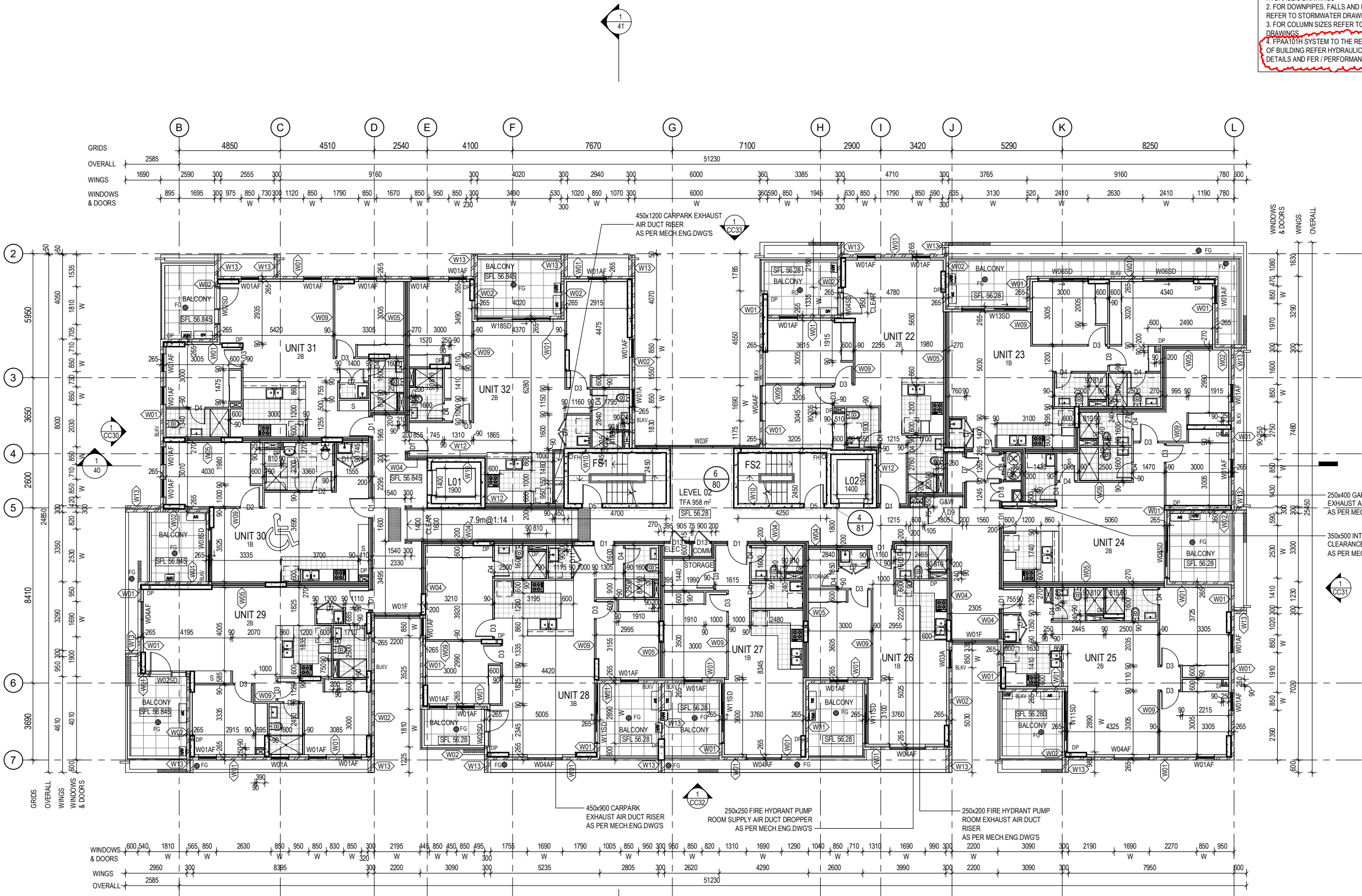
CONSTRUCTION CERTIFICATE

LEGEND

- A/C - AIR CONDITIONING UNIT
DP - DOWNPIPE
BLV - BATHROOM AND LAUNDRY VENTILATION
KV - KITCHEN VENTILATION
BLKV - BATHROOM, LAUNDRY AND KITCHEN VENT.
ELEC - ELECTRICAL METER CUPBOARD
FD - PUSH IN FLOOR DRAIN
FHR - FIRE HOSE REEL
FW - FLOOR WASTE
GAS - GAS METER CUPBOARD
GC - GARBAGE CHUTE
HYD - HYDRAULIC RISER
HW - HOT WATER BOILER
IE - INSPECTION EYE
MSC - MAIN SWITCH ROOM
MCR - MAIN COMMUNICATION ROOM
NBN - NBN CUPBOARD
TFG - TRU FLO GRATE
WATER - WATER METER CUPBOARD

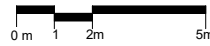
WALL TYPES LEGEND

- EXTERNAL FACE BRICK WALL**
-110mm BRICK
-50mm CAVITY
-42mm STEEL STUD + INSULATION
-13mm PLASTERBOARD
- EXTERNAL RENDERED BRICK WALL**
-20mm RENDER + PAINT
-110mm BRICK
-50mm CAVITY
-42mm STEEL STUD + INSULATION
-13mm PLASTERBOARD
-FRL 120/120/120
- EXTERNAL WALL**
-15mm WALL CLAD
-38mm FURRING CHANNEL
-75mm HEBEL POWER PANEL
-50mm CAVITY
-42mm STEEL STUD + INSULATION
-13mm PLASTERBOARD
- WALL SEPARATING A PUBLIC CORRIDOR AND SOLE OCCUPANCY UNIT**
-13mm PLASTERBOARD
-75mm HEBEL POWER PANEL
-50mm CAVITY
-42mm STEEL STUD
-50mm INSULATION BRADFORD ACUSTIGARD OR 50mm MARTIN PRIME INSULATION
-13mm PLASTERBOARD
RwRtr+Ctr 60/49/62/51
- WALL SEPARATING SOLE OCCUPANCY UNITS**
-13mm PLASTERBOARD/13mm AQUACHECK
-75mm INSULATION BRADFORD ACUSTIGARD OR 75mm MARTIN PRIME INSULATION
-20mm CAVITY
-42mm STEEL STUD
-50mm INSULATION BRADFORD ACUSTIGARD OR 50mm MARTIN PRIME INSULATION
-13mm PLASTERBOARD/13mm AQUACHECK
RwRtr+Ctr 53
- SHAFT WALL**
-75mm HEBEL POWER PANEL
-50mm CAVITY
-28mm FURRING CHANNEL
-50mm INSULATION BRADFORD ACUSTIGARD OR 50mm MARTIN PRIME INSULATION
-13mm PLASTERBOARD/13mm AQUACHECK
- SERVICES WALL**
-75mm HEBEL POWER PANEL
- SHAFT WALL TO COMMON AREAS/ET AREAS**
-75mm HEBEL POWER PANEL
-13mm PLASTERBOARD/13mm AQUACHECK
- INTERNAL PARTITION WALL**
-13mm PLASTERBOARD
-42mm STEEL STUD + THERMAL INSULATION
-13mm PLASTERBOARD
- STRUCTURAL CONCRETE WALL 200mm**
RwRtr+Ctr 75/63/77/65
- BLOCK WALL 190mm**
- ACOUSTIC WALL**
-13mm PLASTERBOARD
-42mm STEEL STUD + THERMAL INSULATION
-20mm CAVITY
RwRtr+Ctr 75/63/77/65
- EXTERNAL RENDERED BRICK WALL**
-15mm RENDER + PAINT
-110mm BRICK
-50mm CAVITY
-15mm RENDER + PAINT
- EXTERNAL RENDERED BRICK WALL 150mm**
-110mm BRICK
-20mm RENDER + PAINT
- RENDERED BRICK WALL 190mm**
-20mm RENDER + PAINT
-110mm BRICK
-20mm RENDER + PAINT
FRL 120/120/120
- STRUCTURAL CONCRETE WALL 150mm**
- RENDERED BRICK WALL 310mm**
-110mm BRICK
-50mm CAVITY
-150mm CONCRETE UPSTAND
- CORE FILLED BLOCK WALL 190mm**
-20mm RENDER + PAINT
-190mm BLOCK
-20mm RENDER + PAINT
FRL 120/120/120



1 LEVEL 02 PLAN
1 : 100

REV.No	REVISION DESCRIPTION	REV.DATE
O	NOTE ADDED	17/12/20
N	WINDOW AMENDED AND WINDOW TAG ADDED	03/12/20
M	NOTE ADDED TO WALL LEGEND, WALL DESCRIPTION AMENDED	16/10/20
L	BLADES ON TERRACES AMENDED	09/10/20
K	ACOUSTIC WALL AROUND LIFTS ADDED	07/10/20



CONSTRUCTION CERTIFICATE

LEGEND

A/C	-AIR CONDITIONING UNIT
DP	-DOWNPIPE
BLV	-BATHROOM AND LAUNDRY VENTILATION
KV	-KITCHEN VENTILATION
BLKV	-BATHROOM, LAUNDRY AND KITCHEN VENT.
ELEC	-ELECTRICAL METER CUPBOARD
FD	-PUSH IN FLOOR DRAIN
FHR	-FIRE HOSE REEL
FW	-FLOOR WASTE
GAS	-GAS METER CUPBOARD
GC	-GARBAGE CHUTE
HYD	-HYDRAULIC RISER
HW	-HOT WATER BOILER
IE	-INSPECTION EYE
MSC	-MAIN SWITCH ROOM
MCR	-MAIN COMMUNICATION ROOM
NBN	-NBN CUPBOARD
TFG	-TRU FLO GRATE
WATER	-WATER METER CUPBOARD

WALL TYPES LEGEND

	EXTERNAL FACE BRICK WALL -110mm BRICK -20mm CAVITY -82mm STEEL STUD + INSULATION -13mm PLASTERBOARD
	EXTERNAL RENDERED BRICK WALL -20mm RENDER + PAINT -110mm BRICK -20mm CAVITY -82mm STEEL STUD + INSULATION -13mm PLASTERBOARD -FRL 120/120/20
	EXTERNAL WALL -16mm WALL CLAD -38mm FURRING CHANNEL -75mm HEBEL POWER PANEL -35mm CAVITY -82mm STEEL STUD + INSULATION -13mm PLASTERBOARD
	WALL SEPARATING A PUBLIC CORRIDOR AND SOLE OCCUPANCY UNIT -13mm PLASTERBOARD -75mm HEBEL POWER PANEL -35mm CAVITY -84mm STEEL STUD -50mm INSULATION BRADFORD ACUSTIGARD OR 50mm MARTIN PRIME INSULATION -13mm PLASTERBOARD -Rw/Rtr+Ctr 60/49 62/51
	WALL SEPARATING SOLE OCCUPANCY UNITS -13mm PLASTERBOARD/13mm AQUACHECK -84mm STEEL STUD -75mm INSULATION BRADFORD ACUSTIGARD OR 75mm MARTIN PRIME INSULATION -13mm PLASTERBOARD/13mm AQUACHECK -Rw/Rtr+Ctr 5
	SHAFT WALL -75mm HEBEL POWER PANEL -20mm CAVITY -28mm FURRING CHANNEL -50mm INSULATION BRADFORD ACUSTIGARD OR 50mm MARTIN PRIME INSULATION -13mm PLASTERBOARD/13mm AQUACHECK
	SERVICES WALL -75mm HEBEL POWER PANEL
	SHAFT WALL TO COMMON AREAS/WET AREAS -75mm HEBEL POWER PANEL -13mm PLASTERBOARD/13mm AQUACHECK
	INTERNAL PARTITION WALL -13mm PLASTERBOARD -84mm STEEL STUD + THERMAL INSULATION -13mm PLASTERBOARD
	STRUCTURAL CONCRETE WALL 200mm -Rw/Rtr+Ctr 75/63 77/65
	BLOCK WALL 150mm
	ACOUSTIC WALL -13mm PLASTERBOARD -20mm CAVITY -82mm STEEL STUD + THERMAL INSULATION -20mm CAVITY -15mm RENDER + PAINT -Rw/Rtr+Ctr 75/63 77/65
	EXTERNAL RENDERED BRICK WALL 150mm -20mm RENDER + PAINT -110mm BRICK -20mm CAVITY -15mm RENDER + PAINT
	RENDERED BRICK WALL 150mm -20mm RENDER + PAINT -150mm BRICK -20mm RENDER + PAINT -FRL 120/120/20
	STRUCTURAL CONCRETE WALL 150mm
	RENDERED BRICK WALL 310mm -110mm BRICK -50mm CAVITY -150mm CONCRETE UPSTAND
	CORE FILLED BLOCK WALL 150mm -20mm RENDER + PAINT -190mm BLOCK -20mm RENDER + PAINT -FRL 120/120/20

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4. FPAAT10TH SYSTEM TO THE RESIDENTIAL LEVELS OF BUILDING REFER HYDRAULIC DRAWINGS FOR DETAILS AND FER / PERFORMANCE SOLUTION



1 LEVEL 03 PLAN
1 : 100

REV.No	REVISION DESCRIPTION	REV.DATE
P	NOTE ADDED AND WINDOW MOVED	17/12/20
O	WINDOW AMENDED AND WINDOW TAG ADDED	03/12/20
N	NOTE ADDED TO WALL LEGEND, WALL DESCRIPTION AMENDED	16/10/20
M	BLADES ON TERRACES AMENDED	09/10/20
L	ACOUSTIC WALL AROUND LIFTS ADDED	07/10/20



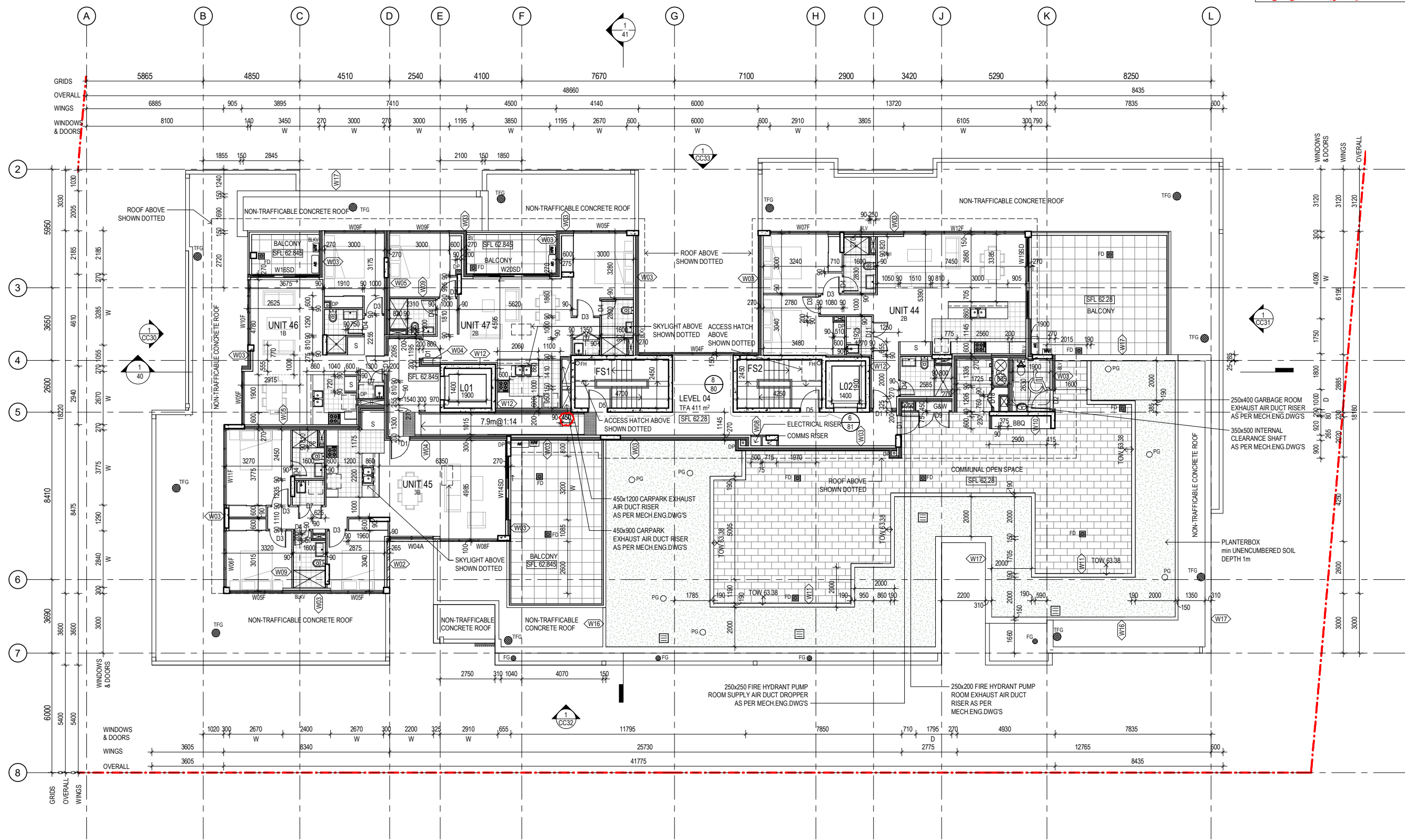
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 - FW - FLOOR WASTE
 - GAS - GAS METER CUPBOARD
 - GC - GARBAGE CHUTE
 - HYD - HYDRAULIC RISER
 - HW - HOT WATER BOILER
 - IE - INSPECTION EYE
 - MSC - MAIN SWITCH ROOM
 - MCR - MAIN COMMUNICATION ROOM
 - NBN - NBN CUPBOARD
 - TFG - TRU FLO GRADE
 - WATER - WATER METER CUPBOARD

- WALL TYPES LEGEND
- EXTERNAL FACE BRICK WALL
-110mm BRICK
-50mm CAVITY
-60mm STEEL STUD + INSULATION
-13mm PLASTERBOARD
 - EXTERNAL RENDERED BRICK WALL
-110mm BRICK
-50mm CAVITY
-60mm STEEL STUD + INSULATION
-13mm PLASTERBOARD
-FRL 120/120/120
 - EXTERNAL WALL CLAD
-38mm FURRING CHANNEL
-75mm HEBEL POWER PANEL
-35mm CAVITY
-60mm STEEL STUD + INSULATION
-13mm PLASTERBOARD
 - WALL SEPARATING A PUBLIC CORRIDOR AND SOLE OCCUPANCY UNIT
-13mm PLASTERBOARD
-75mm HEBEL POWER PANEL
-35mm CAVITY
-60mm STEEL STUD
-50mm INSULATION BRADFORD ACUSTIGARD OR 50mm MARTIN PRIME INSULATION
-13mm PLASTERBOARD
-Rw/Rtr/Ctr 60/49/62/51
 - WALL SEPARATING SOLE OCCUPANCY UNITS
-13mm PLASTERBOARD/13mm AQUACHECK
-60mm STEEL STUD
-75mm INSULATION BRADFORD ACUSTIGARD OR 75mm MARTIN PRIME INSULATION
-20mm CAVITY
-75mm HEBEL POWER PANEL
-20mm CAVITY
-60mm STEEL STUD
-75mm INSULATION BRADFORD ACUSTIGARD OR 75mm MARTIN PRIME INSULATION
-13mm PLASTERBOARD/13mm AQUACHECK
-Rw/Rtr/Ctr 53
 - SHAFT WALL
-75mm HEBEL POWER PANEL
-30mm CAVITY
-28mm FURRING CHANNEL
-50mm INSULATION BRADFORD ACUSTIGARD OR 50mm MARTIN PRIME INSULATION
-13mm PLASTERBOARD/13mm AQUACHECK
 - SERVICES WALL
-75mm HEBEL POWER PANEL
 - SHAFT WALL TO COMMON AREAS/WET AREAS
-75mm HEBEL POWER PANEL
-13mm PLASTERBOARD/13mm AQUACHECK
 - INTERNAL PARTITION WALL
-13mm PLASTERBOARD
-60mm STEEL STUD + THERMAL INSULATION
-13mm PLASTERBOARD
 - STRUCTURAL CONCRETE WALL 200mm
-Rw/Rtr/Ctr 75/63/77/65
 - BLOCK WALL 190mm
 - ACOUSTIC WALL
-13mm PLASTERBOARD
-60mm STEEL STUD + THERMAL INSULATION
-20mm CAVITY
-Rw/Rtr/Ctr 75/63/77/65
 - EXTERNAL RENDERED BRICK WALL
-15mm RENDER + PAINT
-110mm BRICK
-50mm CAVITY
-15mm RENDER + PAINT
 - EXTERNAL RENDERED BRICK WALL 150mm
-20mm RENDER + PAINT
-110mm BRICK
-20mm RENDER + PAINT
 - RENDERED BRICK WALL 190mm
-15mm RENDER + PAINT
-150mm BRICK
-20mm RENDER + PAINT
-FRL 120/120/120
 - STRUCTURAL CONCRETE WALL 150mm
 - RENDERED BRICK WALL 310mm
-110mm BRICK
-50mm CAVITY
-150mm CONCRETE UPSTAND
 - CORE FILLED BLOCK WALL 190mm
-20mm RENDER + PAINT
-190mm BLOCK
-20mm RENDER + PAINT
-FRL 120/120/120



1 LEVEL 04 PLAN
1:100



CLIENT
SAMARPAN INVESTMENTS PTY LTD

PROJECT
**1-7 MARKHAM AVENUE
PENRITH NSW
LOTS 25,26,27&28
DP35563**

PROJECT NUMBER
28316

REV.No	REVISION DESCRIPTION	REV.DATE
N	NOTE ADDED AND WALL MOVED	17/12/20
M	NOTE ADDED TO WALL LEGEND, WALL DESCRIPTION AMENDED	16/10/20
L	CONCRETE WALL ADDED, ACOUSTIC WALL AROUND LIFTS ADDED	05/10/20
K	STAIR WALL MOVED	01/10/20

SCALE @ A1
1:100
0 m 1 2m 5m

DATE
APRIL 2019

DRAWN BY
AG
CHECKED BY
BP

DRAWING NUMBER
CC16
REVISION
N

DRAWING
LEVEL 04 PLAN

INSTRUMENT SETTING OUT THE TERMS OF BY-LAWS TO BE
CREATED UPON REGISTRATION OF THE STRATA PLAN

1-7 Markham Avenue, Penrith, NSW 2751

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By-Law 1. Definitions and Interpretations for By-laws

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

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

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

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

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

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

Intercom System means the intercom handset installed to each individual lot

Invitee means an invitee of an Owner or Occupier.

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

Lot means any lot in the strata plan.

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

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

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

Owner means the Owner of a Lot.

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

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

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

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

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

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

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

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

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

By-Law 2. Noise

An Owner or Occupier of a lot must not create or permit the creation of any noise on a lot or the Common Property likely to interfere with the peaceful enjoyment of the Owner or Occupier of another lot or of any person lawfully using Common Property.

By-Law 3. Vehicles

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

By-Law 4. Obstruction of Common Property

An Owner or Occupier of a lot must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis.

By-Law 5. Damage to Lawn and Plants on Common Property

An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation:

1. damage any lawn, garden, tree, shrub, plant or flower being part of or situated on Common Property, or
2. use for his or her own purposes as a garden any portion of the Common Property.

By-Law 6. Damage to Common Property

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

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

person liable to make any payment under this by-law, the expenses of recovering any expenses for which that person is liable under this by-law.

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

By-Law 7. Behaviour of Owners and Occupiers

An Owner or Occupier of a lot, including a visitor to the lot when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another lot or to any person lawfully using Common Property. All Owners, Occupiers and/or their visitors must be respectful of other Owners' and Occupiers' right to peaceful enjoyment of the Common Property and their Lots.

By-Law 8. Children Playing on Common Property

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

By-Law 9. Behaviour of Invitees

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

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

An Owner or Occupier of a lot must not deposit or throw on the Common Property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the Owners Corporation.

By-Law 11. Hanging of Washing

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

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

By-Law 12. Cleaning Windows and Doors

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

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

1. An Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation, use or store on the lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
2. This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
3. Storage of combustible materials and flammable materials, including fuels, in the car park, including individual garages, is strictly prohibited.

By-Law 14. Changes to Flooring Coverings

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

By-Law 15. Floor Coverings

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

By-Law 16. Garbage Disposal

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

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

By-Law 17. Keeping of Animals

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

By-Law 18. Appearance of Lot

- 1. The Owner or Occupier of a lot must not, except with the prior written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- 2. Notwithstanding clause 1, an Owner or Occupier of a lot must maintain and keep in good and serviceable repair any plant, shrub or other planting contained in any planter box annexed to the lot.

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

By-Law 19. Preservation of Fire Safety

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

By-Law 20. Prevention of Hazards

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

By-Law 21. Compliance with Planning and Other Requirements

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

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

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

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

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

By-Law 22. Insurance Premiums

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

By-Law 23. Services and Equipment

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

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

By-Law 24. Locks

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

supervise such contractors and tradespersons with respect to works related to his lot.

By-Law 25. Noticeboard

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

By-Law 26. Building Works and Alterations

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

By-Law 27. Integrity of Fire Safety Systems

1. An Owner or Occupier must not;
 - (a) interfere with or damage any fire safety device; or
 - (b) activate a fire safety device other than in the case of a hazard or danger to the Parcel of any persons on the Parcel or in the case of an emergency.
2. An Owner or Occupier must;
 - (a) immediately notify the Owners Corporation of a defect, damage, failure or malfunction of any fire safety device.
 - (b) immediately notify a fire protection agency or the Fire Brigade of occurrence of fire or other hazard within the Parcel.
 - (c) notify the Owners Corporation of a risk of fire or other hazard within the Parcel.
 - (d) subject to receiving notice under by-law 27 sub-clause 3 give the Owners Corporation (and any agent) access to that person's Lot for the purpose of inspecting, testing, repairing or replacing fire safety devices.
3. If an Owner or Occupier of a lot breaches this by-law, including 1(b), the Owners Corporation may recover as a debt from the Owner or Occupier concerned any amount which becomes due and payable, including any loss which is attributable to that breach such as the False Fire Alarm Fee. In this clause *False Fire Alarm Fee* means the prescribed fee charged by Fire and Rescue NSW to the owners corporation in accordance with section 42(1) of the *Fire Brigades Act 1989* and clause 47 of the *Fire Brigades Regulation 2014* (or any subsequent corresponding legislation).

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

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

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

By-Law 29. No Smoking

1. In this by-law:

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

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

“Lot” means all lots within the Strata Scheme.

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

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

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

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



FOLIO: 1/1264718

SEARCH DATE	TIME	EDITION NO	DATE
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7/4/2021	12:30 AM	2	11/12/2020

LAND

LOT 1 IN DEPOSITED PLAN 1264718
AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1264718

FIRST SCHEDULE

SAMARPAN INVESTMENTS PTY LTD

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- 2 AQ277411 MORTGAGE TO ADF110 PTY. LTD.
- 3 AQ628440 RESTRICTION(S) ON THE USE OF LAND
- 4 AQ628439 POSITIVE COVENANT

NOTATIONS

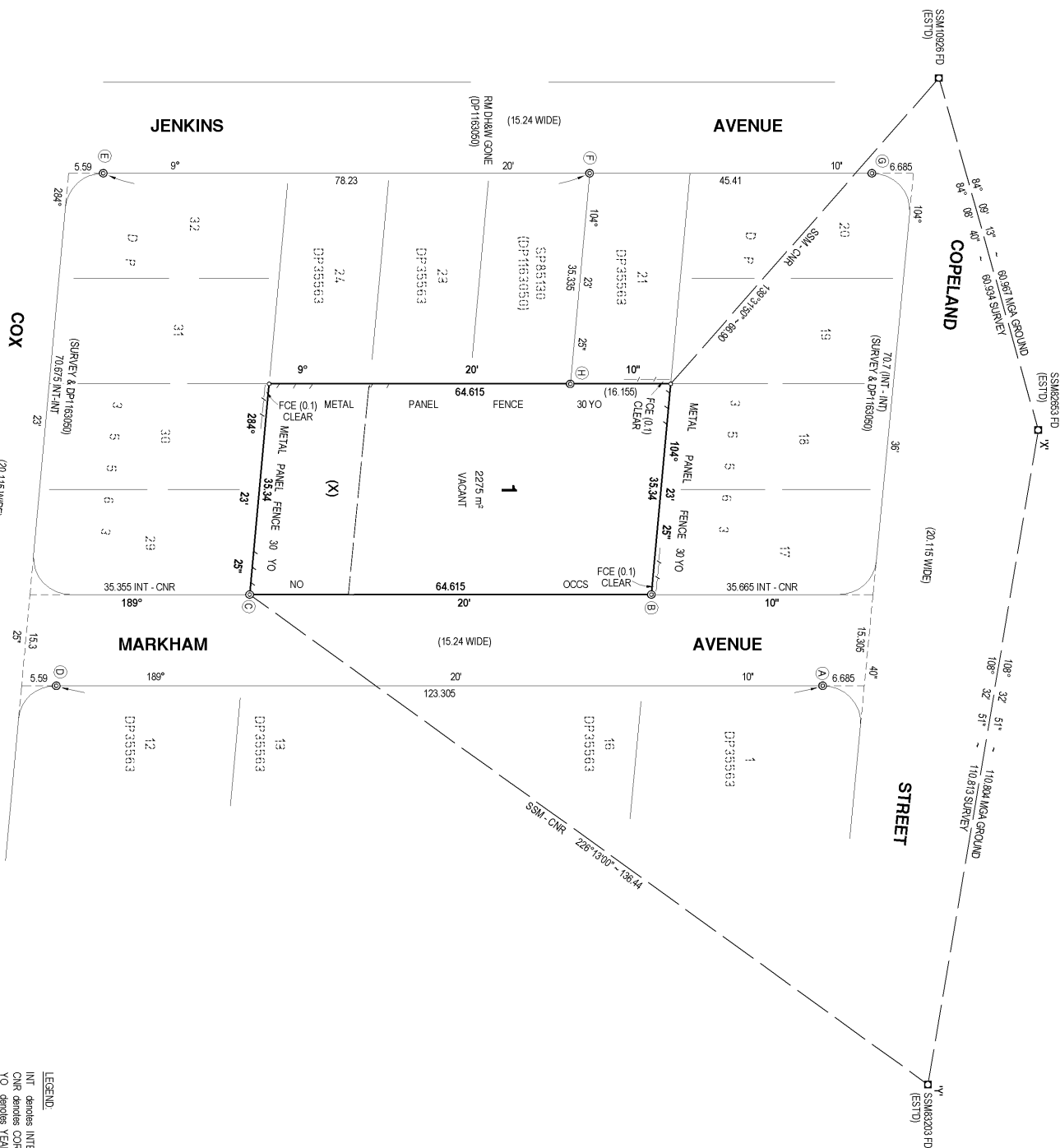
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



SCHEDULE OF REFERENCE MARKS				
No	BEARING	DIST	MARK	STATE
A	99° 20' 10"	0.455	CB	FOUND
B	206° 24' 30"	13.68	DR&W	PLACED
C	344° 36' 50"	9.455	DR&W	PLACED
D	99° 20' 10"	0.47	CB	FOUND
E	99° 20' 10"	0.455	CB	FOUND
F	100° 40' 10"	11.395	DR&W	FOUND
G	99° 20' 10"	0.455	CB	FOUND
H	85° 31' 55"	6.28	CNR WALL	FOUND

COORDINATE SCHEDULE				
Mark	MGA Easting	MGA Northing	Class	PU
SSM10226	287263.346	6262781.233	B	N/A
SSM62553	288024.005	6262787.444	C	N/A
SSM63203	288129.069	6262782.193	C	N/A
DATE OF SCIMS COORDINATES: 7/01/2020				
COMBINED SCALE FACTOR 1.000142				
MGA ZONE: 56				
MGA DATUM: GDA2020				



(X) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT.

PLAN OF CONSOLIDATION OF LOTS 25-28 IN DP 35563

Surveyor:
MICHAEL TRIFFO
Date: 7/01/2020
Surveyor's Ref: 8085

L.G.A.: PENRITH
Locality: PENRITH
Reduction Ratio 1:500
Lengths are in metres.

REGISTERED
6.10.2020


DP1264718

LEGEND
INT. denotes INTERSECTION
CNR denotes CORNER
YO denotes YEARS OLD
FCE denotes FENCE

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
<p>Office Use Only</p> <p>Registered:  6.10.2020</p> <p>Title System: TORRENS</p>			<p>Office Use Only</p> <p>DP1264718</p>		
<p>PLAN OF CONSOLIDATION OF LOTS 25-28 IN DP35563</p>			<p>LGA: PENRITH</p> <p>Locality: PENRITH</p> <p>Parish: CASTLEREAGH</p> <p>County: CUMBERLAND</p>		
<p>Survey Certificate</p> <p>I, MICHAEL TRIFIRO of SDG LAND DEVELOPMENT SOLUTIONS P.O. Box 2572, NORTH PARRAMATTA 1750 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 7/01/ 2020.</p> <p>*(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X'-'Y' Type: *Urban/*Rural The terrain is *Level Undulating / *Steep Mountainous.</p> <p>Signature:  Dated: 26-08-2020 Surveyor Identification No: 8624 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>			<p>Crown Lands NSW/Western Lands Office Approval</p> <p>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.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>		
<p>Plans used in the preparation of survey/compilation.</p> <p>DP35563</p> <p>DP1163050</p> <p>DP1212662</p>			<p>Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>		
<p>Surveyor's Reference: 8065</p>			<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p>		
			<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  6.10.2020

Office Use Only

Office Use Only

PLAN OF CONSOLIDATION OF LOTS 25-28 IN
DP35563

DP1264718

Subdivision Certificate number:

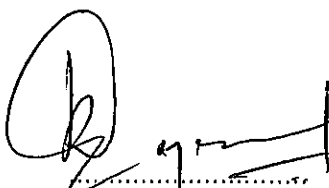
Date of Endorsement:

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.

LOT	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
1	1-7	MARKHAM	AVENUE	PENRITH

EXECUTED by
SAMARPAN INVESTMENTS PTY LTD
ACN 607 264 764
in accordance with s127 of
the Corporations Act 2001


.....
(Signature)

) KRISHNAKUMAR AGRAWAL
.....
(Print Name)
Director

S. K Agrawal
.....
(Signature)

) SHASHIKUMARI AGRAWAL
.....
(Print Name)
Director / Secretary

Surveyor's Reference: 8065

ePlan

PLAN FORM 6A (2017)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Registered:



6.10.2020

Office Use Only

Office Use Only

PLAN OF CONSOLIDATION OF LOTS 25-28 IN
DP35563

DP1264718

Subdivision Certificate number:

Date of Endorsement:


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- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

CONSENT OF MORTGAGEE

Executed by ADF110 PTY LTD ACN 639 665 900 by its attorney Assured Legal Solutions Pty Limited ACN 618 105 267 authorised under power of attorney dated 24 August 2020 registered with Land Registry Services with Book 4778 Number 284 and in accordance with s127 of the Corporations Act 2001


Chris Cruikshank
Director


Nicola Cosgrove
Director

Surveyor's Reference: 8065

Form: 13PC
 Release: 3-2

POSITIVE COVENANT

New South Wales

Section 88E(3) Conveyancing Act 1919



AQ628439A

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

1/1264718

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any		CODE PC
	SDG LAND DEVELOPMENT SOLUTIONS PTY LTD		
	PO BOX 2572 NORTH PARAMATTA NSW 1750		
	LRS A/C No.131581 PH:96307955		
	Email:	nc@sdg.net.au	
	Reference:	8065	

(C) REGISTERED PROPRIETOR

Of the above land
 SAMARPAN INVESTMENTS PTY LTD

(D) LESSEE MORTGAGEE or CHARGE

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

Nature of Interest	Number of Instrument	Name
Mortgage	AQ277411	ADF110 PTY. LTD.

(E) PRESCRIBED AUTHORITY

Within the meaning of section 88E(1) of the Conveyancing Act 1919
 PENRITH CITY COUNCIL

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

DATE 23 October 2020

(G) Execution by the prescribed authority

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

Signature of witness:
 Name of witness: Abby Younan
 Address of witness: C/- 601 High Street Penrith

Signature of authorised officer:
 Name of authorised officer: Gavin Cherry
 Position of authorised officer: C/- 601 High Street Penrith

(G) Execution by the registered proprietor

Electronic signatures affixed by officers, or at their direction, on Friday, 23 October 2020

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

Company: SAMARPAN INVESTMENTS PTY LTD
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
 Name of authorised person: SHASHIKUMAR KRISHNAKUMAR
 Office held: Sole Director/Secretary

(H) Consent of the mortgagee

The mortgagee under mortgage No. AQ277411, agrees to be bound by this positive covenant. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of mortgagee: See Page 4
 Name of witness: _____
 Address of witness: _____

ANNEXURE 'A'

Property Address: 1-7 Markham Avenue, Penrith NSW 2750

Lot 1 in DP1264718

Terms of Positive Covenant:

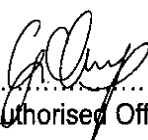
(1) The registered proprietor of the burdened lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers or any other structures of and incidental to the water sensitive urban design measures within the land so burdened to the satisfaction of Penrith City Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.

(2) Where the registered proprietor of the burdened lots fails to comply with any written request of the Penrith City Council referred to in (1) above the registered proprietor shall meet any reasonable cost incurred by the Council in completing the work requested.

(3) Full and free right for the Penrith City Council and every person authorised by it to enter upon the burdened lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers or any other structure or alter surface levels to ensure the water sensitive urban design measures within the land so burdened functions in accordance with the approved Construction Certificate (Council Reference: DA 16/1381).

Name of Authority having the power to release, vary or modify the positive covenant is **Penrith City Council**.

APPROVED BY PENRITH CITY COUNCIL

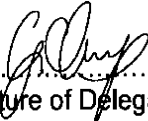

.....
Authorised Officer

ANNEXURE 'A'

Property Address: 1-7 Markham Avenue, Penrith NSW 2750
Lot 1 in DP1264718

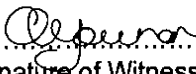
SIGNED BY PENRITH CITY COUNCIL

Blacktown City Council by its authorised
delegate pursuant to s.377 Local Government
Act 1993


.....
Signature of Delegate

Gavin Cherry
.....
Name of Delegate

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


.....
Signature of Witness

Abby Younan
.....
Name of Witness

Development Assessment Coordinator
.....
Position of Delegate

C/- 601 High Street Penrith
.....
Address of Witness


Electronic signatures affixed by officers, or at their direction, on Friday, 23 October 2020

EXECUTED by)
SAMARPAN INVESTMENTS PTY)
LTD)
ACN 607 264 764)
in accordance with s127 of)
the Corporations Act 2001)

.....(Signature)

Shashikumari Krishnakumar Agrawal
Sole Director/Secretary

APPROVED BY PENRITH CITY COUNCIL


.....
Authorised Officer

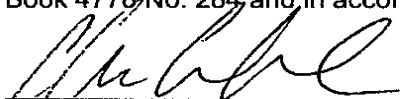
ANNEXURE 'A'

Property Address: 1-7 Markham Avenue, Penrith NSW 2750

Lot 1 in DP1264718

Consent of Mortgagee (AQ277411)

Executed by ADF110 Pty. Ltd. ACN 639 665 900 by its attorney
Assured Legal Solutions Pty Limited ACN 618 105 267 authorised under power of
attorney dated 24 August 2020 registered with NSW Land Registry Services
Book 4778 No. 284 and in accordance with s127 of the Corporations Act 2001

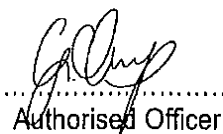


Chris Cruikshank
Director



Nicola Cosgrove
Director

APPROVED BY PENRITH CITY COUNCIL


.....
Authorised Officer

Form: 13RPA
 Release: 3-2

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

New South Wales

Section 88E(3) Conveyancing Act 19.



AQ628440R

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	1/1264718		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any SDG LAND DEVELOPMENT SOLUTIONS PTY LTD PO BOX 2572 NORTH PARAMATTA NSW 1750 LRS A/C No.131581 PH:96307955 Email: nc@sdg.net.au Reference: 8065	CODE RV
(C) REGISTERED PROPRIETOR	Of the above land SAMARPAN INVESTMENTS PTY LTD		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this restriction		
	Nature of Interest	Number of Instrument	Name
	Mortgage	AQ277411	ADF110 PTY. LTD.
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919 PENRITH CITY COUNCIL		

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
DATE 23 October 2020

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

Signature of witness:
 Name of witness: **Abby Younan**
 Address of witness: **C/- 601 High Street Penrith**

Signature of authorised officer:
 Name of authorised officer: **Gavin Cherry**
 Position of authorised officer: **Development Assessment Coordinator**

Electronic signatures affixed by officers, or at their direction, on Friday, 23 October 2020

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
 Company: **SAMARPAN INVESTMENTS PTY LTD**
 Authority: **section 127 of the Corporations Act 2001**

Signature of authorised person:	Signature of authorised person:
Name of authorised person: SHASHIKUMARI KRISHNAKUMAR AGRAWAL	Name of authorised person:
Office held: Sole Director/Secretary	Office held:

(H) The mortgagee under mortgage No. AQ277411 agrees to be bound by this restriction.
 I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness: _____ Signature of mortgagee: **See Page 4**
 Name of witness: _____
 Address of witness: _____

ANNEXURE 'A'

Property Address: 1-7 Markham Avenue, Penrith NSW 2750
Lot 1 in DP1264718

Terms of Restriction on the Use of Land:

The registered proprietor of the burdened lot shall not:

(a) Erect, construct or place any building or structure,

(b) Make alterations to the ground surface levels, grates, pipes, pits, kerbs, tanks, gutters, drains, walls, chambers, basins or any other structure associated with the on-site detention system,

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

Name of Authority having the power to release, vary or modify the Restriction on use is **Penrith City Council**.

APPROVED BY PENRITH CITY COUNCIL



.....
Authorised Officer


ANNEXURE 'A'

Property Address: 1-7 Markham Avenue, Penrith NSW 2750

Lot 1 in DP1264718

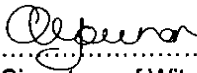
SIGNED BY PENRITH CITY COUNCIL

Blacktown City Council by its authorised
delegate pursuant to s.377 Local Government
Act 1993


.....
Signature of Delegate

Gavin Cherry
.....
Name of Delegate

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


.....
Signature of Witness

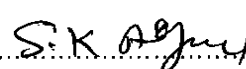
Abby Younan
.....
Name of Witness

Development Assessment Coordinator
.....
Position of Delegate

C/- 601 High Street Penrith
.....
Address of Witness


Electronic signatures affixed by officers, or at their direction, on Friday, 23 October 2020

EXECUTED by)
SAMARPAN INVESTMENTS PTY)
LTD)
ACN 607 264 764)
in accordance with s127 of)
the Corporations Act 2001)

.....(Signature)

Shashikumari Krishnakumar Agrawal
Sole Director/Secretary

APPROVED BY PENRITH CITY COUNCIL


.....
Authorised Officer

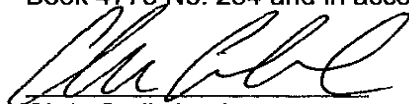
ANNEXURE 'A'

Property Address: 1-7 Markham Avenue, Penrith NSW 2750

Lot 1 in DP1264718

Consent of Mortgagee (AQ277411)

Executed by ADF110 Pty. Ltd. ACN 639 665 900 by its attorney
Assured Legal Solutions Pty Limited ACN 618 105 267 authorised under power of
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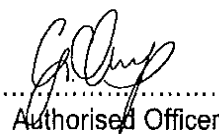


Chris Cruikshank
Director



Nicola Cosgrove
Director

APPROVED BY PENRITH CITY COUNCIL


.....
Authorised Officer

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 802558
Your Reference: CO Samarpan
Contact No.

Issue Date: 09 April 2021
Certificate No: 21/01843

Issued to: Ai Legal
2/32 Flushcombe Road
BLACKTOWN NSW 2148

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: CASTLEREAGH

Location: 1 Markham Avenue PENRITH NSW 2750

Land Description: Lot 1 DP 1264718

- 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.

Sydney Regional Environmental Plan No.9 - Extractive Industry (No.2), gazetted 15 September 1995, as amended, applies to the local government area of Penrith.

Sydney Regional Environmental Plan No. 20 - Hawkesbury-Nepean River (No. 2 - 1997), gazetted 7 November 1997, as amended, applies to the local government area of Penrith (except land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies).

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

State Environmental Planning Policy No.19 - 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 No.21 - Caravan Parks.

State Environmental Planning Policy No.33 - Hazardous and Offensive Development.

State Environmental Planning Policy No.50 - Canal Estate Development. (Note: This policy does not apply to the land to which State Environmental Planning Policy (Penrith Lakes Scheme) 1989 applies.

State Environmental Planning Policy No.55 - Remediation of Land.

State Environmental Planning Policy No.64 - 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 No.70 - Affordable Housing (Revised Schemes).
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.
State Environmental Planning Policy (State Significant Precincts) 2005.
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

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:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

Draft State Environmental Planning Policy (Environment) applies to the land.

Draft State Environmental Planning Policy (Remediation of Land) applies to the land.

Draft State Environmental Planning Policy (Housing Diversity) 2020 applies to the land.

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

Draft State Environmental Planning Policy (Infrastructure) 2007 applies to the land.

Draft State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017 applies to the land.

Draft State Environmental Planning Policy (Design and Place) applies to the land.

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

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.

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 Sydney Regional Environmental Plan or State Environmental Planning Policy that zones this property).)

Zone R4 High Density Residential (Penrith Local Environmental Plan 2010)

1 Objectives of zone

- To provide for the housing needs of the community within a high density residential environment.
- To provide a variety of housing types within a high density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that a high level of residential amenity is achieved and maintained.
- To encourage the provision of affordable housing.
- 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; Community facilities; Emergency services facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Home-based child care; Home businesses; Information and education facilities; Neighbourhood shops; Oyster aquaculture; Places of public worship; Recreation areas; Recreation facilities (indoor); Residential accommodation; Respite day care centres; Roads; Shop top housing

4 Prohibited

Pond-based aquaculture; Rural workers' dwellings; Tank-based aquaculture; Any other development not specified in item 2 or 3

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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 (SYDNEY REGION GROWTH CENTRES) 2006

(Information is provided in this section only if the land is within any zone under State Environmental Planning Policy (Sydney Region Growth Centres) 2006.)

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.

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

(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 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

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

(2) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for any other purpose not referred to in (1) above. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

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, Sydney Regional Environmental Plan No. 30 - 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*.)

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING 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 for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

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:

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

- (a) 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
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

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) (Information is provided in this section only if 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.)

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))

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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 – WESTERN SYDNEY AEROTROPOLIS 2020

The land may be subject to additional planning considerations under State Environmental Planning Policy (Western Sydney Aerotropolis) 2020):

	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.

***Flooding within certain urban areas**

- Council has in the past conducted studies of possible overland water flows within the City of Penrith. Those studies have been carried out in good faith, but Council cannot verify their accuracy. In particular, Council believes there are limitations on the accuracy of the past studies in urban areas where the effect of flash flooding, and underground drainage and stormwater disposal systems is largely unknown.
- This property is shown on Council's flood mapping as potentially so affected.
- Council imposes flood related development controls where, in its opinion, such controls are justified. Such controls may or may not be imposed with respect to this property in the event of an application for development consent.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

- If a development proposal is submitted with respect to this property, Council will consider the possibility of flood or overland flow in the context of the application. Council may impose a requirement that the applicant for development consent carry out a detailed assessment of the possible overland water flows affecting the property (a flood study) and/or may impose other controls on any development designed to ameliorate flood risk.

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:

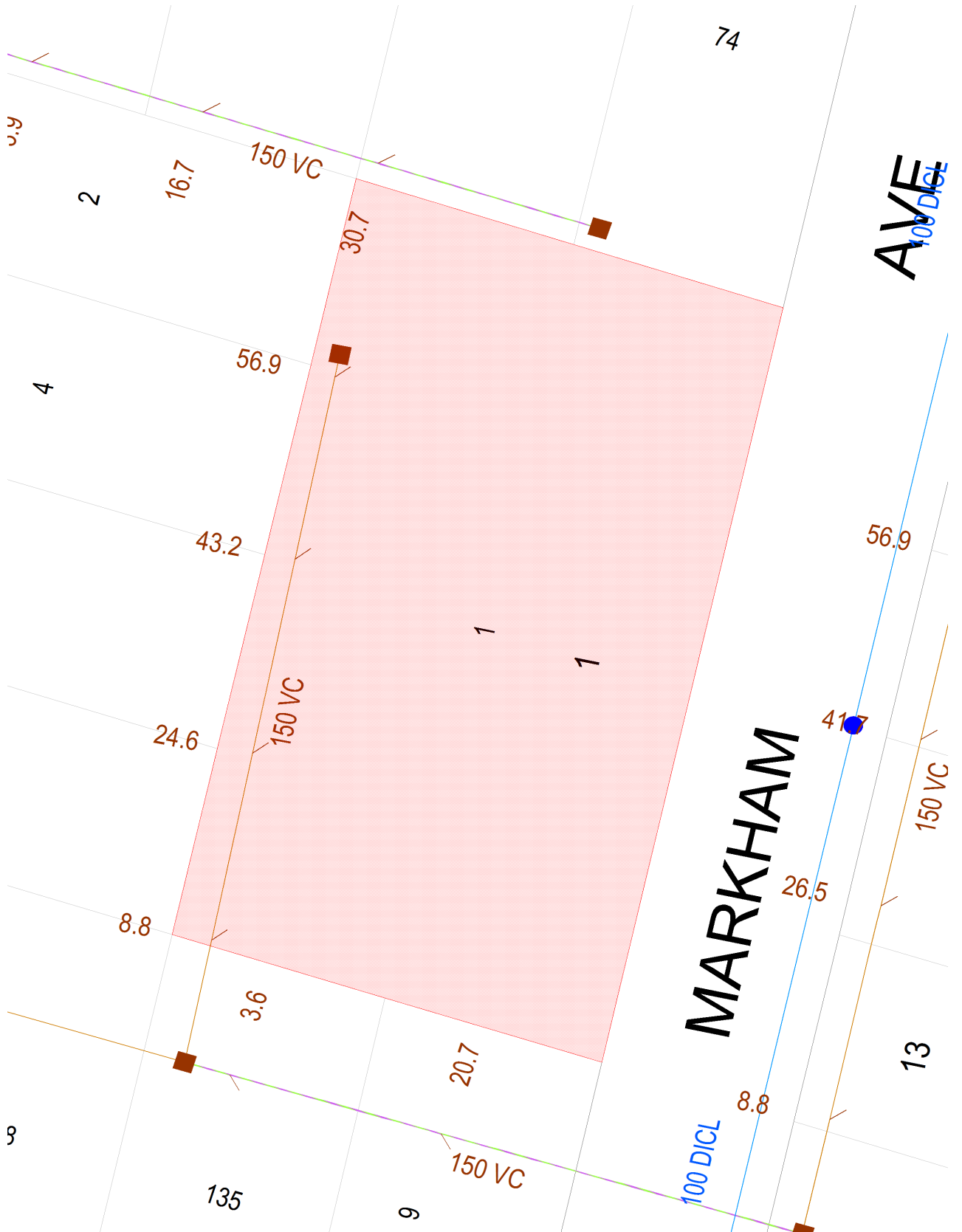
Certain amendments to the Environmental Planning and Assessment Act 1979 No 203 (Act) commenced on 1 March 2018.

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.

Service Location Print

Application Number: 8000602353



Document generated at 07-04-2021 08:50:12 AM

Disclaimer

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

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

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Pipe Types

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

Further Information

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

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

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

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