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Contract for the sale and purchase of land 2017 edition

| TERM | MEANING OF TERM | NSW Duty: |
|--|---|-----------------------|
| vendor's agent | | Ref: Ph: Email: |
| vendor | Urban Apartments Pty Limited ACN 096 925 423 Level 10, 11-15 Deane Street, Burwood NSW 2134 | |
| vendor's solicitor | Colin Biggers & Paisley Pty Ltd Level 42, 2 Park Street Sydney NSW 2000 GPO Box 214 Sydney NSW 2000 | Ref: Ph: Email: |
| date for completion | See clause 48 | |
| land (address, Plan details, and title reference) | Apartment ###, Lumina Apartments, Sheffield Quarter , 26 Lord Sheffield Circuit, Penrith NSW 2750 Lot ### , in an unregistered Strata Plan which is part of Lot 210 in Deposited Plan 1205092 Folio identifiers: Part 210/1205092 <input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies | |
| improvements | <input checked="" type="checkbox"/> residential apartment <input type="checkbox"/> Car Space <input type="checkbox"/> Storage Space | |
| attached copies | See the "List of Attachments" | |
| A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property. | | |
| Inclusions | As listed in the Schedule of Finishes, subject to the terms of this Contract. | |
| Exclusions | <input type="checkbox"/> NIL | |
| purchaser | | |
| purchaser's solicitor | | Ph: Email: |
| price | (inclusive of GST) | |
| deposit | (10% of the price, unless otherwise stated) | |
| balance | | |
| contract date | (if not stated, the date this contract was made) | |

Is any purchaser a Foreign Person? ☐ NO ☐ Yes

SEE SIGNING PAGE

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

GST Withholding Vendor's Notice

Purchaser must make an *RW payment*
(residential withholding payment)

☐ NO

☒ yes (if yes, vendor must provide full details)

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

RW payment (residential withholding payment) - further details

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

Supplier's name: **Lucky Stone No. 2 Pty Ltd ATF for Elias Lucky Stone Family Trust**

Supplier's ABN: **ABN 74 609 475 774**

Supplier's business address: **LEVEL 10, 11-15 DEANE STREET BURWOOD NSW 2134**

Supplier's email address: kuldeep@prestigetaxaccountants.com.au

Supplier's phone number: **0428 409 900**

Supplier's proportion of *RW payment*: **100%**

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):

POWER OF ATTORNEY

Power of attorney dated 31st October

2017.

URBAN APARTMENTS PTY LTD ACN 096 925 423 of Level 10, 11-15 Deane Street, Burwood NSW 2134 (**Company**), appoints **Boban Miljevic, Anthony Christopher Rumore, Brendan Paul Maier, Duane Matthew Keighran, and Nathan Weinberger** jointly and severally as its attorney to execute any document in the name of the Company and, in respect of such document, in the Company's own right or as a trustee.

The Company agrees to confirm whatever its attorney does under the authority of this power of attorney, and indemnifies the attorney against all claims, demands, costs and damages, losses and expenses however arising as a result of the exercise of this power (excluding fraud on the part of the attorney).

This power of attorney is governed by and construed in accordance with the laws of New South Wales.

EXECUTED AS A DEED

Signed by **URBAN APARTMENTS PTY LTD ACN 096 925 423** under s.127(1) of the *Corporations Act 2001*



sign

the signatory states that he or she is the sole director and sole secretary of the company



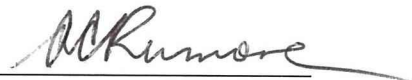
full name

We accept our appointment under this power of attorney:



Boban Miljevic

Date: 3/11/2017



Anthony Christopher Rumore

Date:

Brendan Paul Maier

Date:

Duane Matthew Keighran

Date:



Nathan Weinberger

Date: 3/11/2017

Choices

vendor agrees to accept a **deposit-bond** (clause 3) ☐ NO ☐ yes **See Additional Clauses**
proposed electronic transaction (clause 30) ☐ NO ☐ yes **See Additional Clauses**

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, subject to the Contract

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

As nominated by the vendor after the contract date.

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"/> 29 property certificate for strata common property |
| <input type="checkbox"/> 2 plan of the land | <input type="checkbox"/> 30 plan creating strata common property |
| <input type="checkbox"/> 3 unregistered plan of the land | <input type="checkbox"/> 31 strata by-laws |
| <input type="checkbox"/> 4 plan of land to be subdivided | <input type="checkbox"/> 32 strata development contract or statement |
| <input type="checkbox"/> 5 document that is to be lodged with a relevant plan | <input type="checkbox"/> 33 strata management statement |
| <input type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) | <input type="checkbox"/> 34 leasehold strata - lease of lot and common property |
| <input type="checkbox"/> 7 section 149(5) information included in that certificate | <input type="checkbox"/> 35 property certificate for neighbourhood property |
| <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) | <input type="checkbox"/> 36 plan creating neighbourhood property |
| <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) | <input type="checkbox"/> 37 neighbourhood development contract |
| <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"/> 38 neighbourhood management statement |
| <input type="checkbox"/> 11 section 88G certificate (positive covenant) | <input type="checkbox"/> 39 property certificate for precinct property |
| <input type="checkbox"/> 12 survey report | <input type="checkbox"/> 40 plan creating precinct property |
| <input type="checkbox"/> 13 building certificate given under <i>legislation</i> | <input type="checkbox"/> 41 precinct development contract |
| <input type="checkbox"/> 14 insurance certificate (Home Building Act 1989) | <input type="checkbox"/> 42 precinct management statement |
| <input type="checkbox"/> 15 brochure or warning (Home Building Act 1989) | <input type="checkbox"/> 43 property certificate for community property |
| <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) | <input type="checkbox"/> 44 plan creating community property |
| <input type="checkbox"/> 17 other document relevant to tenancies | <input type="checkbox"/> 45 community development contract |
| <input type="checkbox"/> 18 old system document | <input type="checkbox"/> 46 community management statement |
| <input type="checkbox"/> 19 Crown purchase statement of account | <input type="checkbox"/> 47 document disclosing a change of by-laws |
| <input type="checkbox"/> 20 building management statement | <input type="checkbox"/> 48 document disclosing a change in a development or management contract or statement |
| <input type="checkbox"/> 21 form of requisition | <input type="checkbox"/> 49 document disclosing a change in boundaries |
| <input type="checkbox"/> 22 <i>clearance certificate</i> | <input type="checkbox"/> 50 information certificate under Strata Schemes Management Act 2015 |
| <input type="checkbox"/> 23 land tax certificate | <input type="checkbox"/> 51 information certificate under Community Land Management Act 1989 |
| Swimming Pools Act 1992 | Other |
| <input type="checkbox"/> 24 certificate of compliance | <input type="checkbox"/> 52 |
| <input type="checkbox"/> 25 evidence of registration | |
| <input type="checkbox"/> 26 relevant occupation certificate | |
| <input type="checkbox"/> 27 certificate of non-compliance | |
| <input type="checkbox"/> 28 certificate of non-compliance | |

Disclosure Statement – Off the Plan Contracts

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

| | |
|-----------------|--|
| VENDOR | Urban Apartments Pty Limited ACN 096 925 423 , Level 10, 11-15 Deane Street, Burwood NSW 2134 |
| PROPERTY | Apartment //[insert no]//, Lumina Apartments, Sheffield Quarter , 26 Lord Sheffield Circuit, Penrith NSW 2750, being Lot //[insert no]// in an unregistered Strata Plan which is part of Lot 210 in Deposited Plan 1205092 |

| 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: |

| DETAILS | | | | | |
|---|---|--|---|---------------------|-----------------|
| Completion | Refer to Schedule 1 of this statement. | Refer to clause(s): | 48.1 | | |
| 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): | 48.8, 49 and 32 |
| 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: | <p>Interest: On completion, the purchaser must pay interest calculated on the price at the rate of 7% per annum on a daily basis from but excluding the date for completion to and including the date on which the contract is completed. The purchaser need not pay interest for any period where the delay in completion taking place is caused solely by vendor's default. Please refer to clause 48.6.</p> <p>Notice to complete: If the vendor serves a notice to complete, the purchaser must in addition to any other money payable under the contract pay to the vendor's solicitor a GST inclusive fee of \$330 as agreed additional costs arising from the issuing of the notice to complete. Please refer to clause 48.5(b).</p> <p>Cancellation fee: For each time the purchaser cancels settlement after appropriate arrangements have been made, the purchaser will allow to the vendor on settlement a GST inclusive fee of \$220. Please refer to clause 48.3.</p> | | |
| Has development approval been obtained? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Development Approval No: | DA19/0237 | | |
| Has a principal certifying authority been appointed? | <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes | Provide details: | Steven Saad of Certified Building Specialists (CBS) | | |
| Can the vendor cancel the contract if an event preventing or enabling the development does or | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | Provide details, including relevant clause(s) of contract: | | | |

| | | | |
|-----------------|--|--|--|
| does not occur? | | | |
|-----------------|--|--|--|

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 checked="" type="checkbox"/> draft strata by-laws | <input type="checkbox"/> draft building management statement |
| <input type="checkbox"/> draft strata development contract | |

Schedule 1

1. Date for completion

The due date for completion will be the latest of:

- (a) 20 business days after the contract date;
- (b) 21 days after the Registration Notice Service Date;
- (c) 10 business days after a copy of an Occupation Certificate is provided to the purchaser by the vendor's solicitor; and
- (d) such later date as the vendor in its discretion notifies to the purchaser (but not later than 15 business days after the dates referred to in both (b) and (c) have occurred).

2. Defined terms

For these purposes:

- (a) **business day** means any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
- (b) **Registration Notice Service Date** means the latest of:
 - (i) the date on which the vendor notifies the purchaser or the purchaser's solicitor of registration of the strata plan under clause 38(b); and
 - (ii) the date on which the vendor provides to the purchaser or the purchaser's solicitor copies of the following documents, as registered:
 - (A) the strata plan;
 - (B) the by-laws; and
 - (C) any other document registered with the strata plan; and
- (c) **Occupation Certificate** has the meaning given under the *Environmental Planning and Assessment Act 1979* (NSW).

Form 1 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.**

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.

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—SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

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

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

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

| | |
|------------------------------|--|
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>deposit-bond</i> | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>remittance amount</i> | the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ; |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <i>variation</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; |
| <i>within</i> | in relation to a period, at any time before or during the period; and |
| <i>work order</i> | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008). |

2 Deposit and other payments before completion

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

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *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.

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, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

• Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:

- deposit paid;
- *remittance amount* payable; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

• **Place for completion**

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 fax to the *party's solicitor*, unless 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 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- **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) is restricted title land (land that cannot be transferred without consent under *legislation*).
- 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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* serves notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* serves notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction within 14 days* of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, 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;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *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*;
- 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 receipt of the purchaser's notice under clause 30.1.2; and
 - before the receipt of a notice given under clause 30.2;
- 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 receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –

- 30.6.1 *populate the Electronic Workspace with title data;*
 30.6.2 *create and populate an electronic transfer;*
 30.6.3 *populate the Electronic Workspace with the date for completion and a nominated completion time; and*
 30.6.4 *invite the vendor and any incoming mortgagee to join the Electronic Workspace.*
- 30.7 *Normally, within 7 days of receiving an invitation from the vendor to join the Electronic Workspace, the purchaser must –*
 30.7.1 *join the Electronic Workspace;*
 30.7.2 *create and populate an electronic transfer;*
 30.7.3 *invite any incoming mortgagee to join the Electronic Workspace; and*
 30.7.4 *populate the Electronic Workspace with a nominated completion time.*
- 30.8 *If the purchaser has created the Electronic Workspace the vendor must within 7 days of being invited to the Electronic Workspace –*
 30.8.1 *join the Electronic Workspace;*
 30.8.2 *populate the Electronic Workspace with mortgagee details, if applicable; and*
 30.8.3 *invite any discharging mortgagee to join the Electronic Workspace.*
- 30.9 *To complete the financial settlement schedule in the Electronic Workspace –*
 30.9.1 *the purchaser must provide the vendor with adjustment figures at least 2 business days before the date for completion; and*
 30.9.2 *the vendor must populate the Electronic Workspace with payment details at least 1 business day before the date for completion.*
- 30.10 *At least 1 business day before the date for completion, the parties must ensure that –*
 30.10.1 *all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;*
 30.10.2 *all certifications required by the ECNL are properly given; and*
 30.10.3 *they do everything else in the Electronic Workspace which that party must do to enable the electronic transaction to proceed to completion.*
- 30.11 *If completion takes place in the Electronic Workspace –*
 30.11.1 *payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single settlement cheque;*
 30.11.2 *the completion address in clause 16.11 is the Electronic Workspace; and*
 30.11.3 *clauses 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.*
- 30.12 *If the computer systems of any of the Land Registry, the ELNO or the Reserve Bank of Australia are inoperative for any reason at the completion time agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.*
- 30.13 *If the Electronic Workspace allows the parties to choose whether financial settlement is to occur despite the computer systems of the Land Registry being inoperative for any reason at the completion time agreed by the parties –*
 30.13.1 *normally, the parties must choose that financial settlement not occur; however*
 30.13.2 *if both parties choose that financial settlement is to occur despite such failure and financial settlement occurs –*
 - *all electronic documents Digitally Signed by the vendor, the certificate of title and any discharge of mortgage, withdrawal of caveat or other electronic document forming part of the 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*
 - *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> | <i>details of the adjustments to be made to the price under clause 14;</i> |
| <i>certificate of title</i> | <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> |
| <i>completion time</i> | <i>the time of day on the date for completion when the electronic transaction is to be settled;</i> |

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| <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>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>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ENCL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

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

Contract for the sale and purchase of land - Additional clauses

Lumina Apartments | Sheffield Quarter

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Additional Clauses to Contract for the Sale and Purchase of Land - Unregistered Strata Plan

Part A - Definitions and interpretation

32. Rules of interpretation

32.1 Inconsistency

These additional clauses prevail to the extent of any inconsistency with the Standard Form.

32.2 Definitions

The following terms have the meaning given unless the context otherwise requires:

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| Adaptable Car Space | A car space forming part of a lot which is a lot containing an Adaptable Residential Apartment. |
| Adaptable Residential Apartment | A residential dwelling in the Building which has been constructed as an adaptable housing unit pursuant to the Adaptable Housing Class C requirements of Australian Standard (AS) 4299. |
| Adverse Affectation | Any adverse affectation listed in Part 3 of Schedule 3 of the <i>Conveyancing (Sale of Land) Regulation 2017</i> (NSW). |
| Alteration | Includes the creation, addition, deletion, variation and replacement of any Scheme Document. |
| Answers to Requisitions | The answers to requisitions on title in Attachment 7. |
| Associate | In relation to: (a) a body corporate, is as defined in the <i>Corporations Act 2001</i> (Cth); and (b) a natural person, means any spouse or relative by blood or adoption of that person or of that person's spouse. |
| Balcony | Includes a balcony, veranda, courtyard and terrace. |
| Bank Guarantee | An unconditional bank guarantee issued in favour of the vendor at the request of the purchaser by an Australian trading bank or other recognised Australian financial institution or such other institution approved by the vendor, with a financial strength rating of A1 or higher from Moody's or A+ or higher from S&P or such other rating approved by the vendor in writing from time to time and which must be in a form and on terms acceptable to the vendor in its absolute discretion. |
| Building | The building to be constructed on the Land containing the Property. |

| | |
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| By-Laws | The strata by-laws to be registered with the Strata Plan, a draft of which are in Attachment 5. |
| clause | A clause in the Printed Conditions or these additional clauses. |
| Common Property | The common property created on registration of the Strata Scheme. |
| Completion Sunset Date | 31 December 2021. |
| Construction Amendments | <p>Include:</p> <ul style="list-style-type: none"> (a) changes to meet the requirements of Council or other Relevant Authority; (b) changes required by legislation or law; (c) changes required or desirable in connection with or due to the Australian Standards or Building Code of Australia; (d) the substitution of materials that are, in the vendor's opinion, difficult to obtain at a reasonable cost; (e) changes to the location of areas designed to be used primarily for storage or accommodation of goods and not for human occupation as a residence or similar purposes; (f) relocation of the car space or car spaces; (g) relocation of columns or other structural items; (h) changes to floor area or ceiling height; (i) changes due to the requirements of the vendor to enable the proper construction of the Building; (j) changes to the exterior of the Building; (k) changes to the internal layout of the Property; and (l) changes to enable the provision of Services. |
| Cosmetic or Superficial Defects | Includes fair wear and tear, tears, scratches, minor chips and blemishes to finished surfaces, or matters of normal maintenance including minor shrinkage and minor settlement cracks. |
| Council | Penrith City Council and any consent authority under the <i>Environmental Planning and Assessment Act 1979</i> (NSW). |
| Default Rate | 7% per annum. |

| | |
|----------------------------|---|
| Defect | Any defect or fault in the Property due to faulty materials or faulty workmanship, but excludes Cosmetic or Superficial Defects. |
| Development | Has the meaning given in the <i>Environmental Planning and Assessment Act 1979</i> (NSW). |
| Development Consent | A notice of determination of the development application for development of the building of which the Property is a part, issued or to be issued by Council or other Relevant Authority and as modified or replaced with Council consent or other Relevant Authority consent from time to time. |
| Disposal | Transfer, sell, dispose, alienate or declare a trust over or in relation to all or any part of the legal or beneficial interest in the Property. |
| Division | Division 10 of Part 4 of the <i>Conveyancing Act 1919</i> (NSW) and includes any regulations made under it. |
| Embedded Utilities | One or more of the following: <ul style="list-style-type: none"> (a) embedded electricity network; (b) embedded gas network; (c) domestic hot water plant; (d) heat recovery from sources of waste heat including but not limited to air conditioning systems, car park exhausts and sewer flows; (e) embedded electrical and thermal generation including from solar, photovoltaics; (f) electric vehicle charging; (g) energy management and control; (h) electricity storage and discharge from batteries; (i) fibre to the home, data and internet services; and (j) services associated with any of the above. |
| FIRB | The Foreign Investment Review Board. |
| FIRB Act | The <i>Foreign Acquisitions and Takeovers Act 1975</i> (Cth). |
| FIRB Approval | approval by or confirmation from the Australian Taxation Office or the Treasurer to the purchase of the Property under the FIRB Act, with or without conditions. |
| Foreign Person | As defined in section 4 of the FIRB Act. |
| Foreign Resident | Any person or corporation that is required to obtain FIRB Approval under the FIRB Act. |

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| GST | As defined in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) |
| Guaranteed Money | All amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by the purchaser to the vendor under or in connection with this contract or any transaction contemplated by this contract, whether present or future, actual or contingent. |
| Guaranteed Obligations | The obligations of the purchaser to pay the Guaranteed Money and all its other obligations to the vendor (monetary or non-monetary, present or future, actual or contingent) arising under or in connection with or contemplated by this contract. |
| Guarantor | Jointly and separately, each guarantor named as such in this contract and, if the purchaser is a company, each person who is a director of the purchaser on the contract date. |
| Insolvent | <p>A party is insolvent if it is:</p> <ul style="list-style-type: none"> (a) a natural person and dies or becomes mentally ill or is declared bankrupt or enters into any scheme with, or makes any assignment of his estate for the benefit of, his creditors; or (b) a company and resolves to go into liquidation, or a liquidator, receiver, receiver and manager, administrator, trustee or similar official is appointed over its assets or undertaking or anything similar happens. |
| Land | <p>The real property located at 26 Lord Sheffield Circuit, Penrith NSW 2750 being Lot 210 in DP1205092,</p> <p>as subdivided, consolidated, titled or retitled from time to time plus or minus any land as determined by the vendor, at any time, in its absolute discretion.</p> |
| Layout Plan | The Layout Plan contained in Attachment 9. |
| Lodgment Notice | A written notice to the purchaser that the Strata Plan is lodged for registration at the Titles Office. |
| Lodgment Notice Service Date | The date on which the vendor notifies the purchaser of lodgement of the Strata Plan under clause 38(a). |
| Moody's | Moody's Investor Services Inc, a corporation organized and existing under the laws of the State of Delaware in the United States of America. |

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| Object or Objection | <p>The purchaser or guarantor, as applicable:</p> <ul style="list-style-type: none"> (a) making any requisition or claim including a claim for damage, compensation or loss or requiring any person to do or not do anything (including requiring the vendor to incur any costs); or (b) doing any act or omission to rescind, terminate or delay completion of this contract. |
| Occupation Certificate | Has the meaning given in the <i>Environmental Planning and Assessment Act 1979</i> (NSW). |
| Owners Corporation | The Owners Corporation for the Strata Scheme. |
| Permitted Change | Any Alteration to the Scheme Documents or any other document attached to this contract permitted by this contract. |
| Personal Information | Has the meaning given in the Privacy Act. |
| Printed Conditions | The conditions of sale contained in the Standard Form. |
| Privacy Act | The <i>Privacy Act 1988</i> (Cth). |
| Prohibited Entity | <p>Any person or entity which:</p> <ul style="list-style-type: none"> (a) is a 'terrorist organisation' as defined in Part 5.3 of the <i>Criminal Code Act 1995</i> (Cth); or (b) has a connection with certain countries or named individuals or entities subject to international sanctions or is associated with terrorism including the persons or entities listed by the Minister for Foreign Affairs in the Government Gazette pursuant to Part 4 of the <i>Charter of the United Nations Act 1945</i> (Cth) which list as at the date of the Contract is available from the website of the Australian Department of Foreign Affairs and Trade or such other person or entity on any other list of terrorist organisations maintained pursuant to the rules and regulations of the Australian Foreign Affairs and Trade pursuant to any other Australian legislation. |
| Property | A freehold interest in the lot in the Strata Plan (as described on the cover page of this contract) comprising a freehold interest in the residential unit and car space and storage space (if any) together with the inclusions and any interest in the Common Property associated with the lot. |
| Registered Documents | <p>The following documents, as registered with the Titles Office:</p> <ul style="list-style-type: none"> (a) the Strata Plan; (b) the By-Laws; (c) any other document registered with the Strata Plan. |

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| Registration Notice | A written notice to the purchaser that the Strata Plan is registered at the Titles Office. |
| Registration Notice Service Date | <p>The later of:</p> <ul style="list-style-type: none"> (a) the date on which the vendor notifies the purchaser or the purchaser's solicitor of registration of the Strata Plan under clause 38(b); and (b) the date on which the vendor provides to the purchaser or the purchaser's solicitor copies of the Registered Documents.. |
| Relevant Authority | Council and every other governmental, semi-governmental, statutory or other authority having jurisdiction in respect of the Land. |
| Requisitions | Requisitions in the form of Attachment 6. |
| Rights | Any lease, easement, covenant, restriction on use, exclusive use right, by-law, rule, arrangement or agreement relating to the Land including the Strata Scheme. |
| S&P | Standard & Poor's (Australia) Pty Ltd. |
| Schedule of Finishes | The finishes for the Property as described in Attachment 1. |
| Scheme Documents | The Strata Plan, Strata Instrument, By-Laws, and any dealing or instrument drafted before or after the contract date that is necessary or appropriate as determined by the vendor or a Relevant Authority to enable registration of the Strata Plan, the development of the Land or the issue of an Occupation Certificate. |
| Services | Includes water, drainage, sewerage, gas, electricity, oil, communication and any other services to or through land (including the Land or the Strata Scheme or any part of them). |
| Specified Event | <p>Any delay in the commencement of, or progression to completion of, the construction of the Building or Property or any other parts or areas of the Building or to the provision of access or services to the Building, including the Property, because of or in connection with:</p> <ul style="list-style-type: none"> (a) inclement weather or conditions resulting from inclement weather; (b) any civil commotion, combination of workmen strike or lock-out that affects the construction of buildings or the manufacture or supply of materials for construction of buildings; (c) any delay in the receipt of any approval required in connection with the Building or the Land from a Relevant Authority, which could not reasonably have been foreseen by the vendor; |

- (d) any difficulty in complying with the Development Consent or the approval of the Relevant Authority, which could not reasonably have been foreseen by the vendor;
- (e) any difficulty in procuring the issue of the Occupation Certificate, which could not reasonably have been foreseen by the vendor; or
- (f) any other matter or thing which is beyond the reasonable control of the vendor.

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| Standard Form | The standard form contract for the sale and purchase of land 2017 edition. |
| Strata Instrument | The draft Instrument in Attachment 4 (if any). |
| Strata Plan | The draft Strata Plan in Attachment 3. |
| Strata Scheme | The strata scheme created on registration of the Strata Plan. |
| Titles Office | Land and Property Information New South Wales. |

32.3 Interpretation

This contract includes all parts of, and schedules and attachments to, this contract and, except where the context otherwise requires:

- (a) headings are for convenience of reference only and do not affect interpretation;
- (b) no provision will be interpreted against a party on the basis that all or part of the provision was drafted by or on behalf of the party;
- (c) a reference to legislation includes any amendment of, or legislation substituted for, that legislation and also includes any subordinate legislation issued under that legislation;
- (d) a reference to dollars or \$ is to an amount in Australian currency;
- (e) the singular includes the plural and vice versa and a reference to a gender includes any other gender;
- (f) a reference to any party to this contract or to any other document or arrangement, includes that party's legal personal representatives, successors and permitted assigns;
- (g) a reference to a person includes a body corporate, partnership, joint venture, incorporated or unincorporated association, authority, state, government or quasi-government body; and
- (h) an agreement, undertaking, representation or warranty by or in favour of two or more persons, binds or is for the benefit of all of them jointly and each of them individually.

32.4 Changes to Standard Form

The Standard Form is changed in accordance with the following table:

| Clause | Change |
|----------------------------|--|
| 1 | delete the definition of "depositholder" and substitute "the vendor's solicitor or the vendor's agent, unless the vendor's solicitor otherwise notifies the purchaser" |
| 1 | in the definition of "adjustment date", replace "completion" with "the earlier of 10 business days after the Registration Notice Service Date and completion" |
| 1 | the definition of "bank" is amended by deleting ", a building society or a credit union" |
| 4.1, 11.1 and 23.8 | delete "Normally," |
| 2.4, 2.6, 2.7, 2.8 and 2.9 | delete |
| 3 | delete |
| 4.1 | delete "at least 14 days before the date for completion" and substitute "no later than 10 business days after the Lodgment Notice Service Date" |
| 5.2.1 | delete "or it is a general question about the Property or the title" |
| 7.1 | replace "that are not" with "including" |
| 7.1.1 | delete |
| 7.1.3 | replace "14 days" with "5 business days" |
| 7.2.1 | replace "10% of the price" with "\$1,000" |
| 8.1 | delete ", on reasonable grounds," and "and those grounds" |
| 10.1 | include the words "or ask the vendor to take any action or incur any cost or delay completion" after the word "requisition" |
| 10.1.8 | replace the word "substance" with "existence" |
| 10.1.9 | replace the word "substance" with "existence" |
| 10.2 | include the words "or delay completion" after the word "rescind" |
| 10.4 | include a new clause 10.4 that reads as follows: "The parties agree that the nature of title, the existence of any easement, restriction on use or anything else the subject matter of clause 10 shall be sufficiently noted and disclosed by the annexure or attachment to the contract of the documents or dealings creating, evidencing or otherwise referring to or giving rise to such easement, |

| Clause | Change |
|--------------------------------------|--|
| | restriction on use or anything else the subject matter of clause 10 (even if the contract does not refer to that disclosure)." |
| 12 | delete |
| 13.8 | delete |
| 14.4 | replace with "the purchaser is liable for land tax in respect of the Property from the date for completion as if no threshold applies." |
| 14.5 | replace "other amount" with "amount" |
| 14.7 | delete |
| 15 | delete |
| 16.5 | delete "plus another 20% of that fee" |
| 16.7 | delete "cash (up to \$2,000) or" |
| 16.8 | delete |
| 20.6.5 | replace with "served if it is sent by fax or email to a party's solicitor and the sender's fax or email report states that all pages of the document were sent without error. If the report shows that the document was sent after 5pm on a business day, the document is regarded to have been served at 9am on the next business day." |
| 22 | delete |
| 23.3 - 23.9, and 23.13 - 23.17 | delete |
| 24 to 29 (inclusive) | delete |
| 30.1 to 30.3 and 30.4.1 | delete |
| 30.4.5 | replace with "any communication from one party to another party in the Electronic Workspace is taken to have been received by that party at the time determined by section 13A of <i>Electronic Transactions Act 2000</i> (NSW); and"; |

33. Transfer of the Property from the vendor to another person

33.1 Transfer prior to Completion

If the vendor wishes to transfer the Property or the Land to another person prior to completion, and the vendor gives the purchaser written notice of its intention to so transfer the Property or the Land, the purchaser agrees:

- (a) to the transfer of the Property or the Land to the transferee;
- (b) to the vendor (in the vendor's absolute discretion):

- (i) assigning the benefit of this contract to the transferee in connection with clause 33.2; or
- (ii) novating this contract to the transferee in connection with clause 33.3;
- (c) to accept on completion a transfer of the Property in registrable form duly executed by the transferee (if the vendor transfers, assigns or novates this contract according to this clause 33); and
- (d) without limiting the obligations of the purchaser in connection with clause 61.7, if the purchaser has paid the deposit by Bank Guarantee, to replace the Bank Guarantee with a new Bank Guarantee for the same amount in favour of the transferee within 10 business days after being requested to do so by the vendor or after the transfer, by the transferee.

33.2 Assignment

If required by the vendor, the purchaser agrees to enter into a deed of assignment to assign the benefit of this contract from the vendor to the transferee. If these provisions apply:

- (a) the vendor must, at its cost, prepare the deed of assignment;
- (b) the purchaser must sign the deed of assignment and return it to the vendor within 10 business days of receiving it from the vendor; and
- (c) the deed of assignment must contain a provision releasing the vendor from all of its obligations under this contract.

33.3 Novation

If required by the vendor, the purchaser agrees to enter into a deed of novation to novate this contract from the vendor to the transferee. If these provisions apply:

- (a) the vendor must, at its cost, prepare the deed of novation; and
- (b) the purchaser must sign the deed of novation and return it to the vendor within 10 business days of receiving it from the vendor.

33.4 Acceptance of transfer

The purchaser agrees that if there is a novation or assignment under this clause then the purchaser will accept a transfer from the transferee.

33.5 Appointment of Attorney

Each of the purchaser and any Guarantor severally and irrevocably and for valuable consideration (the receipt of which is hereby acknowledged) appoints the vendor as its attorney to sign any deed or instrument contemplated under clause 33 (including, without limitation, any deed of novation or deed of assignment) and to do whatever is necessary or convenient to enable the vendor to procure that the purchaser enter into any deed of assignment or deed of novation, including signing the deed of novation or deed of assignment for the purchaser. The purpose of the power of attorney is to enable the vendor to assign or novate its interest to an assignee or novatee in accordance with its rights in connection with clause 33.

33.6 No Objection

The purchaser must not Object to anything required to be done by the purchaser under clause 33, or anything done or purported to be done by the vendor, in connection with clause 33.

Part B - Design and construction of Property and registration of scheme documents

34. Building certificate and home owner's warranty insurance

- (a) The vendor is not required to obtain a building certificate under the *Environmental Planning and Assessment Act 1979* (NSW) before or after completion of this contract. The purchaser must not apply for a building certificate prior to completion. The vendor does not authorise the purchaser to obtain or apply for a building certificate prior to completion.
- (b) The vendor (and any builder or contractor engaged by the vendor with respect to the Land) is exempt from obtaining insurance in respect of the Home Building Compensation Fund.
- (c) The vendor (and any builder or contractor engaged by the vendor with respect to the Land) is exempt from the requirements of the *Home Building Act 1989* (NSW) and the *Home Building Amendment (Insurance) Regulation 2001* (NSW) relating to the attachment of an insurance certificate to this contract because the predominantly residential building to be constructed will be greater than three stories in height.
- (d) The purchaser cannot Object to any matter the subject of this clause 34.

35. Construction and colour scheme selection

35.1 Construction

- (a) The vendor must cause the Property to be constructed in a proper and workmanlike manner and generally in accordance with:
 - (i) plans and specifications approved by each Relevant Authority; and
 - (ii) the Schedule of Finishes.
- (b) If there is any discrepancy between the Schedule of Finishes and any marketing, architectural or other material, the Schedule of Finishes prevails.
- (c) The vendor may change any of the following without notice to the purchaser:
 - (i) any finish specified in the Schedule of Finishes to another finish of similar or equivalent quality; and
 - (ii) any item to be installed in the Property or the Common Property specified in the Schedule of Finishes to another item of similar quality or type.
- (d) Subject to the Division and to the vendor's compliance with clause 35.1(c) the purchaser must not Object to any change of finish or other item specified in the Schedule of Finishes.

35.2 Layout

- (a) Subject to and without limiting any other provisions of this contact and any variations in accordance with clause 35.2(b), the vendor will construct or procure the construction of the Property generally in accordance with the Layout Plan.

- (b) The purchaser agrees that the Layout Plan may be amended by the vendor at any time in the vendor's absolute discretion, provided that such amendments do not substantially and detrimentally affect the value of the Property.
- (c) The purchaser agrees that to the extent of any inconsistency between the Layout Plan and the Strata Plan, the Strata Plan prevails.
- (d) The vendor discloses that any furniture, furnishings, plants and vegetation or chattels or non-fixed items which may be shown or depicted in the Layout Plan are by way of illustration only. These items are not inclusions and are not included in the Property.
- (e) Subject to the Division the purchaser must not Object because there is a difference between the Property as reflected in the Layout Plan (as may be amended in connection with clause 35.2(b)) and the lot which forms part or all of the Property as actually constructed, unless the difference detrimentally affects the Property to a substantial extent, in which case, the purchaser may rescind by written notice to the vendor within 5 business days after the earlier to occur of the day when the vendor serves notice of the difference or the day that the vendor serves the Registration Notice. If the purchaser does not rescind within that time, the right of rescission lapses immediately and time is of the essence in that regard.

35.3 Colour scheme selection

- (a) The purchaser must notify the vendor of its selection of the internal colour scheme for the Property by written notice to the vendor within 30 days after the contract date or such shorter period required by the vendor by notice in writing (time being of the essence).
- (b) The purchaser is only entitled to issue one notice to the vendor in accordance with clause 35.3(a).
- (c) If the purchaser does not notify the vendor of its selection of the internal colour scheme for the Property in accordance with this clause 35.3, the vendor may, in its absolute discretion, select the internal colour scheme for the Property on behalf of the purchaser without further notice to the purchaser and the purchaser cannot Object.
- (d) The vendor may vary the internal colour schemes for the Property (**Varied Colour Scheme**) and will notify the purchaser of any such variation. In the event that the colours schemes are varied, the purchaser will be required to notify the vendor of its Varied Colour Scheme selection within 30 days of receiving a variation notification or such shorter period required by the vendor by notice in writing (time being of the essence).
- (e) If the purchaser does not notify the vendor of its Varied Colour Scheme selection in accordance with this clause 35.3, the vendor may, in its absolute discretion, select the internal colour scheme for the Property on behalf of the purchaser without further notice to the purchaser and the purchaser cannot Object.

35.4 Premium Upgrade Package

- (a) The purchaser must notify the vendor of its selection (if any) of a Premium Upgrade Package for the Property by written notice to the vendor within 30 days after the contract date or such shorter period required by the vendor (time being of the essence).

- (b) The cost of any item selected in such a selection notice will be added to the purchase price and is payable in the same manner as the purchaser price

36. Property inspection and rectification of Defects

36.1 Safe occupation

An Occupation Certificate is conclusive evidence that there are no Defects which prevent the safe occupation of the Property.

36.2 Pre-completion inspection

The purchaser is entitled to one inspection of the Property. This inspection will occur when the vendor advises the purchaser that the Property is ready to be inspected and must be arranged by prior appointment with the vendor at a mutually agreed date and time during normal business hours. The purchaser is not entitled to Object if it is unavailable to inspect the Property at this date and time.

36.3 Defect liability

- (a) If proper and valid Cosmetic or Superficial Defects other than minor shrinkage or minor settlement cracks are noted at the inspection referred to in clause 36.2 (and in this respect the purchaser may only give one notice and time is of the essence), the vendor will rectify those defects at its cost as soon as is reasonably practicable after completion. The purchaser may not Object to in relation to any Defects being present in the Property prior to completion.
- (b) The vendor must repair in a proper and workmanlike manner, at the vendor's expense, within a reasonable time after the applicable written notice has been served on the vendor by the purchaser, any Defects in the Property due to faulty materials or workmanship as set out in the *Guide to Standards and Tolerances 2017* issued by the NSW Fair Trading of which notice is served by the purchaser on the vendor within 3 months after the date for completion (time being of the essence). The purchaser may not serve notice of Defects on more than two occasions (including any notice served by the purchaser in connection with clause 36.3(a)).

36.4 Acknowledgements by the purchaser

The purchaser acknowledges and agrees that:

- (a) concrete walks, terraces and exposed concrete surfaces may develop minor cracks and other cosmetic imperfections as a result of changes of temperature and normal settling;
- (b) where natural materials, reconstituted materials, paints or tiles are used for floor coverings, wall coverings, object or material coverings or counter tops, their appearance may vary from samples exhibited to the purchaser and the normal use of those materials may result in changes in the colour, appearance or finish of these materials, in which event the variance or change is not defect or a fault. In particular, these materials may:
 - (i) exhibit variations from the samples exhibited;
 - (ii) exhibit variations between different areas of the finished product, in shade, colour, texture, surface finish, markings or the like and may contain natural fissures, occlusions, lines, indentations or the like;

- (iii) expand, contract or distort over time as a result of exposure to heat, cold, weather or the like;
 - (iv) vary, change, wear or appear different depending on the type of surface they are applied to or on;
 - (v) mark or stain if exposed to certain substances;
 - (vi) be damaged or disfigures by impact or scratching or other mechanical means; and
 - (vii) if plush (cut) pile carpet is installed in the Property, a phenomenon known as “permanent pile reversal shading” (also known as “water marking”) may randomly appear in the carpet due to reversal of the pile direction;
- (c) the vendor is not required to rectify minor shrinkage or minor settlement cracks;
 - (d) the vendor is not required to inspect and remedy any Defect unless the purchaser, at the vendor's request, provides the vendor and the vendor's representatives with suitable and sufficient access to the Property in order that the vendor or the vendor's representatives are able to perform work which the vendor considers appropriate to remedy the Defects;
 - (e) the purchaser is not entitled to notify the vendor of any Defects within the Common Property; and
 - (f) the rights under this clause 36 are personal to the purchaser and cannot be assigned.

37. Registration of Strata Plan

The vendor must use reasonable endeavours to register the Strata Plan at the Titles Office.

38. Lodgment Notice and Registration Notice

- (a) The vendor must serve a Lodgement Notice within a reasonable time after lodgment of the Strata Plan for registration at the Titles Office.
- (b) The vendor must serve a Registration Notice within a reasonable time after being notified of registration of the Strata Plan.

39. Transfer

If the purchaser does not comply with the provisions of clause 4.1 (as amended by clause 32.4), the purchaser must in addition to any other money payable under this contract pay the vendor's solicitor a GST inclusive fee of \$165 on completion as agreed additional costs arising from the late delivery of the transfer.

40. Permitted changes

40.1 Purchaser not to Object

Subject to the Division, the purchaser must not Object to:

- (a) Construction Amendments;

- (b) changes, whether relating to the Property, the Common Property, the Land, the Scheme Documents, other documents or anything else, if those changes:
- (i) are required in the vendor's reasonable opinion by any Relevant Authority, accredited certifier or the Titles Office;
 - (ii) benefit or burden the Property in connection with Services;
 - (iii) affect other lots in the Strata Plan but not the Property;
 - (iv) do not have the effect of reducing the area of the Property as shown in the Strata Plan by more than 5%;
 - (v) alter lot numbers, the total number of lots or the numbering of apartments in the Strata Scheme;
 - (vi) alter the number of levels in the Building or the numbering of the level on which the Property is located;
 - (vii) alter Common Property unless such alteration detrimentally affects access to or use of the Property to a substantial extent;
 - (viii) alter subdivision of the Land or any boundary of the Land;
 - (ix) relate to registration of any Right over the Property required by a Relevant Authority;
 - (x) alter, replace or add to the Scheme Documents;
 - (xi) relate to the construction of columns, risers, plinths, ducts or bulkheads on, in or in the proximity of, the Property;
 - (xii) relate to an internal colour selection by the vendor under clause 35.3(c);
 - (xiii) relate to a relocation of any car space or storage space, or any alteration of the boundaries of any car space (if any), storage space (if any) or Balcony area (if any) included in the Property, provided the relevant area complies with Australian standards or does not contravene the Australian standards or complies with the requirements, approvals or suggestions of any Relevant Authority;
 - (xiv) relate to any matter disclosed by the vendor or agreed to by the purchaser under clause 52;
 - (xv) alter unit entitlements, if any, disclosed in this contract;
 - (xvi) do not detrimentally affect the Property to a substantial extent;
 - (xvii) are agreed in writing by the purchaser; or
 - (xviii) are not Objected to in writing by the purchaser within 7 days after they are notified to the purchaser (time being of the essence).

40.2 Replacement documents

- (a) The vendor may by notice to the purchaser's solicitor replace any document attached to this contract (**Replaced Document**) with another document that must be attached to that notice (**Replacement Document**), and, subject to the Division,

the purchaser may not Object if that replacement effects a change referred to in clause 40.1 or is otherwise a Permitted Change.

- (b) From and including the day of service of a notice under clause 40.2(a), the Replaced Document is taken to be no longer included in this contract and the Replacement Document is taken to be included.
- (c) Subject to the Division, the purchaser may not make any Objection because of any matter disclosed by any Replacement Document, including if it discloses an Adverse Affectation.

40.3 Wrongful Objections

The purchaser will pay the vendor's costs and the vendor's costs, including legal costs, in relation to any Objection made by the purchaser in breach of this clause 40.

41. Development Consent

The vendor may do anything reasonably necessary to give effect to a Permitted Change, including the making of an application to any Relevant Authority.

42. No claims or requisitions by purchaser

Subject to the Division, the purchaser must not Object to anything done by the vendor which is disclosed in or permitted by this contract.

43. Rights to rescind

43.1 Purchaser's right to rescind

- (a) Subject to clause 43.1(b), the purchaser may rescind if:
 - (i) there is a difference between documents or plans attached to this contract and those documents or plans as registered; or
 - (ii) there is a difference between a Replaced Document and a Replacement Document.
- (b) The right to rescind under clause 43.1(a):
 - (i) may not be exercised if this contract permits the difference or prohibits Objection to the difference; and
 - (ii) otherwise may only be exercised within 14 days after the vendor first notifies the purchaser of the relevant difference or the purchaser otherwise becomes aware of it, and in this respect time is essential.

43.2 Rescission or affirmation

If the purchaser has or claims a right to rescind for any reason, the vendor may serve a notice requiring the purchaser to either rescind or affirm this contract within 14 days of receipt of the notice. If the purchaser does not either rescind or affirm this contract within the 14 day period, and the vendor does not rescind this contract within a further 7 days after this period (time being of the essence in relation to both periods), the purchaser's right to Object is regarded as having been waived and the contract is regarded as affirmed by both parties.

43.3 Conveyancing Act

- (a) This clause 43 is subject to the Division.
- (b) No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- (c) If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* (NSW):
 - (i) the purchaser cannot Object under this contract about the same subject matter, including make a claim under clause 6 or clause 7; and
 - (ii) the claim for compensation is not a claim under this contract.

Part C - General terms of contract

44. Entering into this contract

- (a) The purchaser represents and warrants that it was not introduced to the Property or the vendor either directly or indirectly by any real estate agent or other person entitled to claim commission or fee from the vendor other than the vendor's agent named on the front page of this contract.
- (b) The purchaser indemnifies the vendor in respect of all actions, claims, demands and proceedings and all costs, damages, expenses and losses which the vendor may incur or may become liable for as a result of any claim for commission from any person other than the vendor's agent (if any) specified on the front page of the Standard Form.

45. Incapacity

- (a) Without limitation, the vendor may by notice rescind this contract if a purchaser or Guarantor is Insolvent.
- (b) Despite anything in this contract, the purchaser is not entitled to Object if the vendor is Insolvent.

46. Purchaser caveat

The purchaser must not lodge a caveat before it receives a Registration Notice. If the purchaser lodges a caveat not permitted by this clause 46 it will immediately withdraw it when requested to do so by the vendor. The purchaser appoints the vendor and the vendor's authorised representative (jointly and separately) as its attorney to sign any withdrawal of caveat lodged by or on behalf of the purchaser either before registration of the Strata Plan (in respect of any Land) or after registration of the Strata Plan (in respect of any Land other than the Property).

47. Vendor replies to purchaser requisitions

- (a) The vendor is not obliged to reply to any requisitions on title unless made in the form of the Requisitions during the seven day period commencing on the Registration Notice Service Date and time is of the essence in that regard.
- (b) If the purchaser serves Requisitions under clause 47(a) then the vendor is treated as having immediately served on the purchaser the Answers to Requisitions, subject to and modified by any notice from the vendor at any time.

48. Completion

48.1 Date for completion

The date for completion is the latest of:

- (a) 20 business days after the contract date;
- (b) 21 days after the Registration Notice Service Date;
- (c) 14 days after a copy of the Occupation Certificate is provided to the purchaser; and

- (d) such later date as the vendor in its discretion notifies to the purchaser (but not later than 15 business days after the dates referred to in both (b) and (c) have occurred).

48.2 Time for completion

The parties must complete by 3.30pm on the date for completion.

48.3 Completion booking cancellation

If the purchaser cancels settlement after appropriate arrangements have been made, the purchaser will allow to the vendor a GST inclusive fee of \$220 in respect of each cancellation.

48.4 Not used

48.5 Notice to complete

- (a) If completion does not occur by 3.30pm on the date for completion, a party who is not in default and is ready, willing and able to complete may serve a notice making time of the essence and requiring the other party to complete not less than 10 business days after the date of service of the notice. The parties agree that this period of 10 business days is reasonable and sufficient time to complete this contract.
- (b) If the vendor serves a notice to complete in accordance with clause 48.5(a), the purchaser must in addition to any other money payable under this contract pay the vendor's solicitor a GST inclusive fee of \$330 as agreed additional costs arising from the issuing of the notice to complete.

48.6 Delay

Without limitation, if completion takes place after the date for completion, it is an essential term of this contract that on completion the purchaser must pay interest to the vendor calculated on the price at the Default Rate on a daily basis from but excluding the date for completion to and including the date on which this contract is completed. The purchaser need not pay interest for any period where the delay is caused solely by vendor default.

48.7 Vendor entitlement to caveat

Any money payable by the purchaser to the vendor but for any reason unpaid on completion is not waived on completion but remains a capitalised debt on which interest calculated at the Default Rate on a daily basis must be paid by the purchaser until payment in full by the purchaser of the sum of the capitalised debt plus interest and any costs incurred to recover the capitalised debt. The capitalised debt, interest and costs are secured by a charge over the Property after completion and the purchaser authorises the vendor to register and maintain a caveat over the Property in respect of that charge after completion if any such debt is then due.

48.8 Completion Sunset Date

If a Registration Notice is not served by the Completion Sunset Date, then:

- (a) subject to complying with the provisions of section 66ZS of the *Conveyancing Act 1919* (NSW), the vendor can rescind this contract by serving notice on the purchaser at any time after the Completion Sunset Date but before completion; and

- (b) the purchaser can rescind this contract by serving notice on the vendor within 10 business days after the expiry of the Completion Sunset Date provided that the Strata Plan has not, at the time of service, been registered. Time is of the essence in connection with the exercise by the purchaser of its rights under this clause 48.8(b).

48.9 Assignment of warranties

With effect on completion, the vendor assigns (to the extent the warranties are capable of assignment) to the purchaser all the vendor's interest in the warranties which may exist as at completion in relation to the inclusions. The vendor is not required to take any further action in relation to the subject of this clause.

48.10 GST

The price payable in accordance with this contract is inclusive of GST, to the extent that any GST is payable by the vendor.

49. Extension to Completion Sunset Date

The vendor may extend the Completion Sunset Date at any time and from time to time by a period determined by the vendor in its sole discretion by notice from the vendor or the vendor's solicitor (at any time and from time to time) to the purchaser or the purchaser's solicitor if:

- (a) the vendor considers that a Specified Event has occurred;
- (b) such extension is required by any of the vendor's financiers, investors or mortgagees;
- (c) an extension of time is granted to the vendor's builder; or
- (d) the vendor wishes to extend the Completion Sunset Date for any other reason,

provided that, the vendor may not extend the Completion Sunset Date to a date later than 12 months from the original Completion Sunset Date. Nothing in this clause obliges the vendor to extend the Completion Sunset Date.

50. Adjustments

50.1 No separate rating

- (a) If separate rating assessments have not issued before the Registration Notice Service Date, adjustments under clause 14 will be made on the basis that these rates and taxes are already paid:
 - (i) council rates in the amount of \$1,500 per annum;
 - (ii) water and sewerage rates in the amount of \$350 per quarter; and
 - (iii) land tax in the amount of \$1,500 per annum.
- (b) If clause 50.1(a) applies, the vendor must pay any rates and taxes for the relevant periods in respect of the Property promptly upon assessment and no further adjustment between the parties will then be made in respect of those items.

50.2 Sydney Water service charge

Sydney Water has adopted a policy of raising a charge in relation to each lot in a Strata Scheme immediately on registration of the Strata Scheme. The purchaser acknowledges that this charge does not represent a "separate assessment" for the purposes of clause 50.1, and the purchaser is liable to pay this charge (if any) in full in addition to the adjustment amounts calculated under clause 50.1.

50.3 Embedded Utilities

- (a) To the extent that the vendor has incurred any expenses arising from the ownership or operation of Embedded Utilities the purchaser is liable to pay its proportion on a unit entitlement basis of these annualised expenses (if any) in full in addition to the adjustment amounts calculated under clause 50.1.
- (b) A provider of Embedded Utilities may adopt a policy of raising a charge in relation to each lot in a Strata Scheme immediately on registration of the Strata Scheme. The purchaser acknowledges that this charge does not represent a "separate assessment" for the purposes of clause 50.1, and the purchaser is liable to pay this charge (if any) in full in addition to the adjustment amounts calculated under clause 50.1.

50.4 Normal expenses

For the purpose of this contract a normal expense of the Owners Corporation includes, irrespective of whether strata levies have been struck, the amount of:

- (a) insurance premiums paid by the vendor in respect of the Building for the period of insurance; and
- (b) levies, contributions or other amounts paid by the vendor under or in connection with the Strata Scheme and, where applicable, for the relevant period to which those amounts relate,

and at completion the parties must adjust on a unit entitlement basis the cost of such amounts paid by the vendor.

50.5 Moving in allowance

The purchaser must in addition to any other money payable under this contract allow in favour of the vendor a \$440 (GST inclusive) fee on completion as agreed additional costs arising from the vendor procuring the management and security of purchasers moving into the Building.

51. Managing agent, building management and Owners Corporation

- (a) The purchaser acknowledges that:
 - (i) if the Owners Corporation has already been established, the Owners Corporation may have appointed a person or persons nominated by the vendor as strata manager or building manager to assist in:
 - (A) managing the Common Property and the Building;
 - (B) controlling the use of Common Property by persons other than the Owners Corporation and occupiers of lots in the Strata Scheme; or
 - (C) maintaining and repairing Common Property; or

- (ii) if the Owners Corporation has not been established, the vendor intends (but is not obliged) as soon as practicable after registration of the Strata Plan to procure that the Owners Corporation appoint a person or persons nominated by the vendor as a strata manager or building manager to assist in:
 - (A) managing the Common Property and the Building;
 - (B) controlling the use of Common Property by persons other than the owners and occupiers of lots in the Strata Scheme; or
 - (C) maintaining and repairing Common Property.
- (b) The purchaser or any proxy must vote in favour of any resolution or by-law required by the vendor with respect to the appointment of a managing agent or building manager after the date of the first annual general meeting of the Owners Corporation.
- (c) The purchaser is not entitled to Object to any matter referred to in this clause 51.

52. Vendor's Rights and disclosures

52.1 Creation and extinguishment of Rights

- (a) The purchaser acknowledges that:
 - (i) at the contract date, not all Rights may have been created; and
 - (ii) on completion, not all Rights in existence as at the contract date will continue to exist.
- (b) The vendor may, if it considers it necessary or desirable for the Owners Corporation or itself, create or enter into or extinguish any Right.

52.2 Selling and leasing activities

- (a) The purchaser agrees that both before and after completion the vendor and persons authorised by the vendor may:
 - (i) hold an auction or conduct selling and leasing activities on the Land, Common Property or in the Building;
 - (ii) place and maintain in, on and about the Land, Common Property or the Building (but not the Property) signs in connection with those selling or leasing activities;
 - (iii) operate a car share scheme on and about the Land, Common Property or the Building (but not the Property);
 - (iv) place and maintain in, on and about the Land, Common Property or the Building (but not the Property) an office or other facility for salespersons and managing agents; and
 - (v) use any unit as a demonstration unit for exhibition to prospective purchasers of any property within the Strata Scheme (other than the Property, which may be used as a demonstration unit only until the final inspection),

as the vendor in its absolute discretion thinks fit.

- (b) The purchaser agrees that it has no rights to display signage of any type (including, without limit, real estate sale or leasing signs) in locations visible from outside its Property or on or near the Property.

52.3 Public and recreational areas

- (a) The purchaser acknowledges that the Strata Scheme may include public and recreational areas.
- (b) The vendor discloses that:
 - (i) on registration of the Strata Scheme the Common Property may include (amongst other things) an area or areas dedicated to recreational facilities for use by the owners and occupiers of the residential lots within the Land in accordance with the provisions of the Scheme Documents; and
 - (ii) prior to registration of the Strata Plan, the vendor may (in the vendor's absolute discretion) amend the Scheme Documents to remove or replace the recreation and public areas contemplated in clause 52.3(b) as Common Property and to allocate other areas as Common Property.
- (c) The purchaser is not entitled to Object to any matter disclosed in this clause 52.3.

52.4 Exclusive use areas, Rights and telecommunications

The purchaser agrees that the vendor may before or after the date of registration of the Strata Plan:

- (a) determine that certain areas within the Building or forming part of the Common Property are to be exclusively used by certain persons or for certain purposes and that the vendor may cause appropriate by-laws or other measures or both to be created in order to establish such exclusive use rights;
- (b) create Rights to own or occupy the roof of the Building and to own and operate facilities on or servicing the roof of the Building, including cabling incidental to any such facilities;
- (c) create Rights in respect of telecommunications cabling for one or more telecommunication service providers to own and operate cabling and switch rooms on the Common Property and throughout the Building; and
- (d) create Rights in respect of Embedded Utilities including Rights in relation to ownership and operation of any works incidental to any such utilities.

52.5 Building works

The vendor discloses that:

- (a) the vendor may carry out or permit the carrying out of building works on the Land;
- (b) the vendor may construct or cause to be constructed improvements including, without limitation, structures, buildings, roads, footpaths, and access ways over any part of the Land; and
- (c) the vendor may refrain from doing any of these things.

52.6 Development Consent modification

- (a) The vendor discloses that the vendor may make:
 - (i) a new development application to the Relevant Authority; or
 - (ii) applications to the Relevant Authority under section 96 of the *Environmental Planning and Assessment Act 1979* (NSW) for approval of a modification of the existing Development Consent; or
 - (iii) other applications to Relevant Authorities to modify other planning controls that apply or may apply to the Land,including, but not limited to, applications in relation to any of the following:
 - (iv) staging construction;
 - (v) amending the timing or order of construction;
 - (vi) amending the number and layout of units in Buildings;
 - (vii) amending the number of levels in any Building;
 - (viii) relocating car spaces and amending car park entry and exits;
 - (ix) retaining Rights to operate facilities on or servicing the Building;
 - (x) amending external finishes;
 - (xi) any other development consent application required by the vendor; and
 - (xii) any modification of the existing Development Consent required by the vendor.
- (b) If the vendor does not obtain the Relevant Authority's approval for a new development application or of the modification of the existing Development Consent on terms satisfactory to the vendor (in its absolute discretion) then the vendor may proceed to carry out the development in accordance with any development consent.
- (c) The vendor is not required to obtain the purchaser's approval to an application for approval of any new development consent or modification of the existing Development Consent.

52.7 Development and other activities

- (a) The vendor discloses that there may be disruptions or inconveniences in connection with Development or other activities in the vicinity of the Land, including activities that may:
 - (i) cause noise, dust, odour, vibration and disturbance to owners and occupiers of the Building;
 - (ii) cause temporary interference with Services to the Building;
 - (iii) require access to the Land (including airspace over the Building and land under the Building); or

- (iv) obstruct or diminish views from the Building.
- (b) The landscaping to the Land may not be completed before the due date for completion of this contract, and the vendor may complete the landscaping in its absolute discretion in stages.
- (c) The purchaser warrants that it will not make a complaint in relation to any Development or to noise, dust, odour, vibration or disturbance emanating from Development or other activities on or in the vicinity of the Land unless it first establishes and documents the facts that:
 - (i) it occurs at times and in intensities forbidden by Relevant Authority consent; and
 - (ii) the entity responsible for the construction work has on more than two successive days refused reasonable requests by the purchaser to limit the times and intensities of noise to levels permitted by Relevant Authority consent.

52.8 Purchaser's confirmations

The purchaser confirms that:

- (a) this contract describes what the vendor is contracting to deliver and is obliged to deliver to the purchaser upon completion, despite any other materials that the purchaser has viewed, including any marketing material in relation to the Property;
- (b) if there is any specific matter which the purchaser wishes to be addressed in this contract, including any matter set out or described in any marketing material for the Property, then the purchaser should bring and has brought such matters to the vendor's attention prior to the contract date (or within any cooling off period that may apply) by inclusion of those matters in Attachment 8. Any matter that is set out in Attachment 8 overrides any contrary representation that has been made in this contract;
- (c) the vendor has not made any representations or warranties as to any financial return or income to be derived from the Property except those set out in this contract and as described in Attachment 8;
- (d) the purchaser has relied entirely on enquiries relating to the Property made by or on behalf of the purchaser, and the vendor (including its consultants) has not made any representation or warranty of any nature, except as set out in this contract and as described in Attachment 8;
- (e) the purchaser has made or procured its own inspections, investigations, examinations and enquiries in respect of all aspects of the Building and the Land including but without limitation the Property, construction of buildings, planning restrictions, building regulations and the suitability of the Building and the Land for the purpose for which the purchaser requires the Property; and
- (f) there is no other contract, agreement or warranty subsisting at the time of signing this contract which relates to the purchase of the Property by the purchaser.

52.9 Construction

In carrying out construction on other parts of the Land the vendor is permitted to do all matters reasonably necessary to complete the development of the Land, including without limitation:

- (a) construction of other buildings on the Land;
- (b) construction considered necessary by the vendor to establish utility infrastructure and utility services;
- (c) connect to, relocate or otherwise alter existing utility infrastructure;
- (d) interrupt utility services for short periods of time;
- (e) restrict access to parts of the Common Property, including the car park, by owners and occupiers for safety purposes as a result of construction activities and use parts of the Common Property for storing construction materials and vehicles;
- (f) have reasonable access over the Common Property, including the car park, for carrying out the works;
- (g) excavation and general construction earthworks and related activities;
- (h) construction of improvements generally; and
- (i) construction of Common Property including common property on other parts of the Land.

52.10 Car space and storage space

- (a) If this contract states that improvements include a car space or a storage space, the vendor may in its absolute discretion, before completion, determine whether the car space or the storage space:
 - (i) forms part of the lot comprised in the Property;
 - (ii) will be a separate utility lot; or
 - (iii) will be in a different location (if any) to that set out on the Strata Plan.
- (b) The vendor discloses and the purchaser acknowledges that:
 - (i) on site car spaces, exclusive of service and visitor spaces and storage spaces, are not to be used by any person other than an occupant or tenant of the Building. Any occupant, tenant, lessee or registered proprietor of the Building shall not enter into an agreement to lease, license or transfer ownership of any car space to any person other than an occupant or tenant in the Building and that a restriction on user or Right or both may be registered on title to the Property substantially in accordance with the terms of this clause 52.10;
 - (ii) a restriction pursuant to the *Strata Schemes Development Act 2015* (NSW), including a restrictive use condition in connection with section 63 of the *Strata Schemes Development Act 2015* (NSW), may burden all utility lot car spaces in the Strata Scheme; and
 - (iii) no car spaces in the Building can be used as storage space.

- (c) The vendor discloses and the purchaser acknowledges that:
 - (i) it may be a condition of the Development Consent that visitor parking spaces in the Building must not at any time be allocated, sold, transferred or leased to an individual owner or occupier and must strictly be retained as Common Property by the Owners Corporation for use by visitors of the Building; and
 - (ii) a restriction on user or Right or both may be registered on title to the Property or the Common Property or both substantially in accordance with the terms of this clause 52.10.
- (d) The vendor discloses and the purchaser acknowledges that any car space designated as an Adaptable Car Space can only be used for the parking of one vehicle.
- (e) The vendor discloses and the purchaser acknowledges that owners, tenants and occupiers of the Building may not be eligible to participate in any existing or proposed Council on-street resident parking schemes.
- (f) The purchaser agrees that pipes or conduits (or the like) for Services may before and after registration of the Strata Plan need to be located in or near Common Property or that part of the Property that is designated for car spaces or storage spaces and that Rights may need to be created in respect of such pipes or conduits (or the like), provided that such pipes, conduits (or the like) or Rights do not prevent the car spaces being utilised for parking of motor vehicles.
- (g) If a car space or storage space is sold with the Property the vendor may, prior to completion, change the location of the car space or storage space (or both) purchased and may in its absolute discretion determine whether the car space or storage space will be in a different location to that set out in the Strata Plan in the form attached to this contract.

52.11 Balconies

The purchaser acknowledges that Balconies forming part of the Building, whether covered or not, are external areas exposed to weather conditions, and are not designed to be internal living spaces.

52.12 Property address

The vendor discloses and the purchaser acknowledges that:

- (a) after the contract date the vendor may apply for further street addresses or a change in street address for the Property;
- (b) as at the contract date the vendor may not have obtained approval from the Council, Australia Post or any other Relevant Authority as to the address of the Land or the Property;
- (c) the address of the Property at completion or the lot number(s) relating to the Property shown in this contract may not be determined by the Relevant Authority or the vendor on the contract date;
- (d) the lot number may not be identical to the lot number for the Property shown in this contract; and
- (e) the final address of the Property may be different to that shown in this contract.

52.13 Adaptable Residential Apartments

Certain lots in the Strata Plan may comprise (in whole or part) Adaptable Residential Apartments. If applicable, these apartments are designed spatially so as to allow use by persons with a disability and may include a car space suitable for use by persons with a disability. Despite any other provision or schedule 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, codes, regulations or standards or the terms of any consent or approval.

52.14 Owners Corporation

The vendor may require the Owners Corporation to produce the certificate of title for the common property Titles Office from time to time to enable registration of the Strata Plan or to effect severance of a lot from the parcel or to record registration of an instrument or other dealing.

52.15 Voluntary planning agreement

The vendor may enter into a voluntary planning agreement with Council which may or may not be registered on title.

52.16 Garbage collection

The vendor discloses:

- (a) it may be a condition of the Development Consent that the Owners Corporation is required to enter into arrangements for waste collection with a private contractor; and
- (b) despite clause 52.16(a), a Relevant Authority may levy rates including for garbage collection.

52.17 Exclusive Use

Part of the Common Property may be allocated for the exclusive use of specific lot owners or occupiers or may be subject to special privileges for specific lot owners or occupiers for any purpose. As at the contract date the Strata Plan and any Scheme Document may not disclose the allocation. The vendor may include areas of the common property to be utilised by the Owners Corporation, including, for example, for use as office or storage space.

52.18 Consolidating lots

If the Property comprises more than one lot the vendor may in its sole discretion consolidate those lots and the unit entitlement for those lots into one lot on registration of the Strata Plan.

52.19 Telecommunications licences

The vendor may create such easements, common property rights by-laws and other rights as the vendor considers appropriate over Common Property to enable the installation and provision of telecommunication services from or to the Building.

52.20 Security keys/cards

The vendor discloses that:

- (a) owners and occupiers of the Strata Scheme may be issued security keys/cards to access those parts of the Building in which the Property is located and required to be accessed by that owner or occupier including the main entry, the car park basement, car park basement lifts and potentially other areas of the Building or Land;
- (b) owners and occupiers of the Strata Scheme may not be permitted to access all areas of the Strata Scheme and may not be permitted to access all areas of the Building or Common Property; and
- (c) the By-Laws may contain rules relating to access to various parts of the Strata Scheme and the use of security keys/cards including providing access to non-owners and non-occupiers under certain circumstances.

52.21 Landscaping

If the purchaser has inspected models or drawings of landscaping in and about the Strata Scheme, the vendor discloses that the landscaping drawings or models are indicative only. The landscaping areas are subject to final design and procurement and may therefore be different from that shown in the landscaping drawings and models.

52.22 Substation

The vendor may permit or procure the installation or operation of an electricity substation to service the Building to be located within the Land. In that event, the vendor may grant a lease or licence or easements for access and electricity purposes as may be required by Ausgrid, Energy Australia or other relevant person or Relevant Authority as the vendor considers appropriate.

52.23 Variation to apartment mix, numbers, floors and height

The vendor discloses that, subject to the vendor obtaining or having all relevant approvals, the vendor may (but is not obliged to):

- (a) vary the mix of residential apartments or dwellings in the Strata Scheme to include further apartments or other dwellings as the vendor may consider appropriate;
- (b) vary the mix, number or size of any utility lots in the Strata Scheme as the vendor may consider appropriate; and
- (c) change the height or number of floors of the finished Building from that contemplated on the contract date.

52.24 Building model

The vendor discloses that any model of the Building or the Property:

- (a) is indicative only;
- (b) may not necessarily be based on the final development application or Development Consent; and
- (c) may be different to the final building constructed on the Land.

52.25 Purchaser's obligations

In respect of any matter referred to in this clause 52, the purchaser:

- (a) Subject to the Division, is not entitled to Object;
- (b) must vote in favour of any motion for a general meeting resolution proposed by the vendor pursuant to its rights under this clause 52;
- (c) must vote against or abstain from voting 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 under this clause 52;
- (d) indemnifies the vendor against all losses, damages, liabilities, costs and expenses incurred by the vendor if the purchaser breaches this clause 52; and
- (e) if it contracts to sell the Property, will include in its contract for sale a provision in favour of the vendor requiring the purchaser under that contract to observe this clause 52 as though it were the purchaser under this contract.

53. Services

- (a) The purchaser is not entitled to Object to the location, lack of or Defect (latent or patent) in any Services or in respect of any Right required to be granted for any Services.
- (b) The purchaser acknowledges that the vendor has no responsibility for installation of Services other than those that the vendor may be required to provide by a Relevant Authority.
- (c) Without limiting clauses 53(a) and 53(b), the purchaser is not entitled to Object if an updated drainage diagram or sewer reference sheet showing connections after completion of the Building is not available on completion.

54. Representations and warranties

54.1 Representations and warranties

- (a) The purchaser has, in entering this contract, relied on its own inquiries relating to the Property, the Building and the Strata Scheme and has had the opportunity to seek independent legal advice. The purchaser warrants that, unless stated otherwise in this contract, the purchaser has not entered into this contract in reliance on any statement, representation, promise or warranty made by the vendor or on the vendor's behalf, including:
 - (i) any statement, representation, promise or warranty in respect of any matter relating to the Building, the Property, the Strata Scheme or any matter which has or may have an effect on the Property;
 - (ii) any negotiations or discussions held;
 - (iii) documents or brochures produced;
 - (iv) any representation about the view from the Property;
 - (v) images, computer generated images or content in connection with the Property, the Building and the Strata Scheme; or
 - (vi) the display suite and the sales office.
- (b) The vendor does not warrant or represent that any information or statements contained in or referred to in any advertising material made available or provided

by or on behalf of the vendor in connection with this contract is accurate or complete, including any marketing floor plans shown or provided by the vendor's agent or that any fixtures, finishes or designs, models of the Building or any virtual representations of the Building or the Property will be consistent with the Building or Property on completion.

54.2 Determination of the price and protection of commercial interests

- (a) The price stated on the front page of this contract and the terms of this contract were agreed between the vendor and the purchaser on the understanding that, without limitation:
 - (i) the subject matter of this contract is the Property and that there are rights, obligations and liabilities that arise or may arise in connection with the Property, including the provisions of this contract that allow changes to those rights, obligations and liabilities;
 - (ii) the purchaser has had reasonable opportunity to negotiate the terms of this contract; and
 - (iii) the terms of this contract do not cause a significant or material imbalance in the parties' rights and obligations which are not reasonably necessary to protect the parties' interests.
- (b) The parties agree that any imbalance in the parties' rights and obligations under this contract, whether significant, material or otherwise, is reasonably necessary to protect the legitimate interests of the vendor in:
 - (i) obtaining satisfactory finance for the development of the Strata Scheme;
 - (ii) limiting any increases in the costs of the development of the Strata Scheme;
 - (iii) complying with laws, approvals and Relevant Authority requirements and approvals relating to the development of the Strata Scheme, including adapting the development to comply with laws and approvals that may be uncertain;
 - (iv) paying third parties (for example, architects, engineers, planners, solicitors and others) from sale proceeds associated with the development of the Strata Scheme; and
 - (v) developing other lots and the Common Property in the Strata Scheme for the benefit of all purchasers of lots in the Strata Scheme,

and that the provisions of this contract are reasonably necessary to protect the vendor's legitimate commercial interests by providing the vendor flexibility in relation to:

- (vi) design and construction changes and the like; and
- (vii) the economic feasibility and viability of the development of the Land.

55. Encumbrances on title and charges

- (a) If any encumbrance (excluding a caveat lodged by or on behalf of the purchaser) to which this contract is not subject is noted on the certificate of title for the Property on completion then:

- (i) the purchaser must accept a duly executed discharge in registrable form which will remove the encumbrance together with the applicable registration fee; and
- (ii) when the vendor gives the purchaser the discharge, the vendor is regarded as having given the purchaser a transfer of the Property free from the encumbrance.
- (b) Despite any other provision of this contract, the vendor has no obligation to provide to the purchaser on completion a release or discharge (partial or full) of any security interest registered in relation to the vendor on the personal property securities register established under the *Personal Property Securities Act 2009* (Cth).
- (c) The purchaser must not Object to anything the subject of this clause 55.

56. Authority to accept service

- (a) The purchaser appoints the purchaser's solicitor as its agent to receive service of any legal process on its behalf without excluding any other means of service permitted by law.
- (b) Despite any other clause in this contract, service on the vendor can only be effected by service on the vendor's solicitor.
- (c) Service of any document on the vendor other than in accordance with this clause 56 is ineffective service.

57. Guarantee

- (a) In consideration of the vendor agreeing to enter into this contract with the purchaser, the Guarantor guarantees to the vendor the due and punctual payment by the purchaser of the Guaranteed Money and performance by the purchaser of the Guaranteed Obligations.
- (b) The Guarantor's obligations in this contract are principal obligations and may be enforced against the Guarantor without the vendor first being required to exhaust any remedy it may have against the purchaser.
- (c) This guarantee is a continuing guarantee. The Guarantor's obligations in this contract are absolute, unconditional and irrevocable. The liability of the Guarantor under this contract extends to and is not affected by any circumstance, act or omission which, but for this clause 57(c), might otherwise affect it at law or in equity.
- (d) In consideration of the vendor agreeing to enter into this contract with the purchaser, the Guarantor:
 - (i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract;
 - (ii) indemnify the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by, or which the vendor may incur, because:
 - (A) the Guaranteed Obligations are unenforceable; or

- (B) the Guaranteed Money is not recoverable from the purchaser or is repaid after it has been recovered; and
- (iii) must pay on demand any money due to the vendor under this indemnity.
- (e) If the vendor assigns or transfers the benefit of this contract or novates this contract, the assignee, transferee or novatee receives the benefit of the Guarantor's obligations under and in connection with this clause.
- (f) This contract is legally binding as between the vendor and purchaser even if any Guarantor has not executed it.
- (g) If any Guarantor has not executed this contract, then the vendor may on request require the purchaser to arrange for each Guarantor to execute a deed of guarantee in substantially the same form as this clause 57 within 14 days of the vendor's request. This clause 57(g) is an essential term of this contract.

58. FIRB

58.1 Contract conditional

- (a) If the front page of this contract notates "yes" in the section "Does any purchaser require FIRB Approval?", this contract is subject to and conditional upon the purchaser obtaining FIRB Approval within 40 days of the contract date and clauses 58.2 to 58.4 apply.
- (b) Clauses 58.2 to 58.4 do not apply if the front page of this contract does not notate "yes" in the section "Does any purchaser require FIRB Approval?".

58.2 Purchaser to use reasonable endeavours

- (a) The purchaser must use all reasonable endeavours to obtain FIRB Approval before the date specified in clause 58.1.
- (b) The purchaser must lodge a proper and complete application for FIRB Approval within 10 business days of the contract date. Time is of the essence in regard to the purchaser's obligations under this clause 58.2.
- (c) The purchaser must provide to the vendor a copy of the purchaser's application for FIRB Approval within 3 business days of lodging it and a copy of the FIRB Approval within 3 business days of receiving it.

58.3 Condition not achieved

- (a) Subject to clause 58.3(b), if the purchaser does not obtain FIRB Approval within 40 days of the contract date and the purchaser is not in breach of its obligations under clauses 58.2 and 58.3, then the purchaser may rescind this contract by serving notice in writing on the vendor.
- (b) If the purchaser wishes to exercise rights under clause 58.3(a), it must provide evidence to the satisfaction of the vendor that the purchaser has not obtained FIRB Approval and is not otherwise in breach of this contract.
- (c) The vendor may rescind this contract by giving notice in writing to the purchaser in the event that:
 - (i) the purchaser has not obtained FIRB Approval within 40 days of the contract date; or

- (ii) the purchaser has not confirmed to the vendor in writing within 45 days of the contract date that the purchaser has obtained FIRB Approval.

58.4 Deposit

Where the purchaser or the vendor validly rescinds the contract pursuant to clause 58.3, so much of the deposit actually paid will be paid to the purchaser less any administration costs incurred by the vendor and a fee payable to the vendor's solicitor of \$250 plus GST for administering this clause. Any interest accrued on the deposit will be paid to the vendor or as the vendor directs the depositholder.

58.5 Purchaser's warranty

If the front page of this contract does not notate "yes" in the section "Does any purchaser require FIRB Approval?", the purchaser warrants on the contract date and again on the date for completion and on completion that FIRB Approval is not required for the purchase of the Property by the purchaser or for the purchaser to enter into or perform its obligations under this contract.

58.6 Purchaser's indemnity

- (a) The purchaser acknowledges that the vendor relies on the purchaser's warranty contained in clause 58.5.
- (b) The purchaser indemnifies the vendor against all actions, claims, suits, losses, damages, liabilities, costs and expenses including any consequential loss which the vendor may incur or may become liable for as a consequence of the vendor having relied upon the purchaser's warranty when entering into this contract.

58.7 Right to terminate

If the purchaser breaches the warranty in clause 58.5 the purchaser is in default under this contract in an essential respect and the vendor can terminate this contract with immediate effect by serving a notice on the purchaser. Upon termination, and without limitation to any other rights or remedies of the vendor, the deposit paid by the purchaser will be forfeited to the vendor as its absolute property.

59. Not Used

60. Deposit

60.1 Deposit

- (a) Despite any other provision in this contract, the purchaser must pay the deposit to the depositholder on or before the contract date.
- (b) If the vendor accepts payment of the deposit by instalments then, despite any other provision of this contract to the contrary, the purchaser must pay:
 - (i) on the contract date, the amount required to be paid by the vendor; and
 - (ii) subject to clause 60.1(c), on or before 5 pm on the date that is 10 business days after the contract date (unless a later date has been approved in writing by the vendor), the balance of the deposit (so that the deposit being held by the depositholder is 10% of the price),

and in respect of the purchaser's obligations under clauses 60.1(b)(i) and 60.1(b)(ii), time is essential.

- (c) If the vendor notifies the purchaser in writing that the balance of the deposit payable under clause 60.1(b)(ii) may be paid at a later time, then that time is also essential.

60.2 Investment of the deposit

- (a) The parties authorise and direct the depositholder to invest the deposit in an interest bearing account with a financial institution selected by the depositholder.
- (b) The purchaser must provide the depositholder with the purchaser's tax file number on or before the contract date by completing the tax file number and FIRB notification form available from the vendor.
- (c) The purchaser must provide the depositholder with any other information or assistance necessary for the purposes of the investment of the deposit. If the purchaser fails to do so within 10 business days after the contract date (and in this respect time is of the essence) then, despite any other provision in this contract to the contrary, all interest earned on the investment of the deposit will be paid to the vendor.
- (d) If this contract:
 - (i) is properly terminated, the party that properly terminates this contract is entitled to the deposit and any interest earned on the investment of the deposit and the parties authorise the depositholder to release the deposit and all interest earned on the investment of the deposit to the party that properly terminates this contract;
 - (ii) is disclaimed by a liquidator or trustee in bankruptcy appointed to the purchaser, the parties authorise the depositholder to release the deposit and all interest earned on the deposit to the vendor; or
 - (iii) is rescinded on account of breach by the vendor, the purchaser is entitled to the deposit and any interest earned on the investment of the deposit and the parties authorise the depositholder to release the deposit and all interest earned on the investment of the deposit to the purchaser.
- (e) If for any reason other than default on the part of the vendor, the purchaser does not complete this contract on or before the date for completion, the vendor is entitled to all interest earned on the investment of the deposit and the parties authorise the depositholder to release the interest earned on the investment of the deposit to the vendor.
- (f) If clauses 60.2(d) and 60.2(e) do not apply, on completion each party becomes entitled to a half share of the interest earned on the investment of the deposit and the parties authorise the depositholder to release a half share of the interest earned on the deposit to both the purchaser and the vendor.
- (g) The parties authorise the depositholder to deduct its reasonable administrative costs of \$250 plus GST on account of investing and redeeming the deposit from the interest accrued on the deposit and the purchaser will allow the balance of such amount to the deposit holder on completion.
- (h) The parties agree to indemnify the depositholder for the costs of preparing and lodging any income tax return required in respect of the investment of the deposit and authorise the depositholder to deduct those costs from the interest earned on the deposit.

- (i) The depositholder has no obligation to invest the deposit:
 - (i) until the purchaser gives the depositholder its tax file number (unless the purchaser is a Foreign Person) and, if the purchaser fails to provide its tax file number within 10 business days after the contract date, it has no entitlement to interest earned on the deposit;
 - (ii) unless the deposit is paid in cash and is equal to a minimum of 10% of the price;
 - (iii) until the whole of the deposit is paid; or
 - (iv) if the date for completion is anticipated to be less than 180 days after the contract date.
- (j) The parties agree that the depositholder may terminate the investment of the deposit at any reasonable time prior to completion of this contract, so that the deposit and accrued interest will be available at completion or as soon as reasonably practicable after completion. At no time is the vendor or the purchaser entitled to receive any of the interest earned on the investment of the deposit before this contract is completed or terminated.
- (k) The depositholder is not liable to the vendor or purchaser for loss of interest on the deposit, however occurring.
- (l) Despite any other provision of this clause 59, the purchaser is not entitled under any circumstance to interest earned on the deposit after the adjustment date.

61. Bank Guarantee

61.1 Application

This clause applied only if the purchaser has paid the deposit by way of Bank Guarantee and the vendor has accepted the Bank Guarantee. The vendor reserves the right to reject a Bank Guarantee for any reason and with the intention that this clause is paramount to the other provisions contained in clause 61.

61.2 Bank Guarantee provided as deposit

- (a) Subject to this clause and clause 61.1, the delivery of the Bank Guarantee within 14 days of the contract date, to the vendor's solicitor will, to the extent of the amount guaranteed under the Bank Guarantee, be deemed for the purposes of this contract to be payment of the deposit in accordance with this contract.
- (b) The vendor acknowledges that payment by the issuer of the Bank Guarantee will, to the extent of the amount paid, be in satisfaction of the purchaser's obligation to pay the deposit under this contract.

61.3 Payment of deposit

The purchaser must pay the amount stipulated in the Bank Guarantee to the vendor by unendorsed bank cheque on the earlier of completion or within 2 business days of the vendor serving a notice on the purchaser claiming forfeiture of the deposit.

61.4 Claiming of deposit

If the purchaser does not comply with clause 61.3 the purchaser is immediately in breach of an essential condition of this contract and the vendor may without notice to the

purchaser demand payment of the amount stipulated in the Bank Guarantee from the issuer of the Bank Guarantee.

61.5 Bank Guarantee to remain valid

- (a) The Bank Guarantee must be and must remain valid until the Completion Sunset Date.
- (b) If for any reason the Bank Guarantee is not valid or ceases to be valid and the vendor serves notice in writing on the purchaser requiring a valid Bank Guarantee to be issued or substituted, or a deposit satisfactory to the vendor to be provided, the purchaser must deliver to the vendor a valid Bank Guarantee or satisfactory deposit within 10 business days of the vendor serving notice.
- (c) If the purchaser does not replace the Bank Guarantee or provide a deposit satisfactory to the vendor within 10 business days of the vendor serving the notice, the vendor is entitled to call on the Bank Guarantee and the proceeds will be held in trust by the depositholder and dealt with as a the deposit under the terms of this contract.

61.6 Replacement of Bank Guarantee

If at any time the Bank Guarantee has an expiry date which occurs earlier than the Completion Sunset Date or extended Completion Sunset Date, the purchaser must replace the Bank Guarantee with either a bank cheque in favour of the vendor's solicitors for the deposit, or a replacement Bank Guarantee which has an expiry date occurring after the Completion Sunset Date. The purchaser must replace the Bank Guarantee on written demand by the vendor. If the purchaser does not replace the Bank Guarantee within 5 business days of receiving the demand, the vendor is entitled to call on the Bank Guarantee and the proceeds will be held in trust by the vendor's solicitor with as a deposit under the terms of this contract.

61.7 Substitute Bank Guarantee - replacement beneficiary

If the vendor at any time notifies the purchaser in writing that it requires the Bank Guarantee to be reissued to a party other than the vendor, the purchaser must at the vendor's expense, have the Bank Guarantee reissued and delivered to the vendor's solicitor within 10 business days of receiving the vendor's notice in writing. If the purchaser does not replace the Bank Guarantee within 10 business days of receiving the notice, the vendor is entitled to call on the Bank Guarantee and the proceeds will be held in trust by the vendor's solicitor and dealt with as a deposit under the terms of this contract.

61.8 Essential conditions

It is an essential condition of this contract that the purchaser complies with clauses 61.3, 61.5, 61.6 and 61.7. If the purchaser does not comply with its obligations under those clauses, the vendor may in its absolute discretion:

- (a) terminates this contract and demand payment of the Bank Guarantee; or
- (b) treat the non-compliance as a deemed failure to pay the deposit under clause 2.1 of the Standard Form.

61.9 Application to replaced or substituted Bank Guarantee

The provisions of this clause apply to any replaced or substituted Bank Guarantee.

62. Disposal by purchaser

- (a) The purchaser must not before completion, without written agreement of the vendor:
 - (i) negotiate, advertise or offer to Dispose of the Property; or
 - (ii) enter into or offer to enter into any contract, deed or other arrangement to Dispose of the Property, other than to a financier for the purposes of financing the purchase of the Property by the purchaser.
- (b) The purchaser must not at any time, including after completion, use any of the vendor's marketing materials for any reason, including in connection with the Disposal of the Property, without the vendor's prior written consent (which may be withheld or given subject to conditions in the vendor's absolute discretion). This clause does not merge on completion.

63. Privacy Act

63.1 Consent

The purchaser consents to its Personal Information being:

- (a) used by the vendor or its Associates:
 - (i) in connection with their business; or
 - (ii) as specified in any applicable privacy statement; and
- (b) disclosed by the vendor or its Associates:
 - (i) if required or permitted by law;
 - (ii) as specified in any applicable privacy statement; and
 - (iii) to any person with whom they deal in connection with their business, including persons who are overseas.

63.2 Collection of information

The purchaser acknowledges and agrees that the vendor and its Associates may collect information about the purchaser set out in this contract or made available to the vendor in relation to this contract and that the vendor and its Associates may disclose that information in relation to this contract to:

- (a) their agents (or prospective agents);
- (b) their financiers or financial advisers (or prospective financiers or financial advisers);
- (c) external service providers (including solicitors, insurers and accountants); and
- (d) any person with whom the vendor or its Associates deals with in connection with their business, including persons who are overseas.

63.3 Prohibited Entities

The purchaser represents and warrants that:

- (a) it is not a Prohibited Entity;
- (b) it is not owned or controlled by, and does not act on behalf of, a Prohibited Entity;
- (c) no person who has any direct or indirect interest in the purchaser, including shareholders, stockholders, members, partners and other investors is a Prohibited Entity;
- (d) no Prohibited Entity obtains a legal or equitable interest in the Property because the purchaser enters into or completes this contract; and
- (e) it is in material compliance with all laws, statutes, rules and regulations of any federal, state or local government agency or authority of Australia, including Part 4 of the *Charter of the United Nations Act 1945* (Cth) and Part 5.3 of the *Criminal Code Act 1995* (Cth).

64. General

64.1 Merger

The rights and obligations of the parties will not merge on completion of this contract. All provisions of this contract will have application after completion for as long as necessary to give effect to the operation of those provisions.

64.2 Severance

Any provision of this contract that is prohibited or unenforceable is ineffective to the extent of the prohibition or unenforceability but the validity or enforceability of the remaining provisions of this contract will not be affected.

64.3 Variation and waiver

- (a) A variation of any term of this contract must be in writing and signed by the parties.
- (b) A waiver of a condition of the operation of this contract must be in writing and signed by the party having the benefit of the condition.

64.4 Entire Contract

This contract constitutes the entire agreement between the parties in respect of its subject matter. In particular, the parties acknowledge that no oral statement communicated between the parties or their agents and representatives or written material provided on behalf of a party, by its agent or representative (**Communication**) has been interpreted as in any way qualifying the terms of this contract, and that no Communication in future will be interpreted as qualifying the terms of this contract unless confirmed as a variation.

64.5 Continuing obligations

- (a) Each indemnity by the purchaser in this contract is a continuing obligation, separate and independent from the purchaser's other obligations and survives completion of this contract.
- (b) It is not necessary for the vendor to incur expenses or to make any payment before enforcing a right of indemnity conferred by this contract. The purchaser must pay on demand any amount it must pay under an indemnity in this contract.

- (c) To the extent permissible by law, a reference in this contract to the vendor in any release or indemnity includes a reference to the vendor and its Associates including any ultimate holding company of the vendor.
- (d) To the extent permissible by law, a reference in this contract to the vendor in any release or indemnity includes a reference to the vendor and its Associates including any ultimate holding company of the vendor.

64.6 Liability and claims

- (a) If a claim made by or on behalf of the purchaser is withdrawn by or on behalf of the purchaser on or before completion, the purchaser irrevocably agrees that its claim shall be wholly withdrawn and forfeited and that the purchaser will have no right to make any claim in relation to the same or similar subject matter at any time on or from completion.
- (b) If:
 - (i) this contract is rescinded by any party;
 - (ii) or terminated (other than by performance) by the purchaser,
 the purchaser will not have any claim against the vendor for damages, costs or expenses whatsoever.

64.7 No disparaging comments

The purchaser promises not to make, nor allow any other person to make, or consent to any other person making, any negative, derogatory or disparaging comments about the vendor, its directors, officers, employees, solicitors or related bodies corporate or any representatives, agents, solicitors, contractors or builders of the vendor or the manner of the conduct of the development of the Building, the Building itself or the Property.

65. E - Contract

65.1 Electronic execution and consents under Electronic Transactions Act 2000 (NSW)

- (a) Each party consents to this contract being signed by any other party in accordance with an electronic communication method that is approved by the vendor.
- (b) Clause 65.2 does not apply if this contract is exchanged in customary paper form.

65.2 Dispensing with counterparts

The parties to this contract agree that, despite any custom, practise or code otherwise followed in respect of contracts for the sale of land, this contract:

- (a) is made on its execution by all parties to it;
- (b) need not be executed and exchanged in counterparts; and
- (c) constitutes an original document in an electronic format.

65.3 Vendor may require a paper form contract

- (a) The vendor may require by notice to the purchaser that the purchaser sign a customary paper form contract on substantially the same terms as this contract (**Paper Contract**).
- (b) If the vendor serves a notice pursuant to clause 65.3(a), the purchaser must sign and deliver to the vendor's solicitor the Paper Contract accompanying that notice within 14 days.
- (c) If the purchaser does not comply with clause 65.3(b), then the purchaser appoints the vendor and its authorised representative (jointly and separately) as its attorney to comply with that clause.
- (d) The parties acknowledge and agree that a Paper Contract is only intended to record the detailed terms of the contract in paper form, and confirm that they intend to be and will be bound by the contract on the date of this document.

66. Trustee purchaser

If the purchaser enters into this contract as trustee of any trust (**Purchaser Trust**) (and whether or not the vendor has notice of the Purchaser Trust) the purchaser:

- (a) acknowledges that the purchaser is bound under this contract both personally and in the purchaser's capacity as trustee of the Purchaser Trust;
- (b) warrants to the vendor that:
 - (i) the Purchaser Trust is validly created and is in existence;
 - (ii) the purchaser will disclose fully to the vendor the terms of the Purchaser Trust on request;
 - (iii) the purchaser possesses unqualified power under the Purchaser Trust to enter into this contract;
 - (iv) any consent, approval or resolution necessary to enable the purchaser to enter and discharge the purchaser's obligations under this contract has been obtained or passed; and
 - (v) the purchaser holds the purchaser's interest under this contract:
 - (A) in the proper exercise of the purchaser's powers under the Purchaser Trust; and
 - (B) for the benefit of the beneficiaries or objects of the Purchaser Trust;
- (c) must ensure that between the contract date and the final discharge of the purchaser's obligations under this contract there does not occur without the vendor's consent (that consent not to be unreasonably withheld) any of the following events:
 - (i) amendment or revocation of the Purchaser Trust;
 - (ii) removal or retirement of any trustee of the Purchaser Trust;
 - (iii) appointment of a new or additional trustee of the Purchaser Trust;

- (iv) use of the Purchaser Trust assets for a beneficiary's or an object's own purposes, unless pursuant to the terms of the Purchaser Trust;
- (v) distribution, resettlement or transfer of the Purchaser Trust assets;
- (vi) anything that might result in the trustee's entitlement to its indemnity from the Purchaser Trust assets or the beneficiaries being diminished;
- (vii) acceleration of the vesting date or termination of the Purchaser Trust; or
- (viii) the purchaser as trustee:
 - (A) incurring a debt;
 - (B) lending money;
 - (C) giving a guarantee or indemnity;
 - (D) encumbering a Purchaser Trust asset;
 - (E) mixing Purchaser Trust assets;
 - (F) comprising a claim in relation to any Purchaser Trust asset;
 - (G) parting with possession of a Purchaser Trust asset;
 - (H) delegating any of the purchaser's trustee's powers; or
 - (I) increasing the purchaser's trustee remuneration,
- (d) other than in the proper exercise of the purchaser's duties under the Purchaser Trust.

67. Limitation of liability

- (a) The vendor enters into this contract only in its capacity as the trustee of its trust. Subject to clause 67(b) but notwithstanding any other provision of this contract:
 - (i) references to the vendor in this contract are to that vendor in its capacity as trustee of its trust unless otherwise expressly stated;
 - (ii) any liability of that vendor arising under or in connection with this contract is strictly limited, and can be enforced against that vendor, only to the extent to which it is actually indemnified out of the assets of its trust in respect of that liability;
 - (iii) the limitation of the vendor's liability contained in clause 67(a)(ii) applies despite any other provision of this contract and extends to all liabilities and obligations of the vendor in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this contract; and
 - (iv) the purchaser may not sue the vendor in any capacity other than as trustee of its trust, including seeking the appointment of a receiver or receiver and manager (except in relation to assets of the trust), a liquidator, an administrator or any similar person to the vendor or prove in any liquidation, administration or arrangement of or affecting the vendor (except in relation to assets of the trust).

- (b) Clauses 67(a)(ii) and 67(a)(iv) will not apply to any obligation or liability of the vendor to the extent it is not so satisfied because under the trust deed relating to the trust or by operation of law there is a reduction in the extent of the vendor's indemnification out of the assets of its trust, or that indemnification is extinguished, as a result of the vendor's fraud, gross negligence or breach of trust.
- (c) No attorney, agent, receiver or receiver and manager appointed in accordance with this contract has authority to act on behalf of the vendor in a way which exposes the vendor to any personal liability and no act or omission of any such person will be considered to constitute fraud, gross negligence or breach of trust of the vendor for the purpose of clause 67(b).
- (d) The vendor is not obliged to do or refrain from doing anything under this contract (including incurring any liability) unless the vendor's liability is limited in the same manner as set out in clauses 67(a), 67(b) and 67(c).

68. GST - Residential withholding

- (a) For the purposes of this clause:
 - (i) **ATO** means Australian Taxation Office.
 - (ii) **GST** is as defined in the GST Act.
 - (iii) **Commissioner** means the Commissioner of Taxation.
 - (iv) **Financial Settlement Schedule** means the financial settlement schedule under PEXA.
 - (v) **Form 1 Notice** means a GST property settlement withholding notification required to be given by the purchaser in accordance with section 16-150(2) of Schedule 1 to the TA Act.
 - (vi) **Form 2 Notice** means a confirmation of settlement required to be submitted on completion of this contract by the purchaser, having given a Form 1 Notice.
 - (vii) **RW Payment** means a payment which the purchaser must make under s14-250 of Schedule 1 to the TA Act
- (b) If Subdivision 14-E of Schedule 1 to the TA Act applies to the sale of the Property, then the following subclauses will apply.
- (c) If the purchaser is required to make an RW Payment in respect of this contract, the purchaser must:
 - (i) give the Commissioner a Form 1 Notice:
 - (A) within 5 days after receiving a Registration Notice; or
 - (B) at such earlier time required under section 16-150 of Schedule 1 of the TA Act;
 - (ii) serve the developer's solicitor within 2 days of receipt, with a copy of the confirmation received from the ATO on lodgment of the Form 1 Notice, which includes details of the Lodgement reference number (LRN) and Payment reference number (PRN) (**Confirmation Notice**); and

- (iii) on completion:
 - (A) give the vendor a bank cheque payable to the Commissioner for the RW Payment amount; or
 - (B) if the parties have agreed to complete through PEXA, pay the RW Payment by electronic funds transfer to the account nominated by the Commissioner in the Financial Settlement Schedule.
- (d) At completion, the purchaser must give the vendor:
 - (i) a declaration by the purchaser confirming that the transaction details provided in the Confirmation Notice are true and correct; and
 - (ii) a written direction to the vendor and the vendor's solicitor authorising it to complete, on behalf of the purchaser, a Form 2 Notice.
- (e) After completion, the vendor will:
 - (i) forward to the ATO any bank cheque received under clause 68(c)(iii)(A); and
 - (ii) cause the a Form 2 Notice to be completed and submitted on behalf of the purchaser.
- (f) If the purchaser fails to comply with clause 68(c), the purchaser will be in breach of this contract in an essential respect.
- (g) This clause will not merge on completion.

69. Conditional contract

- (a) In order to complete construction of the Building and to have approval for the Property, the vendor requires one or more modifications of the Development Consent under section 4.55 of the *Environmental Planning and Assessment Act 1979* (NSW) on terms and conditions satisfactory to the vendor in the vendor's absolute discretion (**Satisfactory Modification**).
- (b) The vendor must serve notice on the purchaser when it has obtained a Satisfactory Modification (**Satisfactory Modification Notice**).
- (c) If the vendor has not served a Satisfactory Modification Notice on the Purchaser by the Approval Sunset Date:
 - (i) the vendor can rescind this contract by serving notice on the purchaser at any time after the Approval Sunset Date but before completion; and
 - (ii) the purchaser can rescind this contract by serving notice on the vendor within 10 business days after the expiry of the Approval Sunset Date provided that, at the time of service, the vendor has not served a Satisfactory Modification Notice. Time is of the essence in connection with the exercise by the purchaser of its rights under this clause 69(c)(ii).
- (d) In this clause 69, Approval Sunset Date means 1 December 2019.

List of attachments

The purchaser acknowledges that the matters referred to in the following attachments to this contract are disclosed and clearly described in this contract:

1. Schedule of Finishes
2. Prescribed Documents
3. Strata Plan
4. Strata Instrument
5. By-Laws
6. Requisitions
7. Answers to Requisitions
8. Additional Purchaser Conditions and Reliance
9. Layout Plan

Attachment 1

Schedule of Finishes

APARTMENTS INTERIORS

ENTRY, LIVING & DINING

| | |
|-----------|--|
| Floor: | Timber Flooring |
| Walls: | Painted plasterboard |
| Ceilings: | Combination of shadow line and square set detail |
| Skirting: | Timber with painted finish |

KITCHEN

| | |
|-----------------------------|--|
| Floor: | Timber Flooring |
| Walls: | Painted plasterboard |
| Ceiling: | Painted plasterboard with square set detail |
| Bench tops: | 20mm Reconstituted Stone |
| Bench tops: | 20mm Calcutta Reconstituted stone (Premium upgrade pack) |
| Splashback: | Tiled Splashback |
| Splashback Lighting: | Led Strip (Premium upgrade pack) |
| Cupboards: | Polyurethane finish and or laminate to cupboard doors and drawers or other |
| Cupboards: | Extended Laminate finish of fridge (Premium upgrade pack) |
| Tap ware: | Chrome mixers tap |
| Sink: | Under Mount |

WHITEGOODS

| | |
|-------------------|--|
| Oven: | Westinghouse made stainless steel oven |
| Gas cooktop: | Westinghouse made gas stainless steel 4 burner cooktop |
| Range hood: | Under mount range hood |
| Dishwasher | Westinghouse made dishwasher |
| Dryer: | Wall hung dryer |
| Fridge: | Integrated Fridge Haier 450ML Fridge (Premium upgrade pack) |
| Microwave: | Integrated Westinghouse Microwave (Premium upgrade pack) |

BEDROOMS & ROBES

| | |
|---------------|--|
| Floor: | Selected Carpet blend |
| Walls: | Painted plasterboard |
| Ceiling: | Painted plasterboard with combination of shadow line and square set detail |
| Skirtings: | Timber with painted finish |
| Wardrobes: | Framed mirror glass sliding robe |
| Floor: | Timber Flooring (Optional with Upgrade) |

BATHROOM & ENSUITE

| | |
|----------------------|--|
| Floor, feature wall: | Selected tile |
| Walls: | Selected tile |
| Ceiling: | Painted plasterboard with square set detail |
| Basin: | Wall Hung with Vitreous china or reconstituted stone top |
| Toilet suite: | White vitreous china, dual flush |
| Tapware: | Polished chrome mixers |
| Shower screen: | Semi-frameless and or fixed glass shower screen |
| Accessories: | Polished chrome |
| Exhaust: | Ducted mechanical ventilation |

LAUNDRY

| | |
|---------------|---|
| Floor: | Selected tile and skirting |
| Walls: | Painted plasterboard with ceramic tile splashback |
| Ceiling: | Painted plasterboard with square set detail |
| Laundry sink: | Stainless steel sink unit |
| Tap ware: | Polished chrome |

COMMON AREA FOYERS & CORRIDORS

| | |
|-----------------|---------------------------------------|
| Foyer Floor: | Select blend carpet and/or tile |
| Corridor Floor: | Select blend carpet and/or tile |
| General Walls | Painted plasterboard or cement render |
| Ceilings: | Painted plasterboard |

GENERAL & COMMON AREAS

| | |
|--------------------|--|
| Hot Water System: | Centralized hot water system and/or Individual instantaneous heaters |
| Security: | Audio/video intercom system Electronic access control to lobby entry and car parks |
| IT/Communications: | Telephone point to master bedroom and Living Area TV points to living room and master bedroom |
| Basement car park: | Concrete slab Caged Storage (where applicable) Car spaces numbered and line marked |

GENERAL CONSTRUCTION

| | |
|---------------------------|---|
| Floors: | Concrete Slab |
| External Walls: | Hebel/masonry with cladding and/or steel stud framed with cladding |
| Roof: | Concrete slab |
| External glazing: | Glazed powder coated aluminium framed |
| Walls between apartments: | Fire rated acoustically treated wall system with plasterboard lining and paint finish |
| Internal Doors: | Painted |
| Street Entry Door: | Glass security doors |
| Door Hardware: | Selected lever handles |
| Lighting: | Down lights and or Oyster lights |
| Air Conditioning: | Split system main living area |
| Balcony Doors/Windows: | Glazed powder coated aluminium framed |
| Balcony floor: | Selected tiles |



COLOUR SCHEME SELECTION NOTICE LUMINA APARTMENTS

Please indicate which Colour Scheme selection you require for your apartment by clearly marking the box below. Should you have purchased more than one apartment, please complete a separate Notice for each apartment, clearly indicating the apartment number on each separate Notice.

COLOUR SCHEME SELECTION:

Please mark only one Scheme with a cross.

Apartment Number: _____ (as stated on the cover page of your Contract for Sale of land).

Lot Number: _____ (as stated on the cover page of your Contract for Sale of land).

Dawn (Light Scheme):

☐

Dusk (Dark Scheme):

☐

Signed: _____

Print Name: _____

Date: _____



PREMIUM PACKAGE SELECTION NOTICE LUMINA APARTMENTS

Please indicate which Upgrade Option Selection (if any) you require for your apartment by clearly marking (by ticking the relevant cost) for your selection below.

Should you have purchased more than one apartment, please complete a separate Notice for each apartment, clearly indicating the apartment number on each separate Notice.

The cost for each item nominated below will be added to your base apartment purchase price and will become payable at the same time as settlement.

PREMIUM PACKAGE SELECTION:

Please mark only one Scheme with a cross.

Apartment Number: _____ (as stated on the cover page of your Contract for Sale of land).

Lot Number: _____ (as stated on the cover page of your Contract for Sale of land).

Premium Upgrade Packages (Additional cost inc. GST)

Timber flooring to Bedrooms

1 Bedroom

☐

\$1200

2 Bedroom

☐

\$2300

3 Bedroom

☐

\$3400

Wall Mounted Split System Air-Conditioner
to Bedrooms

☐

\$3895

☐

\$6285

☐

\$7285

Premium Marble inspired Benchtop
Extended LED Splashback lighting
Integrated Fridge with extended laminate finish
Westinghouse microwave with integration kit

☐

\$5999

☐

\$5999

☐

\$5999

Total value of upgrades: \$ _____

Signed: _____

Print Name: _____

Date: _____

Attachment 2 Prescribed Documents

- Title searches
- Instruments and documents referred to in the title searches
- Planning certificates issued under section 149 (2) and (5) of the *Environmental Planning & Assessment Act 1979* (NSW)
- Sewer reference sheet and sewer diagram



FOLIO: 210/1205092

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|------------|
| ----- | ---- | ----- | ---- |
| 10/4/2018 | 9:30 AM | 3 | 17/11/2016 |

LAND

LOT 210 IN DEPOSITED PLAN 1205092

AT PENRITH

LOCAL GOVERNMENT AREA PENRITH

PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND

TITLE DIAGRAM DP1205092

FIRST SCHEDULE

URBAN APARTMENTS PTY LIMITED

(T AK565791)

SECOND SCHEDULE (2 NOTIFICATIONS)

- | | | |
|---|---------|--|
| 1 | J38042 | RIGHT(S) MORE FULLY SET OUT IN J38042 APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND COMPRISED IN DP104189 |
| 2 | P850417 | EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN AS PROPOSED EASEMENT FOR STORMWATER 10 METRE(S) WIDE & VARIABLE WITHIN LOT 8 IN DP583998 |

NOTATIONS

UNREGISTERED DEALINGS: PP SP96468.

*** END OF SEARCH ***

1708843

PRINTED ON 10/4/2018

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

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet 1 of 3 (sheet)

SCHEDULE OF LINES

| No. | Bearing | Distance |
|-----|------------|--------------------|
| 1 | 340°40'35" | 4.055 |
| 2 | 244°49'10" | 5.315 |
| 3 | 338°12'20" | 5.655 |
| 4 | 68°12'20" | 4.245 |
| 5 | 154°49'10" | 4.485 |
| 6 | 340°40'35" | 5.415 |
| 7 | 70°40'35" | 4.42 |
| 8 | 158°12'20" | 4.245 |
| 9 | 248°12'20" | 5.655 |
| 10 | 70°40'35" | 5.695 |
| 11 | 158°12'20" | 5.655 |
| 12 | 203°12'20" | 5.85 |
| 13 | 203°12'20" | 8.8 |
| 14 | 198°52'55" | 7.02 |
| 15 | 67°17'20" | 9.305 |
| 16 | 337°16'25" | 7.58 |
| 17 | 68°12'20" | 4.245 |
| 20 | 0°03'05" | 4.275 (DP1184495) |
| 21 | 149°55'40" | 26.08 (DP1184498) |
| 22 | 4°14' | 16.46 |
| 23 | 65°43'15" | 23.43 |
| 24 | 84°08'45" | 7.14 (DP1201424) |
| 25 | 303°37'25" | 18.285 (DP1201424) |

SCHEDULE OF CURVED BOUNDARIES

| No. | Bearing | Chord | Arc | Radius |
|-----|------------|-------|-------|--------|
| 18 | 172°29'25" | 3.065 | 3.215 | 3 |
| 19 | 162°33'10" | 6.515 | 7.095 | 5 |

SCHEDULE OF REFERENCE MARKS

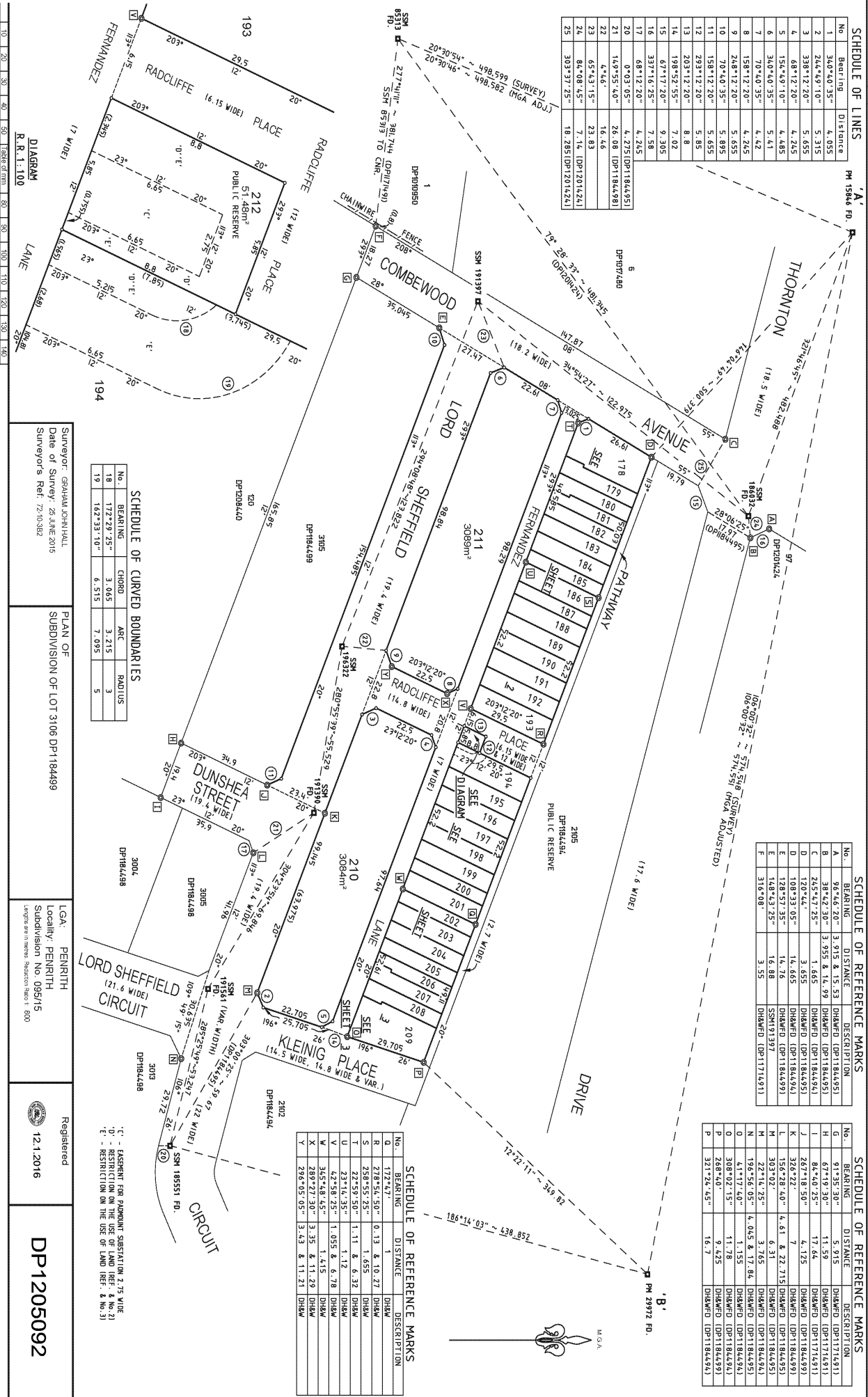
| No. | Bearing | Distance | Description |
|-----|------------|---------------|-------------------|
| A | 38°42'30" | 3.915 & 1.679 | DRHWD (DP1184495) |
| B | 245°47'25" | 3.655 | DRHWD (DP1184495) |
| C | 120°44' | 3.655 | DRHWD (DP1184495) |
| D | 108°33'05" | 14.665 | DRHWD (DP1184495) |
| E | 128°57'35" | 16.88 | DRHWD (DP1184495) |
| F | 148°43'25" | 16.88 | DRHWD (DP1184495) |
| G | 316°08' | 3.55 | DRHWD (DP1171691) |

SCHEDULE OF REFERENCE MARKS

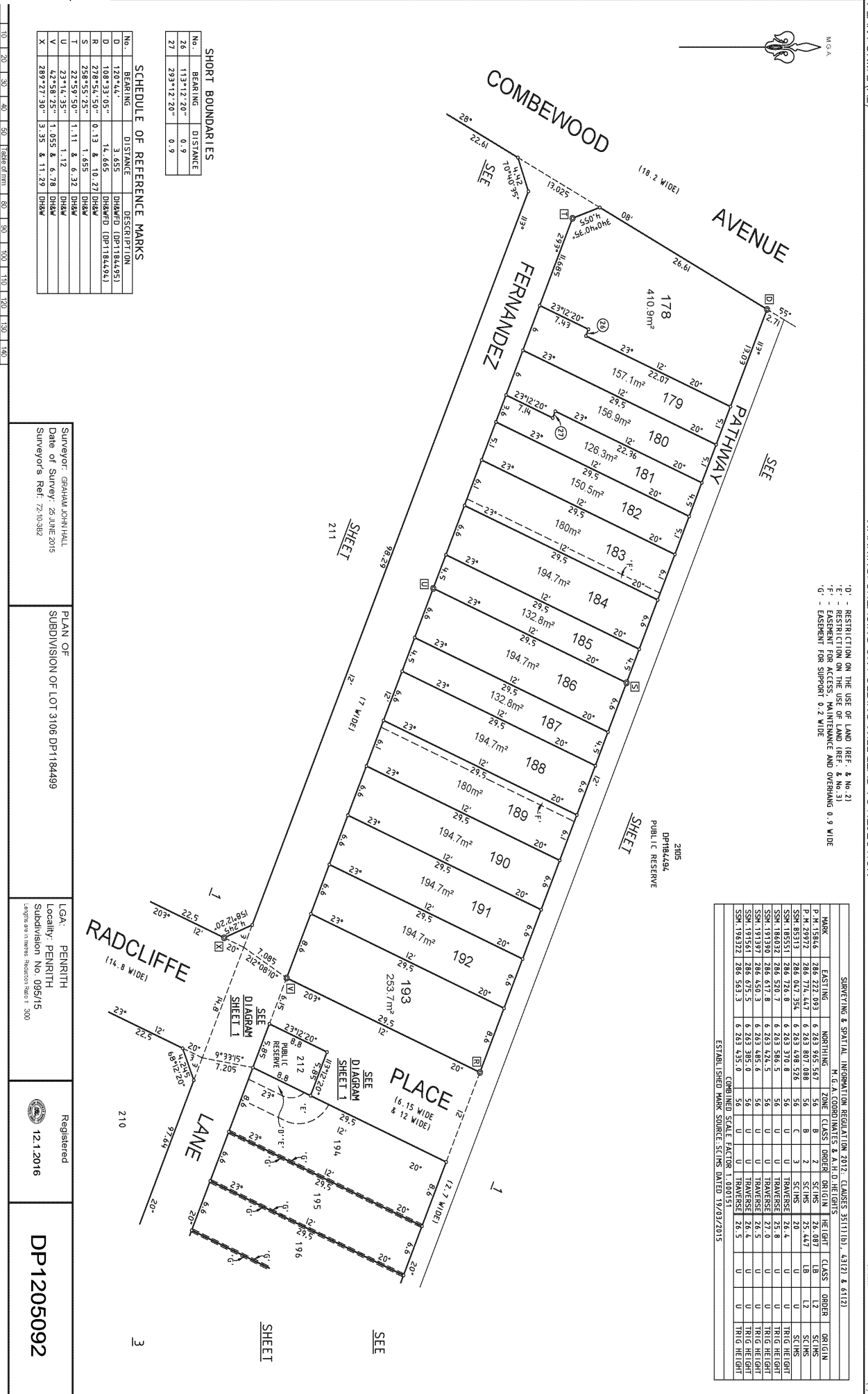
| No. | Bearing | Distance | Description |
|-----|------------|-----------------------------------|-------------------|
| A | 87°46'20" | 1.055 | DRHWD (DP1171481) |
| B | 47°19'30" | 1.56 | DRHWD (DP1171481) |
| C | 84°40'25" | 4.155 | DRHWD (DP1171481) |
| D | 267°18'50" | 4.155 | DRHWD (DP1184495) |
| E | 324°22' | 7 | DRHWD (DP1184495) |
| F | 156°28'40" | 4.61 & 22.715 (DRHWD (DP1184495)) | |
| G | 303°02' | 6.31 | DRHWD (DP1184495) |
| H | 22°14'25" | 3.765 | DRHWD (DP1184495) |
| I | 196°56'05" | 4.045 & 17.84 | DRHWD (DP1184495) |
| J | 41°17'40" | 1.155 | DRHWD (DP1184495) |
| K | 308°02'15" | 11.78 | DRHWD (DP1184495) |
| L | 268°40' | 9.425 | DRHWD (DP1184495) |
| M | 321°24'45" | 16.7 | DRHWD (DP1184495) |

SCHEDULE OF REFERENCE MARKS

| No. | Bearing | Distance | Description |
|-----|------------|--------------|-------------|
| A | 172°47' | 1 | DRHWD |
| B | 278°54'50" | 0.13 & 10.27 | DRHWD |
| C | 258°55'25" | 1.655 | DRHWD |
| D | 22°59'50" | 1.11 & 6.32 | DRHWD |
| E | 23°14'35" | 1.12 | DRHWD |
| F | 42°58'25" | 1.055 & 6.78 | DRHWD |
| G | 345°48'45" | 1.415 | DRHWD |
| H | 289°27'30" | 3.35 & 11.29 | DRHWD |
| I | 296°05'05" | 3.43 & 11.21 | DRHWD |



| | | | | | | | | | |
|---|--|--|--|---|--|-------------------------|--|-----------|--|
| Surveyor: GRAHAM JOHN HALL Date of Survey: 25 JUNE 2015 Surveyor's Ref: 7210382 | | PLAN OF SUBDIVISION OF LOT 3106 DP1184499 | | LGA: PENRITH Subdivision No. 095/15 Lengths are in metres. Reduction Ratio: 1:500 | | Registered 12.1.2016 | | DP1205092 | |
|---|--|--|--|---|--|-------------------------|--|-----------|--|



| SCHEDULE OF REFERENCE MARKS | | | |
|-----------------------------|------------|----------|----------------------|
| No. | BEARING | DISTANCE | DESCRIPTION |
| D | 120°44' | 3.635 | DIAPHRAM (DP1184495) |
| D | 108°33'05" | 14.685 | DIAPHRAM (DP1184495) |
| R | 228°52'55" | 0.13 | DIAPHRAM (DP1184495) |
| S | 268°55'25" | 1.455 | DIAPHRAM |
| T | 22°59'50" | 1.11 | DIAPHRAM |
| U | 22°14'35" | 1.12 | DIAPHRAM |
| V | 42°58'25" | 1.055 | DIAPHRAM |
| X | 289°27'30" | 3.35 | DIAPHRAM |

| SHORT BOUNDARIES | |
|------------------|------------|
| No. | DISTANCE |
| 26 | 113°12'20" |
| 27 | 293°12'20" |

Surveyor: GRAHAM JOHN HALL
Date of Survey: 25 JUNE 2015
Surveyor's Ref: 7210382

PLAN OF
SUBDIVISION OF LOT 3106 DP1184499

LGA: PENRITH
Subdivision No. 095/15
Lengths are in metres. Reduction Ratio: 1:200

Registered
12.1.2016

DP1205092

| SURVEYING & SPATIAL INFORMATION REGULATION 2012 - CLASSES 3(1)(b), 4(1)(2) & 6(1)(2) | | | | | | | | | |
|--|-------------|---------------|------|-------|-------|--------|--------|-------|-------|
| MARK | EASTING | NORTHING | ZONE | CLASS | ORDER | ORIGIN | HEIGHT | CLASS | ORDER |
| P.M. 1584.6 | 286 272.093 | 6 263 965.567 | 56 | B | 2 | SCIMS | 26.087 | LB | L2 |
| P.M. 2997.2 | 286 774.447 | 6 263 807.088 | 56 | B | 2 | SCIMS | 25.447 | LB | L2 |
| SSM 85313 | 286 047.354 | 6 263 498.526 | 56 | C | 3 | SCIMS | 20 | U | U |
| SSM 185551 | 286 726.8 | 6 263 370.8 | 56 | U | U | TRAVEL | 26.4 | U | U |
| SSM 186832 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186833 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186834 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186835 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186836 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186837 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186838 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186839 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186840 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186841 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186842 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186843 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186844 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186845 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186846 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186847 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186848 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186849 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186850 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186851 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186852 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186853 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186854 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186855 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
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| SSM 186857 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186858 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186859 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186860 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186861 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186862 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186863 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186864 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186865 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186866 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186867 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186868 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186869 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
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| SSM 186871 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186872 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186873 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
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| SSM 186876 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186877 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186878 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
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| SSM 186880 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186881 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
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| SSM 186898 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
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| SSM 186901 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186902 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
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| SSM 186906 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
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| SSM 186910 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
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| SSM 186917 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186918 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
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| SSM 186927 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
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| SSM 186929 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186930 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186931 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186932 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186933 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186934 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186935 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186936 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186937 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186938 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186939 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |
| SSM 186940 | 286 570.7 | 6 263 586.5 | 56 | U | U | TRAVEL | 25.8 | U | U |

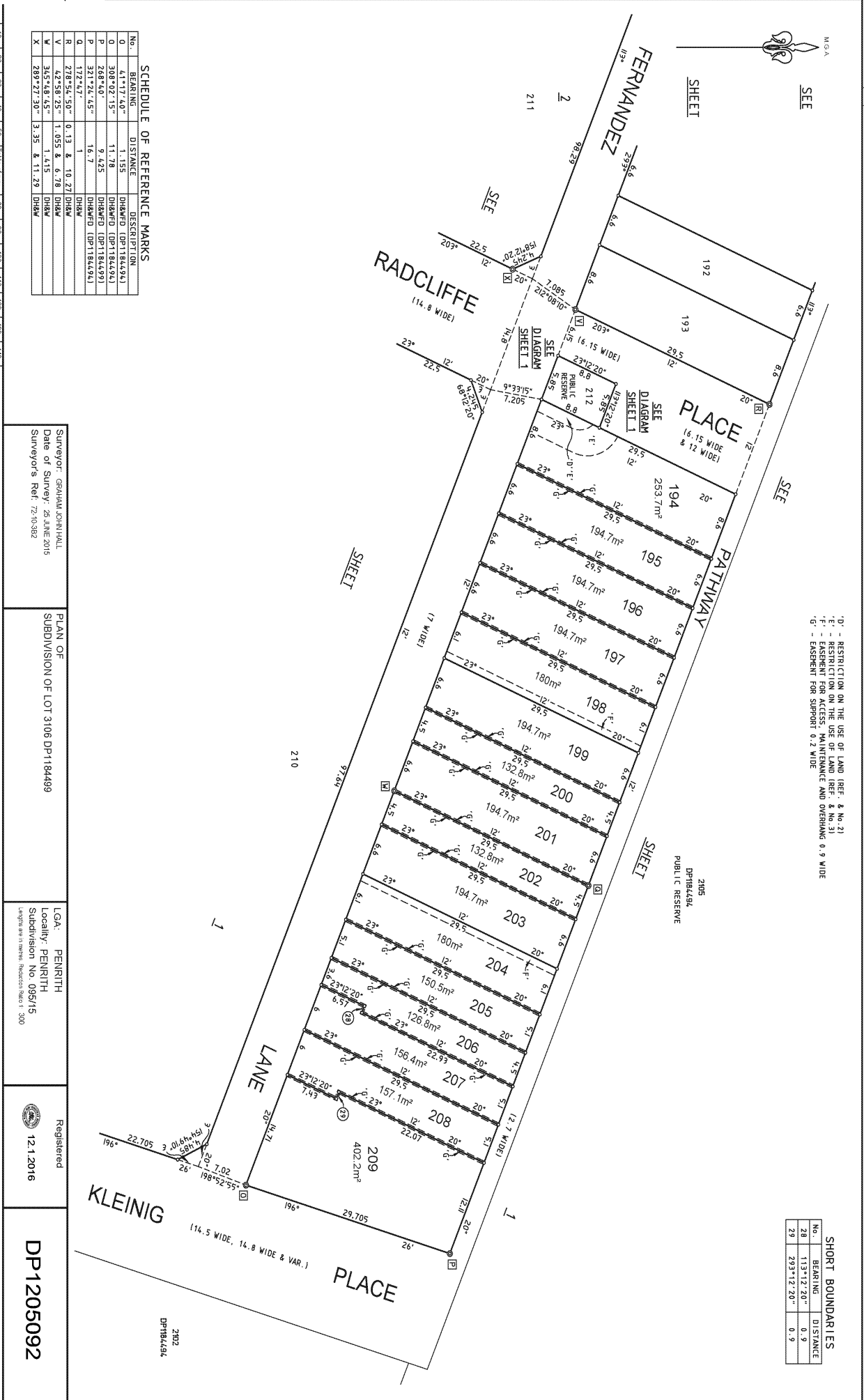
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

epan Sheet 3 of 3 sheets

| SHORT BOUNDARIES | | |
|------------------|------------|----------|
| No. | BEARING | DISTANCE |
| 28 | 113°12'20" | 0.9 |
| 29 | 293°12'20" | 0.9 |

| SCHEDULE OF REFERENCE MARKS | | |
|-----------------------------|------------|--------------|
| No. | BEARING | DISTANCE |
| A | 41°17'40" | 1.195 |
| B | 308°12'15" | 1.178 |
| C | 288°42'15" | 1.423 |
| D | 331°42'45" | 16.7 |
| E | 343°42'45" | 16.7 |
| F | 278°42'50" | 0.13 & 10.27 |
| G | 42°58'25" | 1.055 & 6.78 |
| H | 345°48'45" | 1.415 |
| I | 289°27'30" | 3.35 & 11.29 |

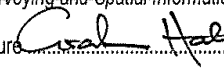
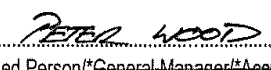
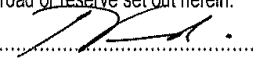


| | | | | |
|--|--|--|-------------------------|-----------|
| Surveyor: GRAHAM JOHN HALL Date of Survey: 25 JUNE 2015 Surveyors Ref: 7210382 | PLAN OF SUBDIVISION OF LOT 3106 DP1184499 | LGA: PENRITH Locality: PENRITH Subdivision No. 095/15 Lengths are in metres. Reduction Ratio: 1:200 | Registered 12.1.2016 | DP1205092 |
|--|--|--|-------------------------|-----------|

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

| DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 1 of 2 sheet(s) |
|--|--|-----------------------|
| Office Use Only | Office Use Only | |
| Registered:  12.1.2016 Title System: TORRENS Purpose: SUBDIVISION | <h1>DP1205092</h1> | |
| PLAN OF SUBDIVISION OF LOT 3106 DP1184499 | LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND | |
| Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: | <h2>Survey Certificate</h2> I, GRAHAM JOHN HALL of CRAIG & RHODES PTY LTD a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on 25 JUNE 2015 *(b) The part of the land shown in the plan (*being/*excluding ^) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on the part not surveyed was compiled in accordance with that regulation. *(c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> . Signature:  Dated: 13-08-2015 Surveyor ID: 1181 Datum Line: 'A' - 'B' Type: *Urban/*Rural- The Terrain is *Level Undulating / *Steep Mountainous *Strike through if inapplicable. ^Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey. | |
| <h2>Subdivision Certificate</h2> SC 15/0078 I,  *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J 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. Signature:  Accreditation number: Consent Authority: PENRITH CITY COUNCIL Date of endorsement: 25/11/15 Subdivision Certificate number: 095/15 File number: SSD-5349: DA14/1347 + DA 14/1346 *Strike through inapplicable parts. | | |
| Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE TO THE PUBLIC:- 1. THE EXTENSION OF LORD SHEFFIELD CIRCUIT 2. RADCLIFFE PLACE 3. FERNANDEZ LANE AS PUBLIC ROAD IT IS INTENDED TO DEDICATE LOT 212 TO THE PUBLIC AS PUBLIC RESERVE | Plans used in the preparation of survey/compilation DP1159973 DP1171491 DP1184494 DP1184495 DP1184499 DP1201424 DP1184498 If space is insufficient continue on PLAN FORM 6A | |
| Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A | Surveyor's Reference: 72-10-3B2 | |

CAD REF: Z:\072-10 North Penrith - Survey\AutoCAD Files\07210S35[01]

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

| DEPOSITED PLAN ADMINISTRATION SHEET | | Sheet 2 of 2 sheet(s) |
|---|---|-----------------------|
| <p>Registered: 12.1.2016</p> <p>PLAN OF SUBDIVISION OF LOT 3106 DP1184499</p> <p>Subdivision Certificate number: <u>095/15</u></p> <p>Date of Endorsement: <u>25/11/15</u></p> | <p style="text-align: center; font-size: 24pt; font-weight: bold;">DP1205092</p> <p style="font-size: 10pt;">This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. | |
| <p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED TO CREATE:-</p> <ol style="list-style-type: none"> 1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE 2. RESTRICTION ON THE USE OF LAND 3. RESTRICTION ON THE USE OF LAND 4. EASEMENT FOR ACCESS, MAINTENANCE AND OVERHANG 0.9 WIDE 5. RESTRICTION ON THE USE OF LAND 6. RESTRICTION ON THE USE OF LAND 7. RESTRICTION ON THE USE OF LAND 8. RESTRICTION ON THE USE OF LAND 9. EASEMENT FOR SUPPORT 0.2 WIDE <div style="text-align: right; margin-top: 100px;"> <p>SIGNED BY: <u>CARINA CARTER</u></p> <p>AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION</p> <p></p> <p>.....</p> <p>SIGNATURE</p> </div> <div style="text-align: center; margin-top: 20px;"> <p><u>SURVEYING AND SPATIAL REGULATION 2012 CLAUSE 60(C)</u></p> <p>STREET ADDRESS INFORMATION IS UNAVAILABLE AT DATE OF SURVEY</p> <p style="font-size: 8pt;">If space is insufficient use additional annexure sheet</p> </div> | | |
| <p>Surveyor's Reference: 72-10-3B2</p> | | |

CAD REF: Z:\072-10 North Penrith - Survey\AutoCAD Files\07210535101] - -----



113999
R.P. 13. No. J 38042

DEC 18 21 36 1953

FEES:—
Lodgment : :
Endorsement : :
Certificate : :
1/10/53

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) Exempt from Stamp Duty

Assistant Commissioner of Stamp Duties

THE COMMONWEALTH OF AUSTRALIA

(herein called transferor)

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

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

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES

15 Castlereagh Street, Sydney

(herein called transferee)

do hereby transfer to the said transferee

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

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

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

ENCUMBRANCES, &c., REFERRED TO:

NIL

Signed at SYDNEY the third day of November 1953.

Signed in my presence by the transferor the Commonwealth of Australia by Special Agent IAN MACDONALD DAVIS, who is personally known to me, Acting Solicitor-General for Transferor.

Signed for and on behalf of the transferor the Commonwealth of Australia by Special Agent IAN MACDONALD DAVIS, who is personally known to me, Acting Solicitor-General for Transferor.

Accepted for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me IAN MACDONALD DAVIS, Commercial Manager and Secretary, pursuant to a resolution dated 21st May, 1953 and I hereby certify this Transfer to be correct for the purposes of the Real Property Act and I further certify that the said resolution has not been revoked or varied in any way.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act, by me IAN MACDONALD DAVIS, Commercial Manager and Secretary.

Administrative Officer Transferee(s).

(Transferee must not be disclosed in the transfer.)

Typing or handwriting in an instrument should not be in any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

If a less estate, strike out "in fee simple" and interline the required alteration.

Full postal address of transferee must be shown.

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

If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. or "being the land shown in the plan annexed hereto," or "being the residue of the land in certificate (or certificates) registered Vol. of the local council is, pursuant to a subdivision of the L.G. Act, 1919, should accompany the transfer.

Strike out if unnecessary, or suitably adjust

(a) if any covenants are to be created or any exceptions to be made,

(b) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1933.

A very short note will suffice.

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who has questioned the witness and sign the certificate on the back of this form.

As to instruments executed elsewhere, see back of form.

Repeat attestation if necessary.

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

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

J. 38042

LODGED BY

Electricity Comr.

No. **II-113999**

CONSENT OF MORTGAGEE!

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

I,

mortgagee under Mortgage No.

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

This consent is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19 .
 Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 19 .
 Signed in the presence of—

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

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

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

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

| INDEXED | | MEMORANDUM OF TRANSFER | | DOCUMENTS LODGED HEREWITH. | |
|--|--|--|--|--|--|
| <p>Checked by <i>JDM</i></p> <p>Passed (in S.D.B.) by <i>J. J. J.</i></p> <p>Signed by <i>J. J. J.</i></p> | | <p>Particulars entered in Register Book.</p> <p>Volume <i>6630</i> Folio <i>94</i></p> | | <p>To be filed in by person lodging dealing.</p> | |
| | | <p>the <i>17th</i> day of <i>August</i> 19 <i>62</i></p> <p><i>10</i> minutes past <i>2</i> o'clock in the <i>after</i> noon.</p> | | <p>Received Docs. Nos.</p> | |
| | | <p><i>Reserving certain rights</i></p> | | <p>Receiving Clerk.</p> | |
| | | <p>Registrar-General.</p> | | <p>EXECUTION OUTSIDE NEW SOUTH WALES.</p> | |

PROGRESS RECORD.

| | Initial | Date |
|----------------------------------|----------|----------------|
| Sent to Survey Branch | | |
| Received from Records | | |
| Draft written ... | <i>π</i> | <i>21/7/62</i> |
| Draft examined | <i>π</i> | <i>2-7</i> |
| Diagram prepared | <i>π</i> | <i>3/8/62</i> |
| Diagram examined | <i>π</i> | <i>13/8/62</i> |
| Draft forwarded | <i>π</i> | <i>10/8/62</i> |
| Supt. of Engrossers | <i>π</i> | <i>5/9/62</i> |
| Cancellation Clerk | <i>π</i> | |
| Vol. 8388 Fol. 122 | | |

The fees are:—Upon lodgment (a) £1-10-0, if accompanied by the relevant title or evidence of production thereof; (b) £1-15-0 otherwise. This fee includes endorsement of the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer; (b) 2/- for each new Certificate of Title issued; (c) 10/- where the Transfer contains covenant purporting to affect the user of any land; (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement; (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer; (f) 2/- for each additional folio where the Certificate exceeds fifteen folios; (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

16357821

1-D.O.
10-Adm. Off.
10-Adm. Off.
10-Adm. Off.

E3450A

think

November

Norman H. Bennett
Surveyor registered under the Surveyors Act, 1929

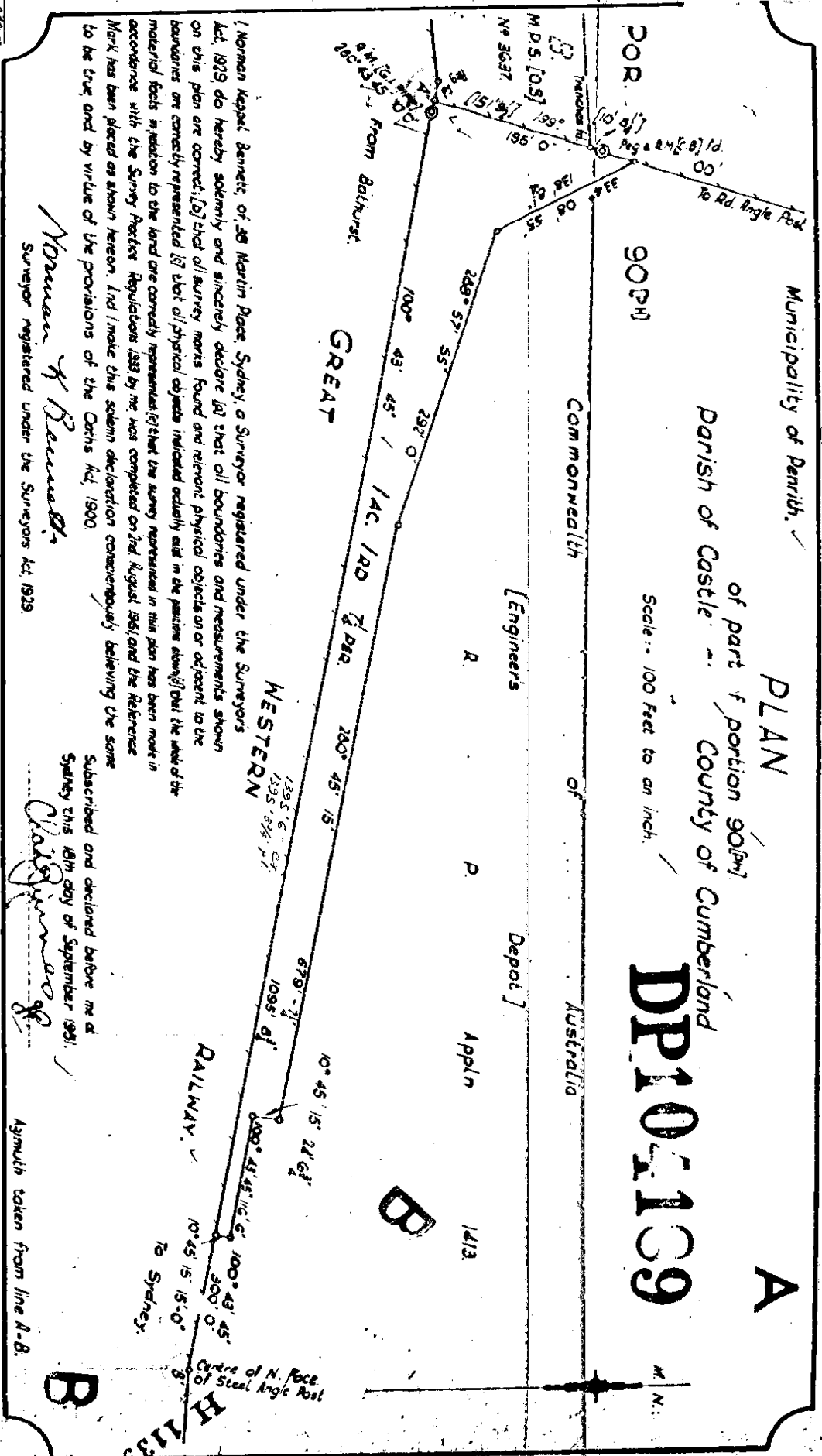
Subscribed and declared before me at
Sydney this 18th day of September 1931.
Clifford J. ...

Aymuth taken from line A-B.

General Manager and Secretary,
The Electricity Commission
of New South Wales.

POWER STATION
SITES & BOUNDARIES
PLAN OF ACQUISITION DEPT OF THE INSURANCE
NEG. NO. 5288-1-1-1

P.145



16357RP

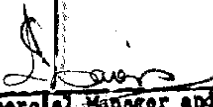
PH1539

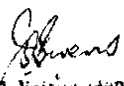
J 38042

H-113399

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

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


Commercial Manager and Secretary
of
The Electricity Commission of New
South Wales.


Acting Solicitor General

B

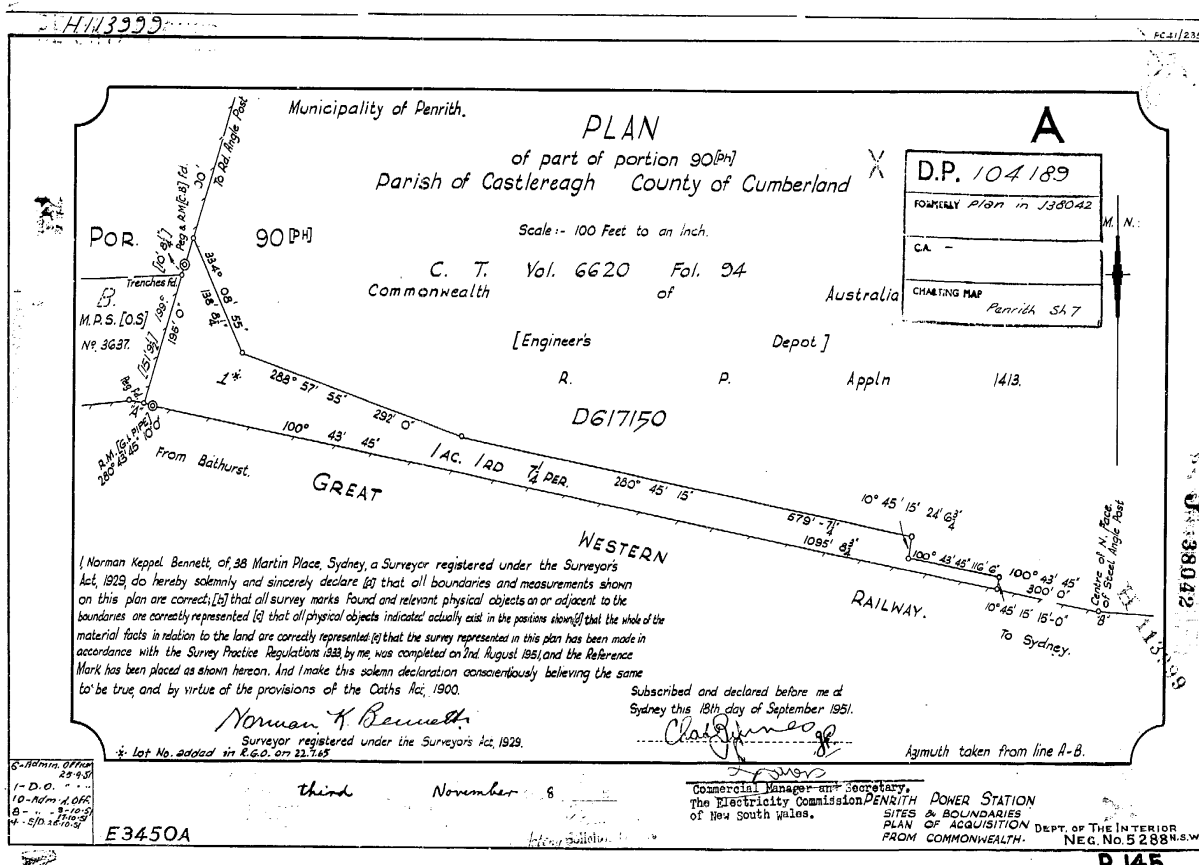


I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 15th day of August, 1980.

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-----|

MEASUREMENTS AND/OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

| CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS | | | |
|---|--------|--------|--|
| DP 134189 | | | |
| FEET INCHES | | METRES | |
| 1 | 0 1/4 | 0.254 | |
| 2 | 0 1/2 | 0.508 | |
| 3 | 0 3/4 | 0.762 | |
| 4 | 1 0 | 1.016 | |
| 5 | 1 1/4 | 1.270 | |
| 6 | 1 1/2 | 1.524 | |
| 7 | 1 3/4 | 1.778 | |
| 8 | 2 0 | 2.032 | |
| 9 | 2 1/4 | 2.286 | |
| 10 | 2 1/2 | 2.540 | |
| 11 | 2 3/4 | 2.794 | |
| 12 | 3 0 | 3.048 | |
| 13 | 3 1/4 | 3.302 | |
| 14 | 3 1/2 | 3.556 | |
| 15 | 3 3/4 | 3.810 | |
| 16 | 4 0 | 4.064 | |
| 17 | 4 1/4 | 4.318 | |
| 18 | 4 1/2 | 4.572 | |
| 19 | 4 3/4 | 4.826 | |
| 20 | 5 0 | 5.080 | |
| 21 | 5 1/4 | 5.334 | |
| 22 | 5 1/2 | 5.588 | |
| 23 | 5 3/4 | 5.842 | |
| 24 | 6 0 | 6.096 | |
| 25 | 6 1/4 | 6.350 | |
| 26 | 6 1/2 | 6.604 | |
| 27 | 6 3/4 | 6.858 | |
| 28 | 7 0 | 7.112 | |
| 29 | 7 1/4 | 7.366 | |
| 30 | 7 1/2 | 7.620 | |
| 31 | 7 3/4 | 7.874 | |
| 32 | 8 0 | 8.128 | |
| 33 | 8 1/4 | 8.382 | |
| 34 | 8 1/2 | 8.636 | |
| 35 | 8 3/4 | 8.890 | |
| 36 | 9 0 | 9.144 | |
| 37 | 9 1/4 | 9.398 | |
| 38 | 9 1/2 | 9.652 | |
| 39 | 9 3/4 | 9.906 | |
| 40 | 10 0 | 10.160 | |
| 41 | 10 1/4 | 10.414 | |
| 42 | 10 1/2 | 10.668 | |
| 43 | 10 3/4 | 10.922 | |
| 44 | 11 0 | 11.176 | |
| 45 | 11 1/4 | 11.430 | |
| 46 | 11 1/2 | 11.684 | |
| 47 | 11 3/4 | 11.938 | |
| 48 | 12 0 | 12.192 | |
| 49 | 12 1/4 | 12.446 | |
| 50 | 12 1/2 | 12.700 | |
| 51 | 12 3/4 | 12.954 | |
| 52 | 13 0 | 13.208 | |
| 53 | 13 1/4 | 13.462 | |
| 54 | 13 1/2 | 13.716 | |
| 55 | 13 3/4 | 13.970 | |
| 56 | 14 0 | 14.224 | |
| 57 | 14 1/4 | 14.478 | |
| 58 | 14 1/2 | 14.732 | |
| 59 | 14 3/4 | 14.986 | |
| 60 | 15 0 | 15.240 | |
| 61 | 15 1/4 | 15.494 | |
| 62 | 15 1/2 | 15.748 | |
| 63 | 15 3/4 | 16.002 | |
| 64 | 16 0 | 16.256 | |
| 65 | 16 1/4 | 16.510 | |
| 66 | 16 1/2 | 16.764 | |
| 67 | 16 3/4 | 17.018 | |
| 68 | 17 0 | 17.272 | |
| 69 | 17 1/4 | 17.526 | |
| 70 | 17 1/2 | 17.780 | |
| 71 | 17 3/4 | 18.034 | |
| 72 | 18 0 | 18.288 | |
| 73 | 18 1/4 | 18.542 | |
| 74 | 18 1/2 | 18.796 | |
| 75 | 18 3/4 | 19.050 | |
| 76 | 19 0 | 19.304 | |
| 77 | 19 1/4 | 19.558 | |
| 78 | 19 1/2 | 19.812 | |
| 79 | 19 3/4 | 20.066 | |
| 80 | 20 0 | 20.320 | |
| 81 | 20 1/4 | 20.574 | |
| 82 | 20 1/2 | 20.828 | |
| 83 | 20 3/4 | 21.082 | |
| 84 | 21 0 | 21.336 | |
| 85 | 21 1/4 | 21.590 | |
| 86 | 21 1/2 | 21.844 | |
| 87 | 21 3/4 | 22.098 | |
| 88 | 22 0 | 22.352 | |
| 89 | 22 1/4 | 22.606 | |
| 90 | 22 1/2 | 22.860 | |
| 91 | 22 3/4 | 23.114 | |
| 92 | 23 0 | 23.368 | |
| 93 | 23 1/4 | 23.622 | |
| 94 | 23 1/2 | 23.876 | |
| 95 | 23 3/4 | 24.130 | |
| 96 | 24 0 | 24.384 | |
| 97 | 24 1/4 | 24.638 | |
| 98 | 24 1/2 | 24.892 | |
| 99 | 24 3/4 | 25.146 | |
| 100 | 25 0 | 25.400 | |



R 3A

76 AUG 10 PM

6 AM 17 83

REGISTRAR GENERAL
NEW SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

A/E

\$ 18

paid on C/L 401
of 7-11-76
P 850417

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

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink. No alterations should be made by erasure; the rejected must be ruled through and verified by signature or initials in the margin.

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

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

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

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

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

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

In consideration of One thousand five hundred dollars

(\$ 1,500.00)

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

(the receipt whereof is hereby acknowledged), paid to the transferor by^(d)

THE COMMONWEALTH OF AUSTRALIA

and grants hereby transfers to

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

(e)
THE COMMONWEALTH OF AUSTRALIA
(With Consent of Judge)
hereinafter referred to as the TRANSFEE

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

in the land described in the following schedule

(f) Insert lot and plan number, etc. See also sections 327 and 327AA Local Government Act, 1919.

| Reference to title | | Whole or Part | Description of land if part only ^(f) | County | Parish |
|--------------------|-------|---------------|--|------------|-------------|
| Volume | Folio | | | | |
| 11261 | 220 | PART | Being a grant of easement over the "Site of Proposed Easement for Stormwater Drainage 10m wide and Variable" in Deposited Plan No. 237889-583998 | CUMBERLAND | CASTLEREACH |

K 1105

BT 437-3

RULE UP ALL BLANKS

An easement to drain water through ALL THAT piece or parcel of land shown in Deposited
Plan No. ~~237009~~ ⁶⁸³⁹⁹⁸ as "Site of Proposed Easement for Stormwater Drainage 10m Wide and
Variable Area 1006m²"

(a) Here insert any easements, restrictive covenants or exceptions intended to be included. Easements and restrictive covenants must comply with section 93B of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 12 inches and other margins of not less than 4 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

AND IT IS HEREBY AGREED AND DECLARED

- (a) That the Transferor shall have the right to drain stormwater through any pipes constructed by the Transferee within this easement PROVIDED HOWEVER that the Transferor will indemnify and keep indemnified the Transferee so long as the Transferee remains proprietor of the dominant tenement and all officers agents and servants of the Transferee from and against all actions suits causes of action or suit claims and demands of whatever nature which may be brought commenced or prosecuted against them or any of them by reason of or arising directly or indirectly out of the exercise by the Transferor of the aforesaid right ALSO PROVIDED that the Transferor shall at its own expense repair any damage to the dominant tenement or to the drainage works placed within the said easement by the Commonwealth resulting from the exercise of this right by the Transferor.
- (b) That the Transferor shall not without the prior written approval of the Transferee place or erect any building or structure or permit any building or structure to be placed or erected upon the said servient tenement. That prior to such approval being given, the Transferor after consultation with officers of the Transferee shall at the Transferor's expense in the placement or erection of any such building or structure take such measures and observe such precautions as may be mutually agreed upon provided however that if it is agreed that the easement should be deviated clear of such proposed buildings or structures the Transferor will if necessary make a further grant of easement to the Transferee to accommodate the deviated easement.
- (c) That the Transferee will pay all survey costs and the Transferor's reasonable legal costs in connection with the preparation and registration of this transfer and grant.

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

48 *AB* *T. Hall*

Dated at

Jagoona

this

24th

day of

June

1976

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

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

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

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

(i) Repeat attestation clause &c., if necessary.

(j) Section 117 Real Property Act, 1900, requires that this certificate be signed by the transferee or, where his signature cannot be obtained without difficulty and delay, by his solicitor or conveyancer by his own name, which should be typewritten or printed below his signature, and not that of his firm. Any person falsely or negligently certifying is liable to the penalties provided by section 117.

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

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

THE COMMON SEAL of M.J. DAVIS INDUSTRIAL

Signature of witness

PTY. LTD. was affixed hereto by authority

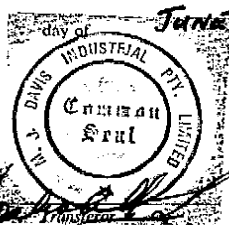
Name of witness (BLOCK LETTERS)

of the Board of Directors and in the

Qualification of witness

presence of:-

[Signature]
Secretary



Director

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

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

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

Signature of witness

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

Name of witness (BLOCK LETTERS)

[Signature]
Address of witness

An Officer of the Attorney General's Department.

[Signature]
Transferee

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

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

who is personally known to me

[Signature]

Justice of the Peace

CUSTOM CREDIT CORPORATION LIMITED

BY ITS ATTORNEY

[Signature]

ASSISTANT BRANCH MANAGER - EDGECLIFF

INDEX 1972

P 850417 W

\$18-6

| DEPARTMENTAL USE ONLY | | TO BE COMPLETED BY LODGING PARTY | |
|--|---|---|-----------------------------------|
| TRANSFER <i>front of an easement to drain water</i> | | Lodged by <i>Deputy Crown Solicitor</i> | |
| | | Address: <i>119 Phillip Street, Sydney.</i> | |
| | | Phone No.: <i>Ext. SP 28290/56</i> | |
| | | Documents lodged herewith | |
| | | 1 <i>4 Ct</i> | |
| | | 2 <i>Cx 11261-220 PROD</i> | |
| | | 3 <i>Cart of map of frame</i> | |
| | | 4 | |
| | | 5 | |
| Checked <i>[initials]</i> | REGISTERED | Received Documents <i>1-3</i> | Receiving Clerk <i>[initials]</i> |
| Passed <i>[initials]</i> | <i>7-2-1977</i> | | |
| Signed <i>[initials]</i> | <i>[Signature]</i> Registrar General | | |
| | | AUTHORITY FOR USE OF INSTRUMENT OF TITLE⁽¹⁾ | |
| | | Authority is hereby given for the use of _____ | |
| | | (insert reference to certificates, grants or dealings) lodged | |
| | | in connection with _____ for the | |
| | | (insert number of plan or dealing) registration of this dealing and for delivery to _____ | |
| | | (BLOCK LETTERS) | |
| | | Signature _____ | |
| | | Name (BLOCK LETTERS) _____ | |
| | | MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY | |
| | | (To be signed at the time of executing the within dealing) | |
| | | The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. <i>154771</i> | |
| | | Miscellaneous Register under the authority of which he has just executed the within dealing. | |
| | | Signed at <i>EDGECLIFF</i> | |
| | | the <i>24th</i> day of <i>June</i> 19 <i>76</i> . | |
| | | <i>[Signature]</i> Signature of attorney | |
| | | <i>[Signature]</i> Signature of witness | |
| | | CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS⁽²⁾ | |
| | | I certify that _____ | |
| | | the attesting witness to this dealing, appeared before me at _____ | |
| | | the day of _____ 19 _____ | |
| | | and declared that he personally knew _____ | |
| | | the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____ | |
| | | is his own handwriting and that he was of sound mind and freely and voluntarily signed the same. | |
| | | Signature _____ | |
| | | Name (BLOCK LETTERS) _____ | |
| | | Qualification _____ | |

(1) Unless the instrument of title has been lodged by the person lodging the dealing, or its use has been authorised previously, the authority must be furnished by the person otherwise entitled to delivery of the certificate of title, grant &c.

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

Document No. Cal of Inc (Copy available for delivery)

EXTRA FEES PERMITTED
Change of Name
[initials]

M.P.D.

[illegible]

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 793358
Your Reference: 1708843-#45588056#
Contact No.

Issue Date: 11 April 2018
Certificate No: 18/01917

Issued to: Infotrack
D X 578
SYDNEY

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: CASTLEREAGH

Location: 26 Lord Sheffield Circuit PENRITH NSW 2750

Land Description: Lot 210 DP 1205092

- 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.1 - Development Standards. (Note: This policy does not apply to the land to which Penrith Local Environmental Plan 2010 or State Environmental Planning Policy (Western Sydney Employment Area) 2009 apply.)

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.30 - Intensive Agriculture.

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

PLANNING CERTIFICATE UNDER SECTION 10.7

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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.62 - Sustainable Aquaculture.

State Environmental Planning Policy No.64 - Advertising and Signage.

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 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 (Miscellaneous Consent Provisions) 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 (Education Establishments and Child Care Centre Facilities) 2017.

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 (Infrastructure) Amendment (Shooting Ranges) 2013 applies to the land.

State Environmental Planning Policy (Infrastructure) Amendment (Review) 2016 applies to the land.

Draft State Environmental Planning Policy (Primary Production & Rural Development) applies to the land.

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

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

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

Penrith Development Control Plan 2014 applies to the land.

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Environmental Planning and Assessment Act, 1979

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 B2 Local Centre (Penrith Local Environmental Plan 2010)

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

Any development not specified in item 2 or 3

Use of certain land at Lord Sheffield Circuit, Penrith

Despite anything to the contrary detailed above, or any other provision of Penrith Local Environmental Plan 2010 (PLEP 2010), under the provisions of Clause 2.5 and Schedule 1 of PLEP 2010 development for the purposes of exhibition villages, high technology industries, multi dwelling

PLANNING CERTIFICATE UNDER SECTION 10.7

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housing, residential flat buildings and seniors housing are permitted with development consent on the part of the subject land identified as "22" on the PLEP 2010 Additional Permitted Uses Map.

Additional information relating to Penrith Local Environmental Plan 2010

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

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

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

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

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

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

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

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

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

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

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

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

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

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

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

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

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

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

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

(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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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 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

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

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.

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*. (Note. biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.)

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. Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardships agreements under Part 5 of the *Biodiversity Conservation Act 2016*)

11 BUSH FIRE PRONE LAND

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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:

- (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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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))

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).

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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: 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.

Alan Stoneham
General Manager

Per

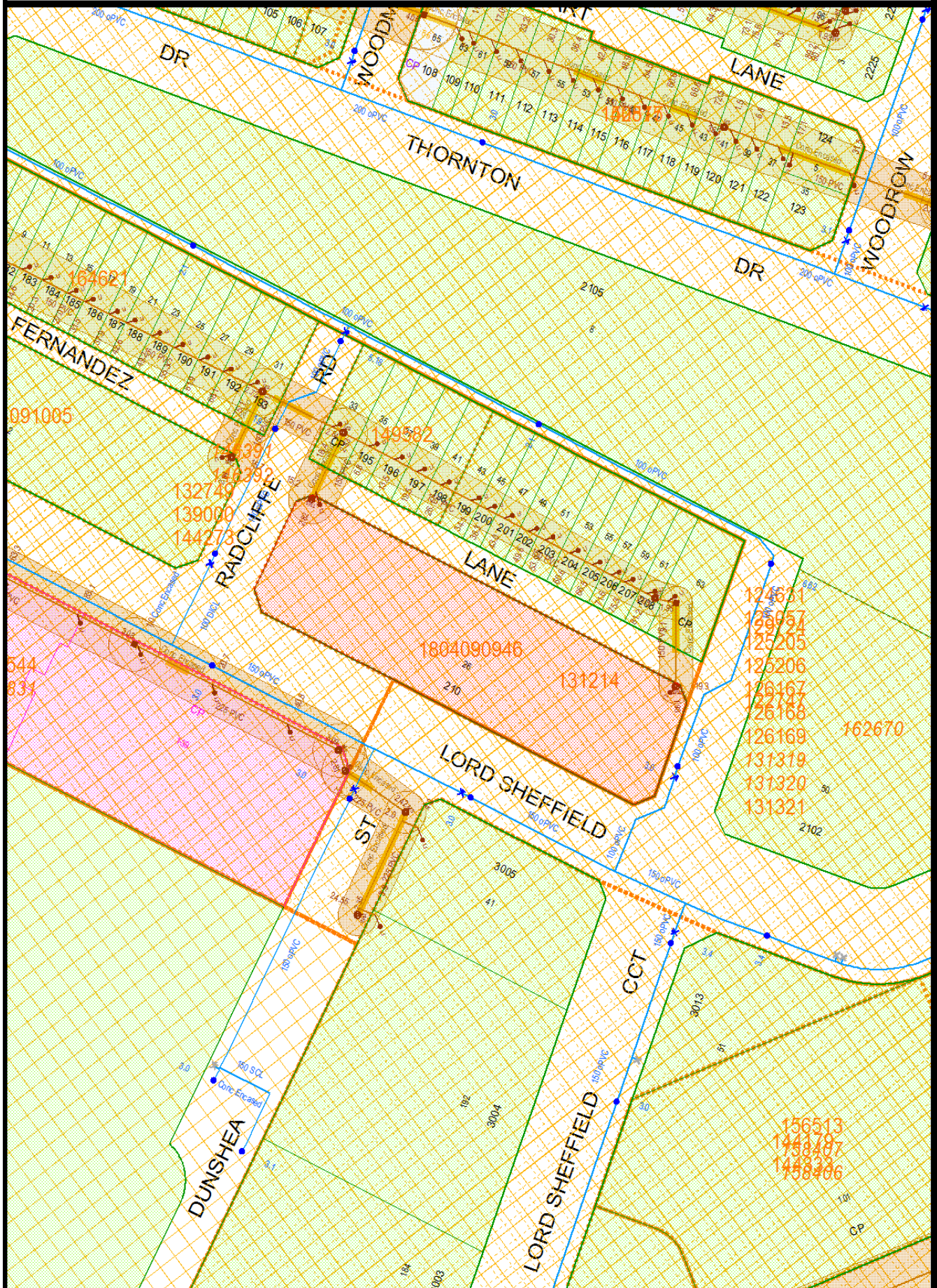


Please note:

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.



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

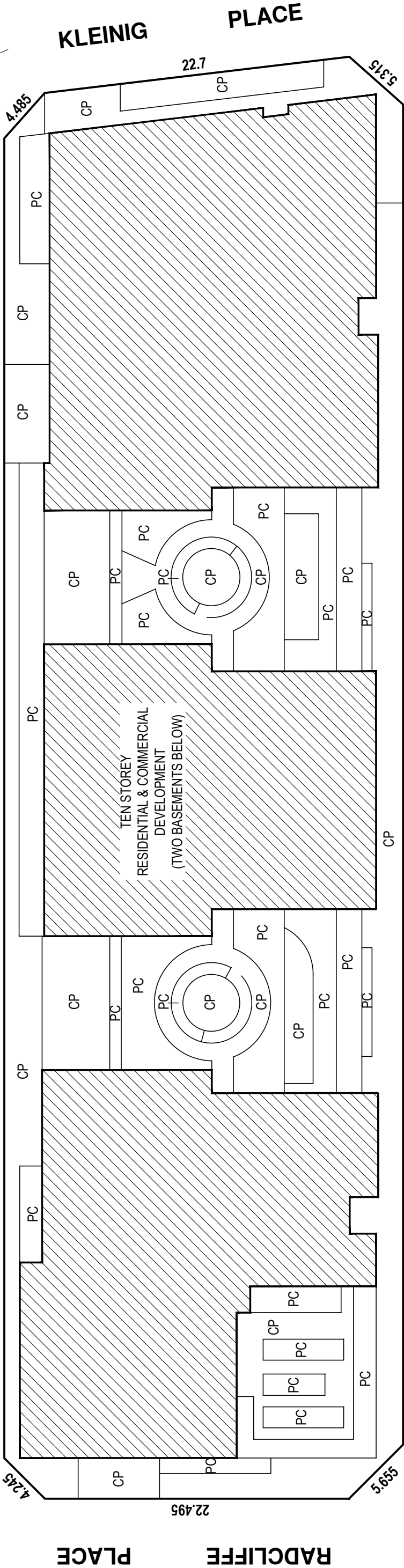
Attachment 3 Strata Plan

DRAFT PLAN - SUBJECT TO FINAL SURVEY

LOCATION PLAN

FERNANDEZ

LANE



LORD

SHEFFIELD

CIRCUIT

NOTES:

THIS PLAN IS PREPARED FROM OUR INTERPRETATION OF THE ARCHITECTURAL DRAWINGS BY URBANLINK ISSUE H RECEIVED 20/09/2019.

WE ADVISE THE PLAN SHOULD BE UPDATED AT COMPLETION OF YOUR CONSTRUCTION CERTIFICATE PLANS TO DETERMINE ANY VARIATIONS THAT MAY IMPACT YOUR CONTRACTUAL OBLIGATIONS

DIMENSIONS AND AREAS HAVE BEEN DETERMINED FROM DIGITAL PLANS AND HAVE NOT BEEN MEASURED THEREFORE THEY ARE APPROXIMATE ONLY AND ARE SUBJECT TO FINAL SURVEY

THE STRATA AREA SHOW IS BASED ON THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND MAY VARY FROM MARKETING PLANS

THIS PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY LAND REGISTRY SERVICES

WE ADVISE THAT ALTERATIONS AND ADDITIONS BEYOND THE CONTROL OF THE SURVEYOR WILL BE REQUIRED PRIOR TO FINAL ACCEPTANCE AND REGISTRATION

CAUTION MUST BE EXERCISED IF ANY RELIANCE IS PLACED ON THE INFORMATION IN THIS PLAN FOR ANY DEALINGS INVOLVING THE LAND AND ANY ISSUES SHOULD BE REFERRED TO THE SURVEYOR

| CP | COMMON PROPERTY |
|----|-----------------|
| PC | PLANTER (CP) |


Surveyor:
VICTORIA TESTER

Date:

Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

THE DRAFT STRATA PLAN
HAS BEEN PREPARED BY



SDG

LAND DEVELOPMENT SOLUTIONS
WWW.SDG.NET.AU

L G A: PENRITH

Locality: PENRITH

Reduction Ratio 1:300

Lengths are in metres.

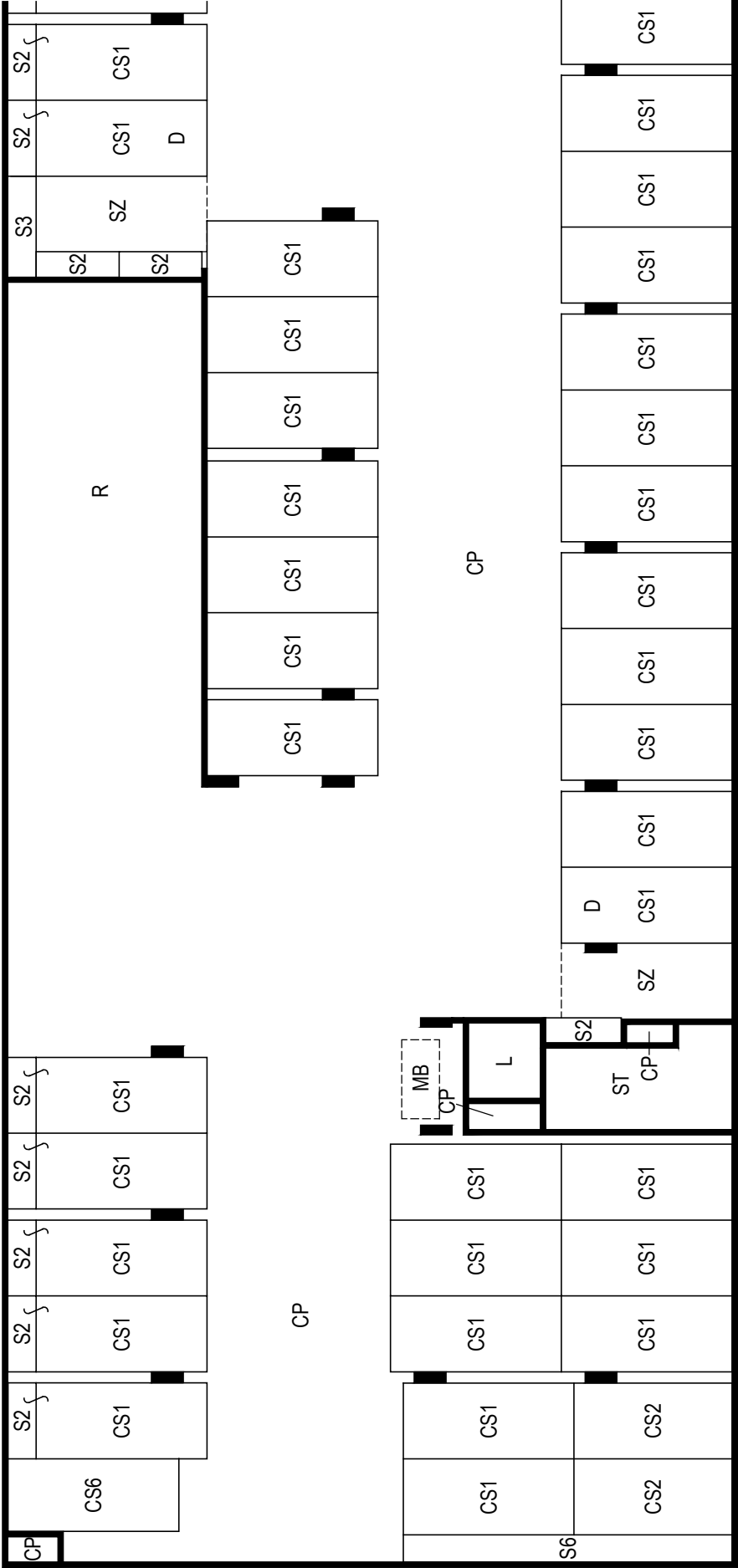
SP96468

Issue P: 15/10/2019

DRAFT PLAN - SUBJECT TO FINAL SURVEY

| Storage Schedule | |
|------------------|----------|
| Tag | Area(m²) |
| S1 | 1 |
| S2 | 2 |
| S3 | 3 |
| S6 | 6 |

| Car Space Schedule | | |
|--------------------|---------|----------|
| Tag | Size | Area(m²) |
| CS1 | 2.4x5.4 | 13 |
| CS2 | 2.4x5 | 12 |
| CS4 | 3x5.4 | 16 |
| CS6 | 2.3x5.4 | 12 |



SEE SHEET 3 FOR CONTINUATION

NOTES:-

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

BASEMENT 2 FLOOR PLAN

| | |
|-----|--------------------------|
| CP | COMMON PROPERTY |
| CS# | CAR SPACE (SEE SCHEDULE) |
| S# | STORAGE (SEE SCHEDULE) |
| D | DISABLED |
| L | LIFT (CP) |
| MB | MOTORBIKE SPACE (CP) |
| R | RAMP (CP) |
| ST | STAIRS (CP) |
| SZ | SHARED ZONE (CP) |

Surveyor:
VICTORIA TESTER
Date:
Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

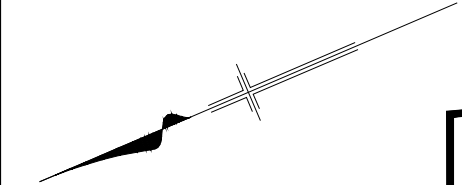
L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200
Lengths are in metres.



SP96468

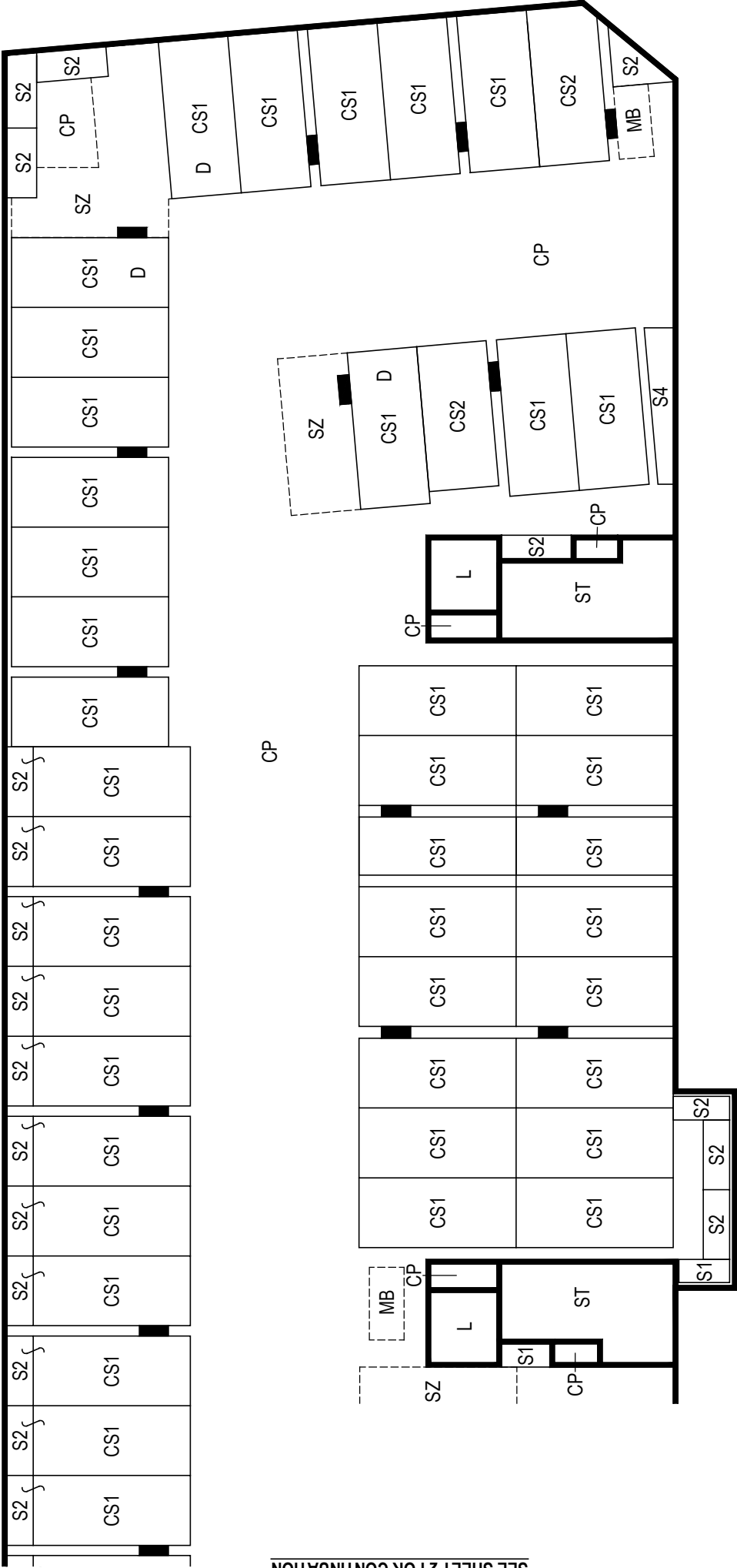
Issue P: 15/10/2019

DRAFT PLAN - SUBJECT TO FINAL SURVEY



| Storage Schedule | |
|------------------|----------|
| Tag | Area(m²) |
| S1 | 1 |
| S2 | 2 |
| S4 | 4 |

| Car Space Schedule | | |
|--------------------|---------|----------|
| Tag | Size | Area(m²) |
| CS1 | 2.4x5.4 | 13 |
| CS2 | 2.4x5 | 12 |



NOTES:-

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

BASEMENT 2 FLOOR PLAN

| CP | COMMON PROPERTY |
|-----|--------------------------|
| CS# | CAR SPACE (SEE SCHEDULE) |
| S# | STORAGE (SEE SCHEDULE) |
| D | DISABLED |
| L | LIFT (CP) |
| MB | MOTORBIKE SPACE (CP) |
| ST | STAIRS (CP) |
| SZ | SHARED ZONE (CP) |

Surveyor:
VICTORIA TESTER
Date:
Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

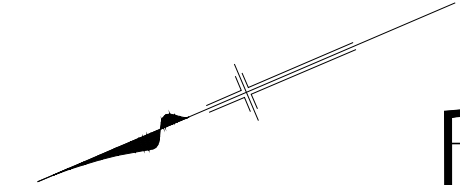
L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200
Lengths are in metres.



SP96468

Issue P: 15/10/2019

DRAFT PLAN - SUBJECT TO FINAL SURVEY



| Storage Schedule | |
|------------------|----------|
| Tag | Area(m²) |
| S1 | 1 |
| S2 | 2 |
| S3 | 3 |
| S4 | 4 |

| Car Space Schedule | | |
|--------------------|---------|-----------------------|
| Tag | Size | Area(m ²) |
| CS1 | 2.4x5.4 | 13 |
| CS2 | 2.4x5 | 12 |
| CS5 | 3.8x5.4 | 21 |




SEE SHEET 4 FOR CONTINUATION

NOTES:-

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

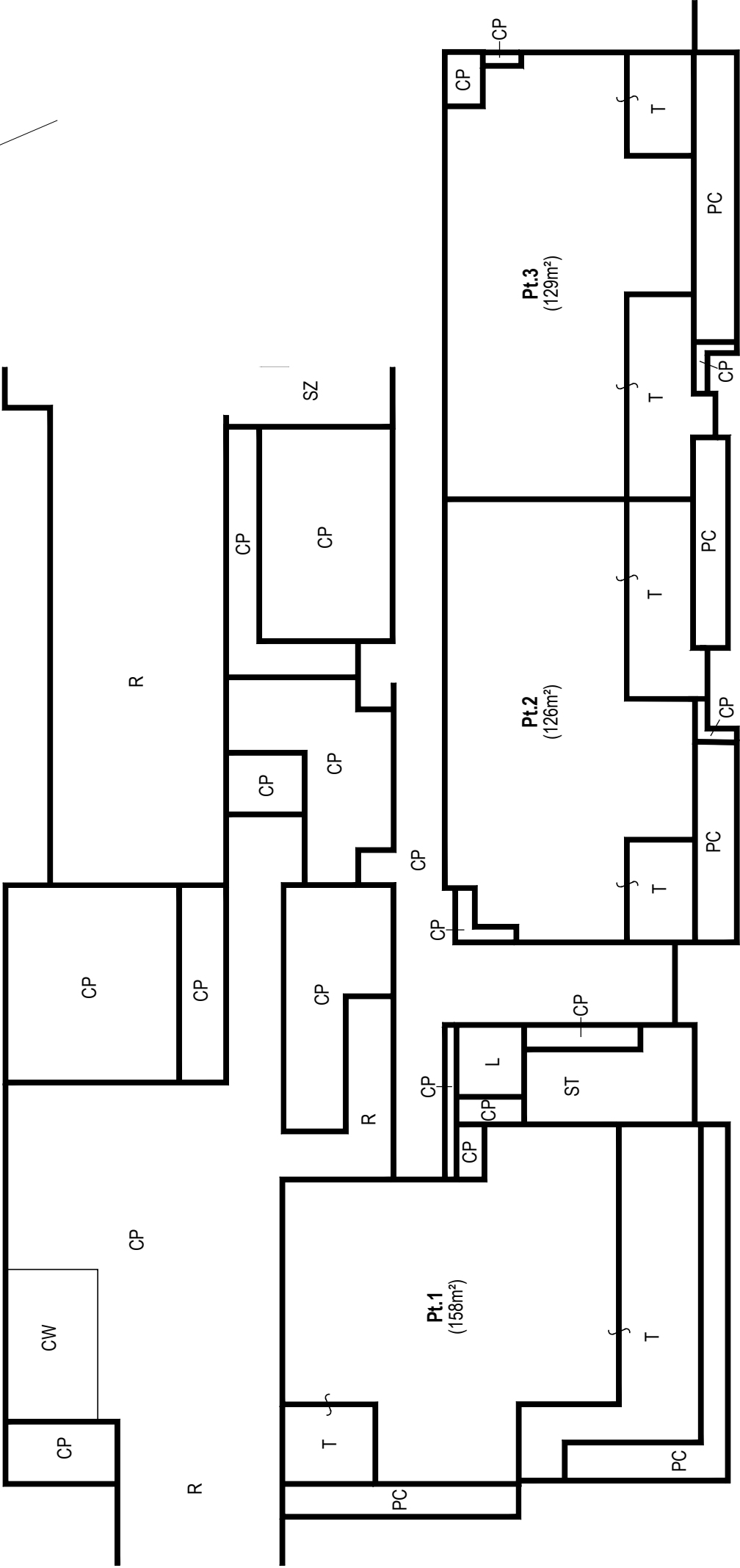
BASEMENT 1 FLOOR PLAN

| | |
|-----|--------------------------|
| CP | COMMON PROPERTY |
| CS# | CAR SPACE (SEE SCHEDULE) |
| S# | STORAGE (SEE SCHEDULE) |
| D | DISABLED |
| L | LIFT (CP) |
| MB | MOTORBIKE SPACE (CP) |
| ST | STAIRS (CP) |
| SZ | SHARED ZONE (CP) |

| | | | |
|---|--|---|---|
| <div>Surveyor: VICTORIA TESTER Date: Surveyor's Ref: 7490</div> | <div>PLAN OF SUBDIVISION OF LOT 210 IN DP1205092</div> | <div><div><div>THE DRAFT STRATA PLAN HAS BEEN PREPARED BY</div><div><div>LAND DEVELOPMENT SOLUTIONS WWW.SDG.NET.AU</div></div></div><div><div>L G A: PENRITH</div><div>Locality: PENRITH</div><div>Reduction Ratio: 1:200</div><div>Lengths are in metres.</div></div></div> | <div><div>SP96468</div><div>Issue P: 15/10/2019</div></div> |
|---|--|---|---|

DRAFT PLAN - SUBJECT TO FINAL SURVEY

| Combined Areas (m²) | | | |
|---------------------|------|----|--|
| Lot | Unit | T | |
| 1 | 112 | 46 | |
| 2 | 103 | 23 | |
| 3 | 104 | 25 | |



SEE SHEET 7 FOR CONTINUATION

NOTES:-

THE STRATUM OF EACH PATIO IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE 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

GROUND FLOOR PLAN

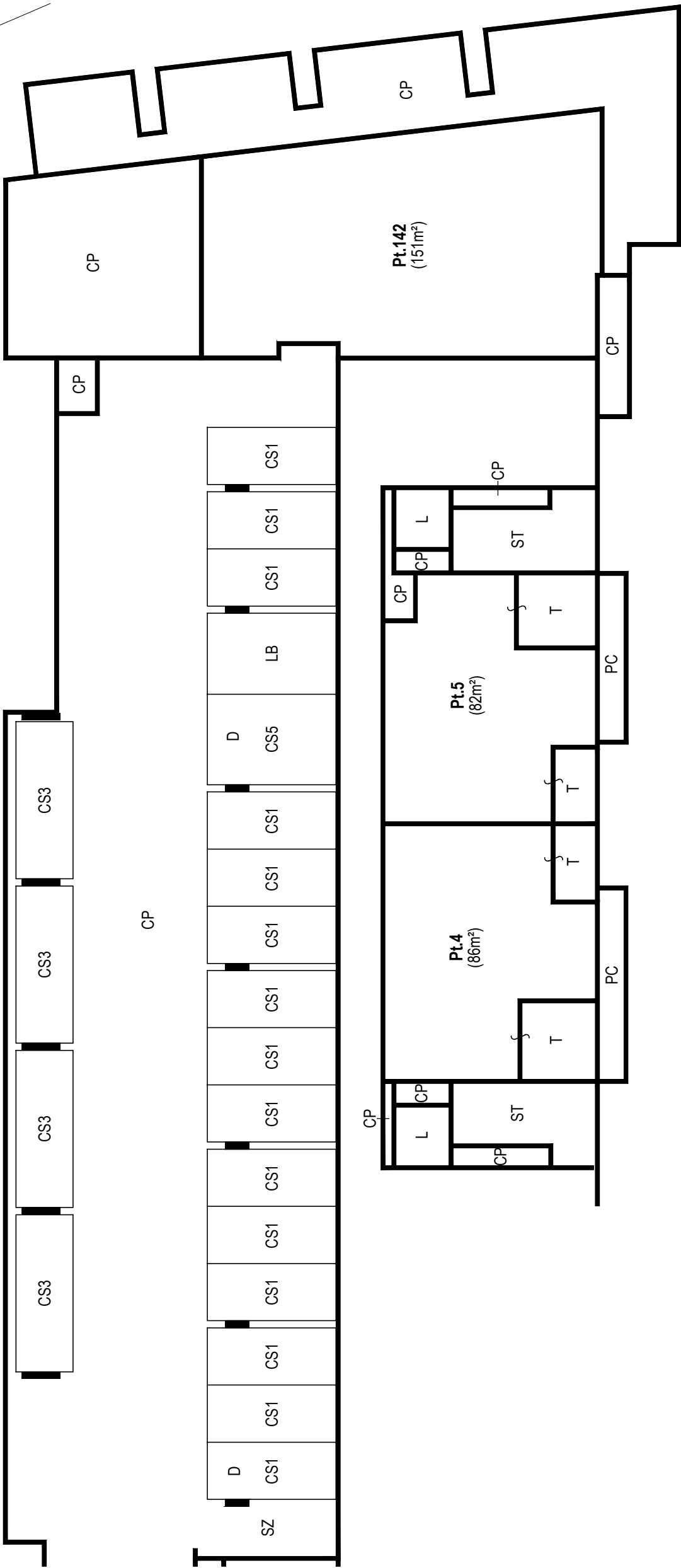
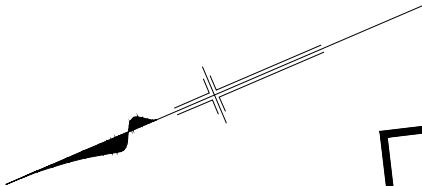
| | |
|----|-------------------|
| CP | COMMON PROPERTY |
| CW | CAR WASH BAY (CP) |
| L | LIFT (CP) |
| PC | PLANTER (CP) |
| R | RAMP (CP) |
| ST | STAIRS (CP) |
| SZ | SHARED ZONE (CP) |
| T | TERRACE |

| | | | |
|---|--|---|--|
| <div>Surveyor: VICTORIA TESTER Date: Surveyor's Ref: 7490</div> | <div>PLAN OF SUBDIVISION OF LOT 210 IN DP1205092</div> | <div>L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:200 Lengths are in metres.</div> | <div><div>THE DRAFT STRATA PLAN HAS BEEN PREPARED BY</div><div><div>LAND DEVELOPMENT SOLUTIONS WWW.SDG.NET.AU</div></div></div> <div><div>SP96468</div><div>Issue P: 15/10/2019</div></div> |
|---|--|---|--|

DRAFT PLAN - SUBJECT TO FINAL SURVEY

| Car Space Schedule | | |
|--------------------|---------|----------|
| Tag | Size | Area(m²) |
| CS1 | 2.4x5.4 | 13 |
| CS3 | 2.4x6.6 | 16 |
| CS5 | 3.8x5.4 | 21 |

| Combined Areas (m²) | | |
|---------------------|------|----|
| Lot | Unit | T |
| 4 | 72 | 14 |
| 5 | 68 | 14 |



SEE SHEET 6 FOR CONTINUATION

NOTES:-

THE STRATUM OF EACH TERRACE AND PLANTER BOX IS LIMITED IN HEIGHT TO 2.5 ABOVE THE UPPER SURFACE OF ITS RESPECTIVE 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

GROUND FLOOR PLAN


| | |
|-----|--------------------------|
| CP | COMMON PROPERTY |
| CS# | CAR SPACE (SEE SCHEDULE) |
| D | DISABLED |
| L | LIFT (CP) |
| LB | LOADING BAY (CP) |
| PC | PLANTER (CP) |
| ST | STAIRS (CP) |
| SZ | SHARED ZONE (CP) |
| T | TERRACE |

Surveyor:
VICTORIA TESTER
Date:
Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200
Lengths are in metres.

THE DRAFT STRATA PLAN
HAS BEEN PREPARED BY

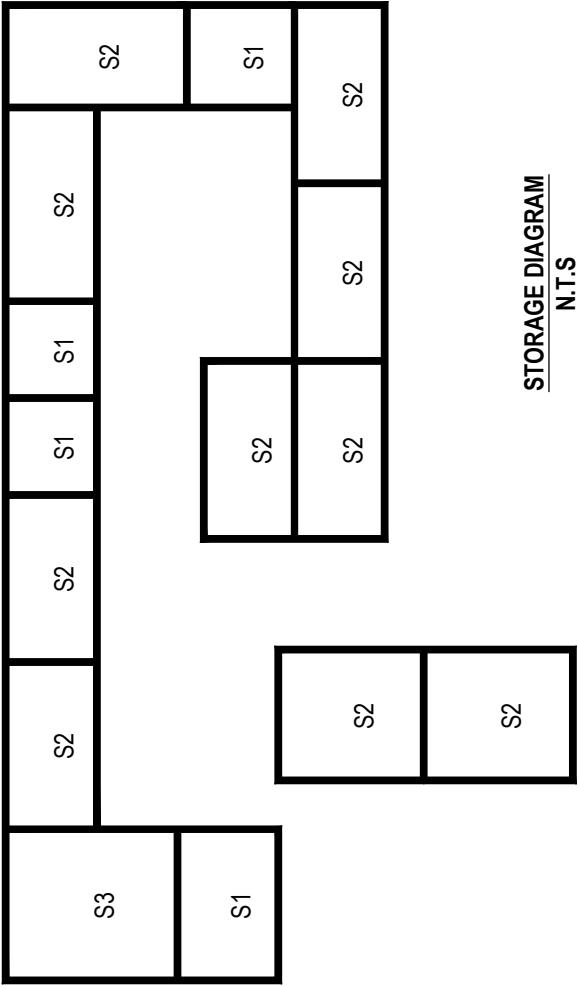


LAND DEVELOPMENT SOLUTIONS
WWW.SDG.NET.AU

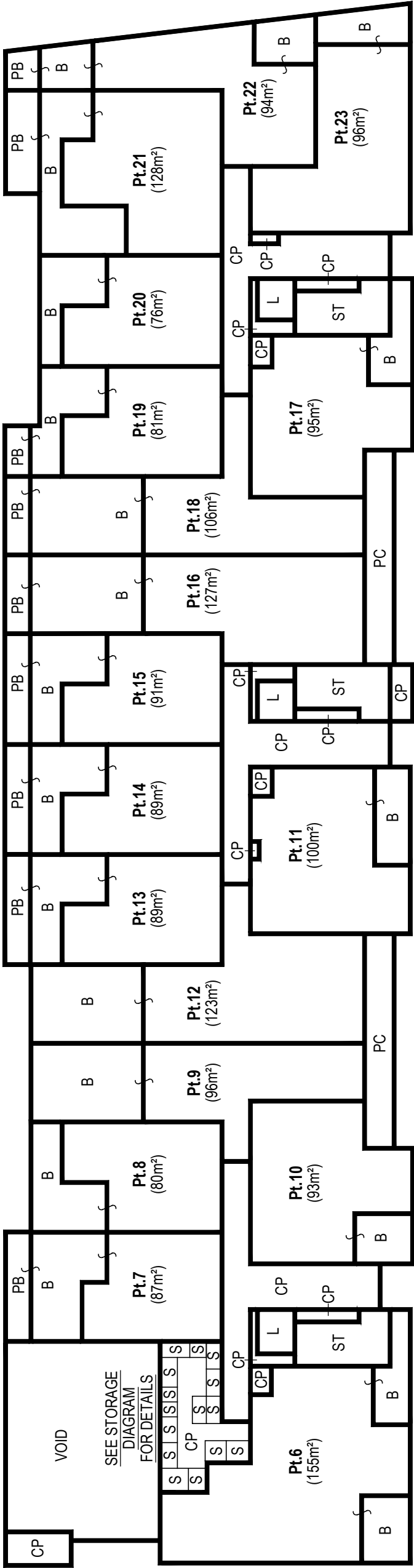
SP96468
Issue P: 15/10/2019

DRAFT PLAN - SUBJECT TO FINAL SURVEY

| Storage Schedule | |
|------------------|-----------------------|
| Tag | Area(m ²) |
| S1 | 1 |
| S2 | 2 |
| S3 | 3 |



| Combined Areas (m ²) | | | |
|----------------------------------|------|----|----|
| Lot | Unit | B | PB |
| 6 | 131 | 24 | - |
| 7 | 54 | 24 | 9 |
| 8 | 59 | 21 | - |
| 9 | 63 | 33 | - |
| 10 | 83 | 10 | - |
| 11 | 88 | 12 | - |
| 12 | 89 | 34 | - |
| 13 | 59 | 20 | 10 |
| 14 | 59 | 20 | 10 |
| 15 | 61 | 20 | 10 |
| 16 | 86 | 34 | 7 |
| 17 | 83 | 12 | - |
| 18 | 65 | 34 | 7 |
| 19 | 58 | 19 | 4 |
| 20 | 59 | 17 | - |
| 21 | 85 | 31 | 12 |
| 22 | 71 | 18 | 5 |
| 23 | 84 | 12 | - |



NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY AND PLANTER BOX 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

LEVEL 1 FLOOR PLAN

| CP | COMMON | PROPERTY |
|----|------------------------|----------|
| S# | STORAGE (SEE SCHEDULE) | |
| B | BALCONY | |
| L | LIFT (CP) | |
| PB | PLANTER | |
| PC | PLANTER (CP) | |
| S | STORAGE | |
| ST | STAIRS (CP) | |

Surveyor:
VICTORIA TESTER
Date:
Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

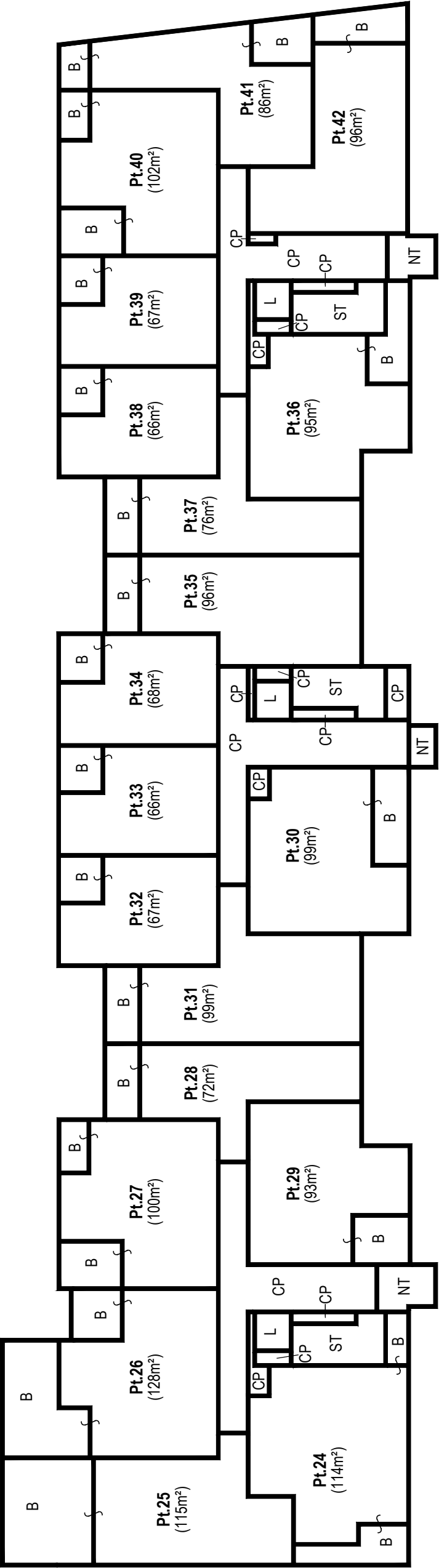
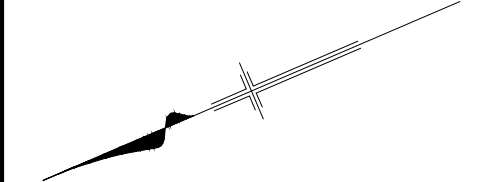
L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:300
Lengths are in metres.



SP96468

Issue P: 15/10/2019

DRAFT PLAN - SUBJECT TO FINAL SURVEY



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

LEVEL 2 FLOOR PLAN

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

Surveyor:

VICTORIA TESTER

Date:

Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

L G A: PENRITH

Locality: PENRITH

Reduction Ratio: 1:300

Lengths are in metres.

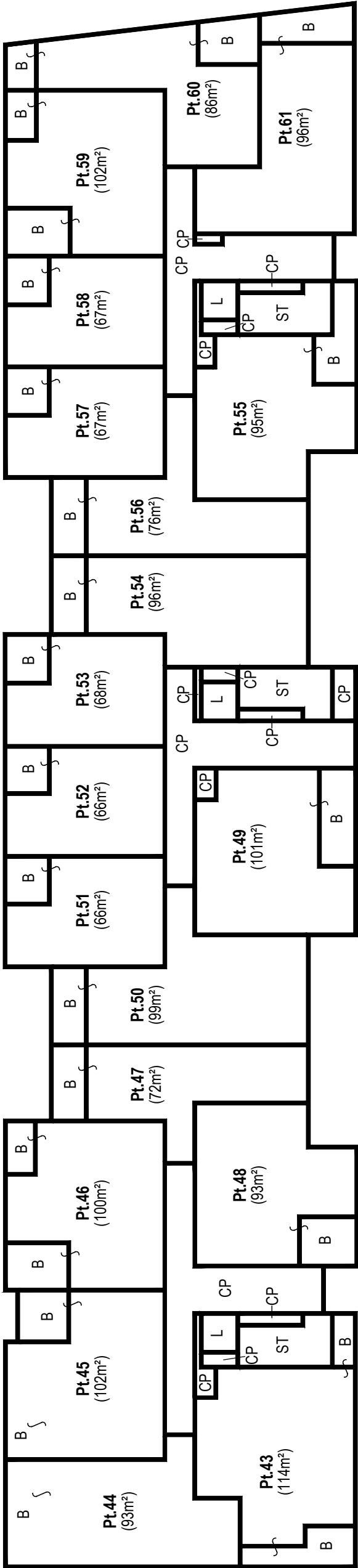
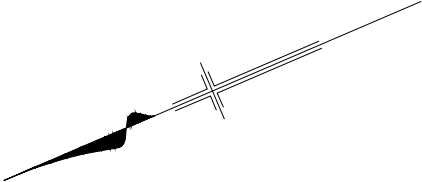


SP96468

Issue P: 15/10/2019

DRAFT PLAN - SUBJECT TO FINAL SURVEY

| Combined Areas (m²) | | |
|---------------------|------|----|
| Lot | Unit | B |
| 43 | 98 | 16 |
| 44 | 79 | 14 |
| 45 | 87 | 15 |
| 46 | 84 | 16 |
| 47 | 62 | 10 |
| 48 | 83 | 10 |
| 49 | 88 | 13 |
| 50 | 89 | 10 |
| 51 | 59 | 7 |
| 52 | 59 | 7 |
| 53 | 61 | 7 |
| 54 | 86 | 10 |
| 55 | 83 | 12 |
| 56 | 66 | 10 |
| 57 | 59 | 8 |
| 58 | 59 | 8 |
| 59 | 85 | 17 |
| 60 | 71 | 15 |
| 61 | 84 | 12 |



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

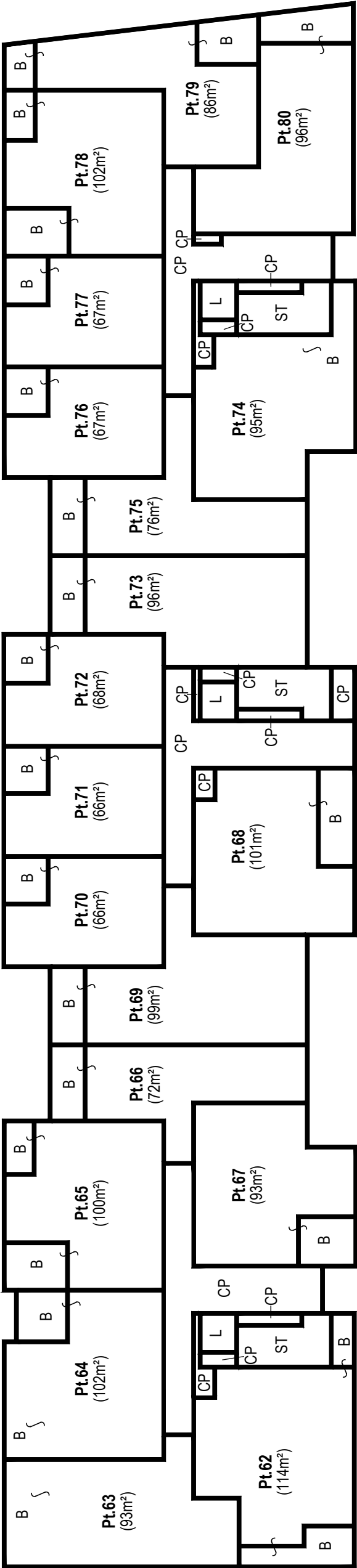
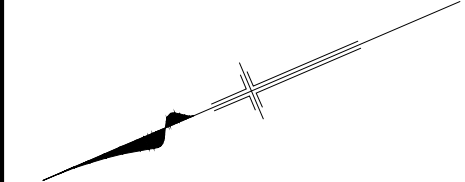
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 3 FLOOR PLAN

| CP | COMMON | PROPERTY |
|----|-------------|----------|
| B | BALCONY | |
| L | LIFT (CP) | |
| ST | STAIRS (CP) | |

| | | | |
|---|---|---|--|
| Surveyor: VICTORIA TESTER Date: Surveyor's Ref: 7490 | PLAN OF SUBDIVISION OF LOT 210 IN DP1205092 | L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:300 Lengths are in metres. | <div><div>THE DRAFT STRATA PLAN HAS BEEN PREPARED BY</div><div><div>SDG</div></div><div>LAND DEVELOPMENT SOLUTIONS WWW.SDG.NET.AU</div></div> <div>SP96468</div> <div>Issue P: 15/10/2019</div> |
|---|---|---|--|

DRAFT PLAN - SUBJECT TO FINAL SURVEY



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

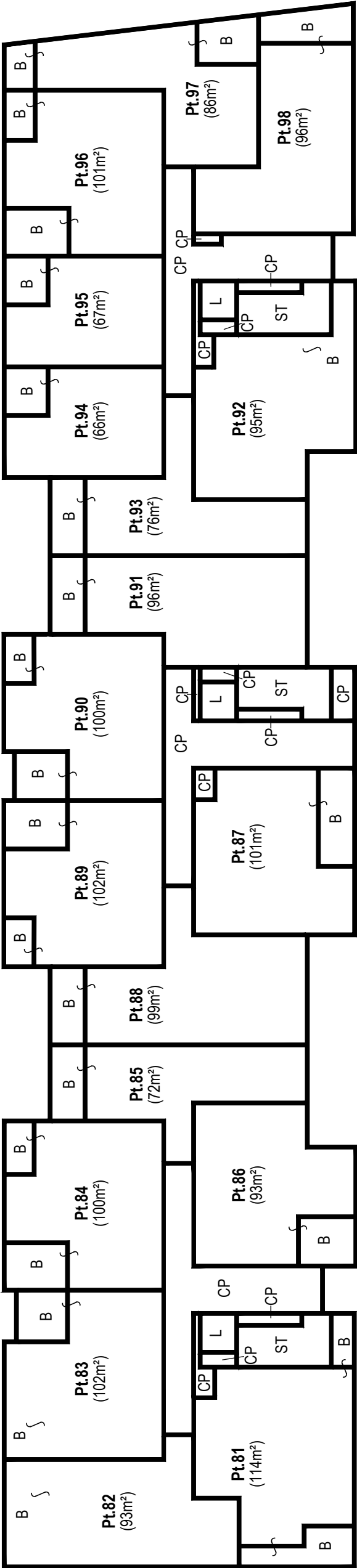
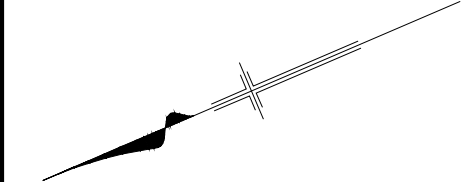
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 4 FLOOR PLAN

| | | |
|----|---------|----------|
| CP | COMMON | PROPERTY |
| B | BALCONY | |
| L | LIFT | (CP) |
| ST | STAIRS | (CP) |

| | | | | |
|---|---|---|--|---|
| Surveyor: VICTORIA TESTER Date: Surveyor's Ref: 7490 | PLAN OF SUBDIVISION OF LOT 210 IN DP1205092 | L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:300 Lengths are in metres. | <div><div>THE DRAFT STRATA PLAN HAS BEEN PREPARED BY</div><div>SDG</div><div>LAND DEVELOPMENT SOLUTIONS WWW.SDG.NET.AU</div></div> | <div>SP96468</div> <div>Issue P: 15/10/2019</div> |
|---|---|---|--|---|

DRAFT PLAN - SUBJECT TO FINAL SURVEY



| Combined Areas (m²) | | |
|---------------------|------|----|
| Lot | Unit | B |
| 81 | 98 | 16 |
| 82 | 79 | 14 |
| 83 | 87 | 15 |
| 84 | 84 | 16 |
| 85 | 62 | 10 |
| 86 | 83 | 10 |
| 87 | 88 | 13 |
| 88 | 89 | 10 |
| 89 | 85 | 17 |
| 90 | 85 | 15 |
| 91 | 86 | 10 |
| 92 | 83 | 12 |
| 93 | 66 | 10 |
| 94 | 58 | 8 |
| 95 | 59 | 8 |
| 96 | 84 | 17 |
| 97 | 71 | 15 |
| 98 | 84 | 12 |

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

LEVEL 5 FLOOR PLAN

| CP | COMMON | PROPERTY |
|----|---------|----------|
| B | BALCONY | |
| L | LIFT | (CP) |
| ST | STAIRS | (CP) |

Surveyor:
VICTORIA TESTER
Date:
Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092

L G A: PENRITH
Locality: PENRITH
Reduction Ratio: 1:300
Lengths are in metres.

THE DRAFT STRATA PLAN
HAS BEEN PREPARED BY

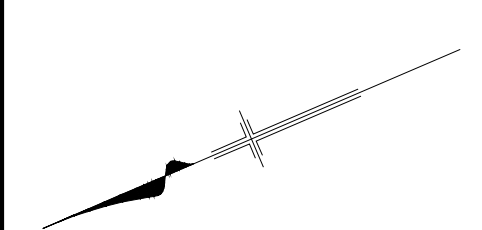
**SDG**

LAND DEVELOPMENT SOLUTIONS
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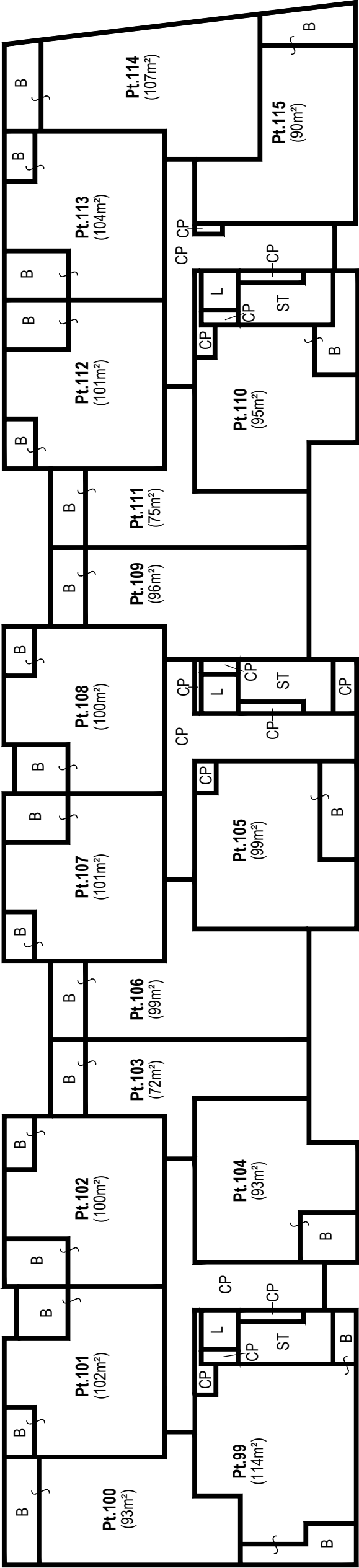
SP96468

Issue P: 15/10/2019

DRAFT PLAN - SUBJECT TO FINAL SURVEY



| Combined Areas (m²) | | |
|---------------------|------|----|
| Lot | Unit | B |
| 99 | 98 | 16 |
| 100 | 79 | 14 |
| 101 | 87 | 15 |
| 102 | 84 | 16 |
| 103 | 62 | 10 |
| 104 | 83 | 10 |
| 105 | 87 | 12 |
| 106 | 89 | 10 |
| 107 | 84 | 17 |
| 108 | 85 | 15 |
| 109 | 86 | 10 |
| 110 | 83 | 12 |
| 111 | 65 | 10 |
| 112 | 84 | 17 |
| 113 | 86 | 18 |
| 114 | 95 | 12 |
| 115 | 77 | 13 |



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

LEVEL 6 FLOOR PLAN

| | | |
|----|---------|----------|
| CP | COMMON | PROPERTY |
| B | BALCONY | |
| L | LIFT | (CP) |
| ST | STAIRS | (CP) |

Surveyor:
VICTORIA TESTER

Date:

Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092


L G A: PENRITH

Locality: PENRITH

Reduction Ratio: 1:300

Lengths are in metres.

THE DRAFT STRATA PLAN
HAS BEEN PREPARED BY

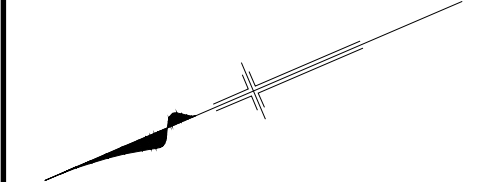


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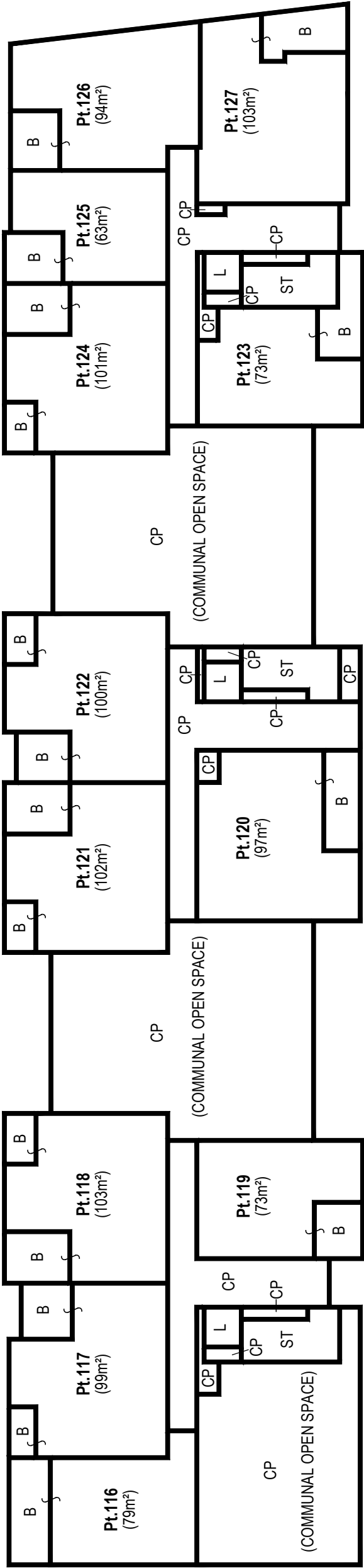
SP96468

Issue P: 15/10/2019

DRAFT PLAN - SUBJECT TO FINAL SURVEY



| Combined Areas (m²) | | |
|---------------------|------|----|
| Lot | Unit | B |
| 116 | 64 | 15 |
| 117 | 85 | 14 |
| 118 | 86 | 17 |
| 119 | 64 | 9 |
| 120 | 85 | 12 |
| 121 | 85 | 17 |
| 122 | 85 | 15 |
| 123 | 61 | 12 |
| 124 | 84 | 17 |
| 125 | 55 | 8 |
| 126 | 84 | 10 |
| 127 | 90 | 13 |



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

LEVEL 7 FLOOR PLAN

| CP | COMMON | PROPERTY |
|----|-------------|----------|
| B | BALCONY | |
| L | LIFT (CP) | |
| ST | STAIRS (CP) | |

Surveyor:
VICTORIA TESTER

Date:

Surveyor's Ref: 7490

PLAN OF SUBDIVISION OF LOT 210 IN DP1205092


L G A: PENRITH

Locality: PENRITH

Reduction Ratio: 1:300

Lengths are in metres.

THE DRAFT STRATA PLAN
HAS BEEN PREPARED BY



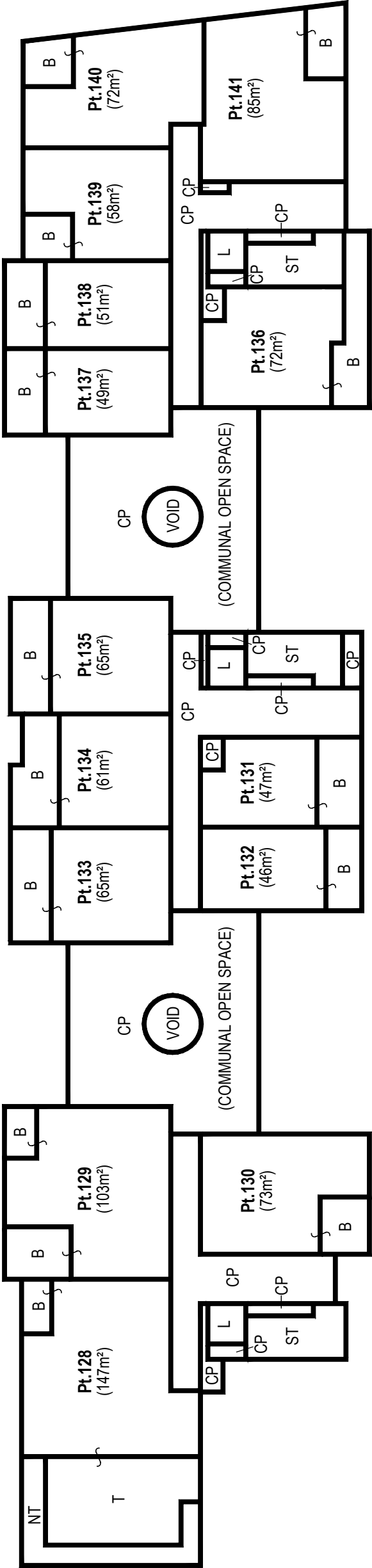
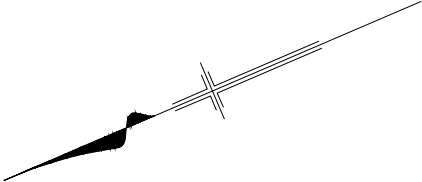
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Issue P: 15/10/2019

DRAFT PLAN - SUBJECT TO FINAL SURVEY

| Combined Areas (m²) | | |
|---------------------|------|----|
| Lot | Unit | B |
| 128 | 96 | 51 |
| 129 | 86 | 17 |
| 130 | 64 | 9 |
| 131 | 33 | 14 |
| 132 | 36 | 10 |
| 133 | 49 | 16 |
| 134 | 45 | 16 |
| 135 | 49 | 16 |
| 136 | 55 | 17 |
| 137 | 37 | 12 |
| 138 | 39 | 12 |
| 139 | 51 | 7 |
| 140 | 64 | 8 |
| 141 | 75 | 10 |



NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY, TERRACE AND PLANTER BOX 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

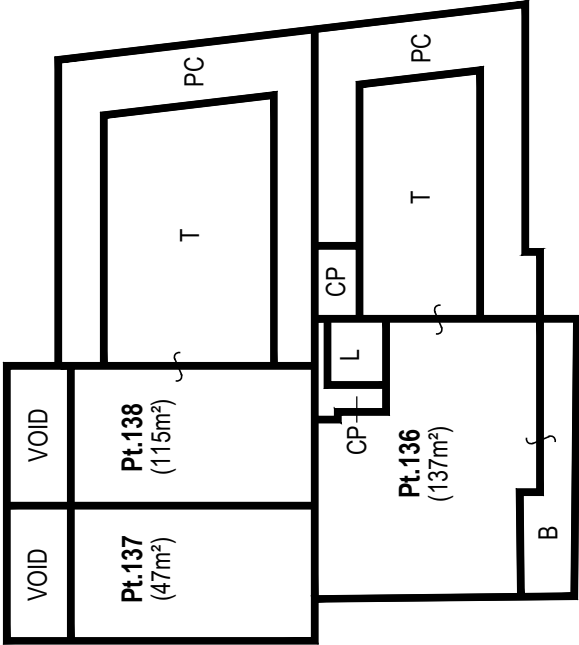
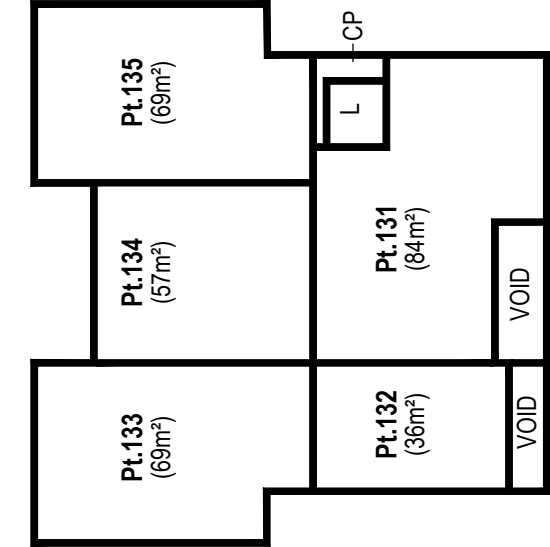
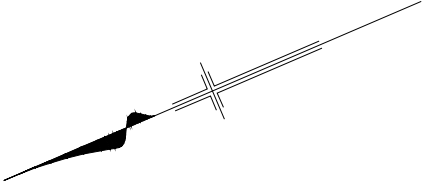
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

LEVEL 8 FLOOR PLAN

| | |
|----|-----------------------------|
| CP | COMMON PROPERTY |
| B | BALCONY |
| L | LIFT (CP) |
| NT | NON - TRAFFICABLE ROOF (CP) |
| ST | STAIRS (CP) |
| T | TERRACE |

| | | | |
|---|--|--|---|
| <div>Surveyor: VICTORIA TESTER Date: Surveyor's Ref: 7490</div> | <div>PLAN OF SUBDIVISION OF LOT 210 IN DP1205092</div> | <div><div>L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:300 Lengths are in metres.</div><div><div>THE DRAFT STRATA PLAN HAS BEEN PREPARED BY</div><div><div>SDG</div><div>LAND DEVELOPMENT SOLUTIONS WWW.SDG.NET.AU</div></div></div></div> | <div><div>SP96468</div><div>Issue P: 15/10/2019</div></div> |
|---|--|--|---|

DRAFT PLAN - SUBJECT TO FINAL SURVEY



NOTES:-

THE LIMIT OF THE STRATUM OF EACH BALCONY, TERRACE AND PLANTER BOX 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

LEVEL 9 FLOOR PLAN

| CP | COMMON | PROPERTY |
|----|---------|----------|
| B | BALCONY | |
| L | LIFT | (CP) |
| PC | PLANTER | (CP) |
| T | TERRACE | |

| | | | | |
|---|---|---|--|--------------------------------|
| Surveyor: VICTORIA TESTER Date: Surveyor's Ref: 7490 | PLAN OF SUBDIVISION OF LOT 210 IN DP1205092 | L G A: PENRITH Locality: PENRITH Reduction Ratio: 1:300 Lengths are in metres. | <div><div>THE DRAFT STRATA PLAN HAS BEEN PREPARED BY</div><div><div>SDG</div></div><div>LAND DEVELOPMENT SOLUTIONS WWW.SDG.NET.AU</div></div> | SP96468 Issue P: 15/10/2019 |
|---|---|---|--|--------------------------------|

Attachment 4

Strata Instrument

Attachment 5 By-Laws

| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 1 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

Instrument setting out the details of by-laws to be created upon registration of the Strata Plan
Residential Strata By-laws

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| 15. Moving and delivering furniture and goods | 12 |
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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 2 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 3 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

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This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 4 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

Notes on by-laws

The by-laws regulate the day to day management and operation of the Building. They are an essential document for the Owners Corporation and any Owner or Occupier.

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

The Owners Corporation may amend the by-laws.

Draft

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 5 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

1. Definitions

Act means Strata Schemes Management Act 2015 (NSW) as amended.

Air Conditioning System means an air conditioning unit and all pipes, wires, ducts, vents and grills associated with that air conditioning unit.

Authority means any national, state or local government, semi-government, quasi-government or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction and power in relation to the Scheme.

Balcony means a balcony, terrace or courtyard in a Lot.

Balcony Fittings means the Common Property water taps, gas bayonets, light fittings and electricity fittings on a Balcony.

Building means the buildings constructed within the Scheme and includes all recreational facilities, car parking, Storage Areas and Common Property within the Scheme.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 26.

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

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);
- (d) Common Property services; or
- (e) services in the Building, whether or not they are for the exclusive use of the Lot, but exclude:
 - (f) minor fit out works inside a Lot;
 - (g) works or alterations to the interior of Common Property walls in a Lot; and

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 6 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

- (h) works which an Owner is entitled to carry out under a Common Property Rights By-Law,

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

Common Property means the common property created upon the registration of the Strata Plan and the personal property of the Owners Corporation.

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

Concierge means the concierge appointed by the Owners Corporation according to by-law 53.

Consent Authority means the relevant consent authority from time to time with building and development consent power in respect of the Site.

Council means Penrith City Council.

Lot means a lot in the Scheme.

Occupier means the occupier, licensee or person in lawful possession of a Lot.

Original Proprietor means Urban Apartments Pty Limited ACN 096 925 423 or any nominee of Urban Apartments Pty Limited ACN 096 925 423 notified to the Strata Committee.

Owner means the registered proprietor of a Lot and includes:

- (a) the lessee for the time being of a leasehold interest in the Lot; and
- (b) a mortgagee in possession of the Lot.

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

Scheme means the strata scheme created on registration of the Strata Plan accompanying these by-laws.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 7 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

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

Site means the land comprising the Strata Plan.

Storage Area means any area that is designated on the Strata Plan as a storage area including designated storage areas that form part of a Lot and any area which the Original Proprietor or Owners Corporation, as the case may be, has granted to an Owner being a right to the exclusive use and enjoyment of an area of Common Property for the purpose of storage.

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

Strata Manager means the person appointed from time to time under Part 4 of Division 1 of the Act in relation to the Scheme.

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

Recreational Facilities means any pool, gymnasium, barbeque area or other similar facility located on the Common Property.

2. Interpretation

In these by-laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it
- (b) the singular includes the plural and vice versa
- (c) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns
- (d) headings are for convenience and do not affect the interpretation of these by-laws, and
- (e) unenforceability of a part or provision of these by-laws does not affect the enforceability of any other part or provision.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 8 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

3. Noise

An Owner or Occupier of a Lot must not create any noise on that Lot or on 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.

4. Vehicles

- (a) An Owner or Occupier must not park or stand any motor vehicle or other vehicle on Common Property or allow any invitee of the Owner or Occupier to park or stand any motor vehicle or other vehicle on Common Property except with the prior written approval of the Owners Corporation.
- (b) An Owner or Occupier must not park or stand any motor vehicle or other vehicle in any parking space designated for use by visitors.
- (c) An Owner or Occupier of a Lot must not at any time enclose any car parking space forming part of that Lot, or alter or erect anything on such car parking space.

5. Obstruction of Common Property

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

6. Damage to lawns and plants on Common Property

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

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

7. Damage to Common Property

- (a) An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of Common Property except with the written approval of the Owners Corporation.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

| | | |
|-----------------|---------------------|------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 9 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

- (b) An approval given by the Owners Corporation under this by-law cannot authorise any additions to Common Property.
- (c) This by-law does not prevent an Owner or person authorised by an Owner from installing:
- (i) any locking or other safety device for protection of the Owner's Lot against intruders or to improve safety within the Owner's Lot
 - (ii) any screen or other device to prevent entry of animals or insects on the Owner's Lot
 - (iii) any structure or device to prevent harm to children, or
 - (iv) any device used to affix decorative items to the internal surfaces of walls in the Owner's Lot,
- unless the device is likely to affect the operation of fire safety devices in the Lot or to reduce the level of safety in the Lots or Common Property.
- (d) Any such locking or safety device, screen, other device or structure must:
- (i) be installed in a competent and proper manner;
 - (ii) must have an appearance, after it has been installed, in keeping with the appearance of the rest of the Building;
 - (iii) must, before its installation, be submitted for approval by the Owners Corporation for assessment on its compliance with (ii) above.
- (e) Despite section 106 of the Act, the Owner of a Lot must:
- (i) maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 7(c) that forms part of Common Property and that services the Lot; and
 - (ii) repair any damage caused to any part of Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in this by-law that forms part of Common Property and that services the Lot.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

| | | |
|-----------------|---------------------|-------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 10 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

- (f) If an Owner or person authorised by an Owner installs a device, screen or structure pursuant to this by-law which does not comply with fire safety standards of Australia or is not in keeping with the appearance of the Building in accordance with this by-law, the Owners Corporation or any person authorised by it, may remove such screen, structure or device and replace it with a screen, structure or device which complies with fire safety standards of Australia or is in keeping with the appearance of the Building in accordance with this by-law. The costs of the Owners Corporation in removing and replacing that screen, structure or device shall be a debt payable by the Owner to the Owners Corporation on demand.

8. Behaviour of Owners and Occupiers

- (a) An Owner or Occupier of a Lot, when on Common Property, must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.
- (b) An Owner or Occupier of a Lot must take all reasonable steps to ensure that any persons authorised by that Owner or Occupier to enter the Building 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 the Common Property.
- (c) Where these by-laws require a person authorised by an Owner or Occupier to do anything or to refrain from doing anything, the Owner or Occupier inviting or permitting that authorised person to enter the Building must ensure that the relevant authorised person complies with such requirement.

9. Children playing on Common Property in Building

- (a) An Owner or Occupier 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 car parking or recreational area or other area of possible danger or hazard to children.
- (b) An Owner or Occupier must not permit any child of whom the Owner or Occupier has control to play or otherwise obstruct the lifts, stairs or access ways on Common Property.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

| | | |
|-----------------|---------------------|-------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 11 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

10. 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.

11. Depositing rubbish and other material on Common Property

An Owner or Occupier must not deposit or throw on Common Property any rubbish, dirt, dust or other material or discarded item other than in receptacles placed on Common Property for this purpose.

12. Washing, curtains, vehicles

An Owner or Occupier may not:

- (a) dry, air or display clothing other than in areas designated for that purpose by the Estate Manager.
- (b) without the consent of the Strata Committee permit rubbish, materials, vehicles, plant or equipment to remain in locations visible outside its Lot, or
- (c) treat windows and glass doors with any treatment (including, without limit, curtains or blinds) other than those of a style and colour approved by the Owners Corporation.

13. Cleaning windows and doors

An Owner or Occupier of a Lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of that Lot, including so much as is Common Property, unless:

- (a) the Owners Corporation resolves that it will keep the glass or specified part of the glass clean, or
- (b) that glass or part of the glass cannot be accessed by the Owner or Occupier of the Lot safely or at all.

14. Storage of inflammable liquids and other substances and materials

- (a) 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 Common Property any

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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| | | |
|-----------------|---------------------|-------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 12 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

inflammable chemical, liquid or gas or other inflammable material in a quantity exceeding one litre.

- (b) 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.

15. Moving and delivering furniture and goods

- (a) Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of the Building or move large articles (e.g. furniture) through Common Property.
- (b) When an Owner or Occupier takes deliveries or moves furniture or goods through the Building, they must:
- (i) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift
 - (ii) repair any damage they (or the person making the delivery) cause to Common Property, and
 - (iii) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.
- (c) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Building:
- (i) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation
 - (ii) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days
 - (iii) Owners or Occupiers may be prohibited from moving items through the front foyer(s) of the Building and/or restricted to using a particular lift or lifts nominated by the Owners Corporation, and
 - (iv) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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| | | |
|-----------------|---------------------|-------------------------|
| Approved Form 7 | Strata Plan By-Laws | (Sheet 13 of 36 sheets) |
| Registered: | Office Use Only | Office Use Only |

the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

- (d) The Owners Corporation may appoint the Estate Manager and/or the Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:
 - (i) make arrangements with the person so appointed when they move in or out of the Building, and
 - (ii) comply with the requirements of the person so appointed when they take deliveries or move furniture or goods through the Building.

16. Floor coverings

- (a) An Owner of a Lot must ensure that all floor space within the Lot 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.
- (b) An Owner must not cover the floor space of a Lot with tiles, timber flooring, or any other substance which may cause a nuisance or disturb the peaceful enjoyment of the Owner or Occupiers of another Lot without the consent in writing of the Owners Corporation, which consent may be withheld in its absolute discretion.
- (c) If an Owner wants to change the floor covering or treatment of a Lot to other than the floor covering or treatment existing as at the date of registration of the Strata Plan:
 - (i) the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and must comply with the requirement of the Building Code of Australia;
 - (ii) the Owner of the Lot must notify the Owners Corporation at least 21 days before changing any of the floor coverings or treatments of the Lot; and
 - (iii) following installation of the floor covering or treatment, provide the Owners Corporation with an acoustic report signed by an acoustic engineer or

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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other appropriately qualified person to demonstrate that this by-law has been complied with.

- (d) By-law 16(b) does not apply to floor space of a Lot comprising a kitchen, laundry, lavatory or bathroom.
- (e) By-law 16(c)(ii) 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, treatment or surface.
- (f) Each Owner acknowledges that that if at the date of registration of the Strata Plan their Lot contained engineered timber flooring, to the extent that the flooring is Common Property, that owner is granted exclusive use of such timber flooring and is responsible for its maintenance and repair.

17. Garbage disposal

- (a) An Owner or Occupier of a Lot:
 - (i) must ensure that:
 - (A) recyclable material or waste is transported to the receptacles in secure waterproof bags, or containers, and in the case of fluid waste in sealed containers that do not leak, and
 - (B) 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, and
 - (ii) 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.
- (b) In no circumstances may garbage, recyclable material or waste (or receptacles for the same) be visible from outside the Building other than on days specified by the Council for collection.
- (c) If there is any inconsistency between the terms of this by-law and any Consent Authority requirements, the Consent Authority requirements will prevail.

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18. Keeping of animals

- (a) Subject to section 139(5) of the Act, an Owner or Occupier must not, without the written consent of the Strata Committee, keep any animal on its Lot or on Common Property.
- (b) A request for written consent of the Strata Committee must include:
 - (i) details of the type and size (including weight) of the animal, and
 - (ii) a photograph of the animal,
 and consent will not be granted for an animal other than a:
 - (i) cat, or
 - (ii) dog weighing less than 10kg (other than a dangerous dog as defined in the *Companion Animals Act 1998*), or
 - (iii) caged bird, and/or
 - (iv) fish in a secure aquarium, or
 - (v) any other small animal approved by the Strata Committee.
- (c) An Owner or Occupier must ensure that its cat or dog is vaccinated and micro chipped, registered with the local council and its registration number is given to the Owners Corporation before and while it is kept on the Owner's or Occupier's Lot.
- (d) An Owner and Occupier must ensure that its cat, dog or bird:
 - (i) is kept within the Lot whenever practicable
 - (ii) is carried, leashed, caged or otherwise kept under control when on the Common Property
 - (iii) is prevented from fouling the Common Property and that any such fouling is immediately removed, and
 - (iv) does not interfere with the peaceful enjoyment of another Owner or Occupier of a Lot in the Scheme, or damage the Common Property or the

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property of another Owner or Occupier and that any such damage must immediately be made good at no cost to the Owners Corporation.

- (e) Any animal found on the Common Property that is not carried, leashed, caged or otherwise accompanied by an Owner, Occupier or visitor at all times while on the Common Property, may be removed at that time from the Common Property to the RSPCA or similar facility without the need for prior investigations as to ownership and without any duty to recompense an Owner, Occupier or visitor to the Scheme any associated costs, including but not limited to any costs associated with the animal's recovery.
- (f) If three or more substantiated complaints about an animal's behaviour are made within a consecutive sixty day period by another Owner or Occupier of a Lot, the Strata Committee is entitled to rescind its consent by way of written notice to the Owner or Occupier, following which the animal must be removed from the Lot and the Scheme within seven days.
- (g) Nothing in this by-law overrides the operation of the *Companion Animals Act 1998*.

19. Appearance of Lot

- (a) 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 appearance of the rest of the Building.
- (b) If a Lot contains a private courtyard, the Owner or Occupier of that Lot must maintain the landscaping and the general appearance of the courtyard in accordance with the landscaping standards and the general standard of the Building.
- (c) The Owner or Occupier must not, without the written consent of the Owners Corporation, affix anything to the exterior of the Building or a Lot within the Building or the Common Property or maintain within the Lot anything visible from outside the Lot that, viewed from outside the Lot, is not in keeping with the appearance of the rest of the Building. This prohibition includes (without limitation):
 - (i) the display of "for sale" or "for lease" signs, or any other form of notice or advertising, and

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- (ii) satellite dishes or antennas.

20. Change in use of Lot to be notified

An Occupier of a Lot must notify the Owners Corporation if the Occupier uses a Lot in a way that may affect the insurance premiums for the Scheme (for example, if the use results in a hazardous activity being carried out on the Lot, or results in the Lot being used for non-residential purposes).

21. Fire safety

The Owner or Occupier of a Lot must not do any thing or permit any invitees of the Owner or Occupier to do any thing on the Lot or Common Property that is likely to affect the operation of fire safety devices on the Site or to reduce the level of fire safety in the Lots or Common Property.

22. Prevention of hazards

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

23. Selling and leasing activities

- (a) The Original Proprietor may on Common Property and any Lot owned or occupied by the Original Proprietor:
- (i) maintain selling and leasing offices and facilities
 - (ii) install, affix and maintain signs in connection with those selling and leasing activities, and
 - (iii) conduct selling, leasing and auction activities.
- (b) No other Owner or Occupier may maintain facilities or signs, or otherwise conduct selling or leasing activities, without Owners Corporation approval.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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24. Security

24.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

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

24.2 Installation of security equipment

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

24.3 Restricting access to Common Property

The Owners Corporation has the power to:

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

24.4 Obligations

An Owner or Occupier must not:

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

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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25. Security Keys

25.1 Providing Owners and Occupiers

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 24.

25.2 Number of Security Keys per Lot

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

25.3 Ownership

Security Keys belong to the Owners Corporation.

25.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded;
- (c) cancel Security Keys if in the Owners Corporation's reasonable opinion the Owner or Occupier to whom it has been issued no longer has an association with Scheme or has breach these By-Laws in a manner requiring the Security Key's cancellation; and
- (d) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have

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provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

25.5 Obligations

Owners and Occupiers must:

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

25.6 Prohibitions

An Owner Occupier must not:

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

26. Building Manager

26.1 Appointment

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

26.2 Delegation

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

26.3 Duties

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

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

27. Air conditioning

- (a) An Owner, Occupier or the Owners Corporation must not install or maintain on a Lot or Common Property any air conditioning unit (**unit**) other than of a type and style approved by the Owners Corporation and with a power rating, noise rating and in a location directed by the Strata Committee.
- (b) An Owner and/or an Occupier of a Lot is at all times responsible for ensuring that the unit complies with all relevant legislation and regulations relating to the operating noise levels of the unit and indemnifies the Owners Corporation for any liability or expense incurred by the Owners Corporation arising from any breach of noise regulations.
- (c) An Owner of a Lot has a right of exclusive use and enjoyment of that part of the Common Property required in order to install and keep a unit to service his or her Lot.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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- (d) The Owner must maintain the unit, or any modification or addition to the unit, in a state of good and serviceable repair and appearance, and must renew or replace it whenever necessary or as reasonably required by the Owners Corporation. If the Owner decides to replace or renew the unit, the Owner must inform the Owners Corporation in writing of his intention to do so at least 14 days prior to the replacement or renewal.
- (e) An Owner at his or her cost must repair any damage to the Common Property occurring in the installation, maintenance, replacement, repair or renewal of the unit or any modification or addition to the unit.
- (f) An Owner must indemnify the Owners Corporation against any liability or expense that would not have been incurred if the unit had not been installed.
- (g) The unit always remains the property of the Owner of the Lot and does not become Common Property or come under the ownership of the Owners Corporation at any time.
- (h) Where any Air Conditioning System is installed for the benefit of an individual Lot before registration of the Strata Plan, the Owner of the Lot is liable for all costs of maintaining and operating that system. The Owner of that individual Lot is granted a right of exclusive use and enjoyment in accordance with paragraph (c) above and must comply with paragraphs (b), (d), (e) and (f) except that the phrase "Air Conditioning System" is substituted in place of the word unit wherever it appears in those paragraphs.
- (i) If air handling condensers are located on the balconies of Lots, they must be located either greater than 1.0m from the balustrade or, if located less than 1.0m from the balustrade, the condensers must be located on plinths or supports such that the top of the condenser is at least 760mm above the floor level, and the plinths or supporting structures are recessed beneath the condenser unit so that they do not project out and provide a foothold within the 150mm to 760mm zone. The fittings for the condensers are to be located on the end of the unit that is opposite to the balustrade and provided with a form of cover plate to avoid a foothold being created.

28. Hot water systems

- (a) This by-law applies if there is a Common Property hot water system.
- (b) The Owner of each Lot has a right to use the Common Property hot water system.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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- (c) Each Owner or Occupier must give the Owners Corporation, or a person authorised by the Owners Corporation, reasonable access to his or her Lot to maintain, repair or replace the connections to the hot water system.
- (d) The Owners Corporation must operate, maintain, repair and replace the hot water system.
- (e) The Owners Corporation may enter into agreements with third party providers in relation to the operation, maintenance, repair and replacement of any hot water system.

29. Structural support in the Building

An Owner or Occupier must not carry out any alteration to any part of the Building which renders structural support to any other part of the Building, without first submitting copies of all relevant plans, and approvals to the Owners Corporation and obtaining the prior written approval of the Owners Corporation to the proposed alteration. The consent of all relevant authorities required by law must also be obtained for the alterations and any works approved by the Owners Corporation must be carried out in accordance with the conditions imposed by all relevant authorities and the Owners Corporation.

30. Access to inspect or read meters

Where any meter is located within a Lot, the Owner or Occupier of that Lot must, on receiving reasonable notice, give access to persons authorised by the Owners Corporation to allow the reading or servicing of that meter. An Owner or Occupier is entitled to require the presence of the Strata Manager, Estate Manager or other authorised employee or representative of the Owners Corporation before granting access to allow inspection or reading of any meter that is located within a Lot.

31. Controls on hours of operation and use of facilities

- (a) The Strata Committee may make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the Lots or the Lots and Common Property of the Scheme:
 - (i) that non residential activities may be conducted on a Lot or Common Property only during certain times;
 - (ii) that facilities situated on the Common Property may be used only during certain times or on certain conditions; and

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(iii) that deliveries to or from a Lot or Lots are to be transported through or on Common Property only during certain times or on certain conditions.

(b) An Owner or Occupier of a Lot must comply with a determination referred to in by-law 31(a).

32. Annual fire safety certification

The Owners Corporation shall certify to the Council and the NSW Fire Brigade and provide a Fire Safety Certificate annually confirming that the essential services installed in the Building for the purpose of fire safety have been inspected and at the time of inspection are capable of operating to the required minimum standard.

33. Loading and unloading

An Owner or Occupier of a Lot must ensure that all loading and unloading of service vehicles in connection with the use of the Lot shall be carried out wholly within the Site at all times, or in designated on-street loading zones approved in consultation with Council under a traffic management plan.

34. Unobstructed driveways and parking areas

(a) An Owner or Occupier of a Lot must not at any time obstruct driveway or parking areas and will not use any driveway or car spaces for the manufacture, storage or display of goods, materials or any other equipment and the driveways and car spaces are to be used solely for vehicular access and for the parking of vehicles associated with the use of the Lot.

(b) An Owner or Occupier of a Lot must not at any time use any car space or the Common Property for:

- (i) washing vehicles (other than the car wash bay area), and/or
- (ii) repairing, modifying and/or maintaining any vehicle whatsoever.

35. Vehicular access

The Owners Corporation will exhibit signs in a prominent location advising that all vehicles entering or leaving the Common Property are to be driven in a forward direction at all times.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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36. Noise control – plant and machinery

An Owner or Occupier of a Lot must not cause the emission of noise by the operation of any plant and machinery or other equipment on a Lot that exceeds 5dB(A) above the background noise level when measured at the boundary of the Lot.

37. Public access

An Owner or Occupier will not obstruct a public accessway with any materials, vehicles, refuse, skips or the like under any circumstances.

38. Failure to comply with by-laws

- (a) The Owners Corporation may do any act, as an Owner or Occupier of a Lot, that an Owner or Occupier should have done under the Act or these by-laws, but which an Owner or Occupier has not done or, in the reasonable opinion of the Owners Corporation, has not done properly.
- (b) The Owners Corporation must give an Owner and/or Occupier written notice specifying when it will enter an Owner's and/or Occupier's Lot to do any work required to be done in the exercise of the rights conferred on the Owners Corporation under these by-laws. An Owner and/or Occupier must:
 - (i) give the Owners Corporation (or persons authorised by it) access to an Owner's and/or Occupier's Lot as required by the notice and at the cost of that Owner and/or Occupier, and
 - (ii) pay the Owners Corporation the costs incurred for doing the work.
- (c) The Owners Corporation may recover money an Owner or Occupier owes it under these by-laws as a debt payable upon demand.
- (d) The rights of the Owners Corporation under this by-law 38 are in addition to those that it has under the Act.

39. Cleaning of Lot and range hoods

The Owner or Occupier of a Lot shall maintain the Lot in a clean and tidy condition and free of vermin and shall clean the filters of any range hood installed in the Lot every 3 months.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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40. Products used in Scheme

The Owners and Occupiers acknowledge that natural products have been specified in the design of the Building and that these natural products have characteristics that may lead to uneven wear, minor distortion, staining and discolouration. An Owner and Occupier cannot make any objection in relation to these matters. The Owners Corporation must treat and maintain those materials regularly and in accordance with the suppliers recommendations.

41. Balconies

41.1 What can be kept on a Balcony?

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

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

41.2 Prohibitions on items on balconies

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

41.3 Removing items from a Balcony

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

41.4 Enclosing a Balcony

Owners and Occupiers must not enclose their Balconies.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

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41.5 Portable items to be removed when Balcony not in use

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

41.6 Owner and Occupier responsibilities

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

41.7 Indemnity

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 41, unless it is caused by the negligence of the Owners Corporation, including but not limited to:

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

41.8 Balcony Fittings

The Owner of a Lot which contains a Balcony is granted exclusive use and enjoyment of the Balcony Fittings on its Lot, and is responsible for the maintenance and repair of those Balcony Fittings, and must maintain the same in good condition.

42. Storing and operating a barbeque

42.1 Barbeques

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

- (a) it is a type approved under by-law 42.2;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;
- (d) it is kept covered when not in operation;

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- (e) it is kept clean and tidy; and
- (f) they comply with this by-law.

42.2 Types of approved barbeques

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

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

42.3 Operating a barbeque

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

43. Carwash bays

An Owner or Occupier using a car wash bay area (**the area**) in the Common Property must:

- (a) ensure that the area is kept clean and all rubbish is removed from the area; and
- (b) not use the area at any time for temporary car parking.

44. Storage Areas

- (a) The Owner or Occupier of any Storage Area will:
 - (i) not, except with the prior written approval of the Owners Corporation, use or store in the Storage Area any inflammable chemical, liquid or gas, any explosive, corrosive agent or compound or toxic substance or other inflammable material,
 - (ii) be responsible for the repair of any damage caused to the Storage Area, Common Property or any item of personal property stored within or in the

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vicinity of the Storage Area, resulting from the use of the Storage Area (including any door, gate or access point to the Storage Area), and

- (iii) ensure the Storage Area is kept clean and free of all rubbish and vermin.
- (b) The Owner or Occupier of any Storage Area that has an area large enough to allow the storage of a motor vehicle, trailer or boat, shall be entitled to store a motor vehicle, trailer or boat in the Storage Area.
- (c) Owners and Occupiers of any Storage Area acknowledge that the Storage Areas are located within a part of the Building which may be subject to water ingress, and must ensure that any item stored in the Storage Area is sufficiently elevated and covered to prevent damage to the item from such water ingress.

45. Smoking

- (a) An Owner, Occupier or any person authorised to be on a Lot or on the Common Property, must not smoke any cigarette, cigar or other product on the Common Property.
- (b) 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.

46. Provision of amenities and services

- (a) The Owners Corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots:
 - (i) window cleaning
 - (ii) lift maintenance
 - (iii) garbage disposal and recycling services
 - (iv) electricity, water or gas supply
 - (v) telecommunication services (for example, cable television).

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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- (b) If the Owners Corporation makes a resolution referred to in by-law 46(a) to provide an amenity or service to a Lot or to the Owner or Occupier of a Lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

47. Compliance with planning and other requirements

- (a) The Owner or Occupier of a Lot must ensure that the Lot is not used for any purpose that is prohibited by law.
- (b) The Owner or Occupier of a Lot must ensure that the Lot is not occupied by more persons than are allowed by law to occupy the Lot.

48. Service of documents on Owner of Lot by Owners Corporation

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

49. Building Works

49.1 Consent

An Owner or Occupier must have consent from the Owners Corporation to carry out the Building Works.

49.2 Procedures before carrying out the Building Works

Before carrying out the Building Works, Owners and Occupiers must:

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

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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49.3 Procedures when carrying out Building Works

Owners and Occupiers carrying out the Building Works, must:

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

49.4 Cosmetic works and Minor renovations

- (a) In this by-law:
 - (i) Cosmetic Works includes the works listed in s109(2) of the Act together with any other works determined as such by the Strata Committee from time to time; and
 - (ii) Minor Renovations include the works referred to in s110(3) of the Act together with any other works determined as such by the Strata Committee from time to time.
- (b) The procedures set out in s109 of the Act and s110 of the Act apply, in addition to those set out in this by-law, to the performance of Cosmetic Works and Minor Renovations respectively by an Owner.
- (c) The Owners corporation delegates its functions under s110 of the Act to the Strata Committee.

50. Access rights

For the purpose of section 122(4) of the Act, an Owner or Occupier of a Lot is deemed to have consented to the Owners Corporation entering the Lot for the purpose of performing any work described in section 122(1) of the Act, if the Owners Corporation provides seven days' written notice to the Owner or Occupier of its intention to so enter the Lot.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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51. NBN Co Limited rights

51.1 Background

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

51.2 Owners Corporation obligations

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

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

51.3 Acknowledgement and waiver

The Owners Corporation, Owners and Occupiers:

- (a) acknowledge that NBN Co is the operator of the Pathways for the purposes of the Telecommunications Act 1997 (Cth);

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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

51.4 Entering into agreements

- (a) The Owners Corporation has the authority to, and must enter into any agreement with NBN Co or deed poll for the benefit of NBN Co which is on terms substantially similar to the those contained in paragraph 51.2 above.
- (b) The Owners Corporation has the authority to, and must grant a licence to NBN Co over the Pathways for the period of time that NBN Co supplies Equipment to the Owners Corporation or Building. NBN Co may grant a sub-licence or transfer its licence to any other party that supplies Equipment from time to time. The Owners Corporation agrees to sign any document reasonably required to effect such a sub-licence or transfer.

52. Recreational Facilities

An Owner or Occupier must:

- (a) not use the Recreational Facilities and their surrounds between the hours of 9.00 pm and 6.00 am;
- (b) ensure that any person authorised by the Owner or Occupier does not use the Recreational Facilities or their surrounds unless that Owner or Occupier or another Owner or Occupier accompanies them;
- (c) ensure that children are not in or around the Recreational Facilities unless accompanied by an adult Owner or Occupier exercising effective control over them;
- (d) exercise caution at all times and not behave in any manner that is likely to interfere with the use of the Recreational Facilities by other persons.

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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- (e) not, without proper authority, operate, adjust or interfere with the operation of any equipment associated with the Recreational Facilities;
- (f) at all times be adequately clothed so as not to be likely to offend other persons using the Recreational Facilities or its surrounds;
- (g) comply with any rules that the Strata Committee may add or vary with respect to the use of the Recreational Facilities from time to time.

53. Concierge

53.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Concierge to provide concierge services for the Building.

53.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Concierge.

53.3 Restricting access to Common Property

The Owners Corporation has the power to set aside and restrict access to parts of Common Property (which do not give access to a Lot) to allow a Concierge to use those parts of Common Property to perform its concierge services;

54. Adaptable Lots - front door handles

- (a) In this by-law, **Adaptable Lots** means Lots [].
- (b) Owners of Adaptable Lots are granted the special privilege to replace the door handle and locking mechanisms to the front door of their Lots for the purpose of enhancing accessibility of those Lots.
- (c) If an owner exercises the special privilege set out in paragraph (a), it must:
 - (i) maintain any replaced door handle or locking mechanism and keep them in a state of good and serviceable repair; and

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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- (ii) ensure that the replaced door handle or locking mechanism does not affect the operation of fire safety devices in the Lot or reduce the level of safety in Lots or Common Property.

Draft

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

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Signing page

Draft

This is the form referred to in section 10(1)(b)(ii) *Strata Schemes Development Act 2015*.

This form, when completed, must accompany a strata plan lodged for registration when it is intended to create by-laws other than model by-laws.

Attachment 6 Requisitions

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:

- (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
- (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
- 17. Is the vendor aware of any proposals to:
 - (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
- 19. In relation to any swimming pool on the Property or the common property:
 - (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed.
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
 - (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

- 21. In respect of the Property and the common property:
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?

Applications, Orders etc

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

Owners Corporation management

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

Capacity

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

Requisitions and transfer

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

Attachment 7

Answers to Requisitions

Dear Sirs

Lumina Answers to Requisitions

We respond to your requisitions on title received set out in the contract as follows:

- 1 to 5 The vendor relies on the contract.
- 6 and 7 Noted subject to the contract.
- 8 Not so far as the vendor is aware the purchaser shall rely on own enquiries.
- 9 At our offices by appointment at settlement.
- 10 No.
- 11 The vendor relies on the contract.
- 12 Yes and the vendor relies on land tax clearance provided to the purchaser.
- 13 This has already been served on the purchaser.
- 14 This alleged right is not admitted and in any event the strata plan is a plan of survey.
- 15 No.
- 16(a) So far as the vendor is aware yes the purchaser shall rely on own enquiries.
- In any event, in accordance with recent decisions in the Supreme Court of New South Wales, this is not a proper requisition on title.
- 16(b) to (g) No but purchaser should rely on own enquiries.
- 17 No but purchaser should rely on own enquiries.
- 18 As regards to the vendor note that the vendor cannot speak for any predecessor on title.
- 19 Not applicable.
- 20 No but purchaser should rely on own enquiries.
- 21 No but purchaser should rely on own enquiries.
- 22 to 25 Not so far as the vendor is aware the purchaser should rely on own enquiries.

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- 26 Not so far as the vendor is aware the purchaser should rely on own enquiries.
- 27 Not as far as the vendor is aware the purchaser should rely on own enquiries.
- 28 No.
- 29 Not so far as the vendor is aware the purchaser should rely on own enquiries.
- 30 Not applicable.
- 31 Not applicable.
- 32 This is not a requisition on title and the purchaser must satisfy himself in this regard.
- 33 Not so far as the vendor is aware the purchaser should rely on own enquiries.
- 34 Not so far as the vendor is aware the purchaser should rely on own enquiries.
- 35 The vendor relies on the the contract.
- 36 No so far as the vendor is aware.
- 37 Not applicable.
- 38 Not so far as the vendor is aware the purchaser should rely on own enquiries.
- 39 Not so far as the vendor is aware the purchaser should rely on own enquiries.
- 40 Not applicable.
- 41 to 44 This is not a requisition on title and the vendor has no knowledge of this.
- 45 This is not a requisition on title.
- 46 This has been served on the purchaser.
- 47 The power of attorney is attached to the contract.
- 48 This is not a requisition on title and the purchaser must satisfy itself in this regard.
- 49 Noted subject to the contract.
- 50 This alleged right is not admitted as the same is not conferred on the purchaser by the contract.
- 51 The vendor relies on the contract.

Yours faithfully

Bob Miljevic
Partner

Attachment 8

Additional Purchaser Conditions and Reliance

Attachment 9 Layout Plan