

# Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	<b>Morton Real Estate</b> 5/86 Henry Street Penrith NSW 2750	Mobile 0409 663 535 Email david@morton.com.au Contact David Lipman
vendor	<b>3CO Jordan Springs Nominees Pty Ltd (ACN 609 371 388) as trustee for VC4 Unit Trust</b> Level 3, 88 Phillip Street, Parramatta NSW 2150	
vendor's solicitor	<b>MillerPrince</b> Level 24, The Royal Exchange, 56 Pitt Street Sydney NSW 2000	Phone (02) 8024 1176 Email h.barzach@millerprince.com.au Ref KALA-[***]
date for completion	<b>See clause 67.1</b>	
land (Address, plan details and title reference)	<b>Lot [***] in the Draft Strata Plan (being an unregistered strata plan)</b> <b>being proposed Unit [***], Building D, Kala, 76-94 Lakeside Parade, Jordan Springs NSW 2747</b> being PART Lot 16 in Deposited Plan 1195110, PART folio identifier 16/1195110	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input checked="" type="checkbox"/> other documents: Schedules 1 – 11 (inclusive)	

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

inclusions	See Schedule of Finishes (Schedule 2)		
Upgrade(s)	Timber Floor Upgrade:	<input type="checkbox"/> NO	<input type="checkbox"/> yes
	Start Living Package:	<input type="checkbox"/> NO	<input type="checkbox"/> yes
purchaser	[***] [***]		
Guarantor	Required (see clause 39):	<input type="checkbox"/> NO	<input type="checkbox"/> yes
purchaser's solicitor	[***] [***] [***]	Ref Phone Email Fax	[***] [***] [***] [***]
price	[***]		
deposit	[***]		(10% of the price, unless otherwise stated)
balance	[***]		
contract date	(if not stated, the date this contract was made)		

buyer's agent

See execution page

vendor

See execution page

purchaser

☐ JOINT TENANTS    ☐ tenants in common    ☐ in unequal shares

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See execution page

witness

See execution page

witness

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

### Choices

vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes  
**Nominated *Electronic Lodgement Network (ELN)*** (clause 30) **PEXA**  
**proposed *electronic transaction*** (clause 30) ☐ NO ☒ yes

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

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

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

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

Purchaser must make a GSTRW payment ☐ NO ☒ YES (if yes, vendor must provide further details)  
(residential withholding payment)

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

### GSTRW payment (resident 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: 3CO Jordan Springs Nominees Pty Ltd (ACN 609 371 388) as trustee for VC4 Unit Trust  
Supplier's ABN: 59 818 035 797  
Supplier's business address: Level 3, 88 Phillip Street, Parramatta NSW 2150  
Supplier's email address: [info@coplex.com.au](mailto:info@coplex.com.au)  
Supplier's phone number: 02 8279 7888  
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):

## List of Documents

<p><b>General</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 1 property certificate for the land</li> <li><input checked="" type="checkbox"/> 2 plan of the land</li> <li><input checked="" type="checkbox"/> 3 unregistered plan of the land</li> <li><input checked="" type="checkbox"/> 4 plan of land to be subdivided</li> <li><input checked="" type="checkbox"/> 5 document that is to be lodged with a relevant plan</li> <li><input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979</li> <li><input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)</li> <li><input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)</li> <li><input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)</li> <li><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</li> <li><input type="checkbox"/> 11 planning agreement</li> <li><input type="checkbox"/> 12 section 88G certificate (positive covenant)</li> <li><input type="checkbox"/> 13 survey report</li> <li><input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i></li> <li><input type="checkbox"/> 15 lease (with every relevant memorandum or variation)</li> <li><input type="checkbox"/> 16 other document relevant to tenancies</li> <li><input type="checkbox"/> 17 licence benefiting the land</li> <li><input type="checkbox"/> 18 old system document</li> <li><input type="checkbox"/> 19 Crown purchase statement of account</li> <li><input type="checkbox"/> 20 building management statement</li> <li><input type="checkbox"/> 21 form of requisitions</li> <li><input type="checkbox"/> 22 <i>clearance certificate</i></li> <li><input type="checkbox"/> 23 land tax certificate</li> </ul> <p><b>Home Building Act 1989</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 24 insurance certificate</li> <li><input type="checkbox"/> 25 brochure or warning</li> <li><input type="checkbox"/> 26 evidence of alternative indemnity cover</li> </ul> <p><b>Swimming Pools Act 1992</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 27 certificate of compliance</li> <li><input type="checkbox"/> 28 evidence of registration</li> <li><input type="checkbox"/> 29 relevant occupation certificate</li> <li><input type="checkbox"/> 30 certificate of non-compliance</li> <li><input type="checkbox"/> 31 detailed reasons of non-compliance</li> </ul>	<p><b>Strata or community title (clause 23 of the contract)</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> 32 property certificate for strata common property</li> <li><input type="checkbox"/> 33 plan creating strata common property</li> <li><input type="checkbox"/> 34 strata by-laws</li> <li><input type="checkbox"/> 35 strata development contract or statement</li> <li><input type="checkbox"/> 36 strata management statement</li> <li><input type="checkbox"/> 37 strata renewal proposal</li> <li><input type="checkbox"/> 38 strata renewal plan</li> <li><input type="checkbox"/> 39 leasehold strata - lease of lot and common property</li> <li><input type="checkbox"/> 40 property certificate for neighbourhood property</li> <li><input type="checkbox"/> 41 plan creating neighbourhood property</li> <li><input type="checkbox"/> 42 neighbourhood development contract</li> <li><input type="checkbox"/> 43 neighbourhood management statement</li> <li><input type="checkbox"/> 44 property certificate for precinct property</li> <li><input type="checkbox"/> 45 plan creating precinct property</li> <li><input type="checkbox"/> 46 precinct development contract</li> <li><input type="checkbox"/> 47 precinct management statement</li> <li><input type="checkbox"/> 48 property certificate for community property</li> <li><input type="checkbox"/> 49 plan creating community property</li> <li><input type="checkbox"/> 50 community development contract</li> <li><input type="checkbox"/> 51 community management statement</li> <li><input type="checkbox"/> 52 document disclosing a change of by-laws</li> <li><input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement</li> <li><input type="checkbox"/> 54 document disclosing a change in boundaries</li> <li><input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015</li> <li><input type="checkbox"/> 56 information certificate under Community Land Management Act 1989</li> <li><input checked="" type="checkbox"/> 57 disclosure statement – off the plan contract</li> <li><input checked="" type="checkbox"/> 58 documents relevant to off-the-plan sale</li> </ul> <p><b>Other</b></p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> 59 Layout Plan (Schedule 1)</li> <li><input checked="" type="checkbox"/> 60 Schedule of Finishes (Schedule 2)</li> <li><input checked="" type="checkbox"/> 61 Draft Stratum Plan (Schedule 3)</li> <li><input checked="" type="checkbox"/> 62 Draft Stratum Plan Instrument (Schedule 4)</li> <li><input checked="" type="checkbox"/> 63 Draft Strata Management Statement (Schedule 5)</li> <li><input checked="" type="checkbox"/> 64 Draft Strata Plan (Schedule 6)</li> <li><input checked="" type="checkbox"/> 65 Draft Strata Plan Instrument (Schedule 7)</li> <li><input checked="" type="checkbox"/> 66 Draft Strata Plan By-Laws (Schedule 8)</li> <li><input checked="" type="checkbox"/> 67 Notations (Schedule 9)</li> </ul>
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**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number**  
To be confirmed

## Execution Page and consents under Electronic Transactions Act 2000

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.

### **SIGNED BY THE VENDOR**

**Executed by 3CO Jordan Springs Nominees  
Pty Ltd (ACN 609 371 388) as trustee for VC4  
Unit Trust** in accordance with Section 127 of the  
*Corporations Act 2001*:

\_\_\_\_\_

Signature of director

\_\_\_\_\_

Signature of director

\_\_\_\_\_

Name of director

\_\_\_\_\_

Name of director



## Execution Page and consents under Electronic Transactions Act 2000

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.

### **SIGNED BY THE PURCHASER**

The Purchaser acknowledges that, before signing this Contract, it reviewed, sought advice, understood and confirmed this Contract. The Purchaser further acknowledges that the viewing resolution of the device on which the Purchaser read and signed this Contract was clear and enabled all documents within the Contract to be clearly viewed and understood (including all words in the notices on page 3 of the Standard Form in at least 14 point font).

**Executed by [\*\*\*]**

\_\_\_\_\_  
Signature of [\*\*\*]

**Executed by [\*\*\*] in accordance with Section 127  
of the *Corporations Act 2001*:**

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director / company secretary

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Name of director / company secretary

### **SIGNED BY THE GUARANTOR**

The Guarantor acknowledges that, before signing this Contract, it reviewed, sought advice and understands its obligations under this Contract. The Guarantor further acknowledges that the viewing resolution of the device on which the Guarantor read and signed this Contract was clear and enabled all documents within the Contract to be clearly viewed and understood.

*[insert relevant execution block]*

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</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 22 of the Swimming Pools Regulation 2018).

## 2 Deposit and other payments before completion

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

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- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
  - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
  - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
  - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
  - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
  - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
  - 10.1.4 any change in the *property* due to fair wear and tear before completion;
  - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
  - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

## 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
  - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
  - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
  - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
  - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
    - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
    - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
  - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
  - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –



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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

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

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

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

## **26 Crown purchase money**

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

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

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

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

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

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

## **28 Unregistered plan**

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

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

## **29 Conditional contract**

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

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

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

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

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

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

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

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

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

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

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



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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the *Conveyancing Act 1919* (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

## Special conditions

**KALA, 76-94 Lakeside Parade. Jordan Springs NSW 2747**

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### 33. Definitions, Interpretation and Inconsistency

#### 33.1 Defined terms

In this Contract:

**Action** means to make any objection, requisition, Claim, or to take any action or exercise any right to rescind, terminate, delay or frustrate this Contract or Completion of this Contract.

**Adjudicator** means an adjudicator appointed under the Strata Management Act.

**Authority** means a government or any governmental, semi-governmental, Minister of the Crown, administrative, fiscal or judicial body, department, commission, statutory or other authority, tribunal, agency or entity, and includes Council, the Department of Lands and any principal certifying authority.

**Bank** means an “*Australian bank*” (as defined in the Corporations Act), or any other bank as approved by the Vendor in writing in its absolute discretion.

**Bank Guarantee** means an unconditional and irrevocable guarantee issued by a Bank in favour of the Vendor with either no expiry date or an expiry date being no earlier than the Sunset Date, and otherwise in a form acceptable to the Vendor in its absolute discretion.

**Builder** means a person authorised to contractually carry out building work on the Buildings or Development Site.

**Building Contract** has the meaning given to that term in clause 56.1.

**Buildings** means all of the improvements to be erected upon the Development Site and includes Building C and Building D.

**Building C** means all of the improvements to be erected upon the Stage C Area.

**Building D** means all of the improvements to be erected upon the Stage D Area.

**Building Certificate** means a certificate issued by Council under sections 149A to 149E (inclusive) of the Planning Act.

**Building Management Committee** means the building management committee established under the Strata Management Statement.

**Car Space** means the car spaces forming part of the Buildings.

**Claim** means any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding, right of action and claim for compensation, whether made under or in connection with this Contract and whether at Law or in any other way.

**Common Property** means the common property of the Strata Scheme.

**Common Property Notifications** means entries or notations on Common Property:

- (a) arising from the registration of the Essential Documents; and
- (b) required to be registered by any Authority or the Registrar-General of the Department of Lands.

**Completion** means completion of this Contract and **Complete** and **Completed** have corresponding meanings.

**Connection Agreement** means a connection or supply agreement entered into by the Vendor, Building Management Committee, or Owners Corporation, with an Energy Authority or a third party in relation to an Embedded Network Solution.



**Construction Amendments** means any one or more of the following:

- (a) changes to the location or areas designed be used primarily for storage or accommodation of goods and not for human occupation;
- (b) relocation of any Car Space or Storage Space;
- (c) relocation of columns;
- (d) changes to the ceiling height;
- (e) changes to floor areas within the Buildings, provided that the change in the floor area does not reduce the Unit Area by more than 5%;
- (f) changes due to the requirements of the Vendor to enable the proper construction of the Buildings;
- (g) changes to the exterior of the Buildings;
- (h) a Layout Plan Amendment;
- (i) a Schedule of Finishes Amendment;
- (j) changes to enable the provision of Services within and to the Buildings; and
- (k) variation of the overall number of floors within the Buildings;

**Contract** means the contract for sale and purchase of land for the Property, comprising the Coverpage, execution page(s), Standard Form, Special Conditions, Schedules and Variation Page (if any), as varied or amended from time to time.

**Contract Date** means the date of this Contract as shown on the Coverpage.

**Conveyancing Act** means the *Conveyancing Act 1919* (NSW) and the regulations made under that act.

**Corporations Act** means the *Corporation Act 2001* (Cth) and the regulations made under that act.

**Cost** includes any of the following:

- (a) any cost, charge, expense, outgoing, payment or other expenditure (whether direct, indirect or consequential and whether accrued or paid) including those incurred in connection with any advisors, lawyers, experts or consultants (on a full indemnity basis);
- (b) any damage, losses, Liability, injury (whether actual or contingent) suffered or incurred by a party; and
- (c) any fines, penalties, interest or similar items imposed by Law or any legislation.

**Council** means Penrith City Council.

**Coverpage** means pages 1 – 3 (inclusive) of this Contract, being the contract coverpage and particulars of the contract for sale and purchase of land 2019 edition published by the Law Society of New South Wales (ACN 000 000 699) and The Real Estate Institute of New South Wales (ACN 000 012 457) to which the Standard Form and these Special Conditions are annexed.

**Date for Completion** means the date calculated in accordance with clause 67.1.

**Defect** means a defect or fault in the Residential Unit due to faulty materials or workmanship but excluding normal maintenance, normal wear and tear, minor shrinkage and settlement cracks.

**Defects Period** means the period commencing on Completion and ending on the date 3-months after Completion.

**Department of Lands** means NSW Land Registry Services.

**Depositholder** means the Vendor's solicitor.

**Depreciation Schedule** means a schedule setting out the entitlement to, and the amount of, a deduction under Division 43 of the *Income Tax Assessment Act 1997* (Cth) in respect of expenditure on the construction of assessable income producing building and other capital works in the Property, prepared in accordance with *Income Tax Assessment Act 1997* (Cth).

**Designated Matters** means any one or more of the following:

- (a) the exercise of any of the Vendor's rights or the carrying out of any of the Vendor's obligations;
- (b) the Development Activities and matters relating to the performance of the Development Activities;
- (c) the Selling and Leasing Activities and matters relating to the performance of the Selling and Leasing Activities;
- (d) issues arising out of the proper management of the Strata Scheme, Strata Management Statement or the Building Management Committee;
- (e) the application or variation of the Strata Management Statement or the Strata Plan By-Laws; and
- (f) the granting of any Easements, entering into any Development Dealings, or the entering into of any documentation required by Council, an Authority, or the Vendor as required by the Development Consent or for the purposes of the Development or the Buildings.

**Development** means the development to be carried by or on behalf of the Vendor on the Development Site including the construction of the Buildings.

**Development Activities** means any one or more of the following:

- (a) any form of demolition work, excavation work or landscaping work on the Development Site;
- (b) any form of building work or work ancillary to or associated with building work on the Development Site including the installation of Services;
- (c) the staging of plan registration or construction order of the Buildings;
- (d) the addition, amendment or deletion of lots, recreation areas, common property or any other area;
- (e) the subdivision of the Development Site, including the registration of a subdivision plan, stratum plan or strata plan;
- (f) the use and/or operation of any part of the Development Site or a lot within the Development Site; and
- (g) any form of work or obtaining of approvals other than the forms of work referred to in the preceding paragraphs of this definition that is considered necessary or desirable by the Vendor.

**Development Consent** means DA16/0487 issued by Council, and any further or amended development consent obtained under clause 44.

**Development Dealings** has the meaning given to that term in clause 64.1.

**Development Site** means the land contained in Lot 16 in Deposited Plan 1195110, including later subdivision by stratum or strata plans registered in respect of that land.

**Discharge** means a registrable discharge, surrender or withdrawal of an Encumbrance.

**Disclosure Statement** means the disclosure statement annexed to this Contract at Schedule 10.

**Display Suite** means any lot or area used by the Vendor or any other person authorised by the Vendor as a display suite from time to time at the Vendor's absolute discretion.

**Draft Essential Documents** means the following documents (either individually or collectively as the context requires):

- (a) the Draft Stratum Plan;
- (b) the Draft Stratum Plan Instrument;
- (c) the Draft Strata Management Statement;
- (d) the Draft Strata Plan;
- (e) the Draft Strata Plan Instrument; and
- (f) the Draft Strata Plan By-Laws.

**Draft Strata Management Statement** means the draft strata management statement annexed to this Contract at Schedule 5 (if any), as amended, added to or replaced from time to time in accordance with this Contract.

**Draft Stratum Plan** means the draft stratum plan annexed to this Contract at Schedule 3, as amended, added to or replaced from time to time in accordance with this Contract.

**Draft Stratum Plan Instrument** means the draft instrument setting out the terms of Easements intended to be created pursuant to the Conveyancing Act, Strata Management Act or Strata Development Act on registration of the Stratum Plan, as annexed to this Contract at Schedule 4, as amended, added to or replaced from time to time in accordance with this Contract.

**Draft Strata Plan** means the draft strata plan annexed to this Contract at Schedule 6, as amended, added to or replaced from time to time in accordance with this Contract.

**Draft Strata Plan By-Laws** means the draft strata plan by-laws annexed to this Contract at Schedule 8, as amended, added to or replaced from time to time in accordance with this Contract.

**Draft Strata Plan Instrument** means the draft instrument setting out the terms of Easements, intended to be created pursuant to the Conveyancing Act, Strata Management Act or Strata Development Act on registration of the Strata Plan, as annexed to this Contract at Schedule 7 (if any), as amended, added to or replaced from time to time in accordance with this Contract.

**Easement** means easements, restrictions on use, rights, positive covenants, profits a prendre, and any other similar or analogous instruments or dealings benefiting or burdening the Property, Common Property, Development Site or Buildings (or any part thereof).

**Embedded Network Solutions** has the meaning given to that term in clause 48.1.

**Encumbrance** means a mortgage, lease, charge, caveat or '*security interest*' (within the meaning of the PPSA) or any analogous instrument or dealing.

**Energy Authority** an energy distributor or retailer such as Ausgrid, Origin Energy and Integral Energy or embedded network retailer (if applicable).

**Essential Documents** means the following documents (either individually or collectively as the context requires):

- (a) the Stratum Plan;
- (b) the Stratum Plan Instrument;
- (c) the Strata Management Statement;
- (d) the Strata Plan;
- (e) the Strata Plan Instrument; and

(f) the Strata Plan By-Laws.

**FIRB** means the Foreign Investment Review Board or the Treasurer of the Commonwealth of Australia (whether acting on the advice of the Foreign Investment Review Board of the Commonwealth of Australia or not).

**FIRB Act** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and the regulations made under that act.

**FIRB Approval** means the approval of FIRB under the FIRB Act.

**GST** has the meaning provided for that term in section 195-1 of the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the regulations made under that act.

**Guarantor** means the person or persons required under clause 39.1 to provide the guarantee and indemnity under clause 39, as identified on the execution page(s) of this Contract.

**Holding Deposit** means cash or a cheque made payable to the Vendor or to the vendor's agent in the sum of \$1,000.00 or such other amount as is agreed in writing by the Vendor in its absolute discretion.

**Home Building Act** means the *Home Building Act 1989* (NSW) and the regulations made under that act.

**Inclusions** means the fixtures and fittings to be included within the Residential Unit as shown in the Schedule of Finishes.

**Insolvency Event** means the occurrence of any of the following events in relation to the Purchaser or Guarantor:

- (a) a party becomes insolvent within the meaning of section 95A of the Corporations Act, or states that it is insolvent;
- (b) a resolution is passed for the winding up of a party;
- (c) a party becomes bankrupt or appoints a trustee in bankruptcy;
- (d) a liquidator, provisional liquidator, receiver or receiver and manager, voluntary administrator, or administrator of a deed of company arrangement is appointed to all or a substantial proportion of the property of that party;
- (e) a liquidator, provisional liquidator, receiver or receiver and manager, voluntary administrator, or administrator of a deed of company arrangement is appointed to, or a mortgagee takes possession of, all or a substantial proportion of the business or assets of that party;
- (f) a party makes any composition or arrangement or assignment with or for the benefit of its creditors;
- (g) a party or any creditor of a party appoints a voluntary administrator or a resolution is passed for that party to execute a deed of company arrangement;
- (h) a party takes any step to obtain protection, or is granted protection, from its creditors under any applicable law;
- (i) a step is taken to cancel its registration or it is deregistered;
- (j) it stops or suspends payment to all or a class of creditors generally; and
- (k) anything analogous or having a substantially similar effect to any of the events specified above happens under any law.

**Law** means all statutes, regulations, by-laws, ordinance and other delegated legislation and any rule of common law or equity and any statutory guidelines and environmental planning instruments from time to time.

**Layout Plan** means the marketing layout plan for the Residential Unit annexed to this Contract at Schedule 1, as amended, added to or replaced from time to time in accordance with this Contract.

**Layout Plan Amendment** means an amendment to the layout and configuration of the Residential Unit as compared to the Layout Plan. For the avoidance of doubt, where the Layout Plan shows items and chattels such as indoor and/or outdoor furniture (e.g. beds, bed tables, tables, chairs, lounges or planter boxes etc), the fact that such items and chattels are not included with the Residential Unit will not constitute an amendment to the Layout Plan.

**Liability** means any Claim, action, damage, loss, liability, Cost, charge, expense, outgoing or payment.

**Normal Expenses** means normal operating expenses incurred for or on behalf of the Building Management Committee or Owners Corporation which would normally be payable from the administrative fund of the Management Committee or Owners Corporation including but not limited to insurance and regular maintenance charges for landscaping and like charges.

**Notice to Complete** has the meaning as defined in clause 67.3.

**Occupation Certificate** means a certificate within the meaning of Part 6 of the Planning Act.

**Owners Corporation** means the entity that is to be constituted under the Strata Schemes Management Act on registration of the Strata Plan.

**Outgoings** means all rates and taxes (other than income tax) and includes, but is not limited to:

- (a) land tax; and
- (b) all charges, assessments, duties and fees, whether municipal, local governmental, parliamentary or otherwise, levied, assessed or charged (irrespective of ownership), in respect of the Property.

**Personal Information** has the meaning given to that term in the Privacy Act.

**Planning Act** means the *Environmental Planning and Assessment Act 1979* (NSW) and the regulations made under that Act.

**Planning Certificate** means the certificate or certificates under section 10.7 of the Planning Act.

**PPSA** means the *Personal Property Securities Act 2009* (Cth) and the regulations made under that act.

**President** means the president for the time being of the Royal Australian Institute of Architects NSW Chapter.

**Privacy Act** means the *Privacy Act 1988* (Cth) and the regulations made under that act.

**Property** means the lot in the Draft Strata Plan as identified on the Coverpage, comprising:

- (a) the Residential Unit;
  - (b) any Car Space (as determined in accordance with clause 58);
  - (c) any Storage Area (as determined in accordance with clause 59),
- together with the Inclusions and any interest in Common Property associated with the lot in the Draft Strata Plan.

**Property Notifications** means any entries or notations on the Property:

- (a) arising from the registration of the Essential Documents; or
- (b) required to be registered by any Authority or the Registrar-General of the Department of Lands.

**Purchaser** means the purchaser(s) as described on the Coverpage.

**Registrar** means the registrar of the Tribunal.

**Related Body Corporate** has the meaning given to that term in the Corporations Act.

**Residential Unit** means the residential unit in Building D forming part of the Property.

**Sunset Date** means 31 December 2024, as extended from time to time in accordance with clause 62.

**Replaced Document** has the meaning given to that term in clause 63.2.

**Replacement Document** has the meaning given to that term in clause 63.2.

**Schedules** means the schedules and annexures to these Special Conditions and the documents contained within such schedules and annexures.

**Schedule of Finishes** means the document annexed to this Contract at Schedule 2, as amended, added to, or replaced from time to time in accordance with this Contract.

**Schedule of Finishes Amendment** means the alteration of either:

- (a) any manner or finish in which the Residential Unit is specified to be finished in the Schedule of Finishes to another or different manner or finish; or
- (b) any item to be installed in the Residential Unit as specified in the Schedule of Finishes to another or different item.

**Selling and Leasing Activities** has the meaning given to that term in clause 76.1(a)(i).

**Service** means any air, telecommunication, drainage, electricity, garbage, gas, sewerage, telephone, television or water service, and any other service nominated by the Vendor in writing.

**Special Conditions** means these special conditions.

**Special Fault** means a structural fault or defect in the Residential Unit, which because of its nature requires urgent attention, or may cause danger to persons in the Residential Unit or which makes the Residential Unit uninhabitable.

**Stage C Area** means the area designated as lot 1 in the Draft Stratum Plan.

**Stage D Area** means the area designated as lot 2 in the Draft Stratum Plan.

**Standard Form** means clauses 1 – 32 (inclusive) of this Contract, being the standard form of the contract for sale and purchase of land 2019 edition published by the Law Society of New South Wales (ACN 000 000 699) and The Real Estate Institute of New South Wales (ACN 000 012 457) to which these Special Conditions are annexed.

**Storage Area** means the external storage areas forming part of the Buildings (if any).

**Strata Development Act** means the *Strata Schemes Development Act 2015* (NSW) and the regulations made under that act.

**Strata Management Act** means the *Strata Schemes Management Act 2015* (NSW) and the regulations made under that act.

**Strata Management Statement** means the strata management statement (based on the Draft Strata Management Statement) that is registered with the Strata Plan.

**Strata Plan** means the strata plan (based on the Draft Strata Plan) that is registered to create the title to the Residential Unit.

**Strata Plan By-Laws** means the by-laws (based on the Draft Strata Plan By-Laws) that are registered with the Strata Plan.

**Strata Plan Instrument** means the instrument or instruments setting out the terms of any Easements intended to be created in accordance the Conveyancing Act, Strata Management Act

or Strata Development Act (based on the Draft Strata Plan Instrument) as registered with the Strata Plan.

**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

**Stratum Plan** means the stratum plan (based on the draft Stratum Plan) that is registered in respect of the Development Site.

**Stratum Plan Instrument** means the instrument or instruments setting out the terms of any Easements intended to be created in accordance with Conveyancing Act, Strata Management Act or Strata Development Act (based on the Draft Stratum Plan Instrument) as registered with the Stratum Plan.

**Substation Premises** has the meaning given to that term in clause 47.8(a).

**Substitute** means to replace, include, add to or amend.

**Tribunal** means the NSW Civil Administrative Tribunal established by the *Civil and Administrative Tribunal Act 2013* (NSW).

**Third Party Vendor** means the party to which this Contract is transferred, novated or assigned by the Vendor under clause 52.

**Trust** means the trust or trusts created under the Trust Deed upon which the Purchaser enters into this Contract as trustee.

**Trust Deed** means the deed (as varied) creating the trust or trusts of which the Purchaser is trustee.

**Unit Area** means the internal area of the Residential Unit.

**Unnecessary Document** has the meaning given to that term in clause 63.1.

**Variation Page** means the document titled "*Variation Page*" setting out the agreed variations, amendments and additions (if any) to the Coverpage, Standard Form, Special Conditions and Schedules.

**Vendor** means the vendor as described on the Coverpage.

### 33.2 Interpretation

In this Contract, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Contract, and a reference to this Contract includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, varied, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Sydney, Australia time;
- (g) a reference to a party is to a party to this Contract, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns, novatees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, joint venture, association, Government, local authority or agency or other entity;
- (i) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another Authority with legal power to do so, and a



reference to a statute includes all regulations, proclamations, ordinances and by-laws issues under the statute;

- (j) a reference to a body, other than a party to his contract, (including an institute, association of authority), whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (k) a reference to a document includes an amendment or supplement to, or replacement or novation of, that document;
- (l) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (m) a reference to a thing, including but not limited to a right, includes a reference to a part of that thing;
- (n) a reference to conduct, includes but is not limited to, an omission, statement or undertaking whether or not in writing;
- (o) an agreement, representation, warranty, guarantee, indemnity, obligation or undertaking in favour of two or more people is for the benefit of them all jointly and severally and binds them all jointly and severally;
- (p) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Contract or any part of it; and
- (q) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

### 33.3 Incorporated definitions

A word or phrase (other than one defined in clause 33.1) which is defined in the Standard Form has the same meaning in these Special Conditions, and subject to clause 34, a term that is defined and italicised in the Standard Form has the same meaning in these Special Conditions even if it is not italicised in these Special Conditions.

### 33.4 Headings

Headings are for ease of reference only and do not affect interpretation.

### 33.5 Inconsistency

To the extent of any inconsistency between these Special Conditions and the balance of the terms and conditions of the Contract, these Special Conditions will prevail.

### 33.6 Clause references

The conditions within the Standard Form and these Special Condition are consecutively numbered. A reference to a numbered clause in these Special Conditions is a reference to the corresponding numbered condition in the Standard Form or these Special Conditions (as applicable).

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## 34. Amendments to Standard Form

The Standard Form is amended as follows:

- |     |          |   |
|-----|----------|---|
| (a) | Clause 1 | Definition of " <i>bank</i> " is deleted and all italicised references in the Standard Form to " <i>bank</i> " are substituted with 'Bank'; |
| (b) | Clause 1 | Definition of " <i>cheque</i> " is deleted and replaced with " <u>a cheque issued by a Bank that is not post-dated or stale</u> ";          |
| (c) | Clause 1 | Definition of " <i>deposit-bond</i> " is deleted;   |



- (d) Clause 1 Definition of “*depositholder*” is deleted and all italicised references in the Standard Form to “*depositholder*” are substituted with ‘Depoditholder’;
- (e) Clause 1 Definition of “*party*” is deleted and replaced with “*a party to this Contract*”;
- (f) Clause 1 Definition of “*property*” is deleted and all italicised references in the Standard Form to “*property*” are substituted with ‘Property’;
- (g) Clause 1 Definition of “*rescind*” is deleted and replaced with “*rescind this contract with effect from the date of service of a rescission notice*”;
- (h) Clause 1 Definition of “*terminate*” is deleted and replaced with “*terminate this contract with effect from the date of service of a termination notice*”;
- (i) Clause 2.1 Delete the words “*as stakeholder*”;
- (j) Clause 2.4 Delete and replace with “*The Purchaser can pay the deposit by unconditionally giving a cheque to the Depositholder or by payment by electronic funds transfer to the Depositholder*”;
- (k) Clause 2.8 Delete;
- (l) Clause 2.9 Delete;
- (m) Clause 3 Delete;
- (n) Clause 4.3 Delete;
- (o) Clause 5 Delete and replace with “*The Purchaser is not entitled to raise any requisitions*”;
- (p) Clause 6.2 Delete;
- (q) Clause 7 Insert the words “*or terminate*” after the word “*rescind*”;
- (r) Clause 7.1.1 Delete;
- (s) Clause 7.2.1 Delete;
- (t) Clause 7.2.2 Delete;
- (u) Clause 7.2.5 Delete;
- (v) Clause 8 Delete and replace with:  
“*The Vendor can rescind if:*  
*8.1 the Vendor is unable or unwilling to comply with an objection, requisition or Claim; and*  
*8.2 the Vendor services notice of intention to rescind which specifies the objection, requisition or Claim; and*  
*8.3 the Purchaser does not serve a notice waiving the objection, requisition or Claim within 5 Business Days after that service*”
- (w) Clause 9.1 Delete and replace with “*keep or recover any amount paid by the Purchaser under the Contract (including the deposit)*”;
- (x) Clause 10.1 Amend by inserting the words “*or delay completion*” after the word “*terminate*”;
- (y) Clause 10.1.8 Amend by deleting the word “*substance*” and the insertion of the word “*existence*” and the deletion of the word “*disclosed*” and the insertion of the word “*noted*”;

- (z) Clause 10.1.9 Amend by deleting of the word “*substance*” and the insertion of the word “*existence*” and the deletion of the word “*disclosed*” and the insertion of the word “*noted*”;
- (aa) Clause 11 Delete and replace with “*the Purchaser must not object, make any Claim or rescind or terminate this contract in respect of a work order made on, before or after the Contract Date and subject to clause 47.9 must comply with any work order*”;
- (bb) Clause 13.7.2 Is amended by inserting after the word “*completion*” the words “*or within 10 Business Days of a liability arising under this clause 13.7, if it arises after Completion*”;
- (cc) Clause 13.8 Delete;
- (dd) Clause 14.4.2 Delete and replace with “*by adjusting the amount actually paid or payable by the Vendor*”;
- (ee) Clause 16.5 Delete the words “*, plus another 20% of that fee*”;
- (ff) Clause 16.7 Delete the words “*cash (up to \$2,000) or*”;
- (gg) Clause 16.8 Delete;
- (hh) Clause 18 Amend by inserting new clause 18.8 as follows: “*the Purchaser cannot make a requisition or Claim after entering into possession of the Property*”;
- (ii) Clause 19.2.3 Delete;
- (jj) Clause 19.3 Insert new clause 19.3 “*the Purchaser’s only remedy for a breach of warranty prescribed by the Conveyancing (Sale of Land) Regulation 2017 is the remedy prescribed by that regulation*”;
- (kk) Clause 20.6.5 Delete the words “*or fax*”;
- (ll) Clause 23 – 29 (inclusive) Delete;
- (mm) Clause 30.2 Delete;
- (nn) Clause 30.5 Amend the first sentence to read “*The Vendor will within 7-days of issuing notice that the Essential Documents Strata Plan has been lodged for registration.*”;
- (oo) Clause 30.6 Delete;
- (pp) Clause 30.8 Delete;
- (qq) Clause 30.9 Delete; and
- (rr) Clause 32 Delete.

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## 35. Deposit

### 35.1 Payment of deposit

Subject to clause 35.2, the deposit must be paid by the Purchaser on the Contract Date.

### 35.2 Staged deposit

If at the time of making this Contract, the Vendor has accepted the payment of a Holding Deposit then:

- (a) the Purchaser must pay the Holding Deposit to the vendor’s agent before the Contract Date which will be held by the vendor’s agent in its trust account and will not be invested by the vendor’s agent;

- (b) the Purchaser irrevocably and unconditionally authorise the vendor's agent to transfer the Holding Deposit to the Depositholder on the making of this Contract on the Contract Date; and
- (c) the Purchaser must pay the deposit less any Holding Deposit transferred under clause 35.2(b) within 5 Business Days of the Contract Date.

### **35.3 Deposit not to be invested**

The deposit will not be invested by the Depositholder.

### **35.4 Time of the essence**

Time is of the essence with respect to the time limits under this clause 35.

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## **36. Payment of deposit by Bank Guarantee**

### **36.1 Application of clause**

This clause 36 only applies if the deposit is to be paid by way of Bank Guarantee.

### **36.2 Payment of deposit by Bank Guarantee**

Subject to the balance of this clause 36, the Purchaser may pay the deposit by way of Bank Guarantee.

### **36.3 Deemed payment**

The delivery to the Vendor or the Vendor's solicitor (as Depositholder) of a Bank Guarantee when the deposit is to be paid, to the extent of the amount guaranteed under the Bank Guarantee, is deemed for the purposes of this Contract to be payment of the deposit (or part) in accordance with the provisions of clause 2.

### **36.4 Bank Guarantee at settlement**

On Completion, the Purchaser must pay the amount stipulated in the Bank Guarantee to the Vendor by unendorsed cheque, electronic funds transfer or through the nominated electronic lodgement network (as applicable), or at such other time when the deposit is to be accounted for to the Vendor. Upon this occurring, the Vendor will promptly return the Bank Guarantee to the Purchaser.

### **36.5 Claims against Bank Guarantee**

- (a) At any time the Vendor is entitled to keep or recover the deposit under this Contract, the Vendor may call upon the Bank Guarantee without notice to the Purchaser.
- (b) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then to the extent that the amount has not already been paid for by the provider of the Bank Guarantee from the Bank Guarantee, the Purchaser must immediately pay to the Vendor the deposit (or so much of it as has not been paid) as a debt due and payable.

### **36.6 Replacement Bank Guarantee**

In the event Completion has not occurred before 3 months prior to the expiry date of the Bank Guarantee (time being of the essence), the Purchaser must no later than 1 month prior to the expiry of the Bank Guarantee (time being of the essence) provide a replacement Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the replacement Bank Guarantee must be for a further period of not less than 12 months from the expiry date of the original Bank Guarantee or such other date as is nominated by the Vendor. The requirement to provide a replacement Bank Guarantee in accordance with this clause is an essential term of this Contract therefore failure to provide the replacement Bank Guarantee is deemed to be a non-compliance with this Contract in an essential respect for the purposes of clause 9.

### **36.7 Failure to provide replacement Bank Guarantee**

Where the Purchaser fails to provide a replacement Bank Guarantee as required under clause 36.6, without prejudice to the Vendor's rights at law, in equity, or under this Contract, the Vendor

may in its absolute discretion and without notice to the Purchaser call upon the Bank Guarantee and either:

- (a) apply such funds in compliance with clause 9; or
- (b) hold such funds in satisfaction for payment of the deposit and confirm this Contract.

### **36.8 No deposit bond**

Notwithstanding any other clause in this Contract to the contrary, the Vendor will not accept any deposit bond for payment of the deposit.

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## **37. Real estate agent**

### **37.1 Warranty as to agent**

The Purchaser warrants in favour of the Vendor that:

- (a) they have only dealt with the vendor's agent as nominated on the Coveragepage;
- (b) they were not introduced to the Vendor, the Development Site or the Property by any real estate agent other than the vendor's agent named on the Coveragepage; and
- (c) they have not dealt with another real estate agent other than the vendor's agent named on the Coveragepage in a way that may give rise to a Claim against the Vendor for agent's commission or expenses in respect of the sale of the Property.

### **37.2 Indemnity for breach of agent warranty**

The Purchaser indemnifies the Vendor against any Liability incurred, Claim made or Costs incurred arising from or in connection with any breach or default (or any attempted breach or default) of clause 37.1 by the Purchaser.

### **37.3 No merger**

This clause 37 does not merge on Completion.

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## **38. FIRB**

### **38.1 Warranty as to FIRB**

The Purchaser warrants in favour of the Vendor that:

- (a) the Purchaser is not foreign person (as defined under the FIRB Act);
- (b) the Purchaser does not require FIRB Approval to enter into this Contract, purchase the Property or proceed to Completion; and
- (c) FIRB cannot prohibit and has not prohibited the transfer under the FIRB Act.

### **38.2 Essential term**

The warranties provided by the Purchaser under clause 38.1 are essential terms of this Contract and a breach of it entitles the Vendor to terminate for the purposes of clause 9 or make a Claim under clause 38.3.

### **38.3 Indemnity for breach of FIRB warranty**

The Purchaser indemnifies the Vendor against any Liability incurred, Claim made or Costs incurred arising from or in connection with any breach or default (or any attempted breach or default) of clause 38.1 by the Purchaser.

### **38.4 No merger**

This clause 38 does not merge on Completion.

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## **39. Guarantee and indemnity**

### **39.1 Requirement for guarantee**

If the Purchaser is a corporation (within the meaning of the Corporations Act) and is not listed on the Australian Stock Exchange, it is an essential term of this Contract that the Purchaser procures either two (2) directors of the Purchaser (or the sole director if applicable) or the two (2) majority shareholders of the Purchaser (or the sole shareholder if applicable) to enter into and sign this Contract as guarantor(s) (on the terms and conditions of this clause 39) no later than the Contract Date.

### **39.2 Consideration and severability**

- (a) The Guarantor gives the guarantees and indemnities in this clause 39 in consideration of the Vendor entering this Contract with the Purchaser at the Guarantor's request.
- (b) If the Guarantor executes this Contract after the Vendor, the Guarantor warrants that it grants the guarantees and indemnities in this clause 39 as a result of valuable consideration provided to it by the Vendor.
- (c) The covenants, guarantees and indemnities in this clause 39 are severable.

### **39.3 Guarantee**

The Guarantor unconditionally and irrevocably guarantees to the Vendor:

- (a) the payment of the balance of the price by the Purchaser to the Vendor;
- (b) every other amount payable by the Purchaser under this Contract; and
- (c) the performance of the Purchaser obligations under this Contract.

### **39.4 Indemnity**

- (a) The Purchaser indemnifies the Vendor against any Liability incurred, Claim made or Costs incurred arising from or in connection with any breach or default (or any attempted breach or default) by the Purchaser of its obligations under this Contract.
- (b) The Guarantor must pay on demand any money due to the Vendor by reason of this indemnity including the balance of the price, the adjustments due to the Vendor on Completion, and any other amount payable under this Contract.

### **39.5 Covenants**

- (a) The Guarantor is jointly and severally liable with the Purchaser to the Vendor for:
  - (i) the Purchaser observance and performance of its obligations under this Contract; and
  - (ii) any damage or Liability incurred by the Vendor as a result of the Purchaser failure to observe and perform its obligations under this Contract or its default under this Contract.
- (b) Until the Vendor has received all money payable by the Purchaser or the Guarantor under this Contract and the due performance by the Purchaser and the Guarantor of their several obligations under this Contract, neither the Purchaser nor the Guarantor may:
  - (i) claim or receive the benefit of a dividend or distribution, a payment out of the estate or assets or a payment in the liquidation, winding up or bankruptcy, of a person liable jointly with the Purchaser or the Guarantor to the Vendor or liable under a security for money payable by the Purchaser or the Guarantor; or
  - (ii) prove in an estate or in relation to an asset in a liquidation, winding up or bankruptcy in competition with the Vendor unless the amount the Vendor is entitled to will not be reduced as a result.
- (c) The Guarantor must pay the Vendor on written demand by the Vendor all Costs incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of a right of the Vendor under this clause 39.
- (d) The Guarantor's obligations are not affected if:

- (i) the Vendor releasing or entering into a composition with the Purchaser;
  - (ii) a payment made to the Vendor is later avoided; or
  - (iii) the Vendor transfers the benefit of this Contract.
- (e) If the Vendor transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.

### 39.6 Continuing effect

The Guarantor's obligations under this clause 39 are not released, discharges or otherwise affected by:

- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
- (b) the release (including, without limit, a release as part of a novation) or discharge of a person;
- (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
- (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (e) a variation of this Contract including, without limitation, a variation in the Date for Completion of this Contract;
- (f) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a Law, a court or otherwise;
- (g) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (h) the winding up of the Purchaser.

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## 40. Purchaser as trustee

### 40.1 Trustee warranties

If the Purchaser enters into this Contract as a trustee, the Purchaser represents and warrants to the Vendor that:

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

- (k) **(benefit)**: it has carefully considered the purpose of this Contract and considers that entry into this Contract is for the benefit of the beneficiaries and the terms of this Contract are fair and reasonable.

#### **40.2 Breach of trustee warranties**

The warranties provided by the Purchaser under clause 40.1 are essential terms of this Contract and a breach of such warranties entitle the Vendor to terminate for the purposes of clause 9.

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### **41. Electronic transaction and exchange**

#### **41.1 Consent to electronic transaction**

For the purposes of the *Electronic Transactions Act 2000* (NSW) and the *Electronic Transactions Act 1999* (Cth), each party consents to the electronic exchange of this Contract and any notices to be served or received under this Contract.

#### **41.2 Electronic exchange**

The parties agree and acknowledge:

- (a) one or more parties may sign this Contract electronically through 'DocuSign' (or another analogous electronic signing system) and bind themselves to this Contract accordingly, and agree that such action will satisfy any statutory or other requirements for it to be signed by that party or to be in writing;
- (b) this Contract may be exchanged electronically including but not limited to exchange through 'DocuSign' (or another analogous electronic signing system), facsimile, scanned documents and email;
- (c) in the event of an electronic exchange a binding contract arises between the parties at the time of electronic exchange;
- (d) the electronically exchanged contract will comprise the version of the Contract finalised between the parties, despite the actual or hard copies of the Contract not being physically exchanged between the parties for whatever reason; and
- (e) within 14 days of written request by the Vendor to do so, the Purchaser must submit a physical contract duly executed by the Purchaser and Guarantor (if applicable) for physical exchange, failing which the Vendor may terminate this contract and clause 9 will apply.

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### **42. Display Suite**

The Purchaser acknowledges that:

- (a) the Display Suite is made available to the Purchaser for inspection only;
- (b) the Display Suite is not an exact replica of the Residential Unit but rather is indicative of the general style, quality and finish of the apartments that the Vendor intends to construct on the Development Site; and
- (c) the chattels and fixtures and fittings used in the Display suite are not Inclusions and will not be provided by the Vendor in the Residential Unit.

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### **43. Disclosure Statement**

#### **43.1 Acknowledgment of Disclosure Statement**

The Vendor discloses and the Purchaser acknowledges that the Disclosure Statement was attached to this Contract as at the Contract Date, and that they have read and understood the Disclosure Statement.



### **43.2 No action**

The Purchaser must not make any Claim or take any Action by reason of the Disclosure Statement and or any matter referred to, arising from or connected with (whether directly or indirectly) the Disclosure Statement.

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## **44. Development Consent**

### **44.1 Vendor has obtained Development Consent**

The Vendor discloses and the Purchaser acknowledges that the Vendor has received the Development Consent.

### **44.2 Variation to Development Consent**

The Vendor may in its absolute discretion make an application or applications to amend the Development Consent and any subsequent development consent.

### **44.3 No action**

Other than where this Contract otherwise provides, the Purchaser must not make any Claim or take any Action by reason of the Development Consent, the Vendor's exercise of its rights under this clause 44, or any matter referred to, arising from or connected with (whether directly or indirectly) the Disclosure Statement.

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## **45. Home Building Act**

### **45.1 Home Building Act Disclosure**

The Vendor discloses and the Purchaser acknowledges that:

- (a) the construction of the Buildings is residential building work in relation to a multi-storey building;
- (b) pursuant to section 56 of the *Home Building Regulation 2014* (NSW), the construction of the Buildings is exempt from the requirements of Part 6 and section 96A of the Home Building Act;
- (c) the Vendor has not and does not intend to effect insurance in respect of the construction of the Buildings; and
- (d) it will not provide the Purchaser a certificate of insurance in connection with the construction of the Buildings.

### **45.2 No action**

The Purchaser must not make any Claim or take any Action by reason of this clause 45 or any matter referred to, arising from, or connected with (whether directly or indirectly) this clause 45.

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## **46. Development options**

### **46.1 Development options for Development Site**

The Vendor discloses and the Purchaser acknowledges that it was informed prior to entering into this Contract that:

- (a) the Vendor is considering various options to develop all or part of the Development Site for a variety of possible options and uses, and may in its absolute discretion decide to proceed with development of all or part of the Development Site for any one or more of the options or uses being considered;
- (b) the preparation of any concept plans, reports or studies into the possible options and uses of the Development Site does constitute a promise, warranty or representation on the part of the Vendor that the Development Site or any part of it will be developed for any of the possible options or uses;



- (c) the Vendor may carry out further Development Activities on the Development Site after Completion;
- (d) the number of stratum lots, strata schemes or strata lots on the Development Site may vary from that shown in the Essential Documents;
- (e) the Vendor may make variations to the configuration or layout of the Stratum Plan to that in the Draft Stratum Plan;
- (f) the number, configuration or design of the buildings or lots shown in the Stratum Plan may vary from the number, configuration or design of the buildings or lots shown in the Draft Stratum Plan;
- (g) the Vendor may make variations to the configuration or layout of the Strata Scheme to that in the Draft Strata Plan;
- (h) the number, configuration or design of the lots in the Strata Plan may vary from the number or configuration, design or lots as shown in the Draft Strata Plan;
- (i) the Vendor may develop, construct and register any of the Buildings in the Stratum Plan, Strata Scheme or Common Property in any number of stages and in any order of staging;
- (j) the Vendor may elect not to proceed with any proposed stage in the Stratum Plan, Strata Scheme or Common Property;
- (k) the Draft Essential Documents are preliminary documents and are likely to be refined (by way of addition, amendment or variation) after the Contract Date and as the Development is advanced; and
- (l) to the extent that any part or all of the Development Site might be developed for any purpose, the Vendor has given no promises or representations as to the timing of any such works.

In this special condition, a reference to the Vendor includes a Related Body Corporate of the Vendor.

#### **46.2 No Action**

Other than where this Contract otherwise provides, the Purchaser must not make any Claim or take any Action by reason of this clause 46, the Vendor's exercise of its rights under this clause 46, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 46.

#### **46.3 No merger**

This clause 46 does not merge on Completion.

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### **47. Vendor disclosures**

#### **47.1 General disclosures**

The Vendor discloses and the Purchaser acknowledges that:

- (a) the Vendor has sought to ensure that all matters disclosed or described in this Contract are disclosed and clearly described;
- (b) the Purchaser has been given the opportunity to take sufficient time to review and consider and take advice in respect of, including from its solicitor, all matters disclosed or described in this Contract;
- (c) should the Purchaser have any concerns in relation to any matter disclosed or described in this Contract, the Purchaser should and has raised such concerns with its solicitor and its solicitor should have or has notified the Vendor's solicitor accordingly prior to the Contract Date; and
- (d) this Contract is intended to be a binding contract in respect of the Property and the parties' obligations to one another.

## **47.2 Development specific disclosures**

The Vendor discloses and the Purchaser acknowledges that:

- (a) the Vendor intends to procure the registration of the Essential Documents prior to the Sunset Date;
- (b) Completion of this Contract is conditional upon the Essential Documents being registered;
- (c) the Vendor may create by-laws granting some of the owners of lots in the Strata Scheme exclusive use or special privileges of Common Property;
- (d) a number of Easements or Development Dealings may be imposed or required by Council or an Authority which are not disclosed in this Contract and may be created or released by another plan or instrument (see clause 64);
- (e) the Vendor may or may not include one or more Embedded Network Solutions on the Development Site (see clause 48);
- (f) any furniture, chattels or non-fixed items shown on the Layout Plan (for example, without limitation, beds, bed tables, tables, chairs, lounges or planter boxes etc) are for illustration purposes only and such furniture, chattels or non-fixed items are not included with the Residential Unit;
- (g) final landscape designs for the Development Site and Buildings are subject to the approval of Council and other Authorities and may change from time to time to meet the requirements of any Authority;
- (h) the Purchaser must not use any of the Vendor's marketing material for the Development (including the floor plans) for selling or leasing the Property.
- (i) the name of the Building or Development is subject to obtaining approval from relevant Authorities and that if such approval is not obtained the Vendor may change the name of the Building or Development or not name the Building or Development at all;
- (j) the address of the Property at Completion may be different from the address of the Property shown in this Contract;
- (k) the lot number of the Residential Unit at Completion may be different from the lot number of the Residential Unit shown in this Contract;
- (l) some units within the Buildings may be adaptable apartments which are capable of being adapted for use by persons with a disability; and
- (m) the Vendor does not warrant the accuracy or completeness of any of the vendor disclosure documents contained or referred to in Schedule 11.

## **47.3 Entries or notations on folios of register**

The Vendor discloses and the Purchaser acknowledges:

- (a) any reservation, condition, Easement and any other right described or referred to in a document described in the copy computer folio search;
- (b) each matter the subject of or referred to in a document referred to on page 2 of the Standard Form;
- (c) the Property Notifications together with other entries or notations in or substantially in the form set out in Part 1 of Schedule 9 with other entries or notations are or may be on the folio of the register for the Property at Completion; and
- (d) the Common Property Notifications together with other entries or notations in or substantially in the form set out in Part 2 of Schedule 9 together with other entries or notations are or may be on the folio of the register for the Common Property.

## **47.4 Planning Certificate**

- (a) The Vendor discloses and the Purchaser acknowledges the specific disclosure by the Vendor contained in the Planning Certificate of the environmental planning instruments affecting the Development Site, and that the Purchaser has or is taken to have inspected those instruments and is aware of all restrictions and prohibitions on development of the Development Site contained in those instruments.

- (b) Where the information, express or implied, contained in the Planning Certificate is inconsistent with the disclosures made in this clause 47, the disclosures made in this clause 47 prevail to the extent of any inconsistency.
- (c) Subject to Part IV of the Conveyancing Act, the Purchaser may not make any Claim or take any Action because of any matter referred or contained within the Planning Certificate. If the Purchaser makes any Claim that this Contract does not comply with the requirements of Part IV of the Conveyancing Act, the Purchaser bears the onus of establishing that this Contract does not comply with those requirements.

#### **47.5 Sydney Water**

The Vendor discloses and the Purchaser acknowledges that:

- (a) the position of the water supply to be provided by an Authority or service provider to the Development Site or Buildings at the time of Completion may not be as shown in the diagrams as attached to this Contract; and
- (b) the Vendor is not aware of what the exact position of the water supply to the Development Site or Buildings will be at the time of Completion but will ensure that such water supply complies with the requirements of the relevant Authority.

#### **47.6 Building Certificate and Survey**

The Vendor does not have a Building Certificate or an identification survey of the Development Site or Buildings. The Purchaser cannot require the Vendor to apply for or do anything to obtain a Building Certificate or a survey, nor comply with any relevant Authority's requirements for the issue of a Building Certificate or a survey. The Purchaser acknowledges that Completion of this Contract is not conditional on the Vendor or the Purchaser obtaining a Building Certificate or a survey.

#### **47.7 Service installations**

The Vendor discloses and the Purchaser acknowledges that water meters, light poles, fire service points (with poles), solar panels, drainage pumps and other Services may be installed (either before or after Completion) on the Development Site, in the street in front of or near the Buildings, or on the Common Property.

#### **47.8 Energy Authority**

The Vendor discloses and the Purchaser acknowledges that it is aware that an Energy Authority may require any or all of the following:

- (a) the construction on the Development Site or Common Property of one or more substation premises (**Substation Premises**); and
- (b) the grant to the Energy Authority by the Owners Corporation or the Vendor of Easements, Development Dealings or other rights and privileges in connection with the Substation Premises.

#### **47.9 Incomplete work**

Notwithstanding clause 11:

- (a) the Purchaser acknowledges that any work required to be done on the Development Site, the Buildings or the Property by the Vendor in accordance with a work order or notice referred to in clause 11 which is not completed by Completion does not:
  - (i) constitute a defect in title; or
  - (ii) entitle the Purchaser to make any Claim or take any Action; and
- (b) the Vendor must carry out and complete any work referred to in special condition 47.9(a) after Completion in accordance with the relevant work order.

#### **47.10 Fencing**

Subject to section 52A of the Conveyancing Act, the Vendor is not liable to pay compensation nor is it required to erect or contribute to the expense of erecting or moving any fencing if fencing is not on the correct boundary, a give-and-take fence exists, or a boundary of the Development Site is not fenced.

#### **47.11 Unit entitlements and shared facilities**

The Vendor discloses and the Purchaser acknowledges that:

- (a) as at the Contract Date, the Vendor has not determined the shared facilities between stratum lot owners on the Development Site or the apportionment of cost for such shared facilities between stratum lot owners;
- (b) as at the Contract Date, the Vendor has not determined the unit entitlements for the Property and the Strata Scheme;
- (c) the Vendor will, in accordance with all applicable Laws and standard market practice:
  - (i) determine the shared facilities and apportionment of costs for shared facilities between stratum lot owners on the Development Site prior to lodgement of the Draft Stratum Plan; and
  - (ii) procure a valuer to determine the final unit entitlement for the Property in prior to lodgement of the Draft Strata Plan; and
- (d) the determinations made under clause 47.11(c) will be final and binding on the Purchaser.
- (e) the Purchaser must not make any Claim or take any Action with respect to this clause 47.11, the Vendor's exercise of its rights under this clause 47.11, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 47.11.

#### **47.12 Limited Action**

Other than where this Contract otherwise provides, the Purchaser must not make any Claim or take any Action by reason of this clause 47, the Vendor's exercise of its rights under this clause 47, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 47.

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### **48. Embedded Network**

#### **48.1 Vendor disclosure as to Embedded Network Solutions**

The Vendor discloses and the Purchaser acknowledges that the Vendor is considering various embedded network solutions (**Embedded Network Solutions**) in respect of the Development Site or Buildings.

#### **48.2 Purchaser acknowledgment as to Embedded Network Solutions**

The Purchaser acknowledges and agrees that:

- (a) the Vendor, in its absolute discretion, may or may not include a number of Embedded Network Solutions in the Building or Development Site. Such Embedded Network Solutions may include but are not limited to:
  - (i) water supply agreements;
  - (ii) water treatment agreements;
  - (iii) energy or power purchase supply agreements;
  - (iv) gas purchaser supply agreements; and
  - (v) telecommunications agreements;
- (b) if the Vendor decides to procure the construction of plant or the granting of any leases or Easements associated with the Embedded Network Solutions, such plant, leases or Easements may be located on Common Property and operated and maintained by the Owners Corporation, the Building Management Committee or a third party;
- (c) the Embedded Network Solutions may require the entering into of Connection Agreements;
- (d) the Vendor is not obliged to notify the Purchaser of the Embedded Network Solutions that the Vendor may adopt in respect of the Building or Development Site;
- (e) no information, representation or warranty was made or supplied by the Vendor or the vendor's agent in connection with the Embedded Network Solutions;

- (f) the Owners Corporation and Building Management Committee may be required to enter into supply agreements with suppliers in respect of the Embedded Network Solutions to be supplied to the Development Site, Building and the Property;
- (g) no information, representation or warranty was made or supplied by the Vendor or the vendor's agent that the chosen service agreement operator in respect of an Embedded Network Solutions will provide services from all retailers;
- (h) the cost for these services will be payable by the Owners Corporation or the Building Management Committee (or both) pursuant to these service agreements; and
- (i) the Owners Corporation may be required to grant a solar panel licence to a third party to install operate, access and maintain photovoltaic cells on parts of the Common Property and to in turn purchase power generated by those photovoltaic cells pursuant to a power purchase agreement.

### **48.3 Mechanics of Embedded Network Solutions**

The Vendor discloses and the Purchaser acknowledges that the cost for services provided by Embedded Network Solutions may be recoverable from lot owners pursuant to the Strata Management Statement, the Strata By-Laws or the individuals agreements (or a combination of all or any of them) and may include the following features:

- (a) consumption based billings – individual apartment metering rather than unit entitlement basis;
- (b) consolidated billing to individual lot owners through the Owners Corporation;
- (c) fixed costs for maintenance – other costs based on metered usage;
- (d) steady cost certainty for usage and maintenance; and
- (e) benefiting from precinct wide scale (the infrastructure services more than just the Building and the Property).

### **48.4 No action and release**

- (a) The Purchaser must not make any Claim or take any Action by reason of the Embedded Network Solutions, the Vendor's exercise of its rights under this clause 48, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 48.
- (b) The Vendor has no Liability and the Purchaser releases the Vendor from any and all Claims and Costs arising directly or indirectly from the matters raised in this clause 48.

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## **49. Building matters**

### **49.1 Vendor appointment**

The Vendor may, but is under no obligation to, prior to or after the date of registration of the Essential Documents, appoint:

- (a) a strata manager for the professional management of the Strata Scheme and/or the Strata Management Statement;
- (b) a caretaker for the professional management of the Buildings; and/or
- (c) a concierge for the provision of professional concierge services to the Buildings,

which may or may not be the same or different organisation, with such appointment(s) to expire at the conclusion of the first annual general meeting of the Owners Corporation in accordance with the Strata Management Act.

### **49.2 Owners Corporation contracting**

The Vendor may, but is under no obligation to, seek to have the Owners Corporation enter into any agreement reasonably required to give effect to the appointments under clause 49.1 for a term either expiring at the date of the first annual general meeting of the Owners Corporation or, subject to the provisions of the Strata Management Act, for a longer period subject to the ratification by the Owners Corporation at the first annual general meeting.

### **49.3 Purchaser acknowledgments**

The Purchaser acknowledges that, in accordance with the provisions of the Strata Management Act:

- (a) the appointment of a strata manager, caretaker or concierge beyond the first annual general meeting of the Owners Corporation is at the discretion of the Owners Corporation; and
- (b) if the Owners Corporation wishes to appoint a strata manager, caretaker or concierge, including any strata manager, caretaker or concierge previously appointed by the Vendor, such appointment will need to be made by the Owners Corporation by resolution of the Owners Corporation.

### **49.4 No action**

The Purchaser must not make any Claim or take any Action by reason of this clause 49, the Vendor's exercise of its rights under this clause 49, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 49.

### **49.5 Non merger**

This clause 49 does not merge on Completion.

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## **50. Purchaser confirmations**

### **50.1 Purchaser warranties and confirmations**

The Purchaser acknowledges, confirms and warrants in favour of the Vendor 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 the Display Suite and any marketing material in relation to the Development Site, Buildings or Property;
- (b) it is aware of the risks that the Vendor undertakes in relation to the Development and the Development Activities, and in view of these risks, agrees that the terms in this Contract are reasonably necessary to protect the legitimate interests of the Vendor;
- (c) 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 or Development, then the Purchaser has brought such matters to the Vendor's attention in writing prior to the Contract being entered into and such matters as agreed or approved have been addressed in this Contract;
- (d) they have inspected or has had adequate opportunity to inspect the Development Site where the Property is to be created;
- (e) they have relied entirely on its own inspection, and its own inquiries and due diligence relating to the Property, including:
  - (i) the use to which the Property may be put;
  - (ii) any financial return or income derived or to be derived from the Property;
  - (iii) any Services to the Property or to be available to the Property;
  - (iv) any improvement on or to be on the Property;
  - (v) any fixtures, fittings or chattels passing with the Property; and
  - (vi) all other inspections and inquiries which a reasonable and prudent purchaser would make in respect of the Property and Development;
- (f) they have satisfied themselves as to their obligations and rights under this Contract;
- (g) they have obtained independent legal advice;
- (h) in entering into this Contract and in proceeding to Completion neither the Vendor nor any person on its behalf has made or given nor has the Purchaser relied on any representation, warranty, promise or forecast, including any contained in any marketing



material or material provided by the vendor's agent other than as contained in this Contract;

- (i) they have inspected all documents attached to this Contract and are aware of all the terms of and restrictions and prohibitions contained in this Contract;
- (j) the Purchaser has made or procured its own inspections, investigations, examinations, and enquiries in respect of all aspects of the Buildings and the Development Site including the Property, construction of buildings, planning restrictions, building regulations and the suitability of the Buildings and the Development Site for the purpose for which the Purchaser requires the Property;
- (k) there is no other contact, agreement or warranty subsisting at the Contract Date which relates to the Property or the purchase of the Property by the Purchaser; and
- (l) no other statements or representations:
  - (i) have induced or influenced the Purchaser to enter into this Contract or to agree to any or all of its terms;
  - (ii) have been relied on by the Purchaser in any way as being accurate for those purposes; or
  - (iii) have been warranted to the Purchaser as being true.

## **50.2 No action**

Other than where this Contract otherwise provides, the Purchaser must not make any Claim or take any Action by reason of this clause 50, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 50.

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## **51. Prohibition on caveat**

### **51.1 Purchaser restriction on caveat**

The Purchaser must not lodge or attempt to lodge a caveat or Encumbrance over the Development Site or the Property in respect of any interest claimed or arising out of this Contract.

### **51.2 Indemnity**

The Purchaser indemnifies the Vendor against any Liability incurred, Claim made or Costs incurred arising from or in connection with any breach or default (or any attempted breach or default) of clause 51.1 by or on behalf of the Purchaser, any assignee of the Purchaser interest under this Contract, or any person claiming through or under the Purchaser.

### **51.3 Purchaser to Complete**

If a caveat or Encumbrance is lodged over the Development Site or the Property by or on behalf of the Purchaser, any assignee of the Purchaser interest under this Contract, or any person claiming through or under the Purchaser, the Purchaser must Complete this Contract despite the caveat or Encumbrance.

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## **52. Vendor right to transfer, novate or assign**

### **52.1 Vendor right to encumber**

The Vendor disclosed and the Purchaser acknowledges and agrees that the Vendor may at any time create an Encumbrance over its right, title and interest under this Contract or the Development Site (or any part thereof) without the consent of the Purchaser.

### **52.2 Vendor right to assign or novate**

The Vendor may at any time and without the consent of the Purchaser:

- (a) transfer the Property or the Development Site (or part thereof);
- (b) novate its rights or obligations under this Contract (or any part thereof); or

- (c) assign its rights under this Contract (or any part thereof).

### **52.3 Vendor to provide notice**

If the Vendor exercises its rights under clause 52.2 the Vendor must provide written notice to the Purchaser to that effect.

### **52.4 Purchaser actions**

Where the Vendor gives notice under clause 52.3, the Purchaser:

- (a) agrees and consents to the transfer, novation or assignment (as applicable);
- (b) agrees to release the Vendor from its obligations under this Contract from the date the Vendor gives notice under clause 52.3;
- (c) must effect Completion of this Contract according to its terms with the Third Party Vendor; and
- (d) if required by the Vendor, the Purchaser must do all things reasonably required by the Vendor to effect such transfer, novation or assignment (as applicable) including but not limited to entering into any assignment deed or novation deed prepared on the following basis:
  - (i) the assignment deed or novation deed (as applicable) will be prepared by the Vendor at its cost and expense;
  - (ii) must contain a provision releasing the Vendor from all the Vendor's obligations under this Contract; and
  - (iii) must be signed by and returned by Purchaser within 14 days of being issued, after which, the Purchaser by virtue of this clause will have been deemed to agree to be bound by the document unless they have otherwise notified the Vendor in writing that they do not agree to such deeming.

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## **53. Prohibition on Purchaser assignment and resale**

### **53.1 Purchaser not to assign or encumber Property**

Prior to Completion, the Purchaser must not, without the prior written consent of the Vendor (which may be given, withheld or conditionally given in the Vendor's absolute discretion) transfer, assign, novate, mortgage, charge or otherwise create an Encumbrance over any of its rights, obligations or interests under this Contract or in the Property.

### **53.2 Prohibition on resale**

Prior to Completion, the Purchaser must not and warrants in favour of the Vendor that it will not, without the prior written consent of the Vendor (which may be given, withheld or conditionally given in the Vendor's absolute discretion) without the Vendor's prior written consent:

- (a) advertise to sell the Property; or
- (b) enter into, purport to enter into, or take steps to enter into, any contract, deed or agreement to sell the Property (whether by way of contract for sale, call option, put option, put and call option, or other arrangement).

### **53.3 Essential terms**

Clauses 53.2 and 53.3 are essential terms of this Contract and a breach of either clauses by the Purchaser will entitle the Vendor to either sue the Purchaser for damages or exercise its rights under clause 9.



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## **54. Purchaser obligations about Designated Matters**

### **54.1 Purchaser obligations regarding Designated Matters**

The Purchaser must:

- (a) use all reasonable endeavours to ensure that the Vendor can exercise a vote at a meeting of the Owners Corporation or Building Management Committee;
- (b) do all things reasonably required by the Vendor to give effect to the Designated Matters;
- (c) use all reasonable endeavours to ensure any enrolled or registered mortgagee, chargee or security interest holder complies with this clause 54;
- (d) use all reasonable endeavours to procure that the Owners Corporation or Building Management Committee votes as the Vendor directs in connection with any of the things in this clause 54 relating to a motion dealing with the Designated Matters submitted to the Owners Corporation or Building Management Committee;
- (e) procure that a transferee of the Property from the Purchaser enters into a contract wherein the terms of this clause 54 are contained within that contract in a form reasonably required by the Vendor;
- (f) if required by the Vendor, vote in favour of any motion for a resolution of the Owners Corporation or Building Management Committee to implement or give effect to any Designated Matters; and
- (g) if required by the Vendor, vote against any motion for a resolution of the Owners Corporation or Building Management Committee which, if passed, would delay or prevent the implementation or giving effect to any of the Designated Matters or the exercise by the Vendor of rights in relation to the Designated Matters.

### **54.2 Purchaser restrictions regarding Designated Matters**

The Purchaser must not:

- (a) do anything which may delay or prevent any Designated Matters being implemented or give effect to, or the Vendor exercising rights in relation to any Designated Matters;
- (b) procure or request any person (including any mortgagee) to do anything which may delay or prevent any Designated Matters being implemented to give effect to, or the Vendor exercising rights in relation to any Designated Matters;
- (c) do anything that may delay or prevent the Owners Corporation or Building Management Committee, when required by the Vendor, producing the certificate of title for the Common Property at the Department of Lands at any time to record registration of an instrument or other dealing; and
- (d) do anything, including make an application to or otherwise approach the Registrar or an Adjudicator or the Tribunal, an Authority, the Building Management Committee, the Owners Corporation or commence any proceedings in a court that may delay, hinder or prevent the implementation of or giving effect to or that may otherwise detrimentally affect the Designated Matters or the exercise of rights by the Vendor in relation to the Designated Matters.

### **54.3 Acknowledgement to Designated Matters**

The Purchaser acknowledges that this clause 54:

- (a) does not confer unconditional proxy voting rights on the Vendor or constitute a power of attorney provided by the Purchaser to the Vendor;
- (b) is intended to facilitate the orderly and consistent requirements of the vesting, and practical exercise, of voting rights in relation to the Designated Matters; and
- (c) facilitates the better conduct of the Vendor's business, assists the Vendor to sell all lots in the Stratum Plan, Strata Plan or Development, and is intended to better secure the performance by the Purchaser of its obligations under this Contract.

#### **54.4 No action**

The Purchaser must not make any Claim or take any Action as a result of any Designated Matters, the Vendor's exercise of its rights under this clause 54, or any matter referred to, arising from or connected with (whether directly or indirectly) any Designated Matters or this clause 54.

#### **54.5 No merger**

This clause 54 does not merge on Completion.

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### **55. Insolvency Event or death**

#### **55.1 Insolvency Event**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause 55 not been included, if the Purchaser (and if the Purchaser is constituted by more than one person, then if any of the parties constituting the Purchaser) suffers an Insolvency Event, the Vendor may terminate this Contract by notice in writing to the Purchaser. This is an essential term of this Contract.

#### **55.2 Death**

If the Purchaser (and if the Purchaser is constituted by more than one person, then if any of the parties constituting the Purchaser):

- (a) dies; or
- (b) becomes incapable of managing their affairs due either physical impediment or mental unsoundness of mind,

then the Vendor may rescind this Contract by notice in writing to the Purchaser.

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### **56. Construction of Building**

#### **56.1 Building Contract**

The Vendor has or will enter into a contract with a Builder for the construction of the Building (**Building Contract**).

#### **56.2 Construction**

Subject to clause 56.3, the Vendor must use reasonable endeavours to ensure that the following works are carried out and completed on or before the Sunset Date:

- (a) the internal layout and configuration of the Residential Unit when constructed is generally in accordance with the Layout Plan;
- (b) the items specified in the Schedule of Finishes are installed in the Residential Unit; and
- (c) construction and completion of the Property is carried out in a proper and workmanlike manner.

#### **56.3 Construction Amendments**

The Vendor may with or without notice to the Purchaser make Construction Amendments:

- (a) to meet or satisfy the requirements of the Development Consent;
- (b) to meet or satisfy the requirements of any Authority;
- (c) to substitute building materials or finishes that are difficult or impractical for the Vendor to obtain at a cost acceptable to the Vendor (acting reasonably);
- (d) required for the proper construction of the Buildings or carrying out of the Development as determined by the Vendor (acting reasonably); or
- (e) as desired from the Vendor from time to time (acting reasonably).

#### **56.4 Vendor option to notify**

At any time before Completion, the Vendor may, but is not obligated to, serve notice of Construction Amendments which may, in the Vendor's opinion, detrimentally affect the Residential Unit to an extent that is substantial.

#### **56.5 Limited Action**

Subject to clause 56.6, the Purchaser must not make any Claim or take any Action as a result of any Construction Amendments, the Vendor's exercise of its rights under this clause 56, or any matter referred to, arising from or connected with (whether directly or indirectly) any Construction Amendments or this clause 56.

#### **56.6 Purchaser remedy to material Construction Amendments**

Subject to clause 56.7, if there are any Construction Amendments which detrimentally affect the Residential Unit to an extent that is substantial, and the Vendor;

- (a) serves notice under clause 56.4, the Purchaser may, within 14 days after the day the notice is served, rescind this Contract by written notice to the Vendor (time of the essence); or
- (b) does not serve notice under clause serves notice under clause 56.4, the Purchaser may, within 14 days after the Vendor has served notice of registration of the Essential Documents, rescind this Contract by written notice to the Vendor (time of the essence).

#### **56.7 Schedule of Finishes Amendment**

Where the Construction Amendment is a Schedule of Finishes Amendment, the Purchaser acknowledges and agrees that any amendment, variation or substitution to the manner of finish or item to be installed or included in the Residential Unit as specified in the Schedule of Finishes to or with a different manner of finish or item of substantially equal or higher standard or quality, shall be deemed to be a minor variation, and the Purchaser must not take any Action or make any Claim in relation to such minor variation.

#### **56.8 Purchaser acceptance**

If the right of rescission conferred by clause 56.6 is not exercised by the Purchaser within the 14 day time period conferred, then that right of rescission will lapse and this Contract shall remain binding in all respects as though the right of rescission had not been included and for the purposes of this Contract, any Construction Amendments shall be deemed to be a minor variation, and the Purchaser must not take any Action or make any Claim in relation to such minor variation.

#### **56.9 Release**

Subject to the Purchaser right of rescission in clause 56.6, the Purchaser releases the Vendor from any Claim of or incidental to any Construction Amendments or the Vendor's exercise of its rights under this clause 56.

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### **57. Timber Floor Upgrade**

#### **57.1 Application of Timber Floor Upgrade**

If the Purchaser has selected the Timber Floor Upgrade as designated on the Coverpage of this Contract (as so marked), then timber engineered flooring will be included as a floor covering in the Residential Unit and the balance of this clause 57 applies.

#### **57.2 Availability of timber flooring**

If the engineered timber contemplated by the Timber Floor Upgrade is not available at the time the Property is being constructed, the Vendor may substitute the engineered time to another engineered timber of equivalent quality with or without notice to the Purchaser.

### **57.3 Acknowledgements as to timber flooring**

If the Vendor installs timber engineered flooring in the Residential Unit, the Purchaser acknowledges and agrees that it has been informed of the following characteristics of the timber engineered flooring:

- (a) timber engineered flooring has a limited life span;
- (b) timber may vary in colour and grain;
- (c) timber is not a hard surface and accordingly sharp or heavy objects may cause scratching or denting of the boards. Special care needs to be taken with entry and other high traffic areas that attract grit from the bottom of shoes as well as placement of furniture;
- (d) timber naturally absorbs and releases moistures and shrinkage or expansion may occur;
- (e) anything that alters temperature or moisture such as heaters, air conditioners, clothes dryers, fireplaces and direct sunlight can increase the occurrence of shrinkage or expansion of timber;
- (f) to minimise shrinkage, expansion, delamination and fading of timber flooring, after Completion the Purchaser should among other things immediately install window furnishings and take other steps necessary to keep consistent temperature inside the Residential Unit and maintain and clean the floor in accordance with the manufacturer's recommendations; and
- (g) the distributor of the timber engineered flooring does not provide any form of guarantee or warranty on the wear of the coated surface of the timber engineered flooring.

### **57.4 No Action**

The Purchaser must not make any Claim or take any Action as a result of this clause 57, the Vendor's exercise of its rights under this clause 57, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 57.

### **57.5 No merger**

This clause 57 does not merge on Completion.

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## **58. Car space**

### **58.1 Car space**

If the Coverage of this Contract designates that the Property includes a carspace (as so marked):

- (a) the Property will include a Car Space;
- (b) the Purchaser acknowledges that the Car Space may or may not be issued as a separate lot to that of the Residential Unit; and
- (c) if the Car Space is issued as a separate lot to that of the Residential Unit, title to that Car Space lot may include Easements or a restriction on use limiting the right of use and/or ownership of the Car Space to an owner of a residential lot within the Buildings, Stratum Plan or Strata Scheme.

### **58.2 Multiple car spaces**

Where the Contract specifies that the Purchaser has the benefit of more than 1 carspace (as designated on the Coverage of this Contract), the Vendor may, in its absolute discretion, allocate the Purchaser a tandem Car Space, an adaptable Car Space, Car Space's in separate locations and such allocations will be taken to be 2 Car Space's in consideration of the total number of carspaces to be allocated to the Purchaser under this Contract.

### **58.3 Location of car space**

The Vendor discloses and the Purchaser acknowledges that the Vendor has not determined the location of the Car Space(s) within the Buildings, Stratum Plan or Strata Scheme, which may vary throughout the course of the Development.

#### **58.4 No Action**

The Purchaser must not make any Claim or take any Action by reason of this clause 58, the Vendor's exercise of its rights under this clause 58, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 58, including but not limited to:

- (a) the location of the Car Space(s) in the Buildings, Stratum Plan or Strata Scheme;
- (b) the location of the car parking area within Buildings, Stratum Plan or Strata Scheme;
- (c) if there is more than one carspace:
  - (i) whether the Car Spaces are comprised within one combined located, next to each other, or in separate locations;
  - (ii) (if separate locations) whether the locations are contiguous with each other;
  - (iii) whether the Car Space(s) are comprised in one lot rather than a separate lot for each Car Space; or
  - (iv) whether the Car Space's are positioned in such manner that the cars occupying those spaces must be parked in tandem; or
- (d) in circumstances where the Car Spaces related to an adaptable unit, whether only one car will fit into the car space (notwithstanding the Contract refers to 2 or more carspaces).

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### **59. Storage**

#### **59.1 Storage space**

If the Coverage of this Contract designates that the Property includes a storage space (as so marked):

- (a) the Property will include a Storage Area;
- (b) the Purchaser acknowledges that the Storage Area may or may not be issued as a separate lot to that of the Residential Unit; and
- (c) if the Storage Area is issued as a separate lot to that of the Residential Unit, title to that Storage Area lot may include Easements or a restriction on use limiting the right of use and/or ownership of the Storage Area to an owner of a residential lot within the Buildings, Stratum Plan or Strata Scheme.

#### **59.2 Location of storage area**

The Vendor discloses and the Purchaser acknowledges that the Vendor has not determined the location, area, size, dimension or configuration of the Storage Area(s) within the Buildings, Stratum Plan or Strata Scheme, which may vary through the course of the Development.

#### **59.3 No Action**

The Purchaser must not make any Claim or take any Action by reason of this clause 59, the Vendor's exercise of its rights under this clause 59, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 59, including but not limited to:

- (a) the location of the Storage Area(s) in the Buildings, Stratum Plan or Strata Scheme;
- (b) the ceiling height or headroom being no greater than 2.1m;
- (c) the existence of Services or building elements within the Storage Area(s); or
- (d) the Storage Area(s) being located in the basement Car Park or accessed from a level of the Buildings other than the level on which the Car Space(s) are located.

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### **60. Defects**

#### **60.1 Vendor to repair Defects**

The Vendor must repair in a proper and workmanlike manner, at the Vendor's expense, within a reasonable time after the expiry of the Defects Period, any Defects in the Property (including

Special Faults) of which notice is served by the Purchaser on the Vendor before the expiry of the Defects Period. The Purchaser may serve notice of Defects in the Property on no more than two (2) occasions prior to the expiry of the Defects Period.

#### **60.2 No remedy of Defects prior to Completion**

The Purchaser must not serve notice of any Defect in the Property before Completion other than a Special Fault. The Purchaser cannot delay, refuse to settle or threaten not to Complete this Contract as a result of the existence of any Defects other than a Special Fault.

#### **60.3 Special Fault**

The Purchaser must serve notice of any Special Fault immediately after the Purchaser becomes aware of that defect or fault. The Vendor must before Completion repair in a proper and workmanlike manner, at the Vendor's expense, any Special Fault of which notice has been served by the Purchaser before the Date for Completion.

#### **60.4 Habitability of Residential Unit**

An Occupation Certificate for the Residential Unit is conclusive evidence that there are no Defects which make the Residential Unit uninhabitable.

#### **60.5 Common Property**

Subject to clauses 75 to 77 (inclusive), the Purchaser accepts the Common Property in its state of repair and condition on the Date for Completion subject to all latent and patent defects, and the Purchaser cannot make any Claim or take any Action in respect of the state or repair and condition of the Common Property at Completion.

#### **60.6 Access**

For the purposes of this clause 60, the Purchaser must provide Vendor and the Builder with access to the Property at all reasonable times for the purpose of repairing any Defects.

#### **60.7 Dispute**

If any disagreement or dispute arises from or in connection with this clause 60:

- (a) prior to Completion, the Purchaser must not take any Action or make any Claim;
- (b) after Completion, either the Vendor or the Purchaser may refer the dispute or disagreement to a single expert nominated by the President provided that the Vendor and Purchaser have first made good faith attempts to resolve the dispute or disagreement between themselves;
- (c) the expert's decision will be conclusive and binding on the parties; and
- (d) the cost of the expert determination will be borne by the Purchaser.

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### **61. Registration of Essential Documents**

#### **61.1 Conditional Completion**

Completion of this Contract is subject to and conditional upon:

- (a) registration of the Essential Documents; and
- (b) the issue of an Occupation Certificate for Building D or the Residential Unit.

#### **61.2 Vendor to satisfy conditions**

The Vendor must use reasonable endeavours to:

- (a) have the Essential Documents registered on or before the Sunset Date; and
- (b) obtain an Occupation Certificate for Building D or the Residential Unit on or before the Sunset Date.

### **61.3 Right of rescission – registration of Essential Documents**

- (a) Subject to clause 61.3(b), if the Essential Documents are not registered on or before the Sunset Date then either the Vendor or the Purchaser may rescind this Contract by written notice to the other party.
- (b) The Purchaser acknowledges and agrees that it is reasonable for the Vendor to exercise a right of rescission under clause 61.3(a) if the Vendor has complied with its obligations under sections 66ZS(3) and 66ZS(4) of the Conveyancing Act.

### **61.4 Right of rescission – Occupation Certificate**

If the Vendor has not served an Occupation Certificate for Building D or the Residential Unit on or before the Sunset Date then either the Vendor or the Purchaser may rescind this Contract by written notice to the other party.

### **61.5 No breach**

The Vendor is not in breach of this Contract if the Vendor has not satisfied the conditions under clause 61.1 by the Sunset Date.

### **61.6 Notification of lodgement of Essential Documents**

The Vendor will notify the Purchaser after the Essential Documents are lodged for registration at the Department of Lands.

### **61.7 Notification of registration of Essential Documents**

The Vendor will notify the Purchaser when the Essential Documents are registered at the Department of Lands along with copies of the Essential Documents as registered.

### **61.8 Notification of Occupation Certificate**

The Vendor will notify the Purchaser when an Occupation Certificate for Building D or the Residential Unit has been obtained along with a copy of the relevant Occupation Certificate.

### **61.9 Limited Action**

Other than as provided for in this clause 61, but subject to clause 61.10, the Purchaser must not make any Claim or take any Action as a result of this this clause 61, the Vendor's exercise of its rights under this this clause 61, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 61.

### **61.10 Purchaser limited rights on registration**

- (a) Where there is a difference between:
  - (i) the Draft Stratum Plan and the Stratum Plan;
  - (ii) the Draft Stratum Plan Instrument and the Stratum Plan Instrument;
  - (iii) the Draft Strata Plan and the Strata Plan;
  - (iv) the Draft Strata Plan Instrument and the Strata Plan Instrument;
  - (v) the Draft Strata Management Statement and the Strata Management Statement;or
  - (vi) the Draft Strata Plan By-Laws and the Strata Plan By-Laws,and such difference is the result of a change to the Strata Management Act or Strata Development Act which occurred after the Contract Date, the Purchaser must not make any Claim or take any Action as a result of that difference.
- (b) Where there is a difference between:
  - (i) the Draft Stratum Plan and the Stratum Plan;
  - (ii) the Draft Stratum Plan Instrument and the Stratum Plan Instrument;
  - (iii) the Draft Strata Plan and the Strata Plan;
  - (iv) the Draft Strata Plan Instrument and the Strata Plan Instrument;



- (v) the Draft Strata Management Statement and the Strata Management Statement;  
or
  - (vi) the Draft Strata Plan By-Laws and the Strata Plan By-Laws,
- and such difference is not as a result of a change as referred to in clause 61.10(a) and which detrimentally affects the Residential Unit to an extent that is substantial, then subject to clause 61.10(c), the Purchaser may within 14 days from the day of service of the registered documents under clause 61.7 rescind this Contract by written notice to the Vendor (time of the essence).
- (c) Where there is a difference between the Draft Strata Plan and the Strata Plan, and that difference relates to a change in the Unit Area, the parties agree and acknowledge that:
    - (i) a decrease in the Unit Area of less than or equal to 5% is taken not to detrimentally affect the Residential Unit to an extent that is substantial; and
    - (ii) a decrease in the Unit Area of more than 5% is taken to detrimentally affect the Residential Unit to an extent that is substantial.

### **61.11 Purchaser acceptance**

If the right of rescission conferred by clause 61.10(b) is not exercised by the Purchaser within the 14 day time period conferred, then that right of rescission will lapse and this Contract shall remain binding in all respects as though the right of rescission had not been included and for the purposes of this Contract, the relevant matter under clause 61.10(b) shall be deemed to be a minor variation and the Purchaser must not take any Action or make any Claim in relation to such minor variation.

### **61.12 Release**

Subject to the Purchaser right of rescission in clause 61.10(b), the Purchaser releases the Vendor from any Claim of or incidental to Vendor's exercise of its rights under clause 61.10(b) or any difference between the:

- (a) the Draft Stratum Plan and the Stratum Plan;
- (b) the Draft Stratum Plan Instrument and the Stratum Plan Instrument;
- (c) the Draft Strata Plan and the Strata Plan;
- (d) the Draft Strata Plan Instrument and the Strata Plan Instrument;
- (e) the Draft Strata Management Statement and the Strata Management Statement; and
- (f) the Draft Strata Plan By-Laws and the Strata Plan By-Laws.

### **61.13 Occupation Certificate**

The service of an Occupation Certificate for Building D or the Residential Unit is conclusive evidence of the matters contained therein. The Purchaser must not make any Claim or take any Action as a result of such Occupation Certificate or any matter referred to, arising from or connected with (whether directly or indirectly) such Occupation Certificate.

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## **62. Extension of Sunset Date**

### **62.1 Extending Sunset Date**

Notwithstanding clause 61, the Vendor may by notice in writing to the Purchaser extend the Sunset Date by each day that the Vendor, its Builder(s) or its financiers have been delayed by reason of:

- (a) damage by fire, explosion, war, civic commotion or act of God;
- (b) disputes with neighbours;
- (c) delays in registering the Essential Documents;
- (d) delays in obtaining any Occupation Certificate;
- (e) delay by an Authority in giving any necessary approval;



- (f) weather conditions that prevent work under normal construction practices;
- (g) industrial dispute including strikes or lock outs affecting the progress of the construction or works on the Development Site, or the manufacture or supply of materials for such construction;
- (h) any delays of or incidental to obtaining funding in connection with the Development or Development Site;
- (i) any requirements of a financier connected with the with the Development or Development Site;
- (j) any delay incurred as a result of pre-construction requirements required to be fulfilled as a condition of any Authority or development agreement to which the Vendor is a party to;
- (k) any delay not occasioned by the Vendor or outside of the Vendor's control; or
- (l) a combination of these.

## **62.2 No Action**

The Purchaser must not make any Claim or take any Action as a result of this this clause 62, the Vendor's exercise of its rights under this this clause 62, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 62.

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## **63. Replacement of documents**

### **63.1 Unnecessary Document**

If the Vendor decides not to register a document comprising the Essential Documents (**Unnecessary Document**) the Vendor must, no later than the day when the Vendor serves notice of registration of the remaining Essential Documents, notify the Purchaser of that decision.

### **63.2 Replacement, amendment or new documents**

At any time prior to the Essential Documents being registered, the Vendor may serve notice on the Purchaser that the Vendor Substitutes a document attached to this Contract or relates to a matter in this Contract (**Replaced Document**) with another document copy of which is included with the notice under this clause 63.2 (**Replacement Document**).

### **63.3 Effect of Replacement Document**

From and including the day of service of a notice under clause 63.2, the Replaced Document is taken to be no longer attached to this Contract and the Replacement Document is taken to the attached to this Contract.

### **63.4 Limited Action**

Subject to clause 63.5, the Purchaser must not make any Claim or take any Action as a result of this clause 63, the Vendor's exercise of its rights under this clause 63, or any matter referred to, arising from or connected with (whether directly or indirectly) this clause 63.

### **63.5 Purchaser right of rescission**

- (a) Subject to clause 63.5(b), if any Replacement Document detrimentally affects the Residential Unit to an extent that is substantial, the Purchaser may within 14 days from the day of service of the Replacement Document under clause 63.2 rescind this Contract by written notice to the Vendor (time of the essence).
- (b) If there is a difference between the Replaced Document and the Replacement Document, and that difference relates to a change in the Unit Area, the parties agree and acknowledge that:
  - (i) a decrease in the Unit Area of less than or equal to 5% is taken not to detrimentally affect the Residential Unit to an extent that is substantial; and
  - (ii) a decrease in the Unit Area of more than 5% is taken to detrimentally affect the Residential Unit to an extent that is substantial;

### **63.6 Purchaser acceptance**

If the right of rescission conferred by clause 63.5(a) is not exercised by the Purchaser within the 14 day time period conferred, then that right of rescission will lapse and this Contract shall remain binding in all respects as though the right of rescission had not been included and for the purposes of this Contract, the relevant matter under clause 63.2 shall be deemed to be a minor variation and the Purchaser must not take any Action or make any Claim in relation to such minor variation.

### **63.7 Release**

Subject to the Purchaser right of rescission in clause 63.5(a), the Purchaser releases the Vendor from any Claim of or incidental to any Replaced Documents or the Vendor's exercise of its rights under this clause 63.

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## **64. Development Dealings**

### **64.1 Creating of Development Dealings**

The Vendor discloses and the Purchaser acknowledges that as at the Contract Date, the Easements, leases, agreements, arrangements, documents, rights, privileges and obligations (**Development Dealings**) affecting the Development Site (or part thereof), Building Management Committee, Owners Corporation, Stratum Plan, Strata Plan, Strata Scheme, Buildings and Property may not have been created, entered into, granted or dedicated, and as part of the Development the Vendor may create, enter into, make, grant or dedicate such Development Dealings which have not created, entered into, granted or dedicated.

### **64.2 Notification of Development Dealings**

No later than the day when the Vendor services notice that the Essential Documents have been registered under clause 61.6, the Vendor must give notice and copy of any Development Dealings being created, entered into, granted or dedicated (as the case may be). Unless separately notified by the Vendor, the provision of notice and documents by the Vendor under clause 61.6 will satisfy the Vendor's obligations under this clause 64.2.

### **64.3 Limited Action**

Subject to special condition 64.4, the Purchaser must not make any Claim or take any Action as a result of any Development Dealings, the Vendor's exercise of its rights under this clause 64, or any matter referred to, arising from or connected with (whether directly or indirectly) the Development Dealings or this clause 64.

### **64.4 Purchaser right of rescission**

If any Development Dealings detrimentally affect the Residential Unit to an extent that is substantial, the Purchaser may within 14 days from the date of service under clause 61.6 rescind this Contract by written notice to the Vendor (time of the essence).

### **64.5 Purchaser acceptance**

If the right of rescission conferred by clause 64.4 is not exercised by the Purchaser within the 14 day time period conferred, then that right of rescission will lapse and this Contract shall remain binding in all respects as though the right of rescission had not been included and for the purposes of this Contract, the Development Dealings or relevant matter under clause 64.4 shall be deemed to be a minor variation and the Purchaser must not take any Action or make any Claim in relation to such minor variation.

### **64.6 Release**

Subject to the Purchaser right of rescission in special condition 64.4, the Purchaser releases the Vendor from any Claim of or incidental to the Vendor's exercise of its rights under this clause 64 or any Development Dealings.

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## 65. General prohibition on Action

The Purchaser must not make a Claim or take any Action as a result of or in connection with anything done by the Vendor which is not prohibited under this Contract.

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## 66. Pre-completion inspection

### 66.1 Purchaser may inspect the Property

No earlier than within 14 days prior to the Date for Completion, the Purchaser may make 1 appointment to inspect the Property with the Vendor or a person appointed by the Vendor at a time determined by the Vendor acting reasonably.

### 66.2 Consultant inspection

If the Purchaser wishes to have the Property inspected by any consultant including a valuer on behalf of a financier, the Purchaser must arrange for such consultants to attend the inspection appointment referred to in clause 66.1.

### 66.3 Purchaser acknowledgement

The Purchaser acknowledges that the Buildings contains or will contain a number of lots and that some or all of the lots may be sold with completion of those sales to take place at or about the same time as the Date for Completion. Accordingly, the Vendor reserves the right (acting reasonably) to:

- (a) set the time and date of the Purchaser inspection appointment;
- (b) limit the time spent during an inspection appointment;
- (c) limit the number of persons attending an inspection appointment; and
- (d) limit the number of additional inspection appointments after the first appointment.

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## 67. Completion

### 67.1 Completion date

The date for completion will be the later of (**Date for Completion**):

- (a) 21 days after the day on which the Vendor gives notice under clause 61.7 that the Essential Documents have been registered;
- (b) 21 days after the day on which the Vendor serves an Occupation Certificate for Building D or the Residential Unit under clause 61.8; and
- (c) 42 days from the Contract Date.

### 67.2 Completion time

Completion must take place on or before 5:00pm on the Date for Completion.

### 67.3 Notice to complete

If Completion does not occur by 5:00pm on the Date for Completion, the party not in default will be entitled by notice in writing to the other to fix the Date for Completion and in this regard making time for Completion essential (**Notice to Complete**).

### 67.4 Reasonable time for notice

It is expressly agreed by the Vendor and the Purchaser that 14 days between (but excluding) the date of service of the Notice to Complete (exclusive) and the Date for Completion as specified in the Notice to Complete (inclusive) will be reasonable and adequate time for the insertion in any notice served by one party on the other requiring Completion even though the period includes days which are not Business Days.

#### **67.5 Withdrawal of notice**

The party that served a Notice to Complete may at any time withdraw the Notice to Complete without prejudice to the continuing right of that party to give any further Notice to Complete.

#### **67.6 Liquidated damages**

If Completion does not take place on or before the Date for Completion (as determined under clause 67.1, and not the Date for Completion under a Notice to Complete) for any reason not solely attributable to the Vendor, then without prejudice to all other remedies of the Vendor, the Purchaser must pay on Completion to the Vendor by way of liquidated damages interest on the balance of the purchase money payable and all other amounts payable under this Contract at the rate of **12%** per annum calculated from the Date for Completion (as determined under clause 67.1, and not the Date for Completion under a Notice to Complete) (exclusive) until the date that Completion actually occurs (inclusive).

#### **67.7 Costs on issue of notice to complete**

In the event the Vendor issues a Notice to Complete to the Purchaser, the Purchaser must pay at Completion the Vendor's legal costs incurred in issuing such Notice to Complete, being \$450.00 plus GST.

#### **67.8 Adjustment date**

Notwithstanding clause 14, the adjustment date under this Contract will be the earlier of the Date for Completion, the date the Purchaser takes possession of the Residential Unit and the actual date of Completion.

#### **67.9 Other payments**

The Purchaser acknowledges and agrees that the following additional payments are payable on Completion (such payments being essential terms of this Contract):

- (a) the sum of \$450.00 plus GST if the Purchaser (or their mortgagee) requires Completion to take place at a venue other than the venue required by the Vendor;
- (b) the sum of \$250.00 plus GST for each postponement of Completion where the Purchaser (or their mortgagee) postpones Completion after arrangements have been made for Completion; and
- (c) the sum of \$250.00 plus GST if the Vendor is required to attend to the swapping of an existing bank guarantee with a new bank guarantee.

#### **67.10 CORD**

If this Contract is to be settled as an electronic transaction:

- (a) the Purchaser must complete any request for CoRD holder consent (or analogues document) (**CORD**) and issue the same to the Vendor no later than 14 days prior to the date for completion;
- (b) if the Purchaser fails to issue a CORD upon the Vendor 14 days prior to the Date for Completion (time being of the essence) the Purchaser must pay to the Vendor on Completion the Vendor's legal costs incurred in attending upon urgent acceleration and/or completion of the CORD, being \$250.00 plus GST; and
- (c) if the Purchaser requests any change to a CORD after issued to the Vendor under this clause 67.10 then the Purchaser must pay to the Vendor on Completion the Vendor's legal costs incurred in attending upon such CORD variation, being \$250.00 plus GST.

#### **67.11 Obligation to make payments on Completion**

It is an essential term of this Contract that where interest is required to be paid to the Vendor (under special condition 67.6 or otherwise) and/or the Purchaser is required to pay additional amounts to the Vendor under this Contract (under clauses 67.7, 67.8, 67.10, 68.8, 69.5, 70.3 or otherwise) that these amounts are paid to the Vendor on Completion. The Purchaser will not be entitled to require the Vendor to complete this Contract unless and until such payments are made.

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## 68. Rates

### 68.1 Land tax adjustment

- (a) The Purchaser may only rely on clause 16.6 if the land tax certificate is served at least 14 days prior to the Date for Completion. This special condition does not apply if the Date for Completion is a date between 1 January and 22 January in any year.
- (b) The parties agree and acknowledge that if **land tax** is to be adjusted at Completion, the amount to be adjusted under clause 14 will be as follows:
  - (i) if a separate assessment has not issued for the Property, **\$3,500.00**; or
  - (ii) if a separate assessment has issued for the Property, the actual land tax paid or payable by the Vendor in the relevant year for the Property.

### 68.2 Council rates adjustment

The parties agree and acknowledge that the amount to be adjusted at Completion between the parties for **council rates** under clause 14 will be as follows:

- (a) if a separate assessment has not been issued for the Property by Council, **\$2,000.00** on annual basis; or
- (b) if a separate assessment has issued for the Property by Council, the amount paid or payable under that assessment on an annual basis.

### 68.3 Water rates adjustment

The parties agree and acknowledge that the amount to be adjusted at Completion between the parties for **water and sewerage rates** under clause 14 will be as follows:

- (a) if a separate assessment has not been issued for the Property by the relevant Authority, **\$300.00** on a quarterly basis; or
- (b) if a separate assessment has issued for the Property by the relevant Authority, the amount paid or payable under that assessment on a quarterly basis.

### 68.4 Vendor payment obligation

Where an adjustment is made at Completion between the parties under this clause 68 on the basis that a separate assessment has not issued by the relevant Authority for the relevant adjustment, the Vendor agrees to:

- (a) pay the land tax charged by the relevant Authority for the Property for the calendar year current as at the Date for Completion;
- (b) pay the council rates charged by Council for the Property for the annual rating period current as at the Date for Completion; and
- (c) pay the water and sewerage rates charged by the relevant Authority for the Property for the quarterly rating period current as at the Date for Completion,

as and when those rates fall due for payment, provided that were the separate assessment notice is issued to the Purchaser (as registered proprietor of the Property) rather than the Vendor, the Purchaser must, within 7 days of receiving the assessment notice, provide such notice to the Vendor for payment. The Vendor will not be liable to pay any penalty payment or interest on the assessed amount where the cause of the penalty payment or interest is a result of the Purchaser delay in providing the assessment notice to the Vendor for payment.

### 68.5 Purchaser payment obligation

The Purchaser is responsible for payment of all rates and charges assessed on the Property for any rating periods commencing after those periods referred to in clause 68.4, or any rates and charges arising after Completion.

### 68.6 No reassessment

The parties agree and acknowledge that there will be no readjustment of the land tax, council rates or water and sewerage rates charge based on the actual amount subsequently assessed or paid.

### **68.7 Adjustment on a unit entitlement basis**

If any amount that is adjustable under this Contract relates partly to the Property and partly to the Development Site other than the Property, the parties must adjust on a unit entitlement basis.

### **68.8 Statement of completion adjustments**

- (a) The Vendor will prepare a statement of completion adjustments in accordance with clauses 14 and 68 and will forward that statement to the Purchaser no later than 7 days prior to the Date for Completion.
- (b) The parties must confirm the statement of completion adjustments provided by the Vendor under clause 68.8(a) no later than 3 days prior to the Date for Completion. In the event that the parties fail to confirm the statement of completion adjustments provided by this time due to no fault of the Vendor, the Purchaser must pay to the Vendor on Completion the Vendor's legal costs incurred in attending upon urgent acceleration and confirmation of the statement of completion adjustments, being \$250.00 plus GST.
- (c) The parties will provide each other all assistance reasonably required to prepare and finalise the statement of completion adjustments.

### **68.9 No merger**

This clause 68 does not merge on Completion.

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## **69. Higher scheme matters**

### **69.1 Acknowledgment of adjustments**

The Vendor discloses and the Purchaser acknowledges it is aware that the Vendor and the Building Management Committee and Owners Corporation will adjust, on a unit entitlement basis, any Normal Expenses of the Building Management Committee or Owners Corporation paid by the Vendor which have not been and will not be reimbursed to the Vendor at or after registration of the Stratum Plan or Strata Plan.

### **69.2 Adjustments**

- (a) The Vendor and the Purchaser must adjust under clause 14 any regular periodic contributions to the administrative fund and the sinking fund of the Building Management Committee, Owners Corporation or Strata Scheme and any regular payment under the Strata Management Statement.
- (b) The Vendor and the Purchaser must adjust under clause 14, on a unit entitlement basis, any Normal Expenses of the Building Management Committee or Owners Corporation paid by the Vendor that have not been paid and will not be reimbursed to the Vendor at or after Completion.

### **69.3 Vendor's liability**

The Vendor is liable for any contribution levied by the Building Management Committee or Owners Corporation other than a contribution referred to in clause 69.2:

- (a) if the contribution is levied before Completion; or
- (b) if the contribution is levied after Completion, to the extent the contribution relates to:
  - (i) money borrowed by the Building Management Committee or Owners Corporation before the date of Completion;
  - (ii) work started by the Building Management Committee or Owners Corporation before the date of Completion; or
  - (iii) an obligation of the Building Management Committee or Owners Corporation to an Authority existing at Completion.

### **69.4 Exclusions**

- (a) Clause 11 does not apply to any work order to which the Building Management Committee or Owners Corporation must comply.



- (b) Clauses 14.8 and 18.4 do not apply to an obligation of the Building Management Committee or Owners Corporation, or to property insurable by it.

## **69.5 Strata information certificates**

- (a) Within 14 days of the Date for Completion, the Purchaser must give the Vendor a notice under section 22 of the Strata Management Act in duplicate addressed to the Building Management Committee and/or Owners Corporation and signed by the Purchaser. The Vendor must complete and sign both copies of the notice submitted and give 1 copy of the notice to the Purchaser on Completion. Subject to clause 69.5(b), each party can sign and give the notice as agent for the other.
- (b) In the event that the Purchaser fails to give the Vendor the required notice under clause 69.5(a) within the 14 day time period and the Vendor subsequently prepares, signs and gives the notice on behalf of the Purchaser, the Purchaser must pay to the Vendor on Completion the Vendor's legal costs incurred in attending to same on an urgent basis, being \$250.00 plus GST.
- (c) To the extent that it is available, the Vendor must give to the Purchaser a certificate under section 184 of the Strata Management Act prior to Completion and the Purchaser must pay the Vendor the prescribed fee for such certificate on Completion (if provided).
- (d) 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 Building Management Committee or Owners Corporation relating to the Strata Management Statement or the Strata Scheme.

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## **70. Ownership package**

### **70.1 Purchaser to notify Vendor**

If the Purchaser has not notified the Vendor's solicitor in writing before the Contract Date whether the Purchaser is acquiring the property for the purpose of investment or for the purpose of owner occupation the Vendor is entitled to assume that the Purchaser acquired the property for the purpose of investment.

### **70.2 Ownership package**

At, or as soon as reasonably practicable after, Completion the Vendor will provide the Purchaser with an ownership package containing available manuals and warranty documents in respect of the Schedule of Finishes.

### **70.3 Depreciation schedule**

- (a) Where the Purchaser purchases the Property for the purpose of investment, the Purchaser may within 6-months from the Contract Date by written notice to the Vendor (time of the essence) request the Vendor provide Depreciation Schedule for the Property, to be provided in accordance with clause 70.3(b).
- (b) The Vendor discloses and the Purchaser acknowledges that where the Purchaser provides valid notice under clause 70.3(a):
  - (i) the Vendor will procure a Depreciation Schedule for the Property;
  - (ii) the Depreciation Schedule will not be prepared by the Vendor but rather an appropriately qualified person engaged by the Vendor;
  - (iii) the cost of the Depreciation Schedule will be \$1,100 (inclusive of GST) which will be adjusted in favour of the Vendor at Completion;
  - (iv) the Depreciation Schedule will not be provided to the Purchaser on or at Completion but will be provided as soon as reasonably practicable after Completion;
  - (v) upon the Purchaser receiving the Depreciation Schedule the Vendor will be deemed to have satisfied its obligations under this clause 70.3 and the Purchaser must not make any Claim or take any Action with respect to this clause 70.3 or the Deprecation Schedule.

- (c) The Vendor does not warrant the accuracy or completeness of the information contained in the Depreciation Schedule or that the Purchaser will be entitled to claim income tax deductions under the *Income Tax Assessment Act 1997* (Cth) for depreciation of any plant or equipment in the Residential Unit or in construction with the cost of the Residential Unit.

#### **70.4 No merger**

Clause 70.3 does not merge on Completion.

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### **71. Encumbrances**

#### **71.1 Encumbrances**

If any Encumbrance to which this sale is not subject is noted on the certificate of title for the Property on Completion, then on Completion:

- (a) the Purchaser must accept a duly executed Discharge which will remove the Encumbrance, together with the applicable registration fee; and
- (b) subject to any obligations as to further assurance which arise, the Vendor is regarded as having given the Purchaser a transfer of the Property free from the Encumbrance when the Vendor gives the Purchaser the Discharge.

#### **71.2 Charges**

The Vendor is not required to remove a charge on the property for any Outgoings at Completion.

#### **71.3 Personal Property Securities Act**

- (a) The Vendor discloses and the Purchaser acknowledges that on Completion the Vendor may be subject to a security interest, charge or notification under the PPSA and that the Vendor will not discharge any such security interest, charge or notification on Completion.
- (b) The Purchaser cannot make any Claim or taken any Action as result of such interests and must effect Completion irrespective of whether such security interest, charge or notification is registered against the Vendor as at Completion.

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### **72. Acceptance**

#### **72.1 Acceptance of Property**

On Completion, the Purchaser:

- (a) accepts title to the Property subject to all matters disclosed or referred to in this Contract;
- (b) accepts, subject to section 52A of the Conveyancing Act, title to the Property subject to any encroachment by or upon the Development Site or the Property and any non-compliance with the *Local Government Act 1993* (NSW) by Improvements on the Development Site or the Property;
- (c) accepts the Property (including, without limit, the Improvements, fixtures and inclusions) in its state of repair existing at Completion;
- (d) must take the Property subject to the Services existing at Completion; and
- (e) must not make any Claim or take any Action by reason of the matters in the preceding paragraphs.

#### **72.2 Contractual covenants**

On and from Completion, the Purchaser acknowledges that it must comply with and observe all of the Purchaser obligations in connection with the conditions imposed by, or requirements of an Authority and such determinations or approvals are final and binding on the Purchaser.



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## 73. GST

### 73.1 Defined terms

Expressions which are not defined in this Contract but which have a defined meaning in the GST Act have the same meaning in this clause 73.

### 73.2 Price inclusive of GST

The price is inclusive of any GST.

### 73.3 Application of Margin Scheme

The Vendor and Purchaser agree to utilise the margin scheme in paying GST in respect of the taxable supply under this Contract.

### 73.4 Undertaking

The Vendor acknowledges and undertakes to the Purchaser that the Vendor must pay all GST which becomes payable in respect of any taxable supply under this Contract.

### 73.5 No input tax credit

The Purchaser acknowledges and agrees that:

- (a) the Purchaser will not be entitled to claim an input tax credit in respect of the GST payable under this Contract; and
- (b) the Vendor is not required to provide the Purchaser a tax invoice.

### 73.6 Calculation of GST

Subject to the requirements of the GST Act, the Purchaser agrees that the Vendor is not liable to disclose the basis or calculation of its GST liability on the supply under this Contract

### 73.7 Changes to GST Act

The Purchaser acknowledges that changes may be made to the GST Act to alter the manner in which the GST payable in respect of the price is paid under this Contract and the Purchaser agrees to comply with all reasonable directions of the Vendor in respect of that payment in accordance with the GST Act provided that the price is not increased as a result of that compliance.

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## 74. GSTRW Obligation

### 74.1 Definitions and interpretation

- (a) In this clause 74:

**ATO** means the Australian Taxation Office.

**Commissioner** has the meaning given to that term in the TAA.

**Form 1** means the "GST property settlement withholding notification" form (or equivalent) prescribed by the Commissioner.

**Form 2** means the "GST property settlement date confirmation" form (or equivalent) prescribed by the Commissioner.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**GSTRW Amount** means the amount which the Purchaser must pay under section 14-250 of the TAA.

**GSTRW** means GST Residential Property Withholding Tax as imposed under the GSTRW Law.

**GSTRW Law** means subdivision 14-E of the TAA.

**TAA** means the *Taxation Administration Act 1953* (Cth).

- (b) Words or expressions used in this clause 70 which are defined in the GST Act or used in Subdivision 14-E of Schedule 1 to the TAA have the same meaning in this clause 70 unless the context requires otherwise.

#### **74.2 Parties to provide information**

The Vendor and the Purchaser agree to provide each other with all information reasonably required by the other party to facilitate a party's compliance with the GSTRW Law.

#### **74.3 Purchaser GSTRW obligations**

If the Purchaser must make a GSTRW payment, the Purchaser must comply with the Purchaser obligations under the GSTRW Law. The Purchaser must also:

- (a) no later than 14 days before Completion:
  - (i) complete and lodge Form 1; and
  - (ii) provide the Vendor's solicitors with a copy of the completed and lodged Form 1;
- (b) no later than 10 days before the Date for Completion provide the Vendor's solicitor the unique lodgement reference number (LRN) and payment reference number (PRN) issued to the Purchaser by the ATO following lodgement of Form 1;
- (c) in the period of time between 2 Business Days before Completion and 1 Business Day after Completion:
  - (i) complete and lodge Form 2; and
  - (ii) provide the Vendor's solicitors with a copy of the completed and lodged Form 2; and
- (d) on Completion:
  - (i) if settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd (PEXA), pay the GSTRW Amount to the Commissioner via PEXA; or
  - (ii) in all other instances, provide the Vendor's solicitor with:
    - (A) a cheque for the GSTRW Amount which must be payable to the Deputy Commissioner of Taxation, be crossed 'not negotiable' and not be post-dated; and
    - (B) a completed payment slip (available from the ATO) which must contain the Purchaser name, the payment date, the unique PRN issued by the ATO to the Purchaser following lodgement of Form 1 and the GSTRW Amount.

#### **74.4 Purchaser acknowledgment**

If clause 74.3(d)(ii) applies, the Purchaser acknowledges and agrees that by entering into this Contract, the Purchaser has authorised the Vendor's solicitor to send the cheque for the GSTRW Amount referred in clause 74.3(d)(ii)(A) to the Commissioner.

#### **74.5 Vendor obligation**

If clause 74.3(d)(ii) applies, the Vendor must ensure that its solicitor delivers the cheque for the GSTRW Amount referred in clause 74.3(d)(ii)(A) to the Commissioner promptly after Completion.

#### **74.6 Purchaser warranty**

The Purchaser warrants that at the time of giving the PRN, LRB and any information under clause 74.2, and at Completion, there are no errors and omissions in relation to that information.

#### **74.7 Penalties and costs**

The Purchaser agrees that it will be responsible for:

- (a) any penalties or interest payable to the Commissioner due to the late payment of the GSTRW Amount, other than where the late payment is caused directly or indirectly by the Vendor or the Vendor's solicitor; and

- (b) any additional Costs (including amounts of GST) that the Vendor may incur as a consequence of the Purchaser not satisfying its obligations under this clause 70 (including the Vendor's solicitor's legal costs on a fully indemnity basis).

#### **74.8 Indemnity**

The Purchaser indemnifies the Vendor in respect of, and charges their interest in the Property in favour of the Vendor as security for:

- (a) any Costs, damages or losses incurred or suffered by the Vendor resulting from any error or omission in relation to the PRN, LRN or information provided by the Purchaser;
- (b) any penalties or interest payable to the Commissioner due to the late payment of the GSTRW Amount, other than where the late payment is caused directly or indirectly by the Vendor or the Vendor's solicitor; and
- (c) any additional Costs (including amounts of GST) that the Vendor may incur as a consequence of the Purchaser not satisfying its obligations under this clause 74 (including the Vendor's solicitor's legal costs on a fully indemnity basis).

#### **74.9 Default**

The Vendor is not required to effect Completion if the Purchaser has not complied with its obligations under this clause 74.

#### **74.10 Difference in payment**

For the avoidance of doubt:

- (a) the GSTRW Amount is to be deducted from the Vendor's entitlement to the consideration for the supply of the Property under this Contract;
- (b) if, as an error in the calculation and payment of the GST Amount:
  - (i) there is an underpayment in the Price to the Vendor, the Purchaser must pay the amount of the shortfall to the Vendor promptly upon the Vendor's written request; or
  - (ii) there is an overpayment of the Price to the Vendor, the Vendor will promptly pay the amount of the overpayment to the Purchaser.

#### **74.11 Essential term**

The Purchaser obligations in this clause 74 are essential terms of this Contract of which time is of the essence.

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### **75. Development Activities**

#### **75.1 Continuation of Development Activities**

The Purchaser acknowledges and is aware that the Development Activities are not completed and that the Vendor proposes, but is not bound, to continue to carry out the Development Activities after the Contract Date and after Completion.

#### **75.2 Minimise disturbance**

The Vendor will use all reasonable endeavours to ensure that any Development Activities carried out by or on behalf of the Vendor after Completion will cause as little inconvenience and disturbance as is reasonably possible.

#### **75.3 After completion**

Other than where this Contract otherwise provides, the Purchaser must not make any Claim or take any Action as a result of any Development Activities, the Vendor's exercise of its rights under this clause 75, or any matter referred to, arising from or connected with (whether directly or indirectly) the Development Activities or this clause 75, which includes making any application to or otherwise approach the Registrar or an Adjudicator or the Tribunal, any Authority, the Building Management Committee or the Owners Corporation or commence any proceedings in court)

because the Development Activities are being carried out or because of the manner in which they are being carried out.

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## 76. Selling and leasing activities

### 76.1 Vendor Selling and Leasing Activities

- (a) Both before and after Completion and until the Vendor completes the sale of all lots within the Development Site, Buildings, Strata Scheme or Development, the Vendor and persons authorised by the Vendor may:
  - (i) conduct selling and leasing activities in and about the Development Site, the Building and the Common Property (but not the Property) (**Selling and Leasing Activities**);
  - (ii) place and maintain in, on and about the Development Site, the Building and the Common Property (but not the Property) signs, offices and other facilities for salespeople in connection with the Selling and Leasing Activities; and
  - (iii) hold any event or function in and about the Development Site, the Building and the Common Property (but not the Property) in connection with the Selling and Leasing Activities.
- (b) In exercising its rights under clause 76.1(a) the Vendor must cause as little interference as is possible to the Purchaser enjoyment and use of the Property.

### 76.2 No Action

The Purchaser must not make any Claim or take any Action as a result of the Selling and Leasing Activities, the Vendor's exercise of its rights under this clause 76, or any matter referred to, arising from or connected with (whether directly or indirectly) the Selling and Leasing Activities or this clause 76.

### 76.3 No merger

This clause 76 will not merge on Completion and will continue in full force and effect until the Vendor has completed the sale of all the lots in the Development Site.

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## 77. Vendor ongoing construction rights

### 77.1 Construction rights after Completion

In carrying out construction on or of the Development, Development Site, Buildings or Strata Scheme, the Vendor is permitted to do all matter reasonably necessary to complete the Development, Development Site, Buildings or Strata Scheme, including without limitation:

- (a) construction considered necessary by the Vendor to establish utility infrastructure and utility Services;
- (b) connection, relocation or otherwise alter existing utility infrastructure;
- (c) interrupt utility infrastructure or Services for periods of time;
- (d) restrict access to parts of the Development Site including any Common Property for safety purposes as a result of the construction activities;
- (e) have reasonable access to the Common Property for carrying out construction works;
- (f) excavation and general construction earthworks and related activities;
- (g) construction of improvements generally; and
- (h) construction of Common Property.

### 77.2 Vendor obligations

In exercising its rights under clause 77.1 the Vendor must:

- (a) comply with all Laws and requirements of any Authority in carrying out the construction activities; and
- (b) make good any damage to the Common Property and the improvements comprising the Strata Scheme caused by the Vendor.

### **77.3 No Action**

The Purchaser must not make any Claim or take any Action as a result of this clause, the Vendor's exercise of its rights under this clause 77, or any matter referred to, arising from or connected with (whether directly or indirectly) clause 77, which includes making any application to or otherwise approach the Registrar or an Adjudicator or the Tribunal, any Authority, the Building Management Committee or the Owners Corporation or commence any proceedings in court) because such construction activities are being carried out or because of the manner in which they are being carried out.

### **77.4 No merger**

This clause 77 does not merge on Completion.

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## **78. Notices**

### **78.1 Written Notice**

Any notice required to be given under this Contract (**Notice**) must be in writing and otherwise comply with this clause 78.

### **78.2 Notices**

A Notice:

- (a) must be signed by a person duly authorised by the sender;
- (b) must be in English;
- (c) must be addressed to the relevant party and be delivered by hand, by prepaid post, by email (in accordance with clause 78.3) or by fax at the address, fax number or email as provided for on the Coverage or in this Contract;
- (d) is taken to be given and made:
  - (i) in the case of hand delivery (by courier or otherwise) when delivered;
  - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
  - (iii) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's fax number; and
  - (iv) if by email, in accordance with clause 78.4.
- (e) If under clause 78.2(d) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 5pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

### **78.3 Notices sent by email**

- (a) A party or their solicitor may serve a Notice by email if:
  - (i) the email includes a signature block specifying the name of the person sending the Notice;
  - (ii) states in the body of the message or the subject field that it is sent as a Notice under this Contract; and
  - (iii) is sent to the email address for that party as provided for on the Coverage or in this Contract (or the updated email address as notified under clause 78.5).

- (b) The recipient of a Notice served under this clause 78.3 must:
  - (i) promptly acknowledge receipt of the Notice; and
  - (ii) keep an electronic copy of the Notice.
- (c) Failure to comply with clause 78.3(b) does not invalidate service of a Notice under this clause.

#### **78.4 Receipt of Notices sent by email**

A Notice sent under clause 78.3 is taken to be given or made on the first occurrence of the following:

- (a) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
- (b) when the Notice enters an information system controlled by the recipient;
- (c) when the Notice is first opened or read by the recipient (which may be evidenced by a 'read receipt'); or
- (d) when the Notice is responded to by the recipient.

If a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 5pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

#### **78.5 Change of address, fax or email**

A party may change its details for services by giving Notice to the other party notice of that change. The onus is on the changing party to notify the other party of the change in service details.

#### **78.6 Multiple parties**

- (a) A Notice may be given by or served on a party's solicitor.
- (b) Any Notice to be given or served on the Guarantor may be served on the Purchaser (or their solicitor) and such service will constitute and is deemed to be good and proper service on the Guarantor.
- (c) Where the Purchaser or Guarantor is comprised of more than one person:
  - (i) service on one of the person's constituting the Purchaser (or that person's solicitor) will constitute and is deemed to be good and proper service on all persons constituting the Purchaser;
  - (ii) service on one of the person's constituting the Guarantor (or that person's solicitor) will constitute and is deemed to be good and proper service on all persons constituting the Purchaser; and
  - (iii) clause 78.6(b) is repeated such that service on any one person constituting the Purchaser (or that person's solicitor) will constitute and deemed to be good and proper service on all persons constituting the Guarantor.

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## **79. General**

### **79.1 Counterparts**

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

### **79.2 Nature of obligations**

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

### **79.3 Entire agreement**

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

### **79.4 No waiver**

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

### **79.5 Non-merger**

A provision of this Contract which has not been complied with and has not been waived or which is intended to operate after Completion does not merge on Completion or in any document under which legal title to the Property passes to the Purchaser.

### **79.6 Further assurance**

Each party must do all things and execute all further documents necessary to give full effect to this Contract.

### **79.7 English**

Any Notice or other communication given under this Contract must be in legible writing and in English.

### **79.8 Statutory powers**

The powers of the Vendor under this Contract are in addition to the powers the Vendor has under applicable Law. To the extent not prohibited by Law, before enforcing this Contract, or exercising any right, power, authority, discretion or remedy, the Vendor is not required to give any notice or allow the expiration of any time to any person.

### **79.9 Severability**

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

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

### **79.10 No variation**

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

### **79.11 Costs**

Each party must pay its own Costs of and incidental to the preparation, negotiation and completion of this Contract.

### **79.12 No adverse construction**

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



### **79.13 Governing law and jurisdiction**

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

### **79.14 Stamp duty**

All stamp duty (including fines and penalties, if any) payable in respect of this Contract or any instrument created in connection with it must be borne by the Purchaser. The Purchaser indemnifies the Vendor on demand for all liability relating to any stamp duty, including any fines and penalties payable.

### **79.15 Australia Consumer Law**

The parties agree that this Contract is not a standard form contract within the meaning of the Australian Consumer Law. If any part of this Contract is deemed to be an unfair term or void for the purpose of the Australian Consumer Law, then that part will be severed from this Contract and all parts which are not deemed to be either or both an unfair term or void for the purpose of the legislation remain in effect.

### **79.16 Onus of proof**

Unless otherwise provided in this Contract, where the Purchaser has a right of rescission as a result of a detrimental effect on the Residential Unit that is substantial, the Purchaser bares the onus of proof in establishing on an objective basis, to the Vendor's reasonable satisfaction, that the effect is detrimental and that it is substantial.

### **79.17 Privacy**

The Purchaser and Guarantor (as applicable) consent to the collection, use and disclosure of the Personal Information of the Purchaser or Guarantor by the Vendor:

- (a) for entering into, administering and completing this Contract and the Development;
- (b) for planning and product development by the Vendor;
- (c) to comply with the Vendor's obligations at Law or to enforce its rights under this Contract;
- (d) to surveyors, engineers and other parties who are engaged by the Vendor to carry out works which affect the Property;
- (e) to service providers engaged by the Vendor in connection with this Contract and its completion, such as legal advisers, financial advisers, market research organisations, agents and delivery companies;
- (f) to any third party who has a right or entitlement to share in the monies paid or payable to the Vendor under this Contract; and
- (g) in other circumstances where the Vendor is legally entitled, obliged or required to do so, including any disclosure which is permitted or authorised under the Privacy Act.

### **79.18 Confidentiality**

- (a) The provisions of this Contract and all information relating to it are confidential and the parties must keep that information confidential.
- (b) Each party must take all necessary precautions to ensure that its employees, advisers and agents comply with clause 79.18(a) and do not make any disclosure without the prior written consent of the other party or otherwise required by Law.
- (c) Despite clauses 79.18(a) and 79.18(b), either party may make any disclosure to its financier, legal and professional adviser if the financier, lawyer or professional advisers and each of their employees, advisers and agents agree to comply with clause 79.18(a) or are otherwise bound by a duty or obligation of confidentiality in favour of the relevant party.



# Index of Schedules

- Schedule 1 – **Layout Plan**
- Schedule 2 – **Schedule of Finishes**
- Schedule 3 – **Draft Stratum Plan**
- Schedule 4 – **Draft Stratum Plan Instrument**
- Schedule 5 – **Draft Strata Management Statement**
- Schedule 6 – **Draft Strata Plan**
- Schedule 7 – **Draft Strata Plan Instrument**
- Schedule 8 – **Draft Strata Plan By-Laws**
- Schedule 9 – **Notations (clause 47.3)**
- Schedule 10 – **Disclosure Statement**
- Schedule 11 – **Vendor Disclosure Documents**

# Schedule 1 – **Layout Plan**

## Schedule 2 – **Schedule of Finishes**

# Schedule 3 – Draft Stratum Plan

EXISTING

(R1) RESTRICTION ON THE USE OF LAND (VIDE DP1132380)

(R2) RESTRICTION ON THE USE OF LAND (VIDE DP1149525)

(R3) RESTRICTION ON THE USE OF LAND (VIDE DP1195110)

(PC) POSITIVE COVENANT (VIDE DP11951101)

CREATED

EASEMENT FOR SERVICES (WHOLE OF THE LOT) (LOTS 1 - 2)

EASEMENT FOR SERVICES (ACCESS) (WHOLE OF THE LOT) (LOTS 1 - 2)

EASEMENT FOR FUTURE SERVICES (WHOLE OF THE LOT) (LOTS 1 - 2)

EASEMENT FOR EMERGENCY EGRESS (WHOLE OF THE LOT) (LOTS 1 - 2)

EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (WHOLE OF THE LOT) (LOTS 1 - 2)

EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF THE LOT) (LOTS 1 - 2)

EASEMENT FOR ACCESS AND USE OF SHARED FACILITIES (WHOLE OF THE LOT) (LOTS 1 - 2)

THIS PLAN IS PREPARED FROM ARCHITECTURAL DRAWINGS BY ARCHITEX:

LOT 16 JORDAN SPRINGS-Sheet - 100 - Basement Level 2 (Block A)

LOT 16 JORDAN SPRINGS-Sheet - 102 - Basement Level 1 (Block A)

LOT 16 JORDAN SPRINGS-Sheet - 200 - Level 1 (Block A)

LOT 16 JORDAN SPRINGS-SHEET - 101 - BASEMENT LEVEL 2 (BLOCK A)

LOT 16 JORDAN SPRINGS-Sheet - 102 - Basement Level 1 (Block B)

LOT 16 JORDAN SPRINGS-Sheet - 300 - Level 1 (Block B)

REV T

REV T

REV O

REV T

REV O

REV Q

- RECEIVED 24.10.19

- RECEIVED 24.10.19

- RECEIVED 15.10.19

- RECEIVED 24.10.19

- RECEIVED 24.10.19

- RECEIVED 15.10.19

LOTS 1 & 2 ARE STRATUM LOTS.  
THESE STRATUM LOTS ARE LIMITED IN DEPTH AND  
HEIGHT AS SHOWN ON PLANS AND SECTIONS

NO BOUNDARY HAS BEEN SURVEYED OR MARKED, ALL  
MAIN EXTERNAL BOUNDARY'S HAVE BEEN COMPILED  
FROM ARCHITECTURAL PLANS ONLY

CRITICAL DESIGN ADJACENT TO OR ON MAIN EXTERNAL  
BOUNDARY'S SHOULD BE CONFIRMED BY A FURTHER  
BOUNDARY SURVEY TO DETERMINE LAND AVAILABLE ,  
AS IT MAY IMPACT ON DESIGN.

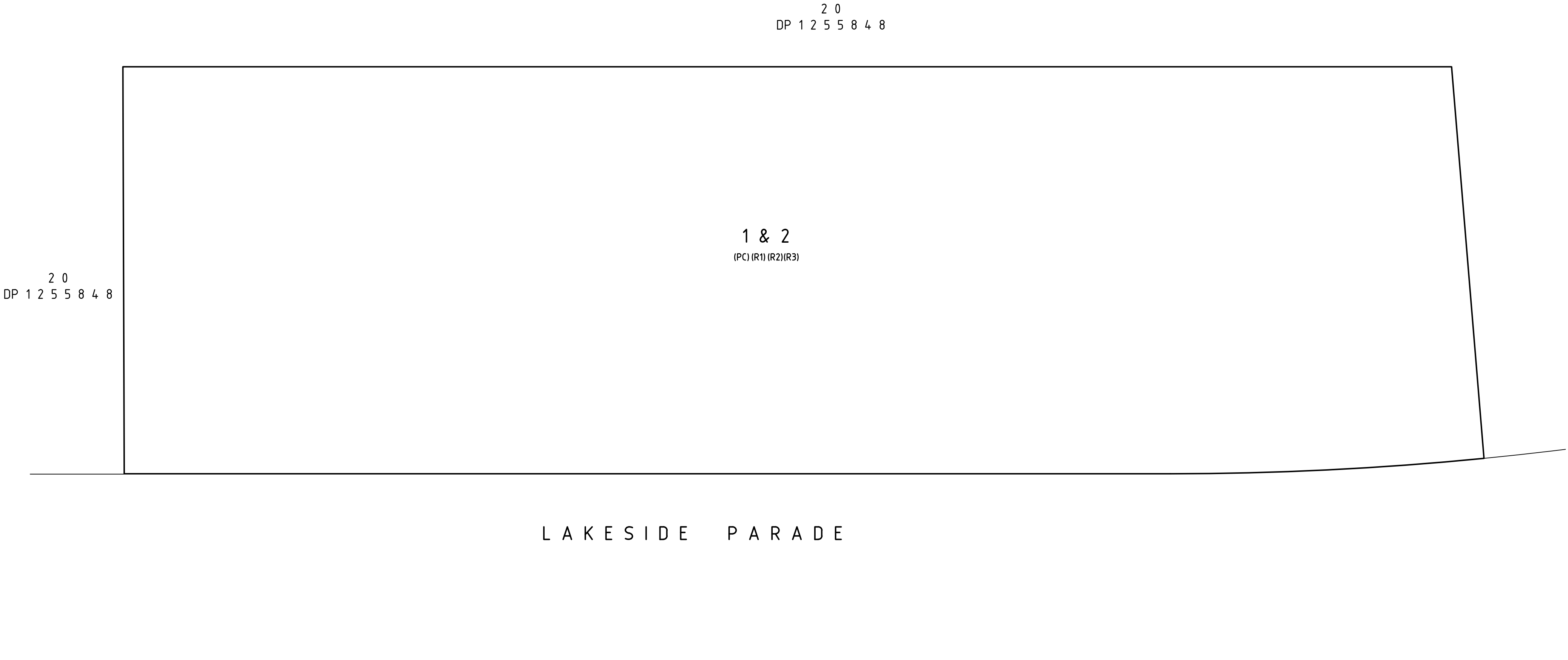
ANY ENCROACHING STRUCTURE ON ADJOINING LAND OR  
NOT APPROVED BY COUNCIL ON PUBLIC LAND WILL  
PREVENT REGISTRATION OF SUBDIVISION.

LOT AREA(S) SHOWN ON THIS PLAN HAVE BEEN  
CALCULATED FROM COMPILED BOUNDARIES AND MAY  
DIFFER TO TITLE DIAGRAM OR BOUNDARY SURVEY.

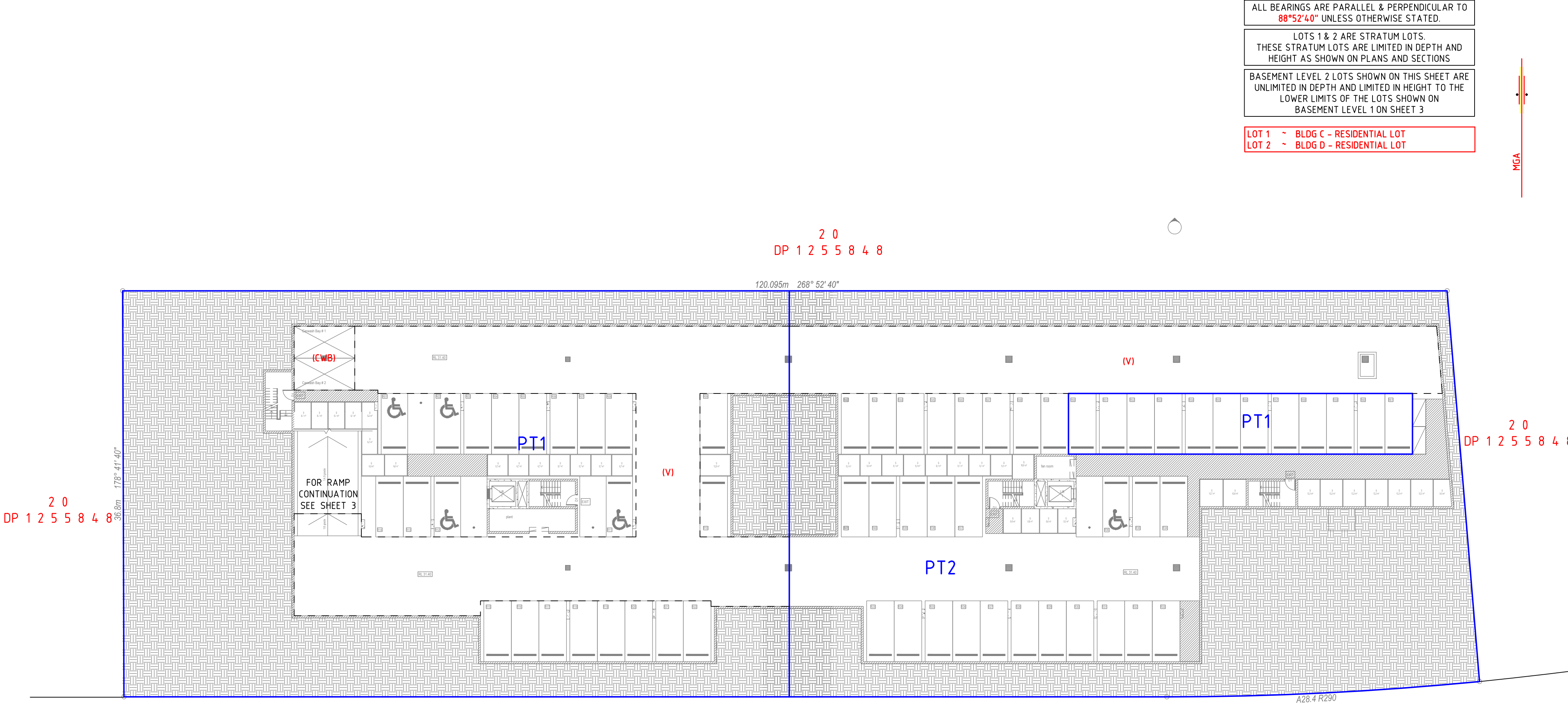
MINOR CHANGES MAY OCCUR DURING CONSTRUCTION.  
DIMENSIONS & AREAS ARE COMPILED & APPROXIMATE  
AND SUBJECT TO FINAL SURVEY. THE PLAN IS A  
DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY  
THE LAND TITLES OFFICE. ALTERATIONS MAY BE  
REQUIRED PRIOR TO ITS ACCEPTANCE AND  
REGISTRATION.

LOT 1 ~ BLDG C - RESIDENTIAL LOT  
LOT 2 ~ BLDG D - RESIDENTIAL LOT

MGA



<div><div>STRATA SURV</div><div>REGISTERED SURVEYORS DEVELOPMENT CONSTRUCTION STRATUM EMAIL: <a href="mailto:ssurveyors@stratasurv.com.au">ssurveyors@stratasurv.com.au</a> Ph: 97127111</div></div>	<div>Surveyor : ANTHONY GUY MITCHELL</div> <div>Date of Survey :20/12/2019</div> <div>Surveyor's Ref : 3853ST01</div>	<div>PLAN OF SUBDIVISION OF LOT 16 IN</div> <div>DP1195110</div>	<div>LGA: PENRITH</div> <div>Locality : JORDAN SPRINGS</div> <div>Subdivision No: ----</div> <div>Lengths are in metres. Reduction Ratio 1:200</div>	<div>Registered</div>	<div>DP</div> <div>DRAFT</div> <div>DP1260330</div>
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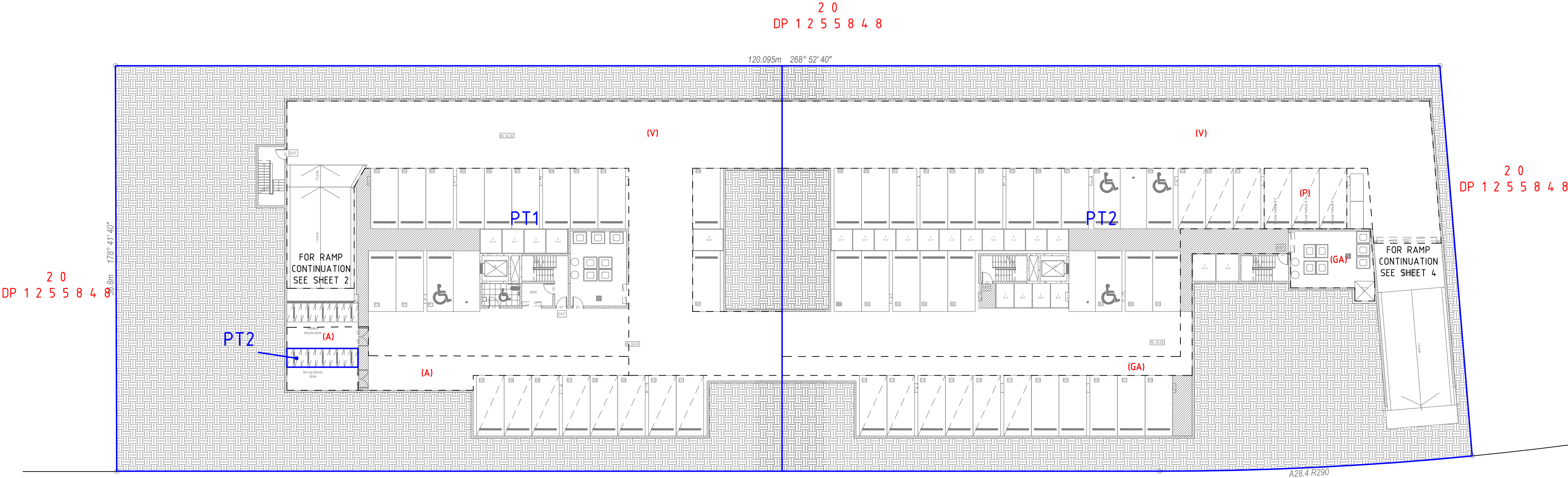
ALL BEARINGS ARE PARALLEL & PERPENDICULAR TO  
dd°mm'ss" UNLESS OTHERWISE STATED.

LOTS 1 & 2 ARE STRATUM LOTS.  
THESE STRATUM LOTS ARE LIMITED IN DEPTH AND  
HEIGHT AS SHOWN ON PLANS AND SECTIONS

BASEMENT LEVEL 1 LOTS SHOWN ON THIS SHEET ARE  
LIMITED IN DEPTH AS SHOWN AND LIMITED IN HEIGHT  
TO THE LOWER LIMITS OF THE LOTS SHOWN ON  
LEVEL 1 & ABOVE ON SHEET 4

LOT 1 ~ BLDG C - RESIDENTIAL LOT  
LOT 2 ~ BLDG D - RESIDENTIAL LOT

MCA



LAKESIDE PARADE

2 BASEMENT LEVEL 1  
SCALE 1:250

CREATED

(A) EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM  
(GA) EASEMENT FOR ACCESS (GARBAGE) VARIABLE WIDTH LIMITED IN STRATUM  
(P) RIGHT TO USE SERVICE VEHICLE PARKING VARIABLE WIDTH LIMITED IN STRATUM  
(V) EASEMENT FOR VEHICULAR ACCESS VARIABLE WIDTH LIMITED IN STRATUM

**STRATA SURV**  
REGISTERED SURVEYORS  
DEVELOPMENT CONSTRUCTION STRATUM  
EMAIL: ssurveyors@stratasurv.com.au  
Ph: 97127111

Surveyor : ANTHONY GUY MITCHELL  
Date of Survey : 20/12/2019  
Surveyor's Ref : 3853ST01

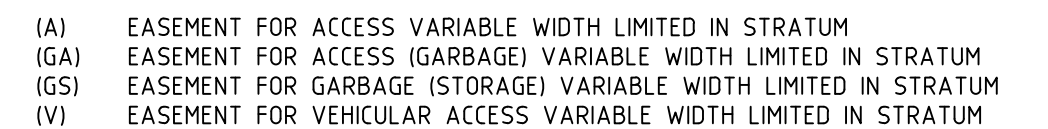
PLAN OF SUBDIVISION OF LOT 16 IN  
DP1195110

LGA: PENRITH  
Locality : JORDAN SPRINGS  
Subdivision No: ----  
Lengths are in metres. Reduction Ratio 1:250

Registered

DP DRAFT  
DP1260330





DRAFT  
DP1260330



# Schedule 4 – Draft Stratum Plan Instrument

PLAN FORM 6 (2019)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)	
Office Use Only		Office Use Only		Office Use Only	
Registered:		<div style="text-align: center;">DRAFT</div> <div style="text-align: center;">DP1260330</div>			
Title System:					
<b>PLAN OF SUBDIVISION OF LOT 16 IN DP1195110</b>		LGA: PENRITH Locality: JORDAN SPRINGS Parish: LONDONDARRY County: CUMBERLAND			
<p style="text-align: center;"><b>Survey Certificate</b></p> <p>I, ANTHONY GUY MITCHELL  of STRATASURV PO BOX 305 FIVE DOCK NSW 2046  a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 20/12/2019</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **  .....)  was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line:  Type: *Urban/*<del>Rural</del>  The terrain is <del>*Level Undulating</del> / <del>*Steep Mountainous</del></p> <p>Signature: ..... Dated: .....  Surveyor Identification No: 127  Surveyor registered under  the Surveying and Spatial Information Act 2002</p> <p><small>*Strike through if inapplicable.  **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</small></p>		<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> <p>I, ..... (Authorised Officer) in  approving this plan certify that all necessary approvals in regard to  the allocation of the land shown herein have been given.</p> <p>Signature: .....  Date: .....  File Number: .....  Office: .....</p>			
		<p style="text-align: center;"><b>Subdivision Certificate</b></p> <p>I, .....  *Authorised Person/*General Manager/*Accredited Certifier, certify that  the provisions of section 6.15 <i>Environmental Planning and Assessment  Act 1979</i> have been satisfied in relation to the proposed subdivision,  new road or reserve set out herein.</p> <p>Signature:.....  Accreditation number: .....  Consent Authority: .....  Date of endorsement: .....  Subdivision Certificate number: .....  File number: .....</p> <p><small>*Strike through if inapplicable.</small></p>			
Plans used in the preparation of survey/compilation. DP1195110		Statements of intention to dedicate public roads, public reserves and drainage reserves.			
SURVEYOR'S REFERENCE: 3853ST01		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

Registered:

Office Use Only

Office Use Only

# **PLAN OF SUBDIVISION OF LOT 16 IN DP1195110**

# **DRAFT** **DP1260330**

Subdivision Certificate No: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

PURSUANT TO SEC 88B OF CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO CREATE:

1. EASEMENT FOR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (A)
2. RIGHT TO USE CAR WASH BAY 5.8 WIDE LIMITED IN STRATUM (CWB)
3. EASEMENT FOR ACCESS (GARBAGE) VARIABLE WIDTH LIMITED IN STRATUM (GA)
4. EASEMENT FOR GARBAGE (STORAGE) VARIABLE WIDTH LIMITED IN STRATUM (GS)
5. RIGHT TO USE SERVICE VEHICLE PARKING VARIABLE WIDTH LIMITED IN STRATUM (P)
6. EASEMENT FOR VEHICULAR ACCESS VARIABLE WIDTH LIMITED IN STRATUM (V)
7. EASEMENT FOR FUTURE SERVICES (WHOLE OF THE LOT)
8. EASEMENT FOR EMERGENCY EGRESS (WHOLE OF THE LOT)
9. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN (WHOLE OF THE LOT)
10. EASEMENT FOR SERVICES (ACCESS) (WHOLE OF THE LOT)
11. EASEMENT FOR SERVICES (WHOLE OF THE LOT)
12. EASEMENT FOR SUPPORT AND SHELTER (WHOLE OF THE LOT)
13. EASEMENT FOR ACCESS AND USE OF SHARED FACILITIES (WHOLE OF THE LOT)
14. RESTRICTION ON USE OF LAND (SEE DA 16/0487 CONDITION 57)
15. POSITIVE COVENANT (SEE DA 16/0487 CONDITION 57)

THIS PLAN IS PREPARED FROM ARCHITECTURAL DRAWINGS BY ARCHITEX:

LOT 16 JORDAN SPRINGS-Sheet - 100 - Basement Level 2 (Block A)	REV T	- RECEIVED 24.10.19
LOT 16 JORDAN SPRINGS-Sheet - 102 - Basement Level 1 (Block A)	REV T	- RECEIVED 24.10.19
LOT 16 JORDAN SPRINGS-Sheet - 200 - Level 1 (Block A)	REV O	- RECEIVED 15.10.19
LOT 16 JORDAN SPRINGS-SHEET - 101 - BASEMENT LEVEL 2 (BLOCK A)	REV T	- RECEIVED 24.10.19
LOT 16 JORDAN SPRINGS-Sheet - 102 - Basement Level 1 (Block B)	REV O	- RECEIVED 24.10.19
LOT 16 JORDAN SPRINGS-Sheet - 300 - Level 1 (Block B)	REV Q	- RECEIVED 15.10.19

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1		LAKESIDE	PARADE	JORDAN SPRINGS
2		LAKESIDE	PARADE	JORDAN SPRINGS

(if space is insufficient use additional annexure sheet)

SURVEYOR'S REFERENCE: 3853ST01

Office Use Only		Office Use Only	
Registered:		<b>DRAFT</b> DP1260330	
<b>PLAN OF SUBDIVISION OF LOT 16 IN DP1195110</b>			
Subdivision Certificate No: .....		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"><li>• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i></li><li>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i></li><li>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i></li><li>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li></ul>	
Date of Endorsement: .....			

SIGNED by 3CO JORDAN SPRINGS NOMINEES PTY LIMITED PTY LTD (ACN: 609 371 388) in accordance with section 127 of the Corporations Act 2001 and in the presence of:

.....  
Sole Director/Secretary

.....  
Director

.....  
Print Name

.....  
Print Name

(if space is insufficient use additional annexure sheet)

SURVEYOR'S REFERENCE: 3853ST01

Office Use Only

Office Use Only

Registered:

**DRAFT**  
DP1260330**PLAN OF** SUBDIVISION OF LOT 16  
IN DP1195110

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: .....

Date of Endorsement: .....

EXECUTED BY NATIONAL AUSTRALIA BANK LIMITED:

*(If space is insufficient use additional annexure sheet )*

SURVEYOR'S REFERENCE: 3853ST01

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 1 of 2 sheets)

**Plan:**

Plan of Subdivision of Lot 16 in Deposited  
Plan 1195110 covered by Subdivision  
Certificate No

**Full Name and Address of the Registered  
Proprietor of the Land:**

3CO JORDAN SPRINGS PTY LTD  
(ACN: 609 368 452)

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Easement for Access Variable Width Limited in Stratum (A) <i>{Allows Blocks A &amp; B access to bike storage &amp; between buildings on level 1}</i>	1 2	2 1
2.	Right to Car Wash bay 5.8 wide limited in Stratum (CWB) <i>{Allows Blocks B the use of the Car wash bay}</i>	1	2
3.	Easement for Access (Garbage) Variable Width Limited in Stratum (GA) <i>{Allows Block A to access for bin buggy or carry garbage to Block B garbage room &amp; holding bay}</i>	2	1
4.	Easement for Garbage (Storage) Variable Width Limited in Stratum (GS) <i>{Allows Block A to storage garbage in Block B garbage room and holding bay/loading area on ground level}</i>	2	1
5.	Right to Use Service Vehicle Parking Variable Width Limited in Stratum (P) <i>{Allows Block A to use service vehicle parking}</i>	2	1
6.	Easement for Vehicular Access Variable Width Limited in Stratum (V) <i>{Allows Blocks A &amp; B the use of the ramps and driveways}</i>	1 2	2 1
7.	Easement for Future Services (Whole of the Lot)	1 2	2 1
8.	Easement for Emergency Egress (Whole of the Lot)	1 2	2 1
9.	Easement to permit encroaching structure to remain (Whole of the Lot)	1 2	2 1

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON THE  
USE OF LAND AND POSITIVE COVENANT INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 2 of 2 sheets)

**Plan:**

Plan of Subdivision of Lot 16 in Deposited  
Plan 1195110 covered by Subdivision  
Certificate No

10.	Easement for Services (Whole of the Lot)	1 2	2 1
11.	Easement for Services (Access) Whole of the Lot)	1 2	2 1
12.	Easement for Support and Shelter (Whole of the Lot)	1 2	2 1
13.	Easement for Access and Use of Shared Facilities (Whole of the Lot)	1 2	2 1
14.	Restriction on the Use of Land {See DA 16/0487 Condition 57}	1,2	Penrith City Council
15.	Positive Covenant {See DA 16/0487 Condition 57}	1,2	Penrith City Council

# Schedule 5 – Draft Strata Management Statement

*[intentionally blank]*



# Schedule 6 – Draft Strata Plan

<b>SP FORM 3.01</b>	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 5 sheet(s)
Office Use Only		Office Use Only
Registered:	DRAFT	
		SP100827
<b>PLAN OF SUBDIVISION OF:</b>  LOT 2 IN DP1260330 (BEING SUBDIVISION OF LOT 16 IN DP1195110)	LGA: PENRITH Locality: JORDAN SPRINGS Parish: LONDONDERRY County: CUMBERLAND	
This is a <del>*FREEHOLD/*LEASEHOLD</del> Strata Scheme		
Address for Service of Documents  76 - 94 LAKESIDE PARADE, JORDAN SPRINGS, N.S.W. 2747  <small>Provide an Australian postal address including a postcode</small>	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 <i>Strata Schemes Management Regulation 2016</i> )  *The strata by-laws lodged with the plan.	
<p style="text-align: center; font-size: small;">Surveyor's Certificate</p> I, <u>ANTHONY GUY MITCHELL</u> of <u>STRATASURV PTY LIMITED</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^..... Signature: _____ Date: _____ Surveyor ID: <u>127</u> Surveyor's Reference: <u>3853SPR02</u> <small>^ insert the deposited plan number or dealing number of the instrument that created the easement</small>	<p style="text-align: center; font-size: small;">Strata Certificate (Accredited Certifier)</p> I, ..... being an Accredited Certifier, accreditation number ....., certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> .  Certificate Reference: ..... Relevant Planning Approval No.: ..... issued by: ..... Signature: ..... Date: ..... <small>^ Insert lot numbers of proposed utility lots.</small>	
<div style="display: flex; justify-content: space-between;"> <span>* Strike through if inapplicable.</span> <span><b>SURVEYOR'S REFERENCE: 3853SPR02</b></span> </div>		

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Office Use Only

Registered:

DRAFT  
SP100827

## VALUER'S CERTIFICATE

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

Signature: ..... Date .....

## PROPOSED SCHEDULE OF UNIT ENTITLEMENT

LOT	ENTITLEMENT	LOT	ENTITLEMENT
1		29	
2		30	
3		31	
4		32	
5		33	
6		34	
7		35	
8		36	
9		37	
10		38	
11		39	
12		40	
13		41	
14		TOTAL	
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
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27			
28			

Office Use Only

Office Use Only

Registered:

**DRAFT**  
SP100827

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

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

Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

## ADDRESS SCHEDULE

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP			LAKESIDE	PARADE	JORDAN SPRINGS
1			LAKESIDE	PARADE	JORDAN SPRINGS
2			LAKESIDE	PARADE	JORDAN SPRINGS
3			LAKESIDE	PARADE	JORDAN SPRINGS
4			LAKESIDE	PARADE	JORDAN SPRINGS
5			LAKESIDE	PARADE	JORDAN SPRINGS
6			LAKESIDE	PARADE	JORDAN SPRINGS
7			LAKESIDE	PARADE	JORDAN SPRINGS
8			LAKESIDE	PARADE	JORDAN SPRINGS
9			LAKESIDE	PARADE	JORDAN SPRINGS
10			LAKESIDE	PARADE	JORDAN SPRINGS
11			LAKESIDE	PARADE	JORDAN SPRINGS
12			LAKESIDE	PARADE	JORDAN SPRINGS
13			LAKESIDE	PARADE	JORDAN SPRINGS
14			LAKESIDE	PARADE	JORDAN SPRINGS
15			LAKESIDE	PARADE	JORDAN SPRINGS
16			LAKESIDE	PARADE	JORDAN SPRINGS
17			LAKESIDE	PARADE	JORDAN SPRINGS
18			LAKESIDE	PARADE	JORDAN SPRINGS
19			LAKESIDE	PARADE	JORDAN SPRINGS
20			LAKESIDE	PARADE	JORDAN SPRINGS
21			LAKESIDE	PARADE	JORDAN SPRINGS
22			LAKESIDE	PARADE	JORDAN SPRINGS
23			LAKESIDE	PARADE	JORDAN SPRINGS
24			LAKESIDE	PARADE	JORDAN SPRINGS
25			LAKESIDE	PARADE	JORDAN SPRINGS
26			LAKESIDE	PARADE	JORDAN SPRINGS
27			LAKESIDE	PARADE	JORDAN SPRINGS
28			LAKESIDE	PARADE	JORDAN SPRINGS
29			LAKESIDE	PARADE	JORDAN SPRINGS
30			LAKESIDE	PARADE	JORDAN SPRINGS
31			LAKESIDE	PARADE	JORDAN SPRINGS
32			LAKESIDE	PARADE	JORDAN SPRINGS
33			LAKESIDE	PARADE	JORDAN SPRINGS
34			LAKESIDE	PARADE	JORDAN SPRINGS
35			LAKESIDE	PARADE	JORDAN SPRINGS

SEE SHEET 4 FOR CONTINUATION

SURVEYOR'S REFERENCE: 3853SPR02

Office Use Only

Office Use Only

Registered:

**DRAFT**  
SP100827

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

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

Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

## ADDRESS SCHEDULE CONTINUED

LOT	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
36			LAKESIDE	PARADE	JORDAN SPRINGS
37			LAKESIDE	PARADE	JORDAN SPRINGS
38			LAKESIDE	PARADE	JORDAN SPRINGS
39			LAKESIDE	PARADE	JORDAN SPRINGS
40			LAKESIDE	PARADE	JORDAN SPRINGS
41			LAKESIDE	PARADE	JORDAN SPRINGS

SIGNED by 3CO JORDAN SPRINGS NOMINEES PTY LIMITED PTY LTD (ACN: 609 368 452) in accordance with section 127 of the Corporations Act 2001 and in the presence of:

.....  
Sole Director/Secretary.....  
Director.....  
Print Name.....  
Print Name

Office Use Only

Office Use Only

Registered:

DRAFT  
SP100827

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

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

Signatures and seals- see section 22 *Strata Schemes Development Act 2015*

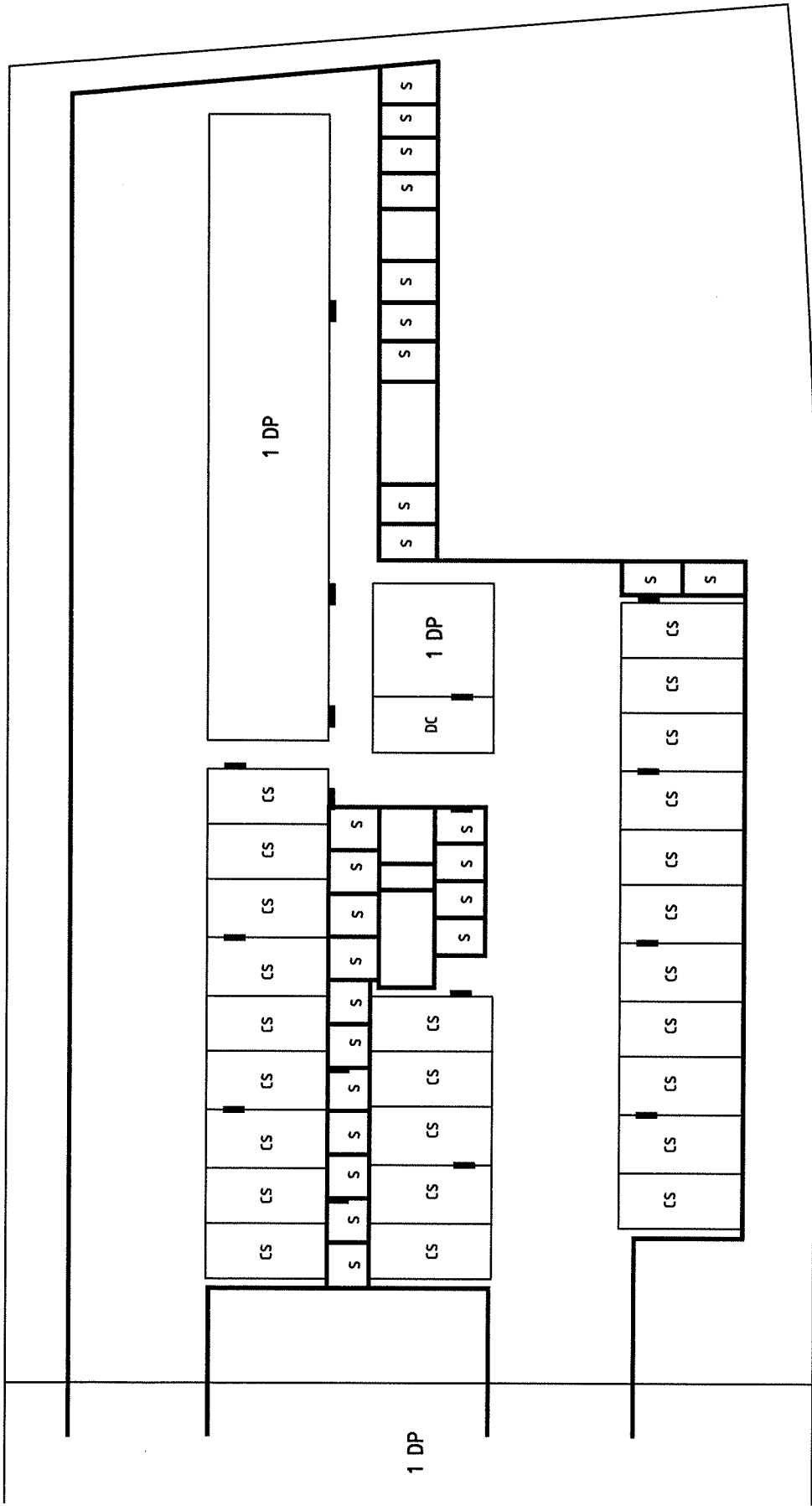
EXECUTED BY NATIONAL AUSTRALIA BANK LIMITED:

This plan was prepared from S4.55 Architectural plans by Architex received 26/02/2020

Basement	Level 1	201	Rev D
Basement	Level 2	203	Rev D
Level	1	305	Rev D
Level	2	306	Rev D
Level	3	307	Rev D
Level	4	308	Rev D
Roof	Level	309	Rev C

2 0

D P 1 2 5 5 8 4 8

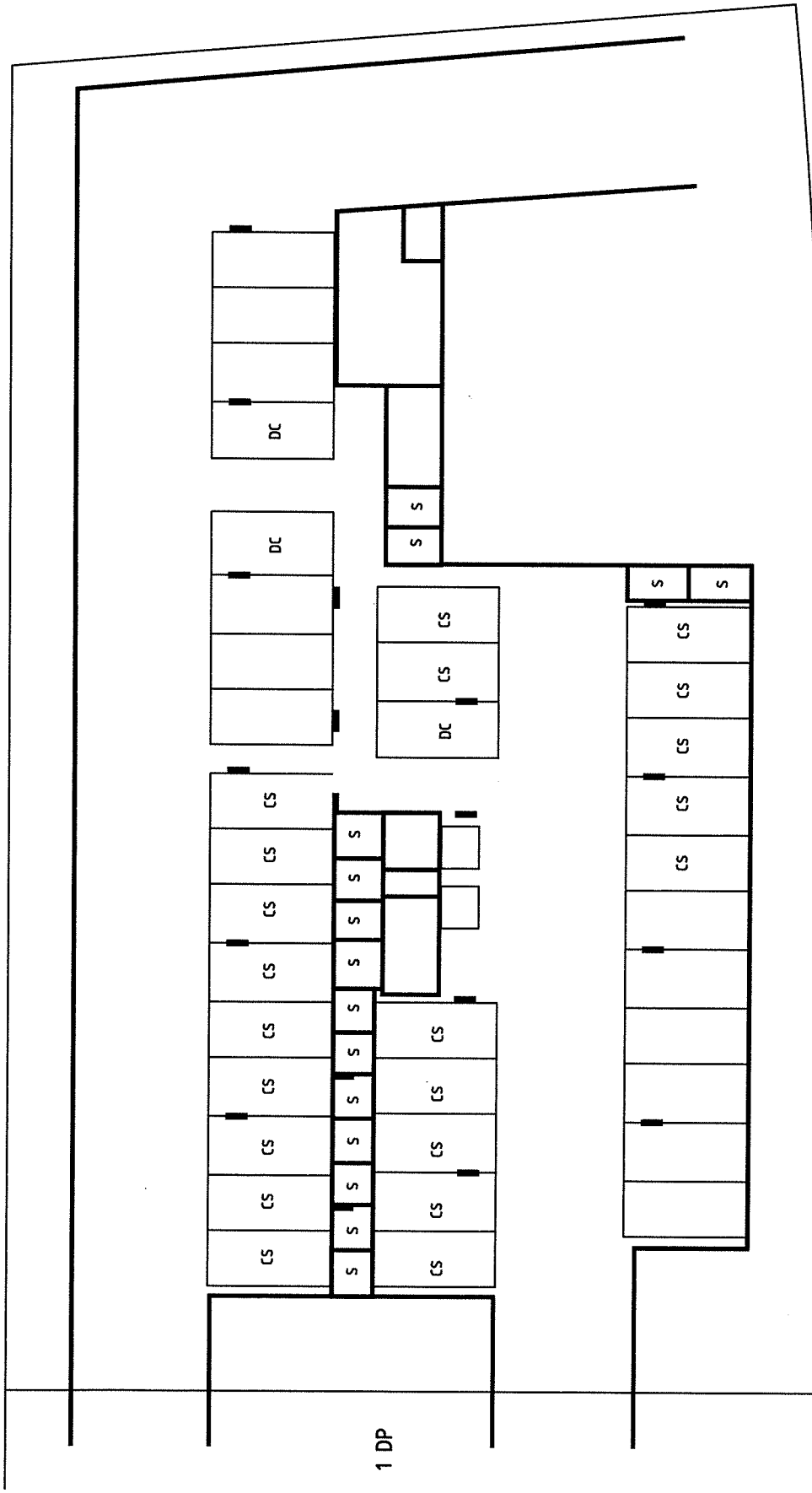


THIS STRATA PLAN IS A SUBDIVISION OF A PROPOSED STRATUM LOT.

FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

20  
D P 1 2 5 5 8 4 8

20  
D P 1 2 5 5 8 4 8



1 DP

LAKESIDE PARADE

MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY THE LAND TITLES OFFICE. ALTERATIONS MAY BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

BASEMENT LEVEL 1 LOCATION PLAN

**LEGEND**  
CS DENOTES CAR SPACE  
DC DENOTES DISABLED CAR SPACE  
DP DENOTES DEPOSITED PLAN NO.  
S DENOTES STORAGE SPACE

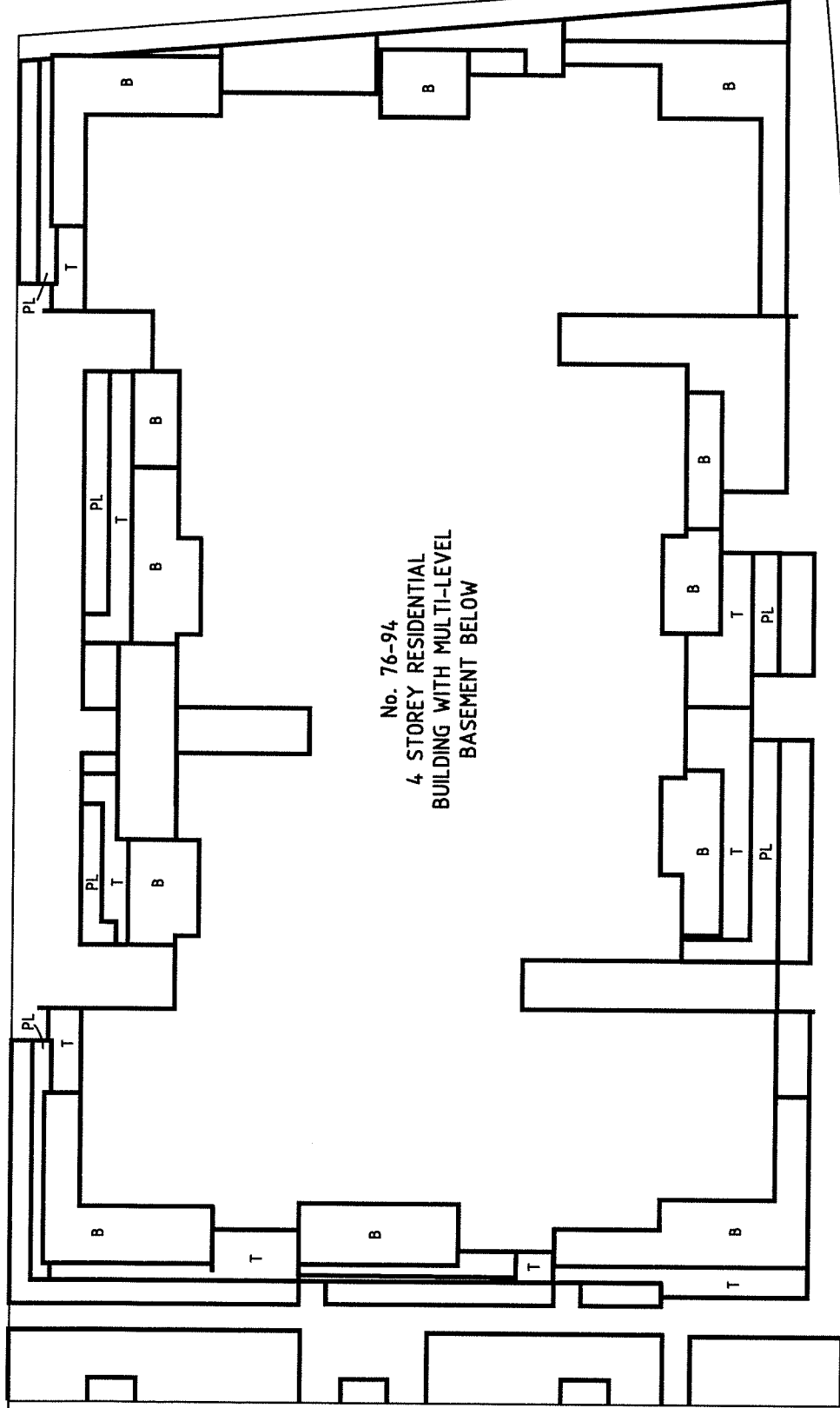
SURVEYOR		STRATA PLAN OF SUBDIVISION OF:		REGISTERED		SP	
Name: ANTHONY GUY MITCHELL		L.G.A: PENRITH		Locality: JORDAN SPRINGS		DRAFT	
Date: 23/12/2019		Reduction Ratio: 1:200		Lengths are in metres		SP100827	
Reference: 3853SPR02		SUBDIVISION OF LOT 16 IN DP1195110)		SURVEYOR'S REFERENCE: 3853SPR02		ISSUE: 02	



THIS STRATA PLAN IS A SUBDIVISION OF A PROPOSED STRATUM LOT.

FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

2 0  
D P 1 2 5 5 8 4 8



2 0  
D P 1 2 5 5 8 4 8

No. 76-94  
4 STOREY RESIDENTIAL  
BUILDING WITH MULTI-LEVEL  
BASEMENT BELOW

MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS ARE  
APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND  
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BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

# LAKESIDE PARADE

## LEVEL 1 & ABOVE LOCATION PLAN

### LEGEND

- B DENOTES BALCONY
- DP DENOTES DEPOSITED PLAN NO.
- PL DENOTES PLANTER
- T DENOTES TERRACE

Surveyor : ANTHONY GUY MITCHELL  
Surveyor's Ref : 3853SPR02  
Subdivision No : ----  
Lengths are in metres. Reduction Ratio 1 : 200

Registered

SP

DRAFT  
SP100827

00	10	20	30	40	50	60	70	80	90	100	110	120	130	140
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SURVEYOR'S REFERENCE: 3853SPR02

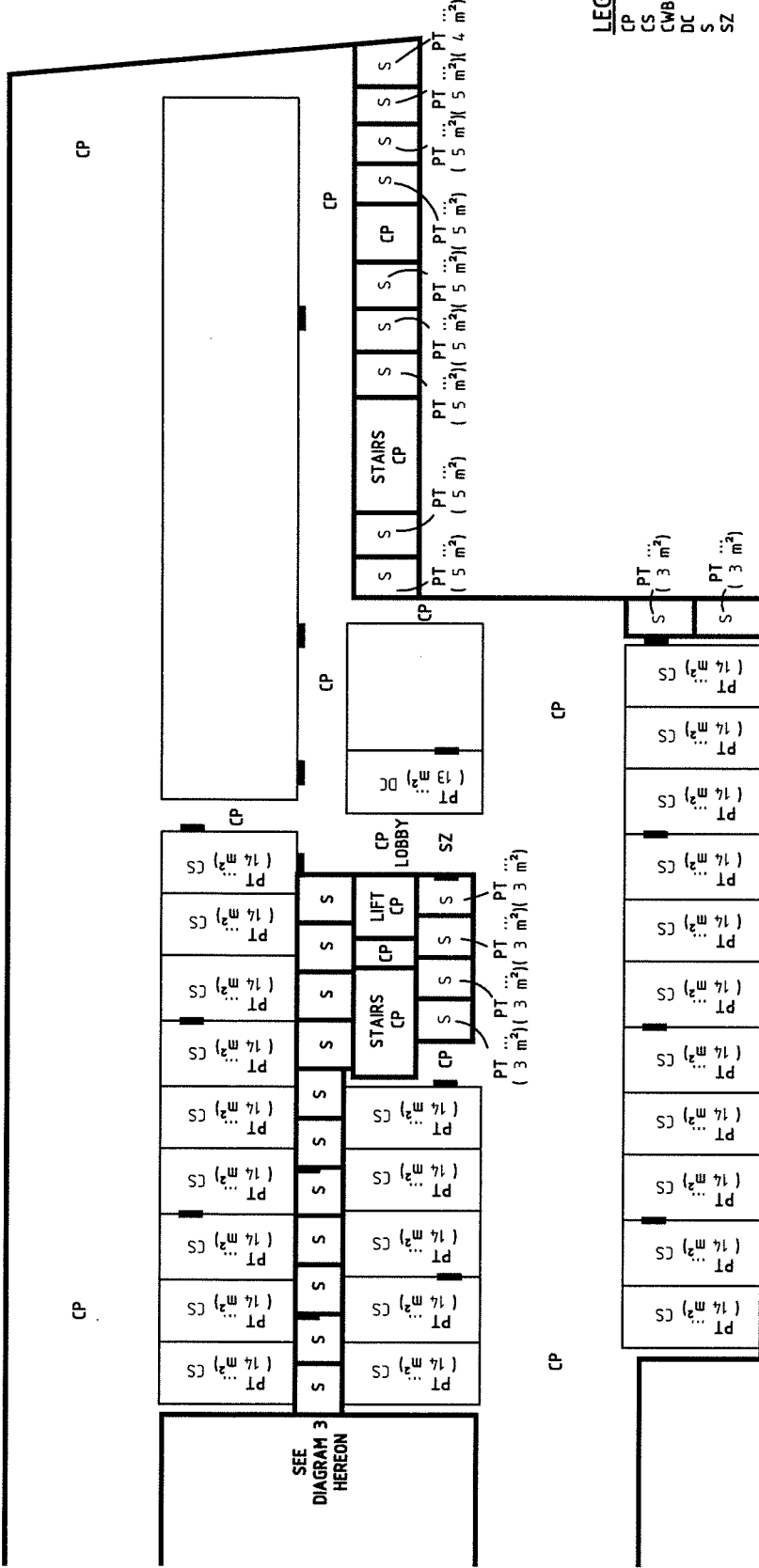
ISSUE: 02

THE DISH DRAIN IS COMMON PROPERTY  
AREAS ARE APPROXIMATE.  
FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN

SYMBOLS

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

- LEGEND
- CP DENOTES COMMON PROPERTY  
CS DENOTES CAR SPACE  
CWB DENOTES CAR WASH BAY (CP)  
DC DENOTES DISABLED CAR SPACE  
S DENOTES STORAGE SPACE  
SZ DENOTES SHARED ZONE



BASEMENT LEVEL 2 FLOOR PLAN

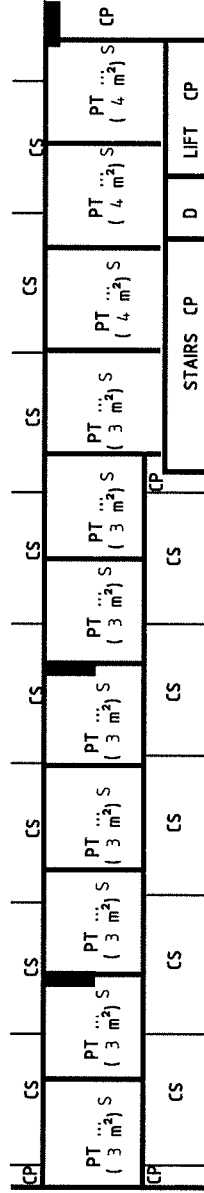


DIAGRAM 3  
SCALE 1:100

MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS ARE  
APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND  
IS NOT CHECKED OR REGISTERED BY THE LAND TITLES OFFICE. ALTERATIONS MAY  
BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

SURVEYOR  
Name: ANTHONY GUY MITCHELL  
Date: 23/12/2019  
Reference: 3853SPR02

STRATA PLAN OF SUBDIVISION OF:  
LOT 2 IN DP1260330 (BEING  
SUBDIVISION OF LOT 16 IN DP1195110)

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

REGISTERED

SP

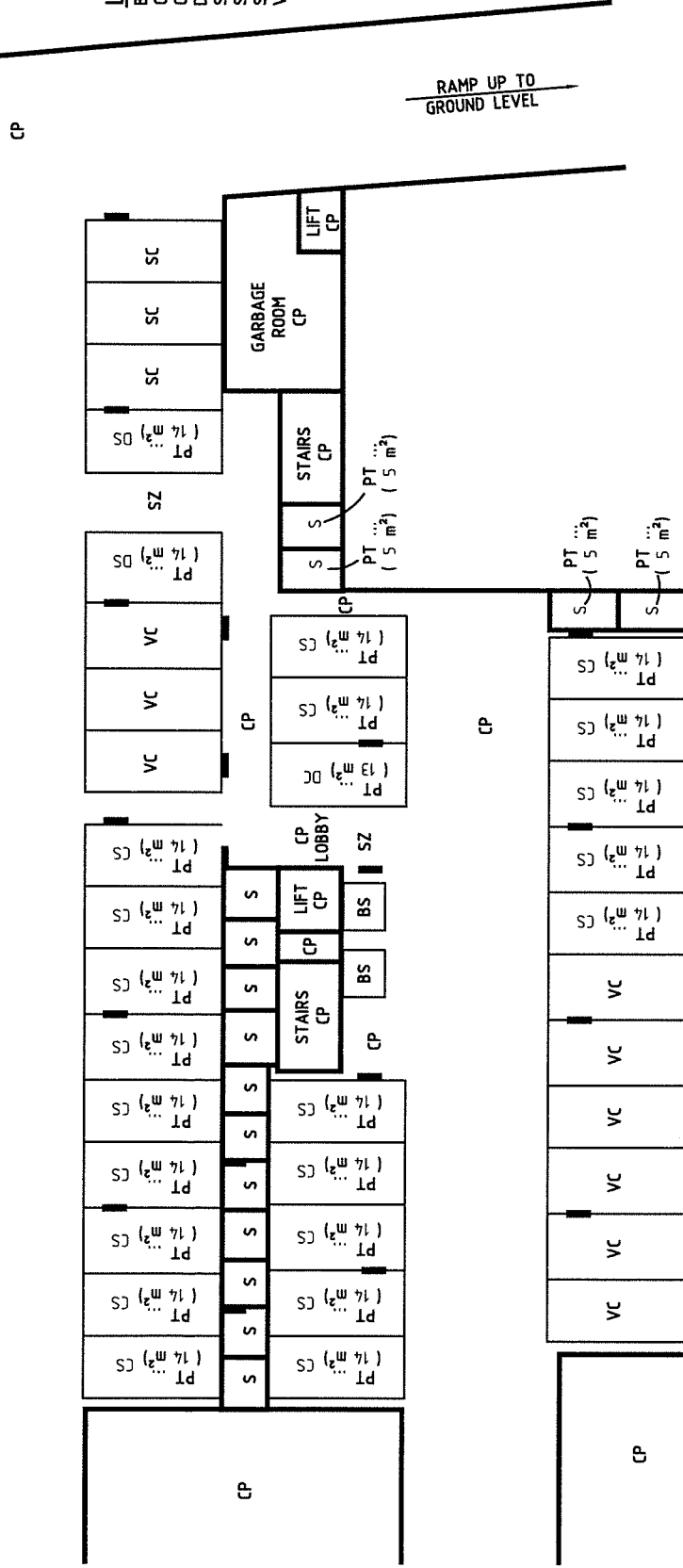
DRAFT  
SP100827

00	10	20	30	40	50	Table of mm	60	70	80	90	100	110	120	130	140
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SURVEYOR'S REFERENCE: 3853SPR02

ISSUE: c2

THE DISH DRAIN IS COMMON PROPERTY  
AREAS ARE APPROXIMATE.  
FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN



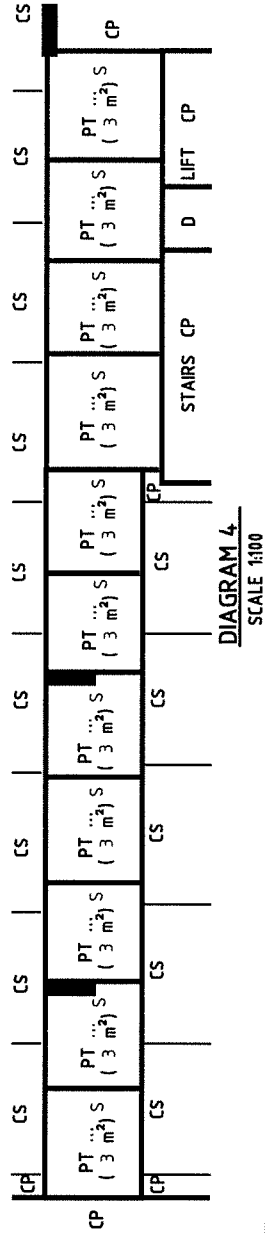
- LEGEND**
- BS DENOTES BICYCLE STORAGE (CP)
  - CP DENOTES COMMON PROPERTY
  - CS DENOTES CAR SPACE
  - DC DENOTES DISABLED CAR SPACE
  - S DENOTES STORAGE SPACE
  - SC DENOTES SERVICE VEHICLE CAR SPACE (CP)
  - SZ DENOTES SHARED ZONE
  - VC DENOTES VISITOR'S CAR SPACE (CP)

**SYMBOLS**

- 90° DENOTES PROLONGATION OF FACE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
- 90° (0.15) DENOTES PROLONGATION OF CENTRELINE OF COLUMN OR WALL UNLESS OTHERWISE SHOWN
- 90° (0.15) DENOTES 90° ANGLE

**BASEMENT LEVEL 1 FLOOR PLAN**

MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY THE LAND TITLES OFFICE. ALTERATIONS MAY BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.



SURVEYOR														STRATA PLAN OF SUBDIVISION OF:														L.G.A: PENRITH														REGISTERED														SP														DRAFT																																																																																																	
Name: ANTHONY GUY MITCHELL														LOT 2 IN DP1260330 (BEING														Locality: JORDAN SPRINGS																																																																																																																																											
Date: 23/12/2019														SUBDIVISION OF LOT 16 IN DP1195110)														Reduction Ratio: 1:200																																																																																																																																											
Reference: 3853SPR02																												Lengths are in metres																																																																																																																																											

FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN  
THE AIR CONDITIONING CABLES, CONDUITS AND



THE STRATUM OF A TERRACE IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THE LOT'S RESPECTIVE TERRACE TILED/PAVED FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY THE LAND TITLES OFFICE. ALTERATIONS MAY BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

## LEVEL 1 FLOOR PLAN

## LEGEND

CP DENOTES COMMON PROPERTY  
G DENOTES GARBAGE CHUTE (CP)  
PL DENOTES PLANTER  
T DENOTES TERRACE

Reference: 3853SPR02

SUBDIVISION OF LOT 16 IN DP1195110)

Lengths are in metres

REGISTERED

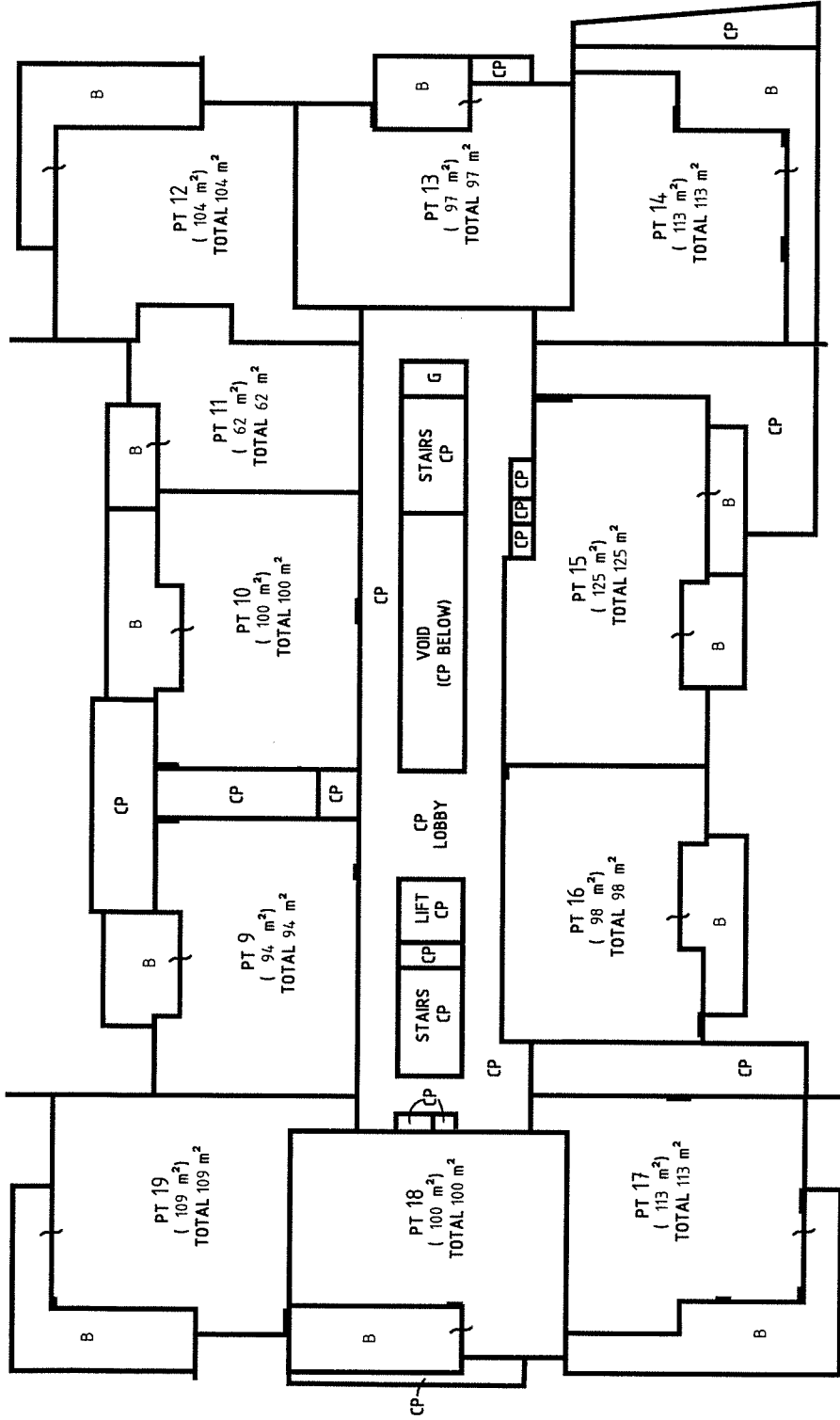
د

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

**SURVEYOR'S REFERENCE: 3853SPR02**

**ISSUE: c2 )**

AREAS ARE APPROXIMATE.  
FOR LEGIBILITY NOT ALL COMMON PROPERTY  
STRUCTURES, DUCTS AND COLUMNS ARE SHOWN  
THE AIR CONDITIONING CABLES, CONDUITS AND SERVICES ARE COMMON PROPERTY.



LEVEL 2 FLOOR PLAN

THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES  
ABOVE THE UPPER SURFACE OF THE LOT'S RESPECTIVE BALCONY  
TILED FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS ARE  
APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND  
IS NOT CHECKED OR REGISTERED BY THE LAND TITLES OFFICE. ALTERATIONS MAY  
BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

LEGEND

- B DENOTES BALCONY
- CP DENOTES COMMON PROPERTY
- G DENOTES GARBAGE CHUTE (CP)

SURVEYOR													STRATA PLAN OF SUBDIVISION OF:													L.G.A: PENRITH													REGISTERED													SP													DRAFT												
Name: ANTHONY GUY MITCHELL													LOT 2 IN DP1260330 (BEING													Locality: JORDAN SPRINGS																																																			
Date: 23/12/2019													SUBDIVISION OF LOT 16 IN DP1195110)													Reduction Ratio: 1:200																																																			
Reference: 3853SPR02																										Lengths are in metres																																																			
00 10 20 30 40 50													Table of mm													90 100 110 120 130 140																																																			





**LEGEND**

B	DENOTES BALCONY
CP	DENOTES COMMON PROPERTY
G	DENOTES GARBAGE CHUTE (CP)

MINOR CHANGES MAY OCCUR DURING CONSTRUCTION. DIMENSIONS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY THE LAND TITLES OFFICE. ALTERATIONS MAY BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

THE STRATUM OF A BALCONY IS LIMITED IN HEIGHT TO 2.3 METRES ABOVE THE UPPER SURFACE OF THE LOT'S RESPECTIVE BALCONY TILED FLOOR SURFACE EXCEPT WHERE COVERED WITHIN THE LIMIT.

SURVEYOR										STRATA PLAN OF SUBDIVISION OF:										L.G.A:		REGISTERED		<div>SP</div> <div>DRAFT</div> <div>SP100827</div>	
Name: ANTHONY GUY MITCHELL										LOT 2 IN DP1260330 (BEING										Locality: JORDAN SPRINGS					
Date: 23/12/2019										SUBDIVISION OF LOT 16 IN DP1195110)										Reduction Ratio: 1:200					
Reference: 3853SPR02																				Lengths are in metres					
10	20	30	40	50	Table of mm					90	100	110	120	130	140	SURVEYOR'S REFERENCE: 3853SPR02					ISSUE: 2				

# Schedule 7 – Draft Strata Plan Instrument

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# Schedule 8 – Draft Strata Plan By-Laws

Approved Form 7

By-Laws

Instrument setting out the terms of by-laws to be created upon registration of the strata plan.

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DRAFT

## BY-LAWS FOR USE OF LOTS AND COMMON PROPERTY

### 1 Definitions and Interpretation

1.1 In these by-laws, unless a contrary intention appears:

- (a) **Act** means the *Strata Schemes Management Act 2015*;
- (b) **Air Conditioning System** means the air conditioning unit and condenser unit servicing any lot (whether on common property or a lot) including all duct work, pipe work, circuitry, electrical and mechanical pipes, wires, cables and ducts associated with that air conditioning unit and condenser unit.
- (c) **building** means that part of the building as defined in the Act comprised in Stratum Lot ###, the subject of these by-laws.
- (d) **Carparking Area** means the area dedicated for vehicle parking in or on the common property on the Strata Plan.
- (e) **Council** means Penrith City Council.
- (f) **Garbage Disposal Area** means the area dedicated for the storage of garbage on the common property on the Strata Plan.
- (g) **Lot** means a lot in the strata scheme.
- (h) **Manager** means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Act and, if no person is for the time being so appointed, the secretary of the Owners Corporation.
- (i) **Owners Corporation** means the Owners Corporation as defined in the Act in respect of the strata scheme for the building.
- (j) **Parcel** means the land contained in Certificate of Title Folio Identifier ###.
- (k) **Plant Room** means any or all of the plant rooms contained in or on the common property and noted as such on the Strata Plan.
- (l) **Security Key** a key (including electronic key or swipe card) or any other security device enabling a Carparking Entitlement Holder access and use of the Carparking Area.
- (m) **Strata Committee** means the Strata Committee as defined in the Act.
- (n) **Strata Plan** means the strata plan registered in respect of the building.
- (o) **strata scheme** means the strata scheme as defined in the Act in respect of the Strata Plan.
- (p) **Management Statement** means the strata management statement relating to the complex known as ### of which the strata scheme is a part of.
- (q) **Stratum Lot** means a lot in the Stratum Plan.
- (r) **Stratum Plan** means the Deposited Plan registered at the Department of Lands subdividing the Parcel into stratum lots.
- (s) **Vendor** means 3CO Jordan Springs Nominees Pty Ltd (ACN 609 371 388).

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

- (a) headings are for convenience only and do not affect the interpretation of the by-laws;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation or body corporate;

- (e) 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;
  - (f) a reference to any thing includes a part of that thing;
  - (g) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute; and
  - (h) a word or words not defined in these by-laws having a definition in the Act shall have that definition.
- 1.3 The provisions of registered memorandum AG520000 are incorporated into these by-laws in full as though they form part of these by-laws.
- 2 Noise**
- An owner or occupier of a lot must not create any noise likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.
- 3 Vehicles etc. on common property**
- 3.1 An owner or occupier of a lot must not park, stand or wash any motor or other vehicle upon any part of the common property except with the approval in writing of the Owners Corporation.
- 3.2 Except with the prior written approval of the Owners Corporation, an owner or occupier must not store any article, good, cupboard, equipment or the like within any car space(s) other than a registered vehicle as defined in the *Road Transport (Vehicle Registration) Act 1997* or associated legislation as amended.
- 4 Obstruction of common property**
- An owner or occupier of a lot must not obstruct lawful use of the common property by any person.
- 5 Damage to planter boxes etc on common property**
- 5.1 An owner or occupier of a lot must not damage any planter box, garden, tree, shrub, plant or flower being part of or situated upon common property.
- 5.2 An owner or occupier of a lot must not, except with the prior written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.
- 6 Compensation for damage to common property**
- 6.1 The owner of a lot shall be liable to compensate the Owners Corporation in respect of any damage to the common property or personal property vested in it caused by such owner, an invitee of such owner, an occupier of that owner's lot or an invitee of such occupier.
- 6.2 The Owners Corporation may undertake any necessary works in order to rectify any damage sustained to common property by any owner, invitee or occupier and recover all costs of and incidental to attending upon any rectification works resulting from damage sustained by an owner, occupier or invitee of an owner or occupier as a debt from the owner of the lot as otherwise specified in by-law 6.1 by way of compensation.
- 6.3 Any amount payable by way of compensation in accordance with this by-law 6 will be added to the owner's levy notice and recoverable as a debt by the Owners Corporation.
- 7 Not to damage common property**
- 7.1 An owner or occupier of a lot must not mark, paint, drive nails or screws of the like into, or otherwise damage or deface any structure that forms part of the common property without the approval in writing of the Owners Corporation.

7.2 An approval given by the Owners Corporation under by-law 7.1 cannot authorise any additions to the common property.

7.3 This by-law does not prevent an owner or person authorised by him from installing:

- (a) any locking or other safety device for protection of his lot against intruders; or
- (b) any device used to affix decorative or other items to the internal surfaces of the walls in the owner's lot;

subject to the locking or safety device or other device as the case may be being installed in the workmanlike manner and subject to its appearance after it has been installed, being in keeping with the appearance of the rest of the building.

7.4 Notwithstanding section 106 of the Act:

- (a) the owner of a lot must maintain and keep in a state of good and serviceable repair any installation referred to in by-law 7.1 that services the lot; and
- (b) repair any damage caused to any part of the common property by the installation or removal of any device installed by the owner referred to in by-law 7.1.

## **8 Deposit rubbish etc. on common property**

8.1 An owner or occupier of a lot must not deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

8.2 An owner or occupier of a lot must keep free of blockage any common property drainage, pipe, duct, structure or similar which solely services the lot up to the point of becoming a joint service to another lot or common property outside the lot.

## **9 Notice of defects, breakages and accidents**

9.1 An owner or occupier of a lot must promptly report to the Owners Corporation any breakages of glass in windows and doors on the boundary of the lot, including so much as is common property.

9.2 An owner or occupier of a lot must, promptly after becoming aware of any defect in the common property or any personal property vested in the Owners Corporation, or of any accident associated therewith, give notice to the Manager or the strata managing agent of the Owners Corporation or, in the absence of them, to the Strata Committee of that defect or accident.

## **10 Storage of flammable liquids**

10.1 An owner or occupier of a lot must not, except with the approval in writing of the Owners Corporation use or store upon his lot or upon the common property any combustible or flammable chemical, liquid or gas or other material. Without limiting the above, all covered/canopy areas within the ground level of the building and all pebbled areas adjacent to any enclosed balcony area throughout the building must not have any combustible or flammable chemical liquid or gas or other material placed in or on such areas.

10.2 This by-law 10 does not apply to chemicals, liquids, gases or other material ordinarily used and intended to be used for domestic purposes only or any chemical, liquid, gas or other material in a motor vehicle or internal combustion engine which is stored appropriately within the Carparking Area.

## **11 Appearance of lot**

11.1 An owner or occupier of a lot must not, without the written approval of the Owners Corporation, maintain within the lot anything visible from outside the lot that viewed from outside the lot is not in keeping with the rest of the building.

11.2 An owner or occupier of a lot must not erect, install or apply any blinds, shutters, window treatments, security devices (including grills and doors) screens or awnings which may be visible from outside the building, any other lot or from the common property without the prior written approval of the Owners Corporation. Unless otherwise approved by the Owners

Corporation, all curtains must have a white backing (to the extent they are in front of the facade glazing).

**12 Not misuse lifts**

An owner or occupier of a lot must not misuse or permit to be misused any lift within or upon the common property and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

**13 Change in use of lot to be notified**

An occupier of a lot must notify the Owners Corporation if the occupier changes the existing use of the lot in any way and must obtain the Strata Committee's consent prior to obtaining any necessary council or other approvals required at law.

**14 No alteration to internal walls or structural features**

An owner or occupier of a lot must not effect any alteration or addition to structural features or the internal configuration of a lot without the prior written approval of the Owners Corporation provided that such approval must not be unreasonably withheld.

**15 Water closets and water apparatuses**

An owner or occupier of a lot must not use any water closet or other water apparatus in the building for any purpose other than the purpose for which it was constructed and must not deposit or throw any sweepings, rubbish, rags, napkins or any other similar article into that apparatus.

**16 Maintenance of air conditioning, ducting etc**

An owner or occupier must at its cost:

- (a) operate, maintain, repair, keep in a state of good and serviceable repair the Air Conditioning System;
- (b) maintain and keep in a state of good and serviceable repair that part of the common property where the Air Conditioning System exclusively servicing the lot is fitted and installed;
- (c) regularly clean and, where necessary, replace any external Air Conditioning System part/s which exclusively services their lot;
- (d) use contractors approved by the Owners Corporation to maintain, repair and replace the Air Conditioning System exclusively servicing the lot; and
- (e) comply with the requirements of any government agency about air conditioning services in particular in relation to the level of noise and emissions of the Air Conditioning System.

**17 Installation of air-conditioning, ducting etc**

The owner or occupier of the lot must not install or replace any Air Conditioning System without the prior written approval of the Owners Corporation.

**18 Vendor right to sell**

18.1 For such time as the Vendor is an owner or have control of a lot in the strata scheme, those companies shall have a special privilege to conduct selling or leasing activities within the parcel, including the common property.

18.2 The Vendor shall (whilst they own or have control of a lot in the strata scheme) have a special privilege to:

- (a) erect upon common property signs advertising the sale of or lease of lots in the strata scheme; and
- (b) to bring third parties onto common property for the purposes of inspection of common property and lots with a view to purchasing or leasing a lot.

## **19 Strata Committee may ensure security**

The Strata Committee may take all reasonable steps to ensure the security of the parcel and buildings from intruders or to preserve its safety from fire or other hazard and including without limitation the power to close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by owners or occupiers of lots to any part of the common property.

## **20 Keys**

If the Owners Corporation in the exercise of any of its powers under these by-laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device:

- (a) the Owners Corporation may make such number of keys or operating devices as it determines available to owners free of charge;
- (b) the Owners Corporation may at its discretion make additional numbers of the keys or devices available to owners on the payment of a reasonable charge as may be determined from time to time by the Strata Committee;
- (c) the owner of a lot to whom any key or any operating system is given under this by-law must:
  - (1) exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot; and
  - (2) must take reasonable precautions to ensure that return of the keys or devices to the owner or the Owners Corporation when the occupier ceases to be an occupier and must include an appropriate covenant to this effect in the lease or licence of a lot to any such occupier; and
- (d) the owner or occupier of a lot into whose possession any key or device referred to in this by-law has come must not duplicate it or cause to be duplicated and must take all reasonable precautions to ensure that the key or device is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

## **21 Not interfere with security and keep fire doors locked**

An owner or occupier of a lot must not do or omit or suffer to be done or omitted any act, matter or thing which may interfere with or impede the security, fire or other safety of the parcel or any part thereof and including without limitation ensure that all fire and security doors and windows (including ancillary apparatus or appliances) are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

## **22 Not interfere with fire fighting equipment**

An owner or occupier of a lot must not use or interfere with any fire hydrant or other fire fighting or fire safety equipment except in case of emergency or otherwise impede access any way to or obstruct any fire stairs, fire escape or any such equipment.

## **23 Fire protection systems, smoke detectors etc**

- 23.1 Each owner and/or occupier (as the case may be) must comply with any legislation or regulations in particular the *Environmental Planning and Assessment Act 1979* in relation to the installation and maintenance of fire protection systems and smoke detectors in their lot.
- 23.2 Each owner and/or occupier (as the case may be) must keep and maintain the fire protection systems and smoke detectors in their lot in good and serviceable repair and repair and replace the fire protection systems and smoke detectors when necessary.



## **24 Signage on common property**

Unless specifically permitted by another by-law of the Owners Corporation, no sign shall be erected or permitted to remain on the common property without prior written approval of the Owners Corporation, other than a sign or signs in place on the date of registration of these by-laws which last mentioned sign or signs shall be entitled to remain so long as the owner of the sign continues to occupy a lot in the strata scheme.

## **25 Movement of goods**

An owner or occupier of a lot is permitted to use for the receipt, delivery or other movement of any goods, wares, merchandise or articles of bulk or quantity only such parts of the parcel as the Owners Corporation may permit from time to time and must use such areas and receive, take delivery or move such goods, ware or merchandise or articles within the parcel in accordance with the rules determined by the Strata Committee.

## **26 Invitees and licensees to comply with by-laws**

26.1 An owner or occupier of a lot which is the subject to a lease or licence agreement must take all reasonable steps to ensure that any lessee or licensee or other occupier of the lot or their invitees comply with the provisions of the by-laws.

26.2 An owner or occupier of a lot must take all reasonable steps to ensure that invitees comply with the provisions of the by-laws and that invitees 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.

## **27 Owners Corporation to provide for management of lots, common property etc. and appoint Manager**

The Owners Corporation, in addition to the powers and authorities conferred upon it, shall have as part of the powers and authorities to provide for the management of the lots and common property and of the building generally the power to appoint any managing agent, enter into any contractual or other arrangement with any person, firm or company (in these by-laws referred to as "the Manager") under which the Manager is responsible for attending to all or any of the day to day management and maintenance aspects of the building and which contractual or other arrangements may provide for any of the following:

- (a) the cleaning, caretaking, security, supervision and service of the common property and any personal property vested in the Owners Corporation and for its general repair and maintenance or renewal and replacement;
- (b) the provision of services to owners or occupiers consistent with use of lots in the scheme as commercial and/or retail premises;
- (c) the supervision of any employees and/or contractors of the Owners Corporation;
- (d) the control and supervision of the common property generally; and
- (e) any other matter that may be considered by the Owners Corporation to be necessary or desirable having regard to the operational management requirements of the Owners Corporation.

## **28 Strata Committee to make rules**

The Strata Committee appointed from time to time shall have power to make rules and regulations about the use of any facility in the parcel in the interests of the safety of the owners and occupiers and general amenity of the strata scheme and the times and manner in which any part of the common property may be used.

## **29 Building rules**

An owner or occupier of a lot and all persons authorised by them must comply with the rules (if any) from time to time promulgated by the Owners Corporation for the orderly management or security of the common property provided that any such rule does not derogate from any rights hereby granted.

**30 Terms of Owners Corporation consents and approvals**

Any consent or approval given by the Owners Corporation pursuant to the by-laws shall, if practicable, be revocable and may be given subject to conditions.

**31 No smoking**

An owner or occupier must not, and must ensure that its invitees do not, smoke on any part of the common property.

**32 Behaviour of owners and occupiers**

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.

**33 Children playing on common property in building**

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.

**34 Drying of laundry items**

An owner or occupier of a lot must not, except with the written approval of the Owners Corporation, hang any washing, towel, bedding, clothing or other article on any part of the Parcel (including the lot) in such a way as to be visible from outside the building other than on any lines provided by the Owners Corporation for the purpose and there only for a reasonable period.

**35 Cleaning windows and doors**

An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property, unless the Owners Corporation resolves that:

- (a) it will keep the glass or specified part of the glass clean; or
- (b) glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

**36 Moving furniture and other objects on or through common property**

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

36.2 An Owners Corporation may resolve that furniture or large objects are to be transported through or on the common property (whether in the building or not) in a specified manner.

36.3 If the Owners Corporation has specified, by resolution, the manner in which furniture or large objects are to be transported, an owner or occupier of a lot must not transport any furniture or large object through or on common property except in accordance with that resolution.

**37 Garbage disposal**

37.1 Subject to all the requirements of Council, each lot owner or occupier must ensure the removal of garbage from the lot on a regular basis.

37.2 Garbage may be stored or disposed of by each lot owner or occupier in the Garbage Disposal Area until disposal.

37.3 The Owners Corporation must devise rules including a garbage removal system for the removal of garbage from the Common Property. The rules, including the garbage removal system, may incorporate or address:

- (a) permitted means and times for disposal;
- (b) disposal routes;

- (c) permitted pick-up areas (if any);
- (d) location of garbage removal;
- (e) storage of garbage;
- (f) containment of garbage;
- (g) regularity of garbage removal;
- (h) segregation of garbage; and
- (i) special garbage requirements,

and may also incorporate or address other matter as determined by the Owners Corporation from time to time.

- 37.4 The Owners Corporation must procure a contractor, which may be but does not need to be a caretaker or manager appointed by the Owners Corporation, to:
- (a) remove or otherwise dispose of all garbage from the Garbage Disposal Area on at least a weekly basis;
  - (b) clean the Garbage Disposal Area on at least a weekly basis; and
  - (c) conduct daily inspections of common property and remove any garbage located therein and store such garbage in the Garbage Disposal Area until disposal.
- 37.5 An owner or occupier of a lot must:
- (a) comply with all requirements of Council concerning the type of garbage which is the subject of disposal;
  - (b) drain and securely wrap all garbage and store garbage in the Garbage Disposal Area until disposal;
  - (c) dispose of recyclable material in recycling bins (if any) in the Garbage Disposal Area;
  - (d) ensure that the owner or occupier does not, in disposing of garbage, adversely affect the health, hygiene, safety or comfort of the owners or occupiers of other lots;
  - (e) comply with the garbage removal rules, including any garbage removal system put in place by the Owners Corporation pursuant to by-law 37.3.
- 37.6 The Owners Corporation must advise each owner of the garbage removal rules and any changes to such rule, including providing details of the garbage removal system.
- 37.7 Each owner must display in its lot at all times a copy of the current garbage removal rules of the Owners Corporation, including details of the garbage removal system.

### **38 Keeping of animals**

- 38.1 Subject to section 139(5) of the Act, an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot other than 1 small dog, 1 small cat, 1 small caged bird or small fish.
- 38.2 An owner or occupier may request the Strata Committee to provide confirmation that a specified animal requested to be kept by that owner or occupier upon their lot is considered by the Strata Committee as complying with this by-law 38.
- 38.3 For the purposes of by-law 38.1, the term "small" means:
- (a) fish which an ordinary person may legally acquire and keep in an aquarium without the need for specialised licensing as a companion animal which is not poisonous or otherwise dangerous to persons;
  - (b) a bird which an ordinary person may legally acquire and keep in a cage without the need for specialised licensing as a companion animal which is not dangerous to any persons but excluding any type of chicken or other fowl;
  - (c) a dog or cat under 12kgs in weight and which, under the terms of the *Companion Animals Act 1998* (NSW), **is not:**

- (1) declared a menacing, dangerous or nuisance dog;
- (2) declared a nuisance cat; or
- (3) a restricted breed.

38.4 If an owner or occupier of a lot keeps an animal as referred to in by-law 38.1 the owner or occupier must:

- (a) notify the Owners Corporation;
- (b) keep the animal within the lot;
- (c) carry the animal when it is on the common property for egress and ingress purposes; and
- (d) take such action as may be necessary to clean all areas of the lot or the common property that are soiled by the animal.

38.5 If an owner or occupier of a lot keeps an animal as referred to in by-law 38.1 and the Strata Committee reasonably determines that such animal is a danger or is causing a nuisance, the Strata Committee may direct that the owner removal such animal.

### **39 Provision of amenities or services**

39.1 The Strata Committee may determine or enter into arrangements for the provision of the following amenities or services to the common property or to the Owners Corporation:

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply; and
- (d) telecommunication services (for example, cable television).

39.2 If the Owners Corporation makes a resolution referred to in by-law 39.1 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.

### **40 Traffic on common property**

40.1 The Strata Committee has the power to:

- (a) impose a speed limit for traffic in common property;
- (b) impose reasonable restrictions on the use of common property driveways and parking areas;
- (c) install speed humps and other traffic control devices in common property; and
- (d) install signs in relation to parking and to control traffic in common property.

40.2 An owner or occupier of a lot must comply at all times with any speed limits, restrictions, parking and traffic signs imposed or installed by the Strata Committee.

40.3 An owner or occupier of a lot must comply at all times with any carparking management plan implemented from time to time by the Strata Committee.

### **41 Access to a lot by the Owners Corporation**

The Owners Corporation may, by its agents, employees or contractors, enter on any part of a lot for the purpose of carrying out work in accordance with section 122 of the Act.

### **42 Landscaping**

The owners and occupiers must ensure that all elements of landscaping (for example planter boxes and plants) which may be visible from outside of the lot:

- (a) are of a high quality and good condition, commensurate with the quality of the strata scheme and in keeping with the appearance of the building;
- (b) are regularly maintained and kept neat and tidy at all times;

- (c) are watered or otherwise maintained in such a way that no water enters another lot or common property and no damage is caused to a lot or common property; and
- (d) do not hang or grow over the boundary of the lot.

#### **43 Restrictions on use of lot**

- 43.1 An occupier or owner of a lot must not (and is not entitled to) use any lot as a brothel or massage parlour or any other use that is prohibited by law.
- 43.2 An 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.
- 43.3 An owner or occupier of a lot must ensure that all items located on any balcony or external area are securely affixed or otherwise secured so as to limit moveability, in particular noting dangers applicable to balconies on higher levels due to wind and other weather events.
- 43.4 An owner or occupier must not permit any item to be thrown or otherwise released from a balcony, whether intentional or unintentional.

#### **44 Restricted areas of common property**

Except as otherwise provided in these by-laws, an owner or occupier of a lot (or their invitees) must not access or enter into the roof of the building or any Plant Room.

#### **45 Right of entry**

An owner or occupier any lot in the strata scheme, upon receiving reasonable notice (except in the case of an emergency), must allow the Owners Corporation or any contractors, sub-contractors, workmen or other person authorised by either of them ("**Authorised Contractor**"), together with a security guard the right of access to their lot for the purpose of supplying services, carrying out works or effecting repairs on the lift, mains, pipes, wires or connections of water, sewerage, drainage, gas, electricity, telephone or other system or service, whether to their lot or to another lot or Common Property or the Carparking Area.

#### **46 Lifts**

- 46.1 The lifts installed in the Strata Scheme must be used only in accordance with the size and weight specifications displayed on lift walls by the manufacturer, and no occupier, owner or visitor to the strata scheme must use lifts contrary to this capacity.
- 46.2 All owners, occupiers and visitors who wish to use lifts to carry large or heavy equipment to any lot must first give reasonable notice and obtain approval from the Owners Corporation and comply with any conditions the Owners Corporation may require, for example, the installing of protective curtaining within the lift.
- 46.3 An owner or occupier of a lot must not misuse or permit to be misused any lift in the strata scheme and must not obstruct or damage the same or otherwise interfere with or impede its normal operation.

#### **47 Insurance premiums**

- 47.1 An owner or occupier of a lot must obtain the written approval of the Owners Corporation to do anything to invalidate, suspend or increase the premium for an Owners Corporation insurance policy.
- 47.2 If the Owners Corporation gives approval under this by-law, it may make conditions that, without limitation, require the reimbursement to the Owners Corporation of any increased premium.

#### **48 Storage**

An owner or occupier of a lot must not use any part of a lot designated for the use of storage to store any flammable substance nor for any purpose that creates a nuisance or harm.

#### **49 Failure to comply with by-laws**

- 49.1 The Owners Corporation may do anything on a lot that an owner or occupier should have done under the by-laws which an owner or occupier has not undertaken or in the opinion of the Owners Corporation has not been done properly.

49.2 The Owners Corporation must give the occupier or owner written notice specifying when it will enter into a lot to do the work. An owner or occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to the lot according to the notice and at the owner or occupier's cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

49.3 The Owners Corporation may recover any money the owner or occupier owes the Owners Corporation under the by-laws as a debt, and this debt may be added to the owner's levy notice.

## **50 Short term leasing**

The owner or occupier of a lot must not lease, licence, sub-lease, sub-licence or grant any other right of occupation for the lot other than a lease which complies with and is subject to the *Residential Tenancies Act 2010*.

## **51 Service of documents**

A document which is otherwise required to be served by the Owners Corporation or Strata Committee or any of their representatives may be served on an owner or occupier of a lot by electronic means provided that the person has given the Owners Corporation or Strata Committee an email address for the service of notices and the document is sent to that address.

## **52 Floor coverings**

52.1 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.

52.2 An owner or occupier of a lot must notify the Owners Corporation no less than 21 days before changing any of the floor coverings or surfaces of a lot. The notice must specify the type of the proposed floor covering or surface which is being replaced and any measures taken by the owner or occupier to reduce or otherwise ensure that by-law 52.1 is complied with.

52.3 This by-law does not affect any requirement under any law to obtain consent, approval or other authorisation which may be required for the changing of the floor covering or surface concerned.

52.4 An owner or occupier must not lay any other type of floor covering or surface other than tiles to floor space comprising a laundry, lavatory or bathroom.

## **53 Lot owners jointly benefitted by easements or other rights**

53.1 Where more than one lot enjoys in common with other lots the benefit of an easement, right or covenant as shown on the Stratum Plan and the extent of the use and benefit between the lots cannot be determined from the Stratum Plan, and any instrument registered in conjunction with the Stratum Plan, then the Strata Committee appointed from time to time may make rules and regulations about the extent of the use and benefit between lots and the owners and occupiers of lots must comply with those rules and regulations at all times.

53.2 The Strata Committee must seek to be as equitable as possible to all the lots referred to in by-law 53.1 having regard to all the circumstances.

## **54 Management Statement**

54.1 If there is an inconsistency with a by-law in the Strata Scheme and the Management Statement the Owners Corporation must amend the by-law to make it consistent with the Management Statement.

54.2 The Owners Corporation and owners or occupiers of lots in the Strata Plan must at all times comply with the Management Statement and a consent from the Owners Corporation or the Strata Committee does not relieve the obtaining of consent under the Management Statement if required.

- 54.3 The Strata Committee may appoint a Representative or Substitute Representative under the Management Statement from a member of the Strata Committee and terminate or appoint a new Representative or Substitute Representative at any time.

## **55 Carparking special privilege rights**

- 55.1 Parts of the Carparking Area are a shared facility under the Management Statement and all access and use of the Carparking Area must be conducted in the manner and subject to the rights, conditions and obligations as set out in the Management Statement and otherwise as set out in these by-laws.
- 55.2 As the Carparking Area is limited to Carparking Entitlement Holders only and used as a shared services amongst them, the Strata Committee may make rules, which may be varied from time to time with notice to owners and occupiers, dealing with how the Carparking Area is to be used provided that if there is any inconsistency between the rules and these by-laws then the by-laws prevail.
- 55.3 A Carparking Entitlement Holder may, and is entitled to, park a motor vehicle on or in the Carparking Area strictly subject to and in accordance with the terms of special privilege by-law 55 and the terms and conditions of the Management Statement and the balance of these by-laws.
- 55.4 Each Carparking Entitlement Holder agrees with the Owners Corporation and the Management Committee to comply with special privilege by-law 55, the balance of these by-laws and the Management Statement and any rules set out by the Strata Committee.
- 55.5 Each Carparking Entitlement Holder indemnifies the Management Committee and the Owners Corporation and each other owner of the Owners Corporation and any other third party for any loss or damage suffered in connection with any wilful or negligent act or omission, non-compliance with by-law 55 by that Carparking Entitlement Holder or by any person using or accessing the Carparking Area through the use of a Security Key issued to that Carparking Entitlement Holder.
- 55.6 Each owner of a lot acknowledges and agrees that the only parties entitled to access into and from the Carparking Area are the Carparking Entitlement Holders (or their permitted occupiers). Each Carparking Entitlement Holder acknowledges and agrees that it is entitled only to the number of Security Keys and access to a car space in the Carparking Area as specified in Schedule 1.
- 55.7 If a Carparking Entitlement Holder seeks to transfer its entitlement conferred upon it by this special privilege by-law 55 they must:
- (a) apply in writing to the Strata Committee and provide:
    - (1) full details of the transferee owner;
    - (2) the date upon which the transfer is to take effect;
    - (3) warrant that the transferee owner has been provided a copy of these by-laws and Management Statement, has read them and agreed to be bound by them in connection with the special privilege entitlement as if the transferee owner is the Carparking Entitlement Holder from the date of the proposed transfer; and
    - (4) provide to the Owners Corporation a written statement from the transferee Owner to the same effect as set out in by-law 55.7(a)(3); and
  - (b) the Carparking Entitlement Holder must pay the reasonable costs of the Owners Corporation in considering any application and (if approved) approving such application and entering into any necessary documentation.
- 55.8 Upon receiving an application in accordance with by-law 55.7, the Strata Committee must do all things reasonably necessary to seek a resolution of the Owners Corporation for determination as soon as practicable and upon the resolution being passed notify the Management Committee of the details of the transferee owner.

55.9 Subject to:

- (a) the transferee owner being an owner in the strata scheme;
- (b) the Carparking Entitlement Holder satisfying all conditions of by-law 55.7; and
- (c) the Carparking Entitlement Holder documenting the transfer by way of Change of By-law which must include an updated Schedule 1 reflecting the change;

the Owners Corporation must not unreasonably withhold or delay a resolution passing the transfer proposed.

55.10 Upon a resolution as set out in by-laws 55.7 to 55.9 inclusive being passed, a Carparking Entitlement Holder may transfer its entitlement conferred upon it by this special privilege by-law 55.

55.11 The owners acknowledge and agree that this by-law 55 is a special privilege by-law and the Owners Corporation must not vary, delete, cancel or otherwise deal with this by-law 55 (other than strictly in accordance with by-law 55.9 and 55.7) other than through unanimous resolution and with the written consent of each Carparking Entitlement Holder.

55.12 Each Carparking Entitlement Holder acknowledges and agrees that this by-law 55 does not confer exclusive use rights to any space in the Carparking Area.

55.13 Each owner acknowledges and agrees that the rights granted under this by-law 55 are not transferrable or assignable other than in accordance with by-laws 55.7 to 55.9 inclusive.



**Schedule 1****Carparking Entitlement Holders**

Lot	Number of security key (car space) entitlements
#	#

DRAFT

# Schedule 9 – Notations (clause 47.3)

## Part 1

- Reservation and conditions in the Crown Grants
- Interests recorded on folio of the Registrar of the Common Property and Strata Plan

## Part 2

- Reservation and conditions in the Crown Grants
- Stratum Plan
- Stratum Plan Instrument
- Strata Management Statement
- Strata Plan
- Strata Plan Instrument
- Strata By-law Instrument

# Schedule 10 – Disclosure Statement

# Disclosure Statement – Off the Plan Contracts

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

<b>VENDOR</b>	3CO Jordan Springs Nominees Pty Ltd (ACN 609 371 388) as trustee for VC4 Unit Trust
<b>PROPERTY</b>	This disclosure statement is issued in respect of the 'land' as identified on the Coverage page of this contract

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

DETAILS					
Completion	The later of: (a) 42 days after the contract date; (b) 21 days after registration of the 'Essential Documents'; and (c) 21 days after service of an 'Occupation Certificate'	Refer to clause(s):	See clauses 67		
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):	See clause 62 and definition of 'Sunset Date'.
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:	See clause 67, 68 and 70		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA16/0487		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Building Certificates Australia Pty Ltd 225 Commonwealth Street, Surry Hills NSW 2010 <a href="http://www.bcaustralia.net">www.bcaustralia.net</a>		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	See clause 61.1		

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 checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/development contract

☒ proposed schedule of finishes

☒ draft strata by-laws

☐ draft strata development contract

☐ draft strata management statement

☐ draft building management statement

# Schedule 11 – Vendor Disclosure Documents

Copies of the following documents attached:

- Title search for certificate of title folio identifier 16/1195110
- Deposited Plan 1195110
- Dealing D431274 – Easement for Drainage
- Dealing K780528 – Easement for Power Line
- Dealing L569620 – Easement for Transmission Line
- Dealing N324748 – Easement for Transmission of Electricity
- Deposited Plan 789196 – Right of Carriageway
- Deposited Plan 1132380 – Restriction on the Use of Land
- Deposited Plan 1149525 – Restriction on the Use of Land
- Deposited Plan 1195110 – Restriction on the Use of Land
- Deposited Plan 1195110 – Positive Covenant
- Planning Certificate pursuant to section 10.7 of the *Environmental Planning and Assessment Act 1979* (NSW)
- Sewer Service Diagram
- Sewer Reference Sheet



FOLIO: 16/1195110

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SEARCH DATE	TIME	EDITION NO	DATE
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11/9/2021	2:51 PM	3	9/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

-----

LOT 16 IN DEPOSITED PLAN 1195110  
AT JORDAN SPRINGS  
LOCAL GOVERNMENT AREA PENRITH  
PARISH OF LONDONDERRY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1195110

FIRST SCHEDULE

-----

3CO JORDAN SPRINGS NOMINEES PTY LIMITED (T AK529876)

SECOND SCHEDULE (10 NOTIFICATIONS)

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1	D431274	EASEMENT FOR DRAINAGE 10.06 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
2	K780528	EASEMENT FOR POWER LINE 9.145 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
3	L569620	EASEMENT FOR TRANSMISSION LINE 4.88 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
4	N324748	EASEMENT FOR TRANSMISSION OF ELECTRICITY 4.85 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
5	DP789196	RIGHT OF CARRIAGEWAY 20.115 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
6	DP1132380	RESTRICTION(S) ON THE USE OF LAND
7	DP1149525	RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
8	DP1195110	RESTRICTION(S) ON THE USE OF LAND
9	DP1195110	POSITIVE COVENANT
10	AK529877	MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

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UNREGISTERED DEALINGS: PP DP1260330 PP SP100826 PP SP100827.

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



MARK	MG/NORTHING	MG/EASTING	CLASS	ORIGIN
SSM 176576	289 302.516	6 265 868.025	C	SCIMS
SSM 176577	289 289.241	6 265 712.012	C	SCIMS
SSM 180140	289 403.589	6 265 888.186	C	SCIMS
SSM 180141	289 595.381	6 265 948.447	C	SCIMS
SSM 180142	289 766.188	6 265 972.845	C	SCIMS
SSM 180120	289 803.408	6 265 980.327	C	SCIMS
SSM 180123	289 797.393	6 265 726.256	C	SCIMS
SSM 180124	289 464.524	6 265 633.241	C	SCIMS
SSM 181203	289 464.524	6 265 597.435	C	SCIMS
SSM 181234	289 289.117	6 265 582.036	C	SCIMS
SSM 181249	289 633.672	6 265 645.567	C	SCIMS
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SSM 181203	289 464.524	6 265 597.435	C	SCIMS
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SSM 181249	289 633.672	6 265 645.567	C	SCIMS
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LINE	BEARING	DISTANCE	ARC	RADIUS
1	266°04'15"	28.39	28.4	290
2	259°30'55"	37.93	37.955	290
3	252°50'50"	76.995	27.01	257
4	252°48'05"	30.735	30.01	290
5	73°21'35"	38.17	38.105	316
6	80°31'50"	45.045	65.09	516
7	83°12'35"	38.7	38.74	240.7
8	89°16'45"	19.875	19.88	390.7
9	107°47'55"	31.065	31.225	89.2
10	107°47'55"	27.11	27.115	46.2
11	107°47'55"	20.035	20.42	30.2
12	107°47'55"	23.34	25.926	16.5
13	107°47'55"	23.34	25.926	16.5
14	107°47'55"	23.34	25.926	16.5
15	107°47'55"	23.34	25.926	16.5
16	107°47'55"	23.34	25.926	16.5
17	107°47'55"	23.34	25.926	16.5
18	107°47'55"	23.34	25.926	16.5
19	107°47'55"	23.34	25.926	16.5
20	107°47'55"	23.34	25.926	16.5
21	107°47'55"	23.34	25.926	16.5
22	107°47'55"	23.34	25.926	16.5
23	107°47'55"	23.34	25.926	16.5
24	107°47'55"	23.34	25.926	16.5
25	107°47'55"	23.34	25.926	16.5
26	107°47'55"	23.34	25.926	16.5
27	107°47'55"	23.34	25.926	16.5
28	107°47'55"	23.34	25.926	16.5
29	107°47'55"	23.34	25.926	16.5
30	107°47'55"	23.34	25.926	16.5
31	107°47'55"	23.34	25.926	16.5

SCHEDULE OF CURVED BOUNDARIES

COMBINED SCALE FACTOR = 1.0001365

SOURCE: MGA CO-ORDINATES AND SCALE FACTOR ADOPTED FROM SCIMS ON 03.03.2014

PLAN 195110

DATE OF SURVEY: 12.5.2014

SURVEYOR: PAUL ANTHONY HOMANN

DATE OF SUBDIVISION OF LOT 1 IN DP 1179653

LOCALITY: JORDAN SPRINGS

REGISTERED: 4.5.2015

DP1195110

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DIAGRAM 'A'  
NOT TO SCALE

DP. 1176163

— RMSSM180140 FD  
(EST)  
CULLEN AVENUE  
(12)

CHARLOTTE ST  
(15.6 & VAR. WIDTH)  
(15.6 & VAR. WIDTH)

CARIBBEAN PROMENADE  
(VARIABLE WIDTH)

PT. 4

DP.1171575

107m<sup>2</sup>

1120  
DP.1172934

PARADE

SSM176577FD  
(EST)

JORDAN  
SPRINGS  
BLVD

LAKESTIDE

LAKESTIDE

4460m<sup>2</sup>

16

PARADE

RMSSM181233 FD (ESTD)

2712955-21.55

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PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  4.5.2015  
 Title System: TORRENS  
 Purpose: SUBDIVISION

Office Use Only



Use Only

DP1195110 S

PLAN OF SUBDIVISION OF  
 LOT 1 IN D.P. 1179653

LGA: PENRITH  
 Locality: JORDAN SPRINGS  
 Parish: LONDONDERRY  
 County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Survey Certificate

I, PAUL ANTHONY HOMANN

of RPS AAP P/L DX 288 SYDNEY

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

\*(a) The land shown in the plan was surveyed in accordance with the  
*Surveying and Spatial Information Regulation 2012*, is accurate  
 and the survey was completed on 12th MAY 2014 .....

\*(b) The part of the land shown in the plan (\*being/\*excluding ^.....)

was surveyed in accordance with the *Surveying and Spatial  
 Information Regulation 2012*, is accurate and the survey was  
 completed on ..... the part not surveyed was compiled  
 in accordance with that Regulation.

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

Signature: Paul Homann Dated: 12-5-2014

Surveyor ID: 1314

Datum Line: "X"-"Y" .....

Type: \*Urban/\*Rural

The terrain is \*Level-Undulating / \*Steep Mountainous.

\*Strike through if inapplicable.

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

Subdivision Certificate

SC15/2017

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

Signature: Peter Wood

Accreditation number: .....

Consent Authority: PENRITH CITY COUNCIL

Date of endorsement: 9/3/15

Subdivision Certificate number: 017/15

File number: DA 13/14 12

\*Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and  
 drainage reserves.

Plans used in the preparation of survey/compilation:

DP 1155647

DP 1168989

DP 1179653

DP 1171575

DP 1179646

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference: D646-DP34

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:



4.5.2015

Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF  
LOT 1 IN D.P. 1179653

DP1195110

Subdivision Certificate number: 017/15

Date of Endorsement: 9/3/15

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

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

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

1. RESTRICTION ON THE USE OF LAND
2. POSITIVE COVENANT

'Street addresses of all lots are not available'

Signed by St Marys  
Land Limited ABN  
32 088 278 602



sign

Director

office (director or ~~secretary~~)

JOHN DAVID CLARK

full name

sign

Secretary

office (director or secretary)

Nancy Hing Kuan Young

full name

Surveyor's Reference: D646-DP34

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 5 sheets)



**DP1195110 B**

Plan of Subdivision of Lot 1 in DP1179653  
covered by Subdivision Certificate

No ..... 017 ..... of ..... 2015 .....

Full name and address of the owner of the  
land:

St Marys Land Limited  
ABN 32 088 278 602  
Level 4, 30 The Bond  
30 Hickson Road  
Millers Point NSW 2000

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on the Use of Land	14 to 17 inclusive	Every other lot
2.	Positive Covenant	14 to 17 inclusive	Penrith City Council

**PART 2 (Terms)**

**1. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED ONE IN THE  
PLAN**

- (a) No building shall be constructed on the Burdened Lot, and the Owner shall not make application to Council for a development consent to approve a building to be constructed on the Burdened Lot, unless the building and ancillary landscaping and fencing complies with the Jordan Springs Design Guidelines which St Marys Land Limited (**SML**) requires to apply to the Land from time to time.
- (b) The owner must not do any of the following unless and until the Owner obtains the prior written approval of SML:
  - (i) Erect any building or structure

Authorised Officer  
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 5 sheets)

**DP1195110**

Plan of Subdivision of Lot 1 in DP1179653  
covered by Subdivision Certificate

No .....017.....of.....2015.....

- (ii) Carry out any siteworks (including fencing, excavation, filling or retaining walls)
- (iii) Erect a fence or wall
- (iv) Erect an external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building, or
- (v) Erect or place any external floodlights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure.

SML will not unreasonably or capriciously refuse or withhold any such approval. A refusal shall not be or be deemed unreasonable or capricious if an expert in the field as nominated by both parties shall have certified that the proposed works:

- (a) do not comply with the Jordan Springs Design Guidelines
  - (b) do not conform with the general standards of design and planning of the Development, or
  - (c) are undesirable by reason of the effect they would have upon the Development, appearance, health or amenity of the Development or any part of it.
- (c) (i) The Owner (other than whilst SML shall be the owner) shall not lease or transfer the Burdened Lot before 31 December 2025 unless a dwelling approved by SML in accordance with paragraph 1(a) has been completed upon the Burdened Lot, and
- (ii) Paragraph 1(c)(i) shall not apply in the case of a transfer of the Burdened Lot from the executor of the will or the administrator of the estate of the Owner to a person entitled to the Burdened Lot under the will or upon the intestacy of the Owner,

**PROVIDED ALWAYS THAT** SML may from time to time in its absolute discretion by written instrument modify, waive or release any of these restrictions on the use of land in respect of the Burdened Lot.

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 5 sheets)

**DP1195110**

Plan of Subdivision of Lot 1 in DP1179653  
covered by Subdivision Certificate

No .....017.....of.....2015.....

- (e) These restrictions on the use of the land shall expire and have no further force or effect upon the Sunset Date.

**2. TERMS OF POSITIVE COVENANT NUMBERED TWO IN THE PLAN**

All Burdened Lots must have landscaping and vegetative fuels managed in accordance with an Inner Protection Area (IPA) standard as outlined within section 4.1.3 and Appendix 5 of 'Planning for Bushfire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY RESTRICTION  
NUMBERED ONE IN THE PLAN**

St Marys Land Limited

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY POSITIVE  
COVENANT NUMBERED TWO IN THE PLAN**

Penrith City Council

**DEFINITIONS & INTERPRETATION**

1. In this instrument:
- (a) unless repugnant to the context words importing any particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa, and
  - (b) if there shall be more than one person responsible hereunder as the Owner the liability of all such persons shall be both joint and several.
2. In this instrument, the following words shall have the meanings given:
- "Benefited Lot"** means any lot which has the benefit of an easement or restriction on the use of land created by the Plan.
- "Burdened Lot"** means any lot burdened by a restriction on the use of land, positive covenant or an easement created by the Plan and includes:
- (i) each and every part of a Burdened Lot, and

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 4 of 5 sheets)

**DP1195110**

Plan of Subdivision of Lot 1 in DP1179653  
covered by Subdivision Certificate

No 017 of 2015

- (ii) each and every lot created hereafter pursuant to each and every subdivision of the Burdened Lot or any part thereof.

**"Plan"** means the plan of subdivision to which this instrument relates.

**"Jordan Springs Design Guidelines"** means the design guidelines which regulate all building and ancillary landscaping work within the Land as may be varied from time to time.

**"SML"** means St Marys Land Limited ABN 32 088 278 602 the registered proprietor of the land and includes its successor, permitted assigns, any attorney, delegate or appointees of St Marys Land Limited.

**"Sunset Date"** means the first to occur of:

- (i) 31 December 2025, and
- (ii) two years after the date an occupancy certificate is issued to the Owner of a dwelling approved by SML to be erected within the Development upon the last remaining lot in the Development such that there are then no further vacant lots in the Development (excluding any lot upon which no dwelling is permitted to be erected).

**"Council"** means Penrith City Council.



Authorised Officer  
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 5 of 5 sheets)

**DP1195110**

Plan of Subdivision of Lot 1 in DP1179653  
covered by Subdivision Certificate

No .....017.....of.....2015.....


Signed by **St Marys  
Land Limited** ABN  
32 088 278 602



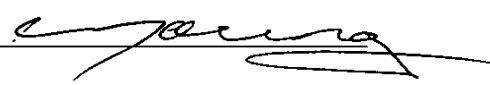
  
\_\_\_\_\_

**Director**

office (director or ~~secretary~~)

  
\_\_\_\_\_

full name

  
\_\_\_\_\_

**Secretary**

office (~~director~~ or secretary)

**Nancy Hing Kuan Young**  
\_\_\_\_\_


full name

REGISTERED



4.5.2015

D646-lake lots

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council



D431274

[Extract from *Commonwealth of Australia Gazette*, No. 130,  
dated 5th July, 1945.]

COMMONWEALTH OF AUSTRALIA.

The Lands Acquisition Act 1906-1936.

NOTIFICATION OF THE ACQUISITION OF EASEMENTS  
BY THE COMMONWEALTH.

It is hereby notified and declared by the Deputy of His Royal Highness the Governor-General acting with the advice of the Federal Executive Council that the right for the Commonwealth of Australia its successors and assigns and the owners and occupiers for the time being of Commonwealth property acquired by notification in the *Commonwealth of Australia Gazette* No. 266 dated 18th December, 1941 and No. 183 dated 2nd July, 1942, and as appurtenant thereto to pass discharge and conduct all surface percolating and other drainage waters by means of open or covered drains or line or lines of pipes through over and along the land firstly hereunder described together with the right to discharge drain off and cause or permit to fall or flow all such drainage waters from the northwestern end of the land firstly hereunder described through over and along the land secondly hereunder described to South Creek and together with the right to enter into the land firstly hereunder described by its workmen servants and others for the purpose of excavating constructing laying cleansing amending or repairing such open or covered drains or line or lines of pipes has been acquired by the Commonwealth under the *Lands Acquisition Act 1906-1936* for the following public purpose, namely: Purposes of the Commonwealth at St. Mary's New South Wales.—(C.L.10215.)

Dated this twenty-eighth day of June, One thousand nine hundred and forty-five.

W. DUGAN

Deputy of the Governor-General.

By His Excellency's Command,

J. S. COLLINGS

Minister of State for the Interior.

Checked with plans  
hereon & with known  
plan of survey.

The dominant  
tenement in respect  
the easement being ac-  
quired is part of  
land comprised  
in C.T. 5500  
70.131  
buckley st.

70.131  
70.131  
70.131

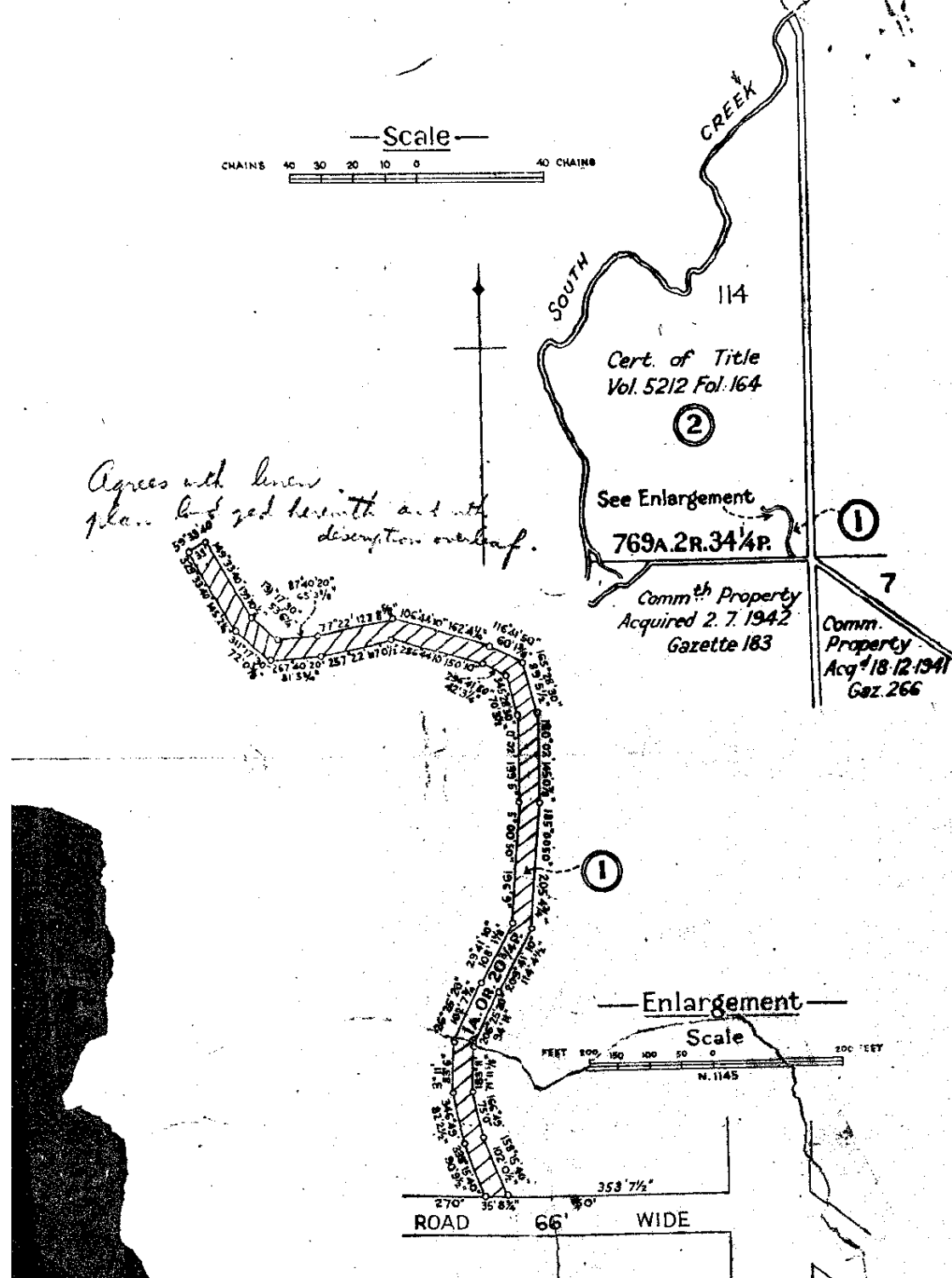
agrees with  
sketch  
on plan

as shown hachured and numbered 1 on plan hereunder: Com-  
mencing at a point which bears 270 degrees 50 minutes 353  
feet 74 inches from the southeastern corner of Portion 114  
Parish of Rooty Hill and bounded thence by part of the  
northern side of a road 66 feet wide bearing 270 degrees 50  
minutes 35 feet 84 inches thence by lines bearing 338 degrees  
15 minutes 40 seconds 90 feet 94 inches 346 degrees 49 minutes  
52 feet 24 inches 3 degrees 11 minutes 83 feet 6 inches 26  
degrees 25 minutes 20 seconds 102 feet 74 inches 29 degrees  
41 minutes 10 seconds 108 feet 14 inches 5 degrees 51 seconds  
196 feet 9 inches 2 minutes 139 feet 5 inches 345 degrees 28  
minutes 30 seconds 70 feet 34 inches 208 degrees 41 minutes  
56 seconds 42 feet 4 inches 286 degrees 44 minutes 10 seconds  
150 feet 10 inches 25 degrees 22 minutes 117 feet 04 inches  
267 degrees 40 minutes 20 seconds 31 feet 54 inches 311  
degrees 17 minutes 30 seconds 2 feet 04 inches 329 degrees  
33 minutes 40 seconds 145 feet 24 inches 59 degrees 33 minutes  
40 seconds 33 feet 149 degrees 43 minutes 40 seconds 130 feet  
104 inches 131 degrees 17 minutes 30 seconds 53 feet 64  
inches 87 degrees 40 minutes 20 seconds 65 feet 34 inches 77  
degrees 22 minutes 122 feet 84 inches 106 degrees 44 minutes  
10 seconds 162 feet 44 inches 116 degrees 41 minutes 50  
seconds 60 feet 14 inches 165 degrees 28 minutes 30 seconds  
89 feet 64 inches 180 degrees 2 minutes 145 feet 04 inches 185  
degrees 50 seconds 206 feet 44 inches 209 degrees 41 minutes  
10 seconds 114 feet 44 inches 206 degrees 25 minutes 20 seconds  
94 feet 11 inches 183 degrees 11 minutes 71 feet 114 inches  
166 degrees 49 minutes 75 feet and 158 degrees 15 minutes 40  
seconds 102 feet 04 inches to the point of commencement.

This is the copy notification referred to in  
annexed Certificate  
J. S. COLLINGS

Secondly: All that piece of land containing an area of 789  
acres 2 roods 34 perches more or less being the whole of the  
land in Certificate of Title Volume 5212 Folio 164 exclusive

of the land firstly herein described and being part of Portion  
114 Parish of Rooty Hill County of Cumberland State of New  
South Wales as shown numbered 2, on plan hereunder.



Acting for Secretary,  
Attorney-General's Department.

D431274

Notification of Acquisition  
of easement affecting  
part of Portion 114

Sh of Rooky Hill  
Co. of Cumberland  
shire of Blacktown.

Lodged by -

Commonwealth Crown Solicitor,  
108/120 Pitt Street, SYDNEY.

Commonwealth of Australia

*[Signature]*

*[Handwritten signature]*

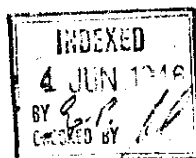
Particulars entered in Register Book  
Vol 5212 Fol 164  
" 6500 " 131

the 22nd day of May, 1946.  
at 12 o'clock noon.

*J. Wells*  
Registrar



EXTRA FEES	<i>[Signature]</i>
Diagram	<i>[Signature]</i>
Extra Folios	<i>[Signature]</i>



*[Handwritten notes and signatures at bottom left]*

K 780528

FORM FOR SIMPLE TRANSFER, WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED, OR EASEMENTS  
CREATED, OR WHERE THIS FORM IS OTHERWISE UNSUITABLE, FORM R.P. 13A SHOULD BE USED.

FEES:— £ s. d.

Lodgment : :  
Endorsement : :  
 : :  
 : :



R.P. 13.

No.

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

Lodg. Fee 88.00  
L.D.T. 87.00  
815.00  
81.64  
23.00  
25/8/67

(Trusts must not be disclosed in the transfer.)

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

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

b State in full the name of the person who furnished the consideration monies.

c1 Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, c2 whether they hold as joint tenants or tenants in common.

d The description may refer to the defined residue of the land in a certificate or grant (eg. "and being residue after Transfer No. ") or may refer to parcels shown in Town or Parish Maps issued by the Dept. of Lands or shown in plans filed in the Office of the Registrar General (eg. "and being lot sec. D.P. "). Unless authorised by Reg. 63 of the Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

e A very short note will suffice.

f 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 having questioned the witness should sign the certificate on the back of this form.

As to instrument executed elsewhere, see Section 107 of the Real Property Act, 1900-1956, Section 168 of the Conveyancing Act, 1919-1954, and Section 52A of the Evidence Act, 1898-1954.

g 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."

ASST. SECRETARY  
METROPOLITAN WATER  
SEWERAGE & DRAINAGE  
BOARD

## THE COMMONWEALTH OF AUSTRALIA

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 One Dollar (\$ 1.00 ) (the receipt whereof is hereby acknowledged) paid to it by

THE COUNCIL OF THE CITY OF PENRITH

do hereby transfer to

1 THE COUNCIL OF THE CITY OF PENRITH whose Council Chambers are in Station Street Penrith (herein called transferee)<sup>a2</sup>

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

County	Parish	Reference to Title			Description of Land (if part only) <sup>d</sup>
		Whole or Part	Vol.	Fol.	
SEE	ANNEXURE	HERETO	MARKED	"A"	

## ENCUMBRANCES, &c., REFERRED TO

SEE ANNEXURES HERETO MARKED "A"

"B" "C" "D"

Signed at Sydney the twelfth day of July, 1967  
for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, in the presence of

THE COMMON SEAL OF THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the 1st day of March 1967

AS WITNESS the hands of Douglas Sutherland and Hugh Carlyle two of the members in whose presence the seal was so affixed.

Signed in my presence by the transferee  
The Common Seal of the Council of Penrith was hereunto affixed this twelfth day of July 1967

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

TOWN CLERK

Transferee(s)

MAYOR.

\* 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.

LODGED BY Smithens Wannen

No. \_\_\_\_\_

**PARTIAL DISCHARGE OF MORTGAGE**

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

+ Lyons, Solicitors

210 Pitt St.

Sydney

26-6445

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.

b This discharge 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

M.P.D.

i 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.

j 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.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED <u>✓</u>	MEMORANDUM OF TRANSFER <u>9032/1234 (110) Document for P.M.G. Cde 9013-1327</u>
Checked by <u>88</u>	Particulars entered in Register Book, Volume _____ Folio _____
Passed (in S.D.B.) by <u>17/11</u>	on <u>7.12.1967</u>
Signed by <u>2</u>	at <u>10 AM</u> <u>J. J. J.</u> Registrar-General

DOCUMENTS LODGED HEREWITH To be filled in by person lodging dealing	
1 <u>✓</u>	4 _____
2 <u>✓</u>	5 _____
3 <u>✓</u>	6 _____
Received Docs. Nos. _____	
Receiving Clerk _____	

EXTRA FEES K780528  
Added fee (date 17/11/67) £8.00  
17/11/67  
AS 21/12/67

PROGRESS RECORD		Initials	Date
Sent to Survey Branch			
Received from Records			
Draft written			
Draft examined			
Diagram prepared			
Diagram examined			
Draft forwarded			
Supt. of Engrossers			
Cancellation Clerk			
VOL. _____		FOL. _____	

**FEES.**

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.

K780528

2

" A "

COUNTY	PARISH	REFERENCE TO TITLE		DESCRIPTION OF LAND (if part only)
		WHOLE/ PART	VOL. FOL.	
CUMBERLAND	ROOTY HILL	WHOLE	9027 191 ✓	201
"	"	"	9027 192 ✓	202
"	"	"	9032 42 ✓	203
"	"	"	9032 43 ✓	204
"	"	"	9032 44 ✓	205
"	"	"	9032 48 ✓	206
"	"	"	9043 104 ✓	207
"	"	"	9043 105 ✓	208
"	"	"	9043 106 ✓	209
"	"	"	9043 107 ✓	210
"	"	"	9043 108 ✓	211
"	"	"	9043 132 ✓	212

ENCUMBRANCES, &c., REFERRED TO

Easement in Acquisition No. D431274 *annexure*  
 Subject to Section 340A of the Local Government Act, 1919.  
 Easement for transmission line D384881 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
 Easement for transmission line H83909 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
 Easement for communication cable K403221 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
 Easement for transmission line ~~affix~~ K403219 affecting the land in  
 Certificate of Title Volume 9043 Folio 132.  
 Easement for Drainage ~~J340279~~ affecting the land in Certificate  
 of Title Volume 9032 Folio 43.

THIS IS the annexure marked "A" referred to in the annexed  
 Memorandum of Transfer.

The Common Seal of the Council of  
 the City of Penrith was hereunto  
 affixed this twelfth day of  
May 1967

*[Signature]*  
 TOWN CLERK

**B**

*[Signature]*  
 Mayor.

SIGNED for and on behalf of THE COMMONWEALTH  
 OF AUSTRALIA by a person holding or performing the  
 duties of the office of Solicitor at Deputy Crown Solicitor  
 Deputy Crown Solicitor's Office New South Wales, in the  
 presence of

*[Signature]*  
 an officer of the Attorney General's Department

*[Signature]*

" B "

K180528

3.

RESERVING unto The Metropolitan Water Sewerage & Drainage Board (herein called "The Board") AN EASEMENT or right to use for the construction and maintenance of water supply works the surface and the subsoil or the under-surface of the land shown as site of proposed easement for water pipe line 10 feet wide within lots 201 and 202 Deposited Plan 31911 Lots 204 & 205 and 206 in Deposited Plan 31908 and Lots 211 and 215 in Deposited Plan 31909 aforesaid (hereinafter called "the said land") WITH full and free right and liberty for the Board from time to time and at all times hereafter by its officers servants workmen and Agents to construct lay down make control examine supervise manage relay renew cleanse repair maintain operate and use in and through the said land at such depths or levels below the surface thereof as the Board shall think fit such pipe lines mains distributory reticulating and other works with fittings and appurtenances thereto (all of which are included in the term "works" wherever hereinafter appearing) as in its opinion may be required and to use such works for water supply purposes and to take up any such works and substitute in lieu thereof any new works AND with the right of support at all times of all such works as shall for the time being be in or upon the said land AND for any of the purposes aforesaid to enter go return pass and repass upon along and over the said land and make and sink excavations shafts and cuttings in and through the said land and bring and place thereon and remove therefrom any such materials implements tools articles and things as the Board shall think fit AND generally to exercise and perform in and upon the said land any of the rights powers and authorities conferred on or vested in the Board for water supply purposes under and by virtue of the Metropolitan Water Sewerage and Drainage Act 1924-1964 or any amendment thereof without liability to pay compensation to any person for any damage sustained by him through the exercise of any of the rights powers and authorities hereby or by virtue of the said Act conferred on or vested in or reserved to the Board AND in relation to such easement and rights as are hereinbefore reserved to the Board the transferee DOTH HEREBY COVENANT with the Board THAT

- (1) the transferee will not erect construct or place upon the said land any building or other structure whatever and that the transferee will at all times bear all risk of and responsibility in connection with damage to any building or other structure for the time being in existence upon the said land
- (2) the transferee will not place upon the said land nor allow to be placed or remain thereon any timber or any article of plant or any stores filling rubbish or other material whatsoever
- (3) the transferee will not (i) without the prior consent and approval in writing of the Board first had and obtained nor otherwise than in strict compliance with such conditions as the Board may impose, park or place upon the said land nor allow to be parked or remain thereon any vehicle whatsoever nor (ii) make or allow to be made any alteration by any means whatsoever to the existing surface levels of the said land nor (iii) lay down construct or place thereon any pavement of concrete or having any form of bituminous surface with a base course of ballast metal or rock fill or like material AND the Board DOTH HEREBY COVENANT with the transferee that whenever in exercise of any of the rights powers and authorities aforesaid it shall open or break up the surface of the said land or damage any lawn garden or fencing of the transferee the Board shall upon completion of such work reinstate and restore such land lawn garden fencing or pavement (as the case may be) to its former condition so far as shall be reasonably practicable.

The Common Seal of the Council of  
the City of Penrith was hereunto  
affixed this twelfth day of  
May 1967.

*A. L. L. L. L.*  
Mayor.

*M. L. L. L. L.*  
Town Clerk

B

*X W. J. J. J.*  
*Resident's Representative*

SIGNED for and on behalf of THE COMMONWEALTH  
OF AUSTRALIA by a person holding or performing the  
duties of the office of Assistant Deputy Crown Solicitor,  
Deputy Crown Solicitor's Office, New South Wales, in the  
presence

*[Signature]*  
an officer of the Attorney-General's Department

*D. J. J. J.*  
Now being part of land comprised in  
Cert. of Title, Vol. 7027, Fol. 191/192 resp.

*#* Now being part of land comprised in (844)  
Cert. of Title, Vol. 7032, Fol. 12/123 resp.

X Comprised in Vol. 9045 Fol. 104/108 respectively



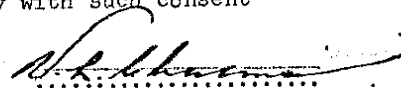


" D "


K780528

RESERVING unto the Transferor its successors and assigns its and their officers servants agents workmen and contractors as appurtenant to the land comprised in Certificate of Title Volume 8237 Folio 69 full and free right leave liberty and licence to use and maintain the existing transmission line and to erect construct place repair renew maintain use and remove transmission lines mains wires towers poles and ancillary works through over and along that part of the land hereby transferred shown in Deposited Plan No. 319074 as "Site of proposed easement for Power Line 30 Ft. wide" (hereinafter referred to as "the servient tenement") and to cause or permit electricity to flow or be transmitted through and along the said transmission lines and wires and with or without horses vehicles plant and machinery to enter in and upon the servient tenement for the purpose of exercising any rights hereby reserved to it or them and the transferor for itself its successors and assigns covenants with the transferee its successors and assigns that it will at all times and at its own expense keep the said transmission lines and wires in a satisfactory state of repair and that in the exercise of the rights liberties and authorities hereby reserved the transferor will do as little damage as possible to the servient tenement and will not impede the full and uninterrupted use by the transferee (so far as is consistent with this reservation) of the servient tenement and the transferee for itself its successors and assigns HEREBY COVENANTS with the transferor its successors and assigns that it will not do or knowingly suffer to be done any act or think which may interfere with injure damage or destroy the said transmission lines and wires or interfere with the free flow of electricity through and along the said transmission lines and wires and that it will not erect or permit or suffer to be erected on or over any part or parts of the servient tenement any building or other erection of any kind without the prior consent in writing of the transferor and then only in strict conformity with such consent

16/10/15 P.P. 319074  
V6 9/10/13 12/10/14

  
.....  
Mayor.

The Common Seal of the Council  
of the City of Penrith was hereunto  
affixed this Twelfth day of  
May 1967.

  
.....  
Town Clerk

SIGNED for and on behalf of THE COMMONWEALTH  
OF AUSTRALIA by a person holding or performing the  
duties of the office of Assistant Deputy Crown Solicitor,  
Deputy Crown Solicitor's Office, New South Wales, in the  
presence of

  
an officer of the Attorney-General's Department.



B



THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

R.P. 13A. No. 14568

New South Wales 23/64138 BGT/LW

**MEMORANDUM OF TRANSFER**  
(REAL PROPERTY ACT, 1900.)

**THE COMMONWEALTH OF AUSTRALIA**

(Trusts must not be disclosed in the transfer.)

Typing or handwriting in this instrument should not extend into 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.

(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 TEN THOUSAND SEVEN HUNDRED DOLLARS (£310700.00) (the receipt whereof is hereby acknowledged) paid to it by THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

do hereby transfer to

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD  
of Cnr. Pitt and Bathurst Streets, Sydney

(herein called transferee)

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

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Vol.	
Cumberland	Rooty Hill	Whole	9032	51	Lot 1 Deposited Plan
		Part	9032	50	No. 223888
		Part	9032	52	
		Part	9032	55	
		Part	9032	56	
Volume 1118 Folio 15 Part 1 of 1 being					
RESERVING unto the Transferor as appurtenant to the land comprised in Certificate of Title Volume 823 Folio 69 full and free right leave liberty and licence for the Transferor and its successors to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through and/or over and/or along the land described as "Proposed Easement for Power Line 16 feet wide and Variable Total Area 2r. 72p." in Lot 1 of pp. 523888 to and to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and to cut or trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the said respective parts of land and which may or may be likely to interfere with any right leave liberty or licence granted hereunder and for any of the purposes aforesaid to enter into and upon the said respective parts of land or upon any part thereof at all reasonable times with surveyors workmen horses carts vehicles materials machinery or implements or with any other necessary things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Transferor doth hereby for itself its successors and assigns covenant with the Transferee that it and they will save harmless and indemnify the Transferee from and against and make good loss or damage whatsoever occasioned by the Transferor its successors and assigns in the exercise of any right leave liberty or licence hereby granted					

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 63 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

L569620

②

~~AND COVENANTS TO BE OBSERVED BY THE TRANSFEREE~~

AND the transferee for itself and its assigns covenants with the transferor and its assigns that it will erect at its own cost new security fences on the new boundaries of the land where necessary.

d Strike out if unnecessary, or suitably adjust,

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) 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.

ENCUMBRANCES, &c., REFERRED TO.

Easement No. D. 431274.  
Transfer and Grant No. J.340279

A very short note will suffice.

K 1165-2

**Form I**

A

OFFICE USE ONLY

**PLAN OF** Easement 16 feet wide and variable width  
in Lot 1 D.P. 223888

Man/Shire/City \_\_\_\_\_ Penrith \_\_\_\_\_  
 Town or Locality \_\_\_\_\_ St Marys North \_\_\_\_\_  
 Parish \_\_\_\_\_ Rooty Hill \_\_\_\_\_  
 County \_\_\_\_\_ Cumberland \_\_\_\_\_ scale 264 feet to 1 inch

Registered: 1-69620

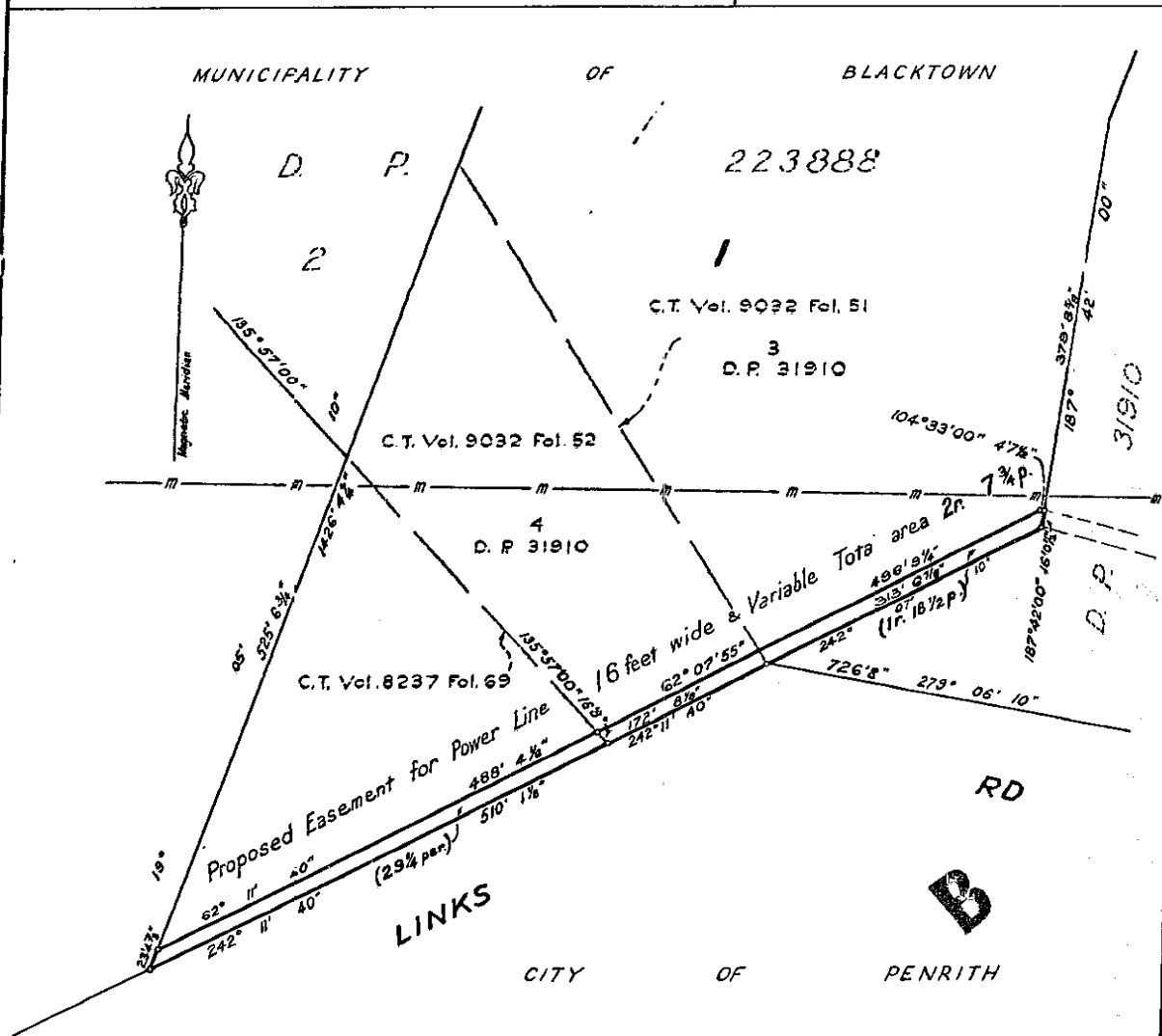
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**Title System:** [x\\_bushings](#) [x\\_drops](#) [x\\_grooves](#) [x\\_holes](#) [x\\_holes\\_2](#) [x\\_holes\\_3](#) [x\\_holes\\_4](#) [x\\_holes\\_5](#) [x\\_holes\\_6](#) [x\\_holes\\_7](#) [x\\_holes\\_8](#) [x\\_holes\\_9](#) [x\\_holes\\_10](#) [x\\_holes\\_11](#) [x\\_holes\\_12](#) [x\\_holes\\_13](#) [x\\_holes\\_14](#) [x\\_holes\\_15](#) [x\\_holes\\_16](#) [x\\_holes\\_17](#) [x\\_holes\\_18](#) [x\\_holes\\_19](#) [x\\_holes\\_20](#) [x\\_holes\\_21](#) [x\\_holes\\_22](#) [x\\_holes\\_23](#) [x\\_holes\\_24](#) [x\\_holes\\_25](#) [x\\_holes\\_26](#) [x\\_holes\\_27](#) [x\\_holes\\_28](#) [x\\_holes\\_29](#) [x\\_holes\\_30](#) [x\\_holes\\_31](#) [x\\_holes\\_32](#) [x\\_holes\\_33](#) [x\\_holes\\_34](#) [x\\_holes\\_35](#) [x\\_holes\\_36](#) [x\\_holes\\_37](#) [x\\_holes\\_38](#) [x\\_holes\\_39](#) [x\\_holes\\_40](#) [x\\_holes\\_41](#) [x\\_holes\\_42](#) [x\\_holes\\_43](#) [x\\_holes\\_44](#) [x\\_holes\\_45](#) [x\\_holes\\_46](#) [x\\_holes\\_47](#) 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### Purpose:

**Ref. Map:** [NAD 83 / NAD 27 Conversion](#)

### Last Plan



### Signatures, Seals and Statements of Dedications and Easements.

THIS IS THE ANNEXURE MARKED **A**  
MEMORANDUM OF  
DATE 14 DEC 1968  
thirtenth

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of:

an officer of the Attorney General's Department.

Arthur John GALLAGHER  
M.W.S. & D.E. 341 Pitt St. Sydney

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan was compiled from information in DP31910, DP223688, and is accurate and has been made (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933 and was completed on 11/11/1933.

Signature M. Hall 24-3-66

Surveyor registered under Surveyors Act, 1929, as amended.  
Datum line of Fairmuth.

Approved by Council. I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision and/or new roads set out herein.

**Subdivision No.** \_\_\_\_\_ **Date** \_\_\_\_\_

**Council Clerk**

\* Strike out either (1) or (2). † Insert date of survey.

LONGER WITH DEALING

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."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or a 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 having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before

(i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent); (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

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

Signed at Sydney  
Signed in my presence by the transferor  
WHO IS PERSONALLY KNOWN TO ME

the thirteenth day of March 1968

Transferor.\*

SIGNED for and on behalf of THE COMMONWEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of—

[Signature]  
an officer of the Attorney-General's Department

Signed in my presence by the transferee  
WHO IS PERSONALLY KNOWN TO ME

Transferee(s).

THE COMMON SEAL of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD was affixed hereto in the presence of a quorum of the Board on the twenty-eighth day of June 1967. AS WITNESS the hands of Douglas Sutherland and Hugh Carlyle Foster two of the members in whose presence the seal was so affixed.

Accepted and the Board hereby certify this Transfer to be correct for the purposes of the Real Property Act.

#### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum where by 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—

#### 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.

\* 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 render any person falsely or negligently certifying liable to a penalty of £30; 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.

L1562

LODGED BY W.R. SMOOTHEY. SOLR.

No. L569620

CNR. PITT & BATHURST STS

SYDNEY

20648 Xth STY

#### FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following:—
- (i) Where a restrictive covenant is imposed; or
  - (ii) A new easement is created; or
  - (iii) A partial discharge of mortgage is endorsed on the transfer.

#### DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1. 107 (3) 146  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_

} Received Docs.  
Nos.  
Receiving Clerk.

#### PARTIAL DISCHARGE OF MORTGAGE.

(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 discharge 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.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED	MEMORANDUM OF TRANSFER
	<i>Reserving Easement for</i>
	<i>Transmission Line</i>
	<i>Subject to Covenant</i>
Checked by <i>[Signature]</i>	Particulars entered in Register Book.
Passed (in S.D.B.) by	
Signed by <i>[Signature]</i>	on <u>13-1-1970</u> at <u>4 PM</u> <i>[Signature]</i> Registrar-General.

#### PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
VOL.	FOL.	



No.

N 3 2 4 7 4 8

3 JUN 26 PM 2 34

New

FEES:—

Lodgment

Endorsement

## MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

48/166 JRL/T

x **I** THE COMMONWEALTH OF AUSTRALIA

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.

(Trusts must not be disclosed in the transfer.)

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

All blanks should be ruled up before signing.

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

----- (herein called transferor)  
being registered as the proprietor of an estate in fee simple<sup>a</sup> in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE DOLLAR  
( \$1.00----- ) (the receipt whereof is hereby acknowledged) paid to it by

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD -----

----- do hereby transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD

Chr Pitt and Bathurst Streets,

SYDNEY.

(herein called transferee)

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
Cumberland	Rooty Hill	Whole	9032 ✓	49 ✓	

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. " and being Lot section D.P. ").

Unless authorised by Reg. 53, Conveyancing Act Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.



N324748

(2)

~~And the transferor covenants with the transferee~~

d Strike out if unnecessary, suitably adjust,

- (i) if any easements are to be created or any exceptions to be made: or  
(ii) 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.

RESERVING thereout as appurtenant to the land comprised in Lot 1 of D.P.535498 unto the transferor its successors and assigns its and their officers servants agents workmen and contractors full and free right leave liberty and licence to erect construct place repair renew maintain use and remove electricity transmission mains wires cables towers poles and ancillary works for the transmission of electricity and for purposes incidental thereto through over or along the land described as "site of proposed easement for power line 15'11" wide" on Deposited Plan number 31910 (hereinafter referred to as "the servient tenement") and to cause or permit electricity to flow or be transmitted through and along the said mains wires and cables AND with or without horses vehicles plant and machinery to enter in and upon the servient tenement for the purpose of exercising any rights reserved to it or them hereunder AND the transferor for itself its successors and assigns covenants with the transferee its successors and assigns that it will at all times and at its own expense keep the said cables mains and wires in a satisfactory state of repair and that in the exercise of the rights liberties and authorities hereby reserved the transferor will do as little damage as possible to the servient tenement and will not impede the full and uninterrupted use thereof by the transferee (so far as is consistent with this reservation) AND the transferee for itself its successors and assigns HEREBY COVENANTS with the transferor its successors and assigns that it will not do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires and cables or interfere with the free flow of electricity through and along the said mains wires and cables and that it will not erect or permit or suffer to be erected on or over any part or parts of the servient tenement any building or other erection of any kind without the prior consent in writing of the transferor AND the transferee for itself and its assigns hereby for the benefit of adjoining land of the transferor but only during the ownership thereof by the transferor and its assigns other than purchasers on sale covenants with the transferor and its assigns that no fence shall be erected on the land hereby transferred to divide it from the adjoining land of the transferor without the consent of the transferor or its assigns but such consent shall not be withheld if such fence is erected without expense to the transferor or its assigns and in favour of any person dealing with the transferee or its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected. And this restriction may be released varied or modified by the owner or owners for the time being of the adjoining land having the benefit of this covenant.

of being C.T. Vol. 11118 Fol. 15

ENCUMBRANCES, &c., REFERRED TO.

1. Appurtenant easement No. D431274
2. Easement No. J340279
3. Easements for drainage shown on Deposited Plan 204406.

e A very short note will suffice.

K 1165--2 St 437--2

*[Signature]*

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."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or a Deputy Registrar, 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 having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Pro-Consul, Consul Agent and Acting Consular Agent) (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor of Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

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

h 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.

Signed at SYDNEY

the 21st day of JUNE

19 71<sup>3</sup>

~~Signed in my presence by the transferor~~

~~WHO IS PERSONALLY KNOWN TO ME~~

Transferor.\*

SIGNED for and on behalf of THE COMMON-WEALTH OF AUSTRALIA by a person holding or performing the duties of the office of Assistant Deputy Crown Solicitor, Deputy Crown Solicitor's Office, New South Wales, in the presence of—

an officer of the Attorney-General's Department.

~~THE COMMON SEAL OF THE METROPOLITAN~~

~~SIGNED IN MY PRESENCE BY THE CHAIRMAN~~

~~WATER SEWERAGE AND DRAINAGE BOARD~~

~~WHO IS PERSONALLY KNOWN TO ME~~

was affixed hereto in the presence

of a quorum of the Board on the

day of 1971

AS WITNESS the hands of

and

two of the

Members in whose presence the Seal

was so affixed

SIGNED for and on behalf of THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD by JAMES ROBERT LUMSDAINE its duly constituted Attorney who is personally known to me:

THE METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD by its Attorney who hereby states that at the time of his executing this Instrument he has no notice of the revocation of the Power of Attorney Registered No. 129874 Miscellaneous Register under the Authority of which he has executed this Instrument. Assistant Solicitor for the Board

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memo.andum where by 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—

### 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.

\* 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; 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.

N 3 2 4 7 4 8

No. \_\_\_\_\_

Lodged by W.R. SMOOTHEY, Solicitor for  
Metropolitan Water Sewerage & Drainage Board  
Address Cnr Pitt and Bathurst Sts., Sydney

Phone No. 20648 JRL.

PARTIAL DISCHARGE OF MORTGAGE.  
(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 discharge 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 \_\_\_\_\_ 'his \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in my presence by \_\_\_\_\_

who is personally known to me \_\_\_\_\_

Mortgagee.

DOCUMENTS LODGED HEREWITH  
To be filled in by person lodging dealing

1. *C/T*  
2. *M.D.P.*  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. \_\_\_\_\_  
7. \_\_\_\_\_  
Received Docs. \_\_\_\_\_  
Nos. *1*  
Receiving Clerk *[Signature]*

Indexed	MEMORANDUM OF TRANSFER <i>Reserving an Easement for Transmission of Electricity</i>
Checked by <i>17</i>	Particulars entered in Register Book <i>13-11-1973</i>
Passed (in S.D.B.) by	
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar General

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		
VOL.	FOL.	

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

M.P.D.

STRAIGHT, SEALS AND STAKEMENTS PLANNING IS  
A SERVICE PROVIDED BY THE REGISTRAR GENERAL  
IN CONNECTION WITH THE PREPARATION OF  
SUBDIVISIONS, EASEMENTS, RIGHTS OF WAY, EASEMENTS,  
AND OTHER INSTRUMENTS. IT IS NOT A GUARANTEE  
OF THE ACCURACY OF THE INFORMATION PROVIDED.

SIGNED for and on behalf of THE REGISTRAR GENERAL  
OF NEW SOUTH WALES, by a person holding, occupying  
or acting in the office of the REGISTRAR GENERAL,  
Principal Land Office, 111 Macquarie Street, Sydney, NSW 2000.  
New South Wales, in the presence of:

An Officer of the Attorney-General's Department.

## Crown Lands Office Approval

Land Approved: Authorised Officer

Plan No. ....

Field Book No. ....

## Council Clerk's Certificate

I hereby certify that:

(a) the requirements of the Local Government Act 1993, other than  
the requirements for the registration of plans, and  
(b) the requirements of Part 3 Division 2 of the Water Supply  
Act 1987 and the Water Supply Authorities Act 1987

have been complied with by the applicant in relation to the  
proposed new road, subdivision or consolidation of land.

Subdivision No. ....

Other: ....

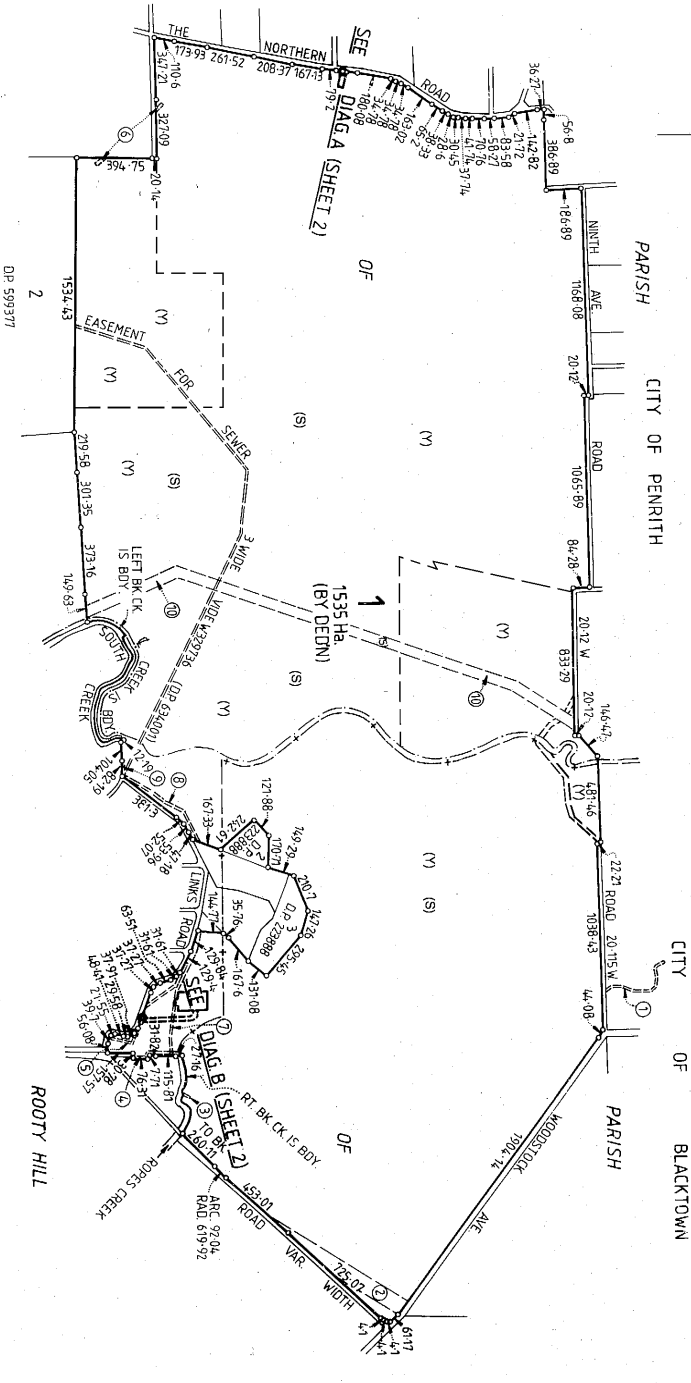
Signature: Council Clerk

Council File No. ....

I hereby certify that the information provided to me by the applicant is true and correct and that I have no reason to believe that the information is false or misleading.

Signature: Council Clerk

LONDONDERY



## NOTE

- 1 EASEMENT FOR DRAINAGE 106 W. D13272.
- 2 EASEMENT FOR TRANSMISSION LINE 88.59 W. K50345.
- 3 EASEMENT FOR SEWER PRELINE 305 W. K498570.
- 4 EASEMENT FOR DRAINAGE 61 W. D124743.
- 5 EASEMENT FOR WATERMAIN 305 W. P345880.
- 6 EASEMENT FOR STORMWATER DRAINAGE 3 WIDE WIDE S274132.
- 7 EASEMENT FOR SEWERAGE 914 W & VAR. L569621.
- 8 EASEMENT FOR SEWERAGE 61 W & VAR. L569621.
- 9 EASEMENT FOR SEWERAGE 457 W. L569621.
- 10 EASEMENT FOR TRANSMISSION LINE 70 W. Y228360 D16420.
- (S) BENEFITED BY - EASEMENT FOR DRAINAGE D143124.
- (V) BENEFITED BY - EASEMENT FOR POWER LINE K780528.

DP 789196

Registered 15/23/5-1985

C.A.

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U7360-12.3

Last Plan: DP 599377

PLAN OF SUBDIVISION OF LOT 1 IN  
DP 599377

Lengths are in metres. Production Ratio 1:2000

88/883

City: PENRITH

Locality: ST MARYS  
MT PLEASANT

Parish: LONDONDERY

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets.

(Delete if inapplicable)

I, DAVID CRAIG RADFORD

of DEPT. ADMINISTRATIVE SERVICES, NSW

do hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Act 1988 and the Survey Regulations 1989.

13 APRIL 1989

Signature: David Radford

Datum: Geoid 1984

Vertical datum: AHD 1985

Horizontal datum: GDA 1984

Vertical datum: AHD 1985

Horizontal datum: GDA 1984

Vertical datum: AHD 1985

Horizontal datum: GDA 1984

Vertical datum: AHD 1985

Horizontal datum: GDA 1984

Vertical datum: AHD 1985

Horizontal datum: GDA 1984

Vertical datum: AHD 1985

Horizontal datum: GDA 1984

Vertical datum: AHD 1985

Horizontal datum: GDA 1984



INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED  
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 1 of 1 Sheet)

Lengths are in metres

PART 1

Plan: **DP789196**

Subdivision covered by Council  
Clerk's Certificate No.

Plan of Subdivision of Lot 1  
in DP 599377 being the land  
comprised in Certificate of  
Title Volume 13845 Folio 125.

Full Name and address of the  
Registered Proprietor of the  
land

The Commonwealth of Australia

1. Identity of Easement Firstly  
referred to in abovementioned  
plan

1. Right of Carriageway 20.115  
wide and variable

Schedule of Lots affected

Lot Burdened

Lot Benefitted

±  
2

±  
1


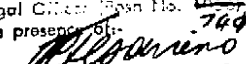


30 AUG 1989  
(Y454206)

PART 2

1. Terms of Easement firstly referred to in the abovementioned plan.

Right of Carriageway 20.115 wide and variable within the meaning of Section  
181A of the Conveyancing Act, 1919. (Schedule VIII Pt. I)

  
SIGNED for and on behalf of THE COMMONWEALTH  
OF AUSTRALIA by a person holding authority  
or person in the name of the officer of Principal  
Legal Officer (Plan No. 1000) New South Wales, in  
the presence of:  
  
An Officer of the Attorney-General's Department.

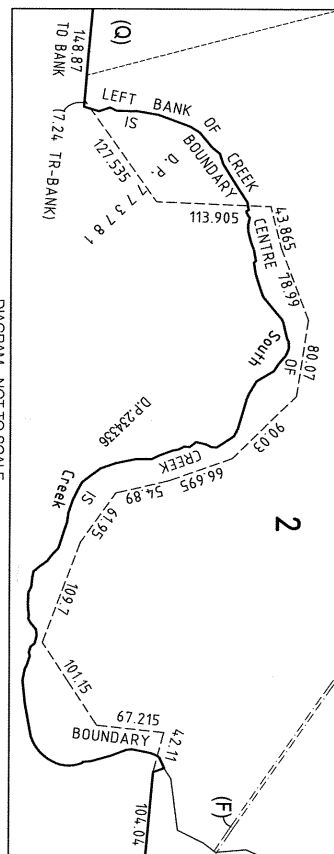
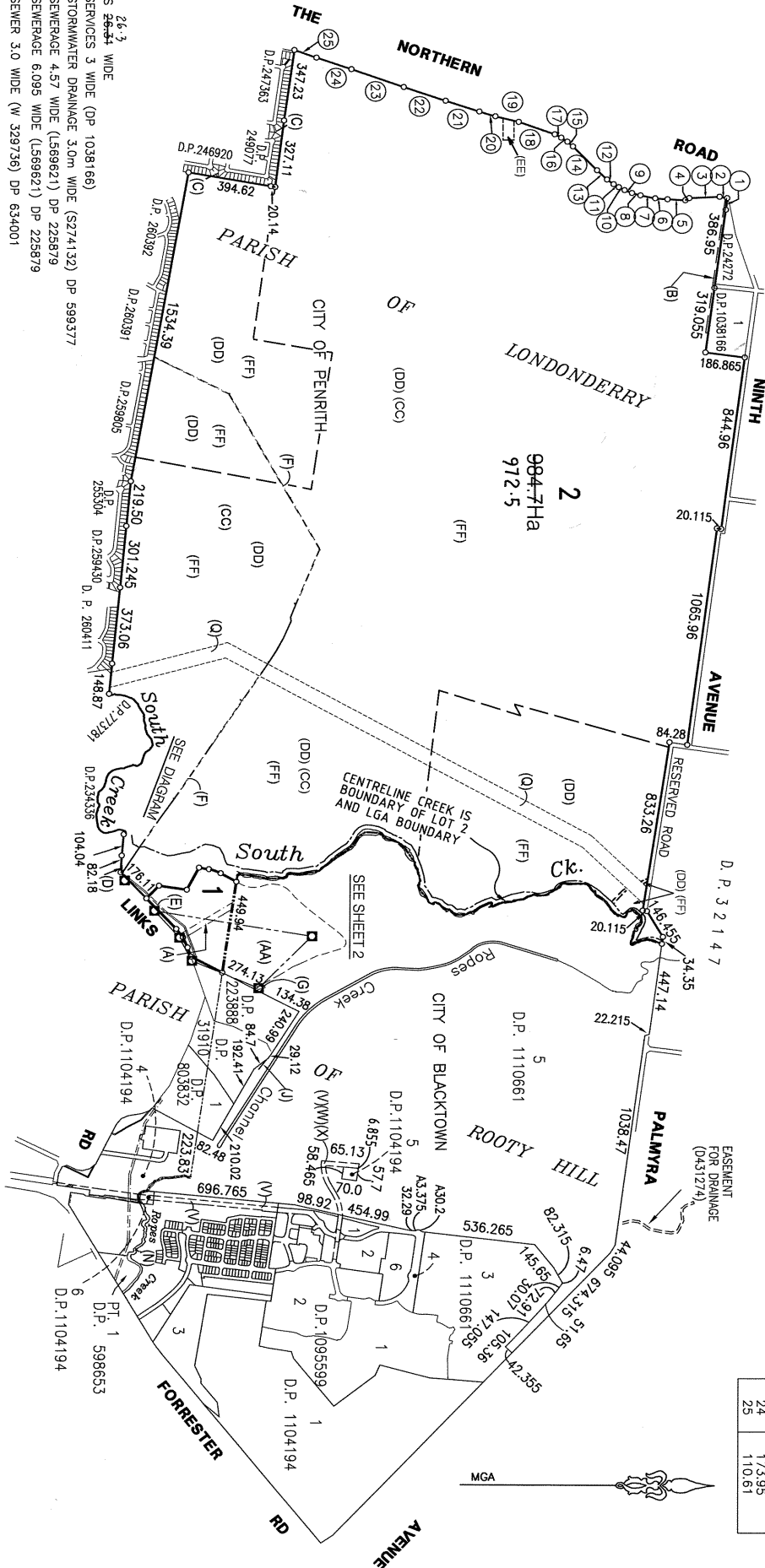


DIAGRAM - NOT TO SCALE

SURVEYORS (PRACTICE) REGULATIONS 2001 : CLAUSE 61(2)					
MARK	M.G.A. CO-ORDINATES		ORIGIN	CLASS	METHOD
EASTING	NORTHING				
PM 147112	292914.17	6265263.458	SCMS	C	FROM SCMS
SSM 147112	293199.546	6265014.447	SCMS	C	FROM SCMS
SSM 147112	293067.144	6264697.21	SCMS	C	FROM SCMS
SSM 147112	292954.111	6264638.827	SCMS	C	FROM SCMS
SSM 147112	292823.702	6264550.000	SCMS	C	FROM SCMS
SSM 147112	292675.911	6264379.004	SCMS	C	FROM SCMS
COMBINED SEA LEVEL SCALE FACTOR = 1.000113					
SOURCE: M.G.A. CO-ORDINATES AND SCALE FACTOR ADOPTED FROM LIC ON THE 20th June 2007					

BENEFITED BY:  
(CC) EASEMENT FOR DRAINAGE 10.06 - D431274  
(FF) EASEMENT FOR POWERLINE 9.145 WIDE - K780528  
(DD) RIGHT OF CARRIAGEWAY 20.115 WIDE - DP789196  
(EE) EASEMENT FOR TRANSMISSION LINE 4.88 WIDE AND VARIABLE - L569620  
(EE) EASEMENT FOR TRANSMISSION OF ELECTRICITY 4.88 WIDE - N324748

No	DISTANCE
1	56.825
2	36.28
3	142.855
4	21.72
5	83.58
6	58.27
7	70.765
8	41.74
9	37.745
10	30.46
11	28.6
12	38.335
13	65.215
14	163.06
15	34.785
16	34.785
17	34.785
18	180.09
19	113.54
20	79.2
21	167.145
22	208.385
23	261.54
24	173.95
25	110.61



- (A) RIGHT OF ACCESS 26.3 WIDE
- (B) EASEMENT FOR SERVICES 3 WIDE (DP 1038166)
- (C) EASEMENT FOR STORMWATER DRAINAGE 3.0m WIDE (S274132) DP 599377
- (D) EASEMENT FOR SEWERAGE 4.57 WIDE (L569621) DP 225879
- (E) EASEMENT FOR SEWERAGE 6.095 WIDE (L569621) DP 225879
- (F) EASEMENT FOR SEWER 3.0 WIDE (W 329736) DP 634001
- (G) EASEMENT FOR DRAINAGE VAR. WIDTH (S 607868) DP 611331
- (H) EASEMENT FOR SEWER 2.44 WIDE (L 790554) DP 533830
- (I) EASEMENT FOR TRANSMISSION LINE 70 WIDE (Y228360) DP 641320
- (J) EASEMENT FOR UNDERGROUND CABLES 20.5, 20.6, 22, 24.5 AND VARIABLE WIDTH
- (K) RIGHT OF ACCESS 18, 20.6, 22 AND VARIABLE WIDTH (DP1104194) DP1104194
- (L) EASEMENT FOR SERVICES 18, 20.6, 22 AND VARIABLE WIDTH (DP1104194)

Surveyor: CHRISTOPHER JOHN CRANE

Date of Survey: 30 SEPTEMBER 2007

Surveyors Ref: C199-dp2-001.dwg

20071001269 PARTIAL SURVEY

PLAN OF

SUBDIVISION OF LOT 3 D.P. 1104194

L.G.A.: PENRITH

Locality: ROPES CROSSING

Subdivision No: 077/08 of 24/9/08

Lengths are in metres

Reduction Ratio: 1:15000

Registered:

26.11.2008

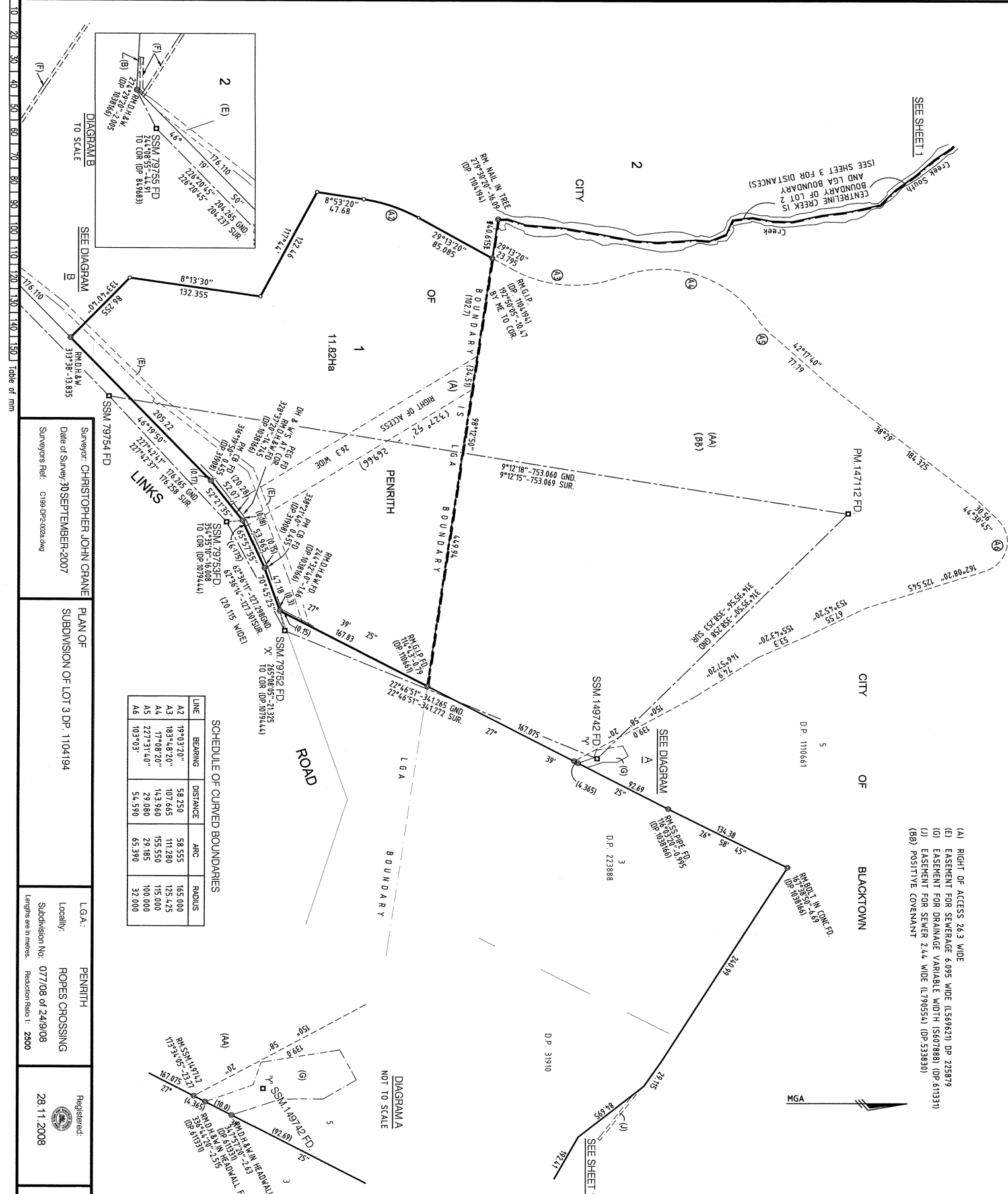
DP1132380 P

(E)

DESIGNATION (CC) AMENDED AND DESIGNATION & NOTATION (FF) ADDED - SEE 2011/15000 9.11.2011

AMENDMENTS MADE BY DPE 17/11/08

- (AA) RIGHT OF ACCESS 26.3 WIDE
- (BB) EASEMENT FOR SEWERAGE 6.095 WIDE (L569622) DP 225879
- (CC) EASEMENT FOR DRAINAGE VARIABLE WIDTH (S607888) (DP 61333)
- (DD) EASEMENT FOR SEWER 2.44 WIDE (L790554) (DP 533830)
- (EE) POSITIVE COVENANT



**SCHEDULE OF CURVED BOUNDARIES**

LINE	BEARING	DISTANCE	ARC	RADIUS
A2	19°03'20"	58.250	58.555	165.000
A3	183°48'20"	107.645	111.280	125.425
A4	17°08'20"	143.660	155.550	175.000
A5	227°31'40"	29.080	29.785	100.000
A6	103°03'	54.590	65.390	32.000

Surveyor: CHRISTOPHER JOHN CRANE  
 Date of Survey: 30 SEPTEMBER 2007  
 Surveyors Ref: C199-DP2-002a.dwg

PLAN OF  
 SUBDIVISION OF LOT 3 DP 1104194

LGA: PENRITH  
 Locality: ROPES CROSSING  
 Subdivision No: 077/08 of 24/9/08  
 Lengths are in metres. Reduction Ratio: 1: 2500

Registered:  
 28/11/2008

DP1132380

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



SCHEDULE OF SHORT LINES CREEK

Line	Distance	Line	Distance	Line	Distance
58	23.065	90	12.155	122	6.1
59	27.55	91	11.35	123	19.795
60	12.475	92	18.615	124	26.47
61	14.01	93	7.415	125	22.775
62	11.27	94	11.805	126	23.595
63	7.51	95	11.43	127	15.735
64	7.255	96	10.38	128	15.83
65	4.425	97	8.08	129	20.045
66	5.12	98	11.26	130	24.64
67	3.21	99	12.45	131	9.41
68	3.855	100	6.315	132	9.525
69	3.195	101	10.14	133	27.185
70	14.99	102	27.51	134	16.13
71	6.715	103	11.88	135	12.985
72	8.615	104	11.14	136	16.015
73	13.62	105	15.12	137	24.695
74	15.41	106	14.235	138	14.3
75	3.8	107	10.91	139	13.075
76	8.775	108	4.9	140	13.285
77	5.38	109	25.47	141	6.85
78	7.915	110	19.125	142	19.11
79	10.145	111	16.965	143	9.58
80	8.4	112	9.59	144	10.095
81	8.24	113	15.515	145	16.335
82	13.035	114	13.835	146	17.71
83	24.53	115	22.14	147	10.935
84	6.945	116	24.05	148	17.695
85	7.895	117	19.36	149	16.49
86	6.78	118	8.865	150	19.74
87	6.94	119	41.205	151	22.6
88	7.25	120	11.915	152	6.02
89	7.265	121	28.225	153	9.155
				154	16.66
				155	17.495
				156	10.71
				157	9.62
				158	22.45
				159	18.77
				160	8.22
				161	6.34
				162	5.66
				163	13.025
				164	29.165
				165	27.77
				166	24.72
				167	18.03
				168	20.3
				169	12.2

Line	Distance	Line	Distance	Line	Distance
1	9.275	31	19.955	61	11.145
2	19.955	32	38.935	62	11.145
3	30.4	33	41.85	63	11.145
4	41.85	34	22.155	64	11.145
5	22.155	35	39.495	65	11.145
6	39.495	36	13.6	66	11.145
7	13.6	37	18.7	67	11.145
8	18.7	38	15.87	68	11.145
9	15.87	39	20.115	69	11.145
10	20.115	40	18.865	70	11.145
11	18.865	41	20.93	71	11.145
12	20.93	42	31.13	72	11.145
13	31.13	43	27.675	73	11.145
14	27.675	44	31.805	74	11.145
15	31.805	45	25.195	75	11.145
16	25.195	46	21.845	76	11.145
17	21.845	47	24.685	77	11.145
18	24.685	48	19.73	78	11.145
19	19.73	49	13.82	79	11.145
20	13.82	50	58.51	80	11.145
21	58.51	51	36.325	81	11.145
22	36.325	52	57.915	82	11.145
23	57.915	53	35.005	83	11.145
24	35.005	54	60.635	84	11.145
25	60.635	55	16.285	85	11.145
26	16.285	56	16.915	86	11.145
27	16.915	57	24.425	87	11.145
28	24.425	58	30.65	88	11.145
29	30.65	59	7.85	89	11.145
30	7.85	60	5.935	90	11.145
31	5.935	61	31.945	91	11.145
32	31.945	62	23.75	92	11.145
33	23.75	63	51.09	93	11.145
34	51.09	64	7.565	94	11.145
35	7.565	65	3.6	95	11.145
36	3.6	66	11.125	96	11.145
37	11.125	67	13.525	97	11.145
38	13.525	68	17.125	98	11.145
39	17.125	69	14.57	99	11.145
40	14.57	70	5.64	100	11.145
41	5.64	71	6.105	101	11.145
42	6.105	72	3.095	102	11.145
43	3.095	73	4.6	103	11.145
44	4.6	74	2.74	104	11.145
45	2.74	75	2.2	105	11.145
46	2.2	76	10.665	106	11.145
47	10.665	77	5.35	107	11.145
48	5.35	78	7.35	108	11.145
49	7.35	79	1.505	109	11.145
50	1.505	80	2.26	110	11.145
51	2.26	81	6.645	111	11.145
52	6.645	82	11.145	112	11.145
53	11.145	83		113	11.145
54		84		114	11.145
55		85		115	11.145
56		86		116	11.145
57		87		117	11.145

Line	Distance	Line	Distance	Line	Distance
1	9.275	31	19.955	61	11.145
2	19.955	32	38.935	62	11.145
3	30.4	33	41.85	63	11.145
4	41.85	34	22.155	64	11.145
5	22.155	35	39.495	65	11.145
6	39.495	36	13.6	66	11.145
7	13.6	37	18.7	67	11.145
8	18.7	38	15.87	68	11.145
9	15.87	39	20.115	69	11.145
10	20.115	40	18.865	70	11.145
11	18.865	41	20.93	71	11.145
12	20.93	42	31.13	72	11.145
13	31.13	43	27.675	73	11.145
14	27.675	44	31.805	74	11.145
15	31.805	45	25.195	75	11.145
16	25.195	46	21.845	76	11.145
17	21.845	47	24.685	77	11.145
18	24.685	48	19.73	78	11.145
19	19.73	49	13.82	79	11.145
20	13.82	50	58.51	80	11.145
21	58.51	51	36.325	81	11.145
22	36.325	52	57.915	82	11.145
23	57.915	53	35.005	83	11.145
24	35.005	54	60.635	84	11.145
25	60.635	55	16.285	85	11.145
26	16.285	56	16.915	86	11.145
27	16.915	57	24.425	87	11.145
28	24.425	58	30.65	88	11.145
29	30.65	59	7.85	89	11.145
30	7.85	60	5.935	90	11.145
31	5.935	61	31.945	91	11.145
32	31.945	62	23.75	92	11.145
33	23.75	63	51.09	93	11.145
34	51.09	64	7.565	94	11.145
35	7.565	65	3.6	95	11.145
36	3.6	66	11.125	96	11.145
37	11.125	67	13.525	97	11.145
38	13.525	68	17.125	98	11.145
39	17.125	69	14.57	99	11.145
40	14.57	70	5.64	100	11.145
41	5.64	71	6.105	101	11.145
42	6.105	72	3.095	102	11.145
43	3.095	73	4.6	103	11.145
44	4.6	74	2.74	104	11.145
45	2.74	75	2.2	105	11.145
46	2.2	76	10.665	106	11.145
47	10.665	77	5.35	107	11.145
48	5.35	78	7.35	108	11.145
49	7.35	79	1.505	109	11.145
50	1.505	80	2.26	110	11.145
51	2.26	81	6.645	111	11.145
52	6.645	82	11.145	112	11.145
53	11.145	83		113	11.145
54		84		114	11.145
55		85		115	11.145
56		86		116	11.145
57		87		117	11.145

156	10.71
157	9.62
158	22.45
159	18.77
160	8.22
161	6.34
162	5.66
163	13.025
164	29.165
165	27.77
166	24.72
167	18.03
168	20.3
169	12.2

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

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

Pursuant to Section 88B of the Conveyancing Act 1919 – 1964 it is intended to create:-

- 1) Right of Access 26.3 wide (A)
- 2) Positive Covenant
- 3) Restriction on the Use of Land

**THE COMMON SEAL of**  
**ST MARYS LAND LIMITED**  
was hereunto affixed by the  
authority of the Directors  
in the presence of:



*Simon Dennis Basheer*  
DIRECTOR

*Kenneth Leslie James*  
SECRETARY

Use PLAN FORM 6A  
for additional certificates, signatures, seals and statements

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and  
Assessment Act 1979 have been satisfied in relation to:

the proposed **SUBDIVISION** set out herein  
(insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: **PENRITH CITY COUNCIL**  
Date of Endorsement: **24/9/08**  
Accreditation no: .....  
Subdivision Certificate no: **077/08**  
File no: **DA 07/0493**

\* Delete whichever is inapplicable.



DP1132380 S

Registered: 28.11.2008

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 3 DP1104194

LGA: Penrith

Locality: Ropes Crossing

Parish: Rooty Hill

County: Cumberland

Surveying Regulation, 2006

I, Christopher John Crane.....  
of Whelans, DX288, Sydney .....  
a surveyor registered under the *Surveying Act, 2002*, certify that the  
survey represented in this plan is accurate, has been made in  
accordance with the *Surveying Regulation, 2006* and was completed  
on 30 September 2007.....

The survey relates to .  
subdivision of Lot 3 DP1104194.....

(specify the land actually surveyed or specify any land shown in the  
plan that is not the subject of the survey)

Signature *C. Crane* Dated: **30/11/07**  
Surveyor registered under the *Surveying Act, 2002*

Datum Line: "X" – "Y".....  
Type: Urban/Rural

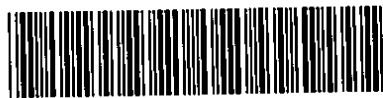
Plans used in the preparation of survey/compilation  
DP1104194 DP1038166 DP1079444  
DP223888

(if insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: C199-DP2-001-Plan Form 6

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 1 of 3 sheets)



**DP1132380 B**

Plan of Subdivision of Lot 3 in DP 1104194  
covered by Subdivision Certificate

No Cc 077/08 of 24/9/08 .....

Full name and address of the owner of the  
land:

St Marys Land Limited  
ABN 38 088 278 602  
Level 4, 30 The Bond  
30 Hickson Road  
SYDNEY NSW 2000

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Right of Access 26.3 wide	1	That part of Lot 5 DP111061 designated (AA) on the plan
2.	Positive Covenant	1 and Part of Lot 5 DP1110661	Penrith City Council
3.	Restriction on the Use of Land	1 and 2	Penrith City Council

**PART 2 (Terms)**

**1. TERMS OF RIGHT OF ACCESS NUMBERED ONE IN THE PLAN**

Right of Access within the meaning of Part 14 of Schedule 8 of the Act as amended,  
except that the right extends to the Owner's employees, agents, visitors and invitees  
(with or without vehicles).

**2 TERMS OF POSITIVE COVENANT NUMBERED TWO IN THE PLAN**

The Owner will in respect of the right of access within the Benefited Lot numbered  
number one in the Plan:

- (a) maintain the driveway surface and any associated drainage system in  
reasonable working condition

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 3 sheets)

**DP1132380**

Plan of Subdivision of Lot 3 in DP 1104194  
covered by Subdivision Certificate

No CC077/08 of 24/9/08 .....

- (b) repair and/or restore any or all of the driveway surface and associated drainage system as nearly as practicable, to its former condition, and
- (c) share the costs of the abovementioned works equally (or proportionally to usage) with all other proprietors of other lots similarly burdened by this covenant.

**3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED THREE IN THE PLAN**

No further development of the Burdened Lots to take place unless it is approved by development consent granted by Council. Such approval is likely to require but not restricted to, construction of road and drainage works, the provision of lot fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal archaeology, bushfire protection and suitability of the lot for any intended use.

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
EASEMENT, POSITIVE COVENANT AND RESTRICTION NUMBERED ONE, TWO AND  
THREE IN THE PLAN**

Penrith City Council

**DEFINITIONS**

- 1. In this instrument:
  - (a) unless repugnant to the context words importing any particular gender shall include all other genders and words importing to the singular number shall include the plural and vice versa, and
  - (b) if there shall be more than one person responsible hereunder as the Owner the liability of all such persons shall be both joint and several.
- 2. In this instrument, the following words shall have the meanings given:
  - "Act"** means the *Conveyancing Act 1919*.
  - "Benefited Lot"** means any lot which has the benefit of an easement created by the Plan.

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 3 sheets)

**DP1132380**

Plan of Subdivision of Lot 3 in DP 1104194  
covered by Subdivision Certificate

No SC077/08 of 24/9/08

**"Burdened Lot"** means any lot burdened by a restriction on the use of land or positive covenant or an easement created by the Plan and includes:

- (i) each and every part of a Burdened Lot, and
- (ii) each and every lot created hereafter pursuant to each and every subdivision of the Burdened Lot or any part thereof.

**"Council"** means Penrith City Council.

**"Owner"** means the registered proprietor from time to time of the Burdened Lot (including those claiming under or through the registered proprietor).

**"Plan"** means the plan of subdivision to which this instrument relates.

THE COMMON SEAL OF **ST MARYS  
LAND LIMITED** ABN 38 088 278 602  
WAS HERETO AFFIXED BY THE  
AUTHORITY OF THE DIRECTORS  
IN THE PRESENCE OF



A handwritten signature in black ink, appearing to read 'Simon Dennis Basheer'.

Signature of Director

**Simon Dennis Basheer**

Name of Director

A handwritten signature in black ink, appearing to read 'Kenneth Leslie James'.

Signature of ~~Director~~/Secretary

**Kenneth Leslie James**

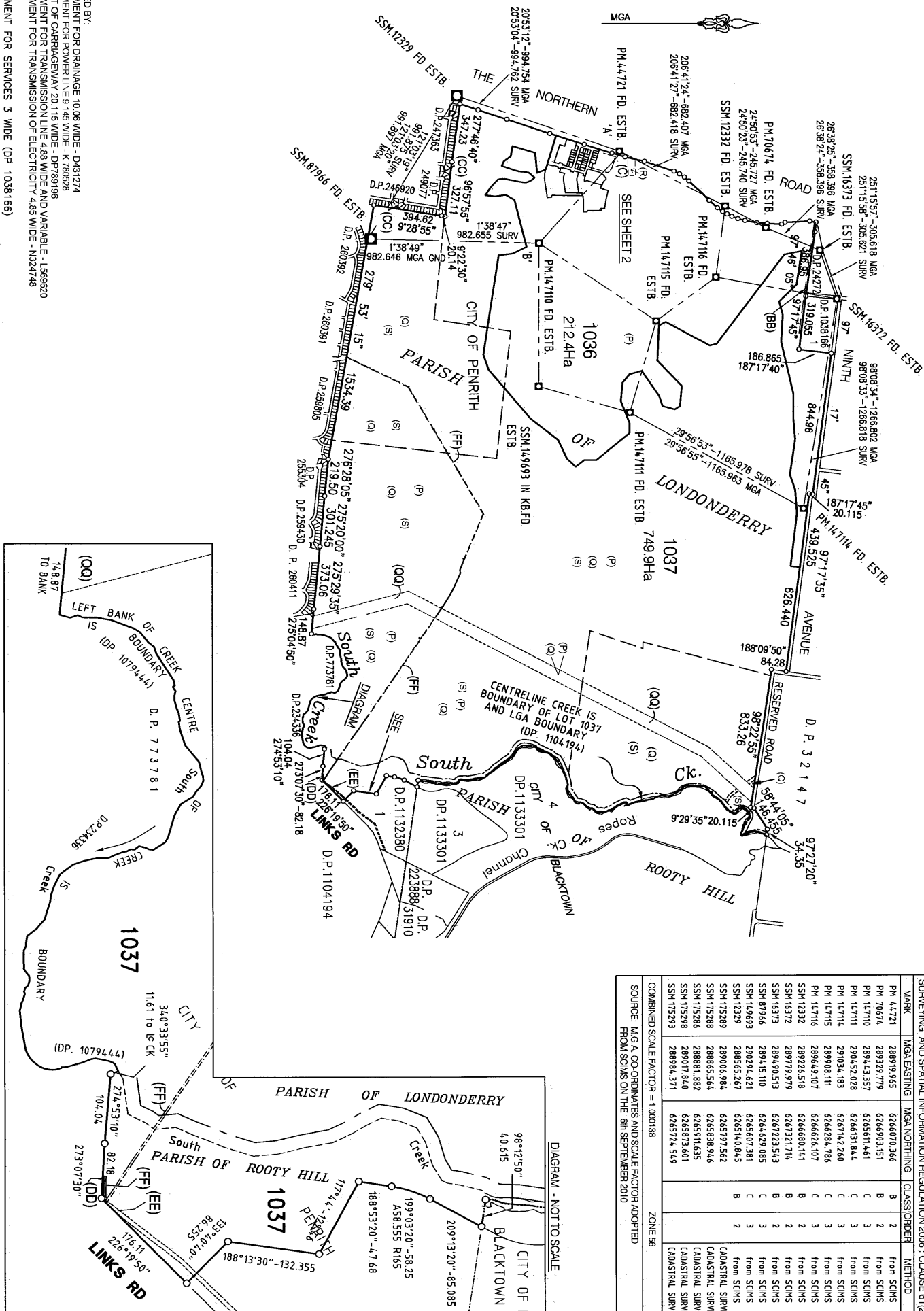
Name of ~~Director~~/Secretary

REGISTERED

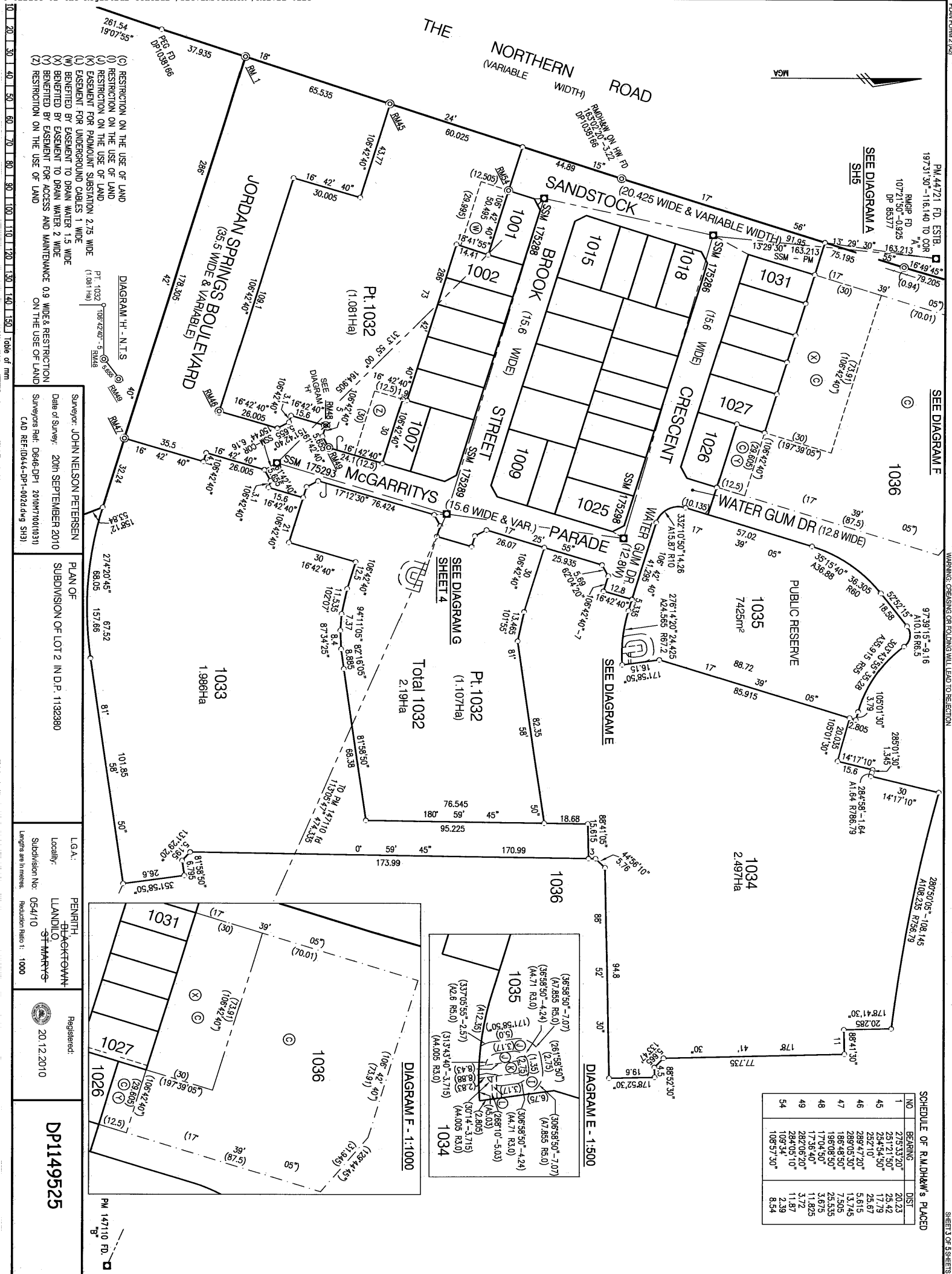


28.11.2008

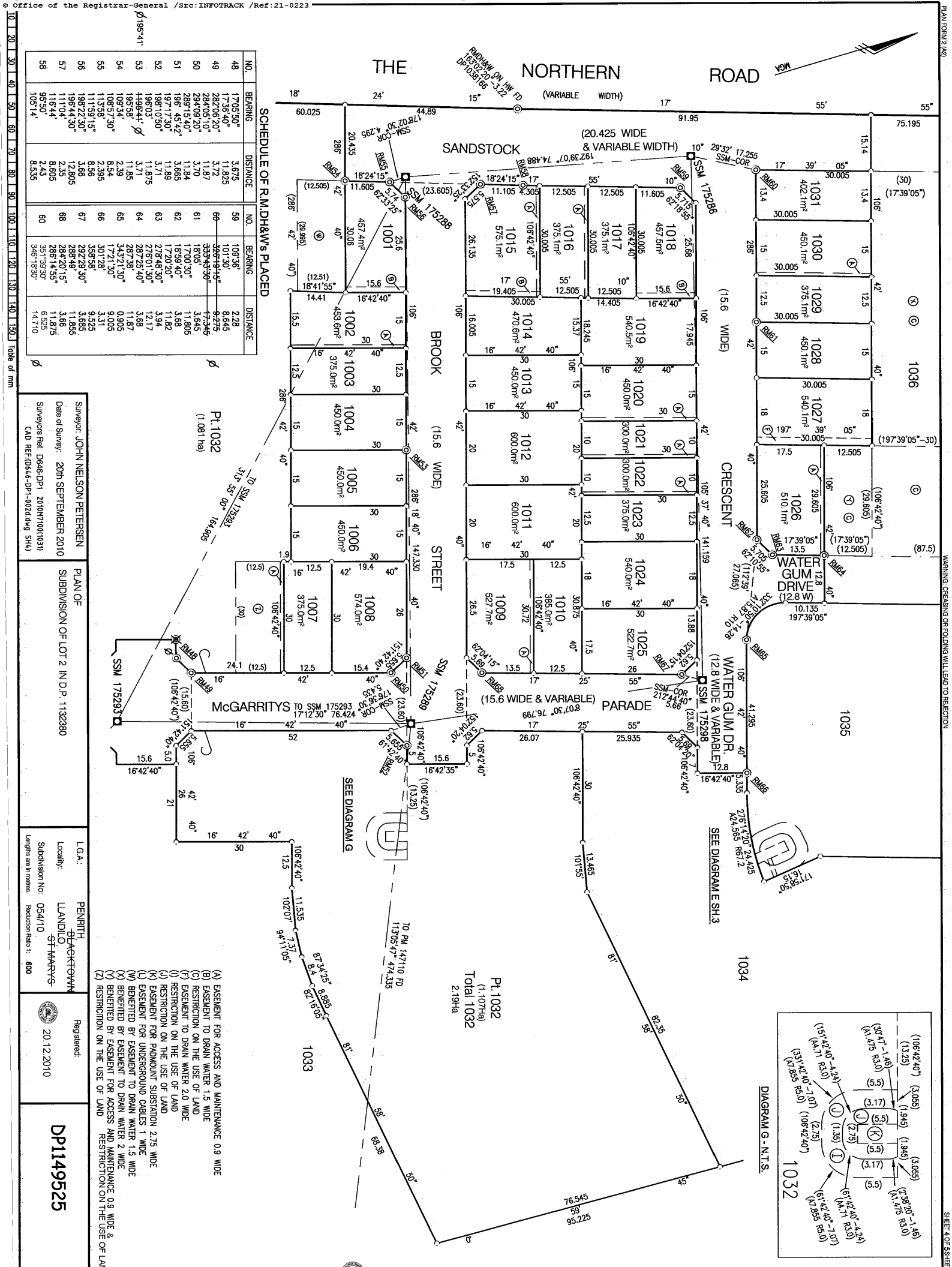
A handwritten signature in black ink, appearing to read 'D. W. L.'.  
Authorised Officer  
Penrith City Council













PLAN FORM 6

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (A)
4. RESTRICTION ON THE USE OF LAND
5. POSITIVE COVENANT
6. RESTRICTION ON THE USE OF LAND
7. RESTRICTION ON THE USE OF LAND (C)
8. EASEMENT TO DRAIN WATER 1.5 WIDE (B)
9. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (K)
10. RESTRICTION ON THE USE OF LAND (J)
11. RESTRICTION ON THE USE OF LAND (I)
12. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (L)
13. RESTRICTION ON THE USE OF LAND (D)
14. POSITIVE COVENANT (E)
15. EASEMENT TO DRAIN WATER 2.0 WIDE (F)
16. RESTRICTION ON THE USE OF LAND

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify  
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature: .....

Date: .....

File Number: .....

Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed SUBDIVISION set out herein  
(insert 'subdivision' or 'new road')

\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: PENRITH CITY COUNCIL

Date of Endorsement: 19/11/10

Accreditation no: .....

Subdivision Certificate no: 054/10

File no: DA 09/0809

\* Strike through inapplicable parts.



DP1149525 S



Office Use Only

Registered: 20.12.2010

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

PLAN OF SUBDIVISION OF  
LOT 2 D.P. 1132380

LGA: CITY OF PENRITH, ~~BLACKTOWN~~

Locality: LLANDILO, ~~ST MARYS~~

Parish: LONDONDERRY & ROOTY HILL

County: CUMBERLAND

Survey Certificate

I, JOHN NELSON PETERSEN.....

of WHELAN'S INSITES DX 288 SYDNEY.....

a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: 20th. SEPTEMBER 2010.....

The survey relates to ..... Lots 1001-1036 INCL.....

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature John N Petersen Dated: 13/10/2010

Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: 'A'-B'.....

Type: Urban/Rural

Plans used in the preparation of survey/compilation

DP 1132380 DP 234163  
DP 1110661 DP 1104194  
DP 1132380 DP 85377  
DP 234336  
DP 1038166  
DP 1079444

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: D646-DP1

2010M7100(1031)

PLAN FORM 6A

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 2 IN  
D.P. 1132380

DP1149525

Office Use Only

Office Use Only

Registered:



20.12.2010

Subdivision Certificate No.: 054/10

Date of Endorsement: 19/11/10

IT IS INTENDED TO DEDICATE JORDAN SPRINGS BOULEVARD (35.5 WIDE & VARIABLE), McGARRITYS PARADE, (15.6 WIDE & VARIABLE), BROOK STREET (15.6 WIDE), SANDSTOCK CRESCENT (20.425 & 15.6 WIDE & VARIABLE WIDTH) AND WATER GUM DRIVE (12.8 WIDE & VARIABLE) TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO DEDICATE LOT 1035 TO THE PUBLIC AS PUBLIC RESERVE.

THE COMMON SEAL of  
ST MARYS LAND LIMITED  
was hereunto affixed by the  
authority of the Directors  
in the presence of:



Kenneth Leslie James  
Secretary

Simon Dennis Basheer  
Director

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
 LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
 SECTION 88B OF THE CONVEYANCING ACT 1919**



**DP1149525 B**

(Sheet 1 of 14 sheets)

Plan of Subdivision of Lot 2 in DP 1132380  
 covered by Subdivision Certificate

No. CC054/10 of 19/11/10

Full name and address of the owner of the  
 land:

St Marys Land Limited  
 ABN 32 088 278 602  
 Level 4, 30 The Bond  
 30 Hickson Road  
 Millers Point NSW 2000

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1.	Restriction on the Use of Land	1001 to 1031 inclusive	Every other lot
2.	Restriction on the Use of Land	1001 to 1031 inclusive	Penrith City Council
3.	Easement for Access and Maintenance 0.9 wide (A)	1002 1032 1009 1015 1016 1020 1021 1022 1026 1030	1003 1007 1010 1016 1017 1021 1022 1023 That part of 1036 marked "Y" 1029

Authorised Officer  
 Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
 INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
 LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
 SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 2 of 14 sheets)


Plan:

**DP1149525**

Plan of Subdivision of Lot 2 in DP 1132380  
 covered by Subdivision Certificate

No CC 95410 of 19/11/10

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
4.	Restriction on the Use of Land	1002, 1003, 1007 1009, 1010, 1015 to 1017 inclusive, 1020 to 1023 inclusive, 1026, 1029, 1030, that part of 1032 marked "Z" & that part of 1036 marked "Y"	Penrith City Council
5.	Positive Covenant	1001, 1015 to 1018 inclusive & 1031	Penrith City Council
6.	Restriction on the Use of Land	1036 & 1037	Penrith City Council
7.	Restriction on the Use of Land (C)	That part of 1036 marked "C"	1026 to 1031 inclusive
8.	Easement to Drain Water 1.5 wide (B)	1001  1015 1018	That part of 1032 marked "W" 1016 1017
9.	Easement for Padmount Substation 2.75 wide (K)	1032 and 1035	Integral Energy Australia
10.	Restriction on the Use of Land (J)	That part of 1032 and 1035 marked "J"	Integral Energy Australia

  
 Authorised Officer  
 Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF  
LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B OF THE CONVEYANCING ACT 1919**

(Sheet 3 of 14 sheets)

Plan:

**DP1149525**

Plan of Subdivision of Lot 2 in DP 1132380  
covered by Subdivision Certificate

No CC054/10 of 19/11/10

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
11.	Restriction on the Use of Land (I)	That part of 1032 and part of 1035 marked "I"	Integral Energy Australia
12.	Easement for Underground Cables 1 wide (L)	1035	Integral Energy Australia
13.	Restriction on the Use of Land (D)	That part of 1036 marked "D"	Penrith City Council
14.	Positive Covenant (E)	That part of 1036 marked "E"	Penrith City Council
15.	Easement to Drain Water 2.0 wide (F)	1027	That part of 1036 marked "X"
16.	Restriction on the use of Land	1031	Penrith City Council

**PART 2 (Terms)**

**1. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED ONE IN THE PLAN**

- (a) The Burdened Lot shall not be used for any purpose other than as a site for residential premises.
- (b) No building shall be constructed on the Burdened Lot, and the Owner shall not make application to Council for a development consent to approve a building to be constructed on the Burdened Lot, unless the building and ancillary



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Penrith City Council

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No CC054/10 of 19/11/10

landscaping and fencing complies with the Building and Siting Guidelines which St Marys Land Limited (**SML**) requires to apply to the Development from time to time.

(c) The Owner must not do any of the following unless and until the Owner obtains the prior written approval of SML:

- (i) erect any building or structure
- (ii) carry out any siteworks (including fencing, excavation, filling or retaining walls)
- (iii) erect a fence or wall
- (iv) erect any external sign, hoarding, tank, clothes line, letter box, mast, pole, television antenna, satellite dish or radio aerial either freestanding or fixed to any building, or
- (v) erect or place any external floodlights or spotlights or any lights illuminating any pool or tennis court or other similar enclosure.

SML will not unreasonably or capriciously refuse or withhold any such approval. A refusal shall not be or be deemed unreasonable or capricious if an expert in the field as nominated by both parties shall have certified that the proposed works:

- (A) do not comply with the Building and Siting Guidelines
  - (B) do not conform with the general standards of design and planning of the Development, or
  - (C) are undesirable by reason of the effect they would have upon the Development, appearance, health or amenity of the Development or any part of it.
- (d) The Burdened Lot will not be subdivided other than whilst SML shall be the owner.
- (e) (i) The Owner (other than whilst SML shall be the owner) shall not lease or transfer the Burdened Lot before 31 December 2020 unless a



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covered by Subdivision Certificate

No CC054/10 of 19/11/10 .....

dwelling approved by SML in accordance with paragraph (b) has been  
completed upon the Burdened Lot, and

- (ii) Sub-paragraph (e) (i) shall not apply in the case of a transfer of the  
Burdened Lot from the executor of the will or the administrator of the  
estate of the Owner to a person entitled to the Burdened Lot under the  
will or upon the intestacy of the Owner,

**PROVIDED ALWAYS THAT** SML may from time to time in its absolute  
discretion by written instrument modify waive or release any of these restrictions  
on the use of land in respect of the Burdened Lot.

- (f) These restrictions on the use of the land shall expire and have no further force  
or effect upon the Sunset Date.

**2. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED TWO IN THE  
PLAN**

- (a) The Owner must not erect any retaining wall which will be publicly visible or  
which has a proposed height in excess of 900 mm on the Burdened Lot  
unless it is a masonry retaining wall.
- (b) No building shall be constructed on the Burdened Lot which has a two storey  
zero lot line wall. The second or upper storey dwelling component on the  
Burdened Lot above the single storey zero lot line wall must be set back a  
minimum distance of 900 mm from the lot boundary other than any upper  
storey eaves and gutter components which must be set back a minimum of  
450 mm from the boundary of the Burdened Lot.
- (c) The Owner must not erect or allow to remain on the Burdened Lot any eaves,  
guttering or services to overhang the boundary of the Burdened Lot.
- (d) Any future building platform on the Burdened Lot is to be minimised above  
natural ground level. In addition, the use of drop edge beams is encouraged  
over the use of retaining walls.

**3. TERMS OF EASEMENT FOR ACCESS AND MAINTENANCE 0.9 WIDE (A)  
NUMBERED THREE IN THE PLAN**

- (a) The proprietor of the Benefited Lot and persons authorised by him may:



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Penrith City Council

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- (i) enter upon the Burdened Lot but only within the site of this easement
  - (ii) do anything reasonably necessary for the purpose of renewing, replacing, painting, repairing and maintaining the dwelling adjacent to this easement
  - (iii) remain on the site of this easement for any reasonable time for the said purposes, and
  - (iv) provide a 650 mm drop edge beam to all zero boundary construction walls, and if required to retaining walls also.
- (b) In exercising those powers the proprietor of the Benefited Lot must:
- (i) cause as little inconvenience to the Owner or occupier of the Burdened Lot
  - (ii) cause as little damage as possible to the Burdened Lot, and
  - (iii) restore as nearly as is practicable the Burdened Lot to its former condition.
- (c) The Owner shall not do the following over the site of the easement:
- (i) carry out any excavation or filling greater than 500 mm. Any excavation or filling shall be located and retained so as not to impact on any adjoining building, structure or property
  - (ii) erect any building or other structure of any kind other than the eaves and gutter on the first floor storey of any building or structure on the Burdened Lot, or
  - (iii) place any obstructions, for example, services such as electrical meter boxes, stormwater or sewer pipes or eaves but excepting any fascia and gutter on the ground floor.

**4. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED FOUR IN THE PLAN**

No dispute resolution arising from the use of the easement for access and maintenance and repair or maintenance and repair of the zero lot line walls numbered



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Plan of Subdivision of Lot 2 in DP 1132380  
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three in the Plan shall involve the Council. This is the responsibility of the Owners and the proprietors of the Benefited and should be resolved in a court of appropriate jurisdiction.

**5. TERMS OF POSITIVE COVENANT NUMBERED FIVE IN THE PLAN**

The Owner must ensure that the dwelling on the Burdened Lot must be designed to achieve internal noise levels which do not on a daily basis exceed 55 decibels during the hours of 7 am to 10 pm and 50 decibels during the hours of 10 pm to 7 am. Certification that the dwelling achieves these criteria shall be provided by a suitably qualified building assessor.

**6. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED SIX IN THE PLAN**

No further development of any Burdened Lot is to take place unless it is approved by development consent. Such approval is likely to require, but not be restricted to, provision of services (water, sewer, electricity, gas and telephone), construction of road and drainage works, the provision of lot fill and the consideration of relevant issues such as flora/fauna, potential site contamination, Aboriginal archaeology, bushfire protection, garbage collection, provision of visitor car parking, compliance with the Western Precinct Development Control Strategy and suitability of the Burdened Lot for any intended use.

**7. TERMS OF RESTRICTION ON THE USE OF LAND (C) NUMBERED SEVEN IN THE PLAN**

- (a) Prior to the commencement of any building works on the Benefited Lot, the Burdened Lot must be managed as an 'Inner Protection Area' as outlined within the 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for asset protection zones'.
- (b) This restriction can be extinguished upon commencement of any future proposed development on an adjacent Burdened Lot, but only if the hazard is removed as part of the proposal.

**8. TERMS OF EASEMENT TO DRAIN WATER 1.5 WIDE (B) NUMBERED EIGHT IN THE PLAN**

An easement to drain water within the meaning of Part 3 of Schedule 8 of the Act as amended.

  
\_\_\_\_\_  
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Plan:

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Plan of Subdivision of Lot 2 in DP 1132380  
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**9. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (K)  
NUMBERED NINE IN THE PLAN**

An easement for padmount substation in the terms set out in Memorandum 9262886  
filed in the office of the Land and Property Management Authority, New South Wales.

**10. TERMS OF RESTRICTION ON THE USE OF LAND (J) NUMBERED TEN IN THE  
PLAN**

(a) No building shall be erected or permitted to remain within the restriction site  
unless:

- (i) the external surface of the building erected within 1.5 metres from the  
substation footing has a 120/120/120 fire rating, and
- (ii) the external surface of the building erected more than 1.5 metres from  
the substation footing has a 60/60/60 fire rating

and the Owner provides the authority benefited with an engineer's certificate  
to this effect.

(b) The fire ratings mentioned in paragraph (a) above must be achieved without  
the use of fire fighting systems such as automatic sprinklers.

(c) Definitions:

**"120/120/120 fire rating"** and **"60/60/60 fire rating"** means the fire  
resistance level of a building expressed as a grading period in minutes for  
structural adequacy / integrity failure / insulation failure calculated in  
accordance with Australian Standard 1530.

**"building"** means a substantial structure with a roof and walls and includes  
any projections from the external walls.

**"erect"** includes construct, install, build and maintain.

**"restriction site"** means that part of the Burdened Lot affected by the  
restriction on the use of land numbered ten as shown on the Plan ~~up to a  
maximum height of 6 metres from the level of the substation footing.~~

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

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**11. TERMS OF RESTRICTION ON THE USE OF LAND (I) NUMBERED ELEVEN IN  
THE PLAN**

- (a) No swimming pool or spa shall be erected or permitted to remain within the restriction site.
- (b) In this restriction, the following words shall have the meanings given:
  - (i) "erect" includes construct, install, build and maintain.
  - (ii) "restriction site" means that part of the Burdened Lot affected by the restriction on the use of land numbered eleven as shown on the Plan.

**12. TERMS OF EASEMENT FOR UNDERGROUND CABLES 1 WIDE (L) NUMBERED  
TWELVE IN THE PLAN**

An easement for underground cables in the terms set out in Memorandum 9262885 filed in the office of Land and Property Information New South Wales.

**13. TERMS OF RESTRICTION ON THE USE OF LAND (D) NUMBERED THIRTEEN IN  
THE PLAN**

- (a) The Owner covenants as follows with the authority benefited in respect to the Device constructed and or installed on the Burdened Lot that they will not without the prior and express written consent of the authority benefited:
  - (i) do any act, matter or thing which would prevent the Device from operating in a safe and efficient manner
  - (ii) make or permit or suffer the making of any alterations or additions to the Device, or
  - (iii) allow any development within the meaning of the *Environmental Planning and Assessment Act 1979* to encroach upon the Device.
- (b) This restriction shall bind all persons who are or claim under the owner as stipulated in section 88E of the Act.



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**14. TERMS OF POSITIVE COVENANT (E) NUMBERED FOURTEEN IN THE PLAN**

- (a) The Owner covenants as follows with the authority benefited in respect of the Device constructed and or installed on the Burdened Lot, that they will:
- (i) keep the device clean and free from silt, rubbish and debris
  - (ii) maintain and repair the Device at the sole expense of the owner, so that it functions in a safe and efficient manner, for a period of three years from the date of practical completion of relevant works of the sub-catchment
  - (iii) for the purposes of ensuring observance of this covenant, permit Council or authorised agent(s) from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter the Burdened Lot and inspect the condition of the Device and the state of construction, maintenance or repair of the Device for compliance with the requirements of this covenant
  - (iv) notify Council after each programmed maintenance inspection, and
  - (v) comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice, to ensure the proper and efficient performance of the Device and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.
- (b) Pursuant to section 88F(3) of the Act, the Council shall have the following additional powers pursuant to this covenant:
- (i) in the event that the Owner fails to comply with the terms of any written notice issued by the Council as set out above, the Council may enter the Burdened Lot with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the said notice referred to in paragraph 14(a)(v), and
  - (ii) Council may recover from the Owner in a court of competent jurisdiction:



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Penrith City Council

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- (i) any expense reasonably incurred by it in exercising its powers in paragraph 14(b)(i). Such expense shall include reasonable wages for employees engaged in effecting, supervising and administering the said work, together with costs, reasonably estimated by Council, for the use of materials, machinery, tools and equipment used in conjunction with the said work, and
  - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with costs, charges and expenses of registration of a covenant pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.
- (c) This covenant shall bind all persons who are or claim under the owner as stipulated in section 88E(5) of the Act.

**15. TERMS OF EASEMENT TO DRAIN WATER 2.0 WIDE (F) NUMBERED FIFTEEN IN THE PLAN**

An easement to drain water within the meaning of Part 3 of Schedule 8 of the Act as amended.

**16. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED SIXTEEN IN THE PLAN**

The western boundary of the Burdened Lot shall not be used nor shall any part thereof be used as a means of vehicular or pedestrian access or route to or from any part of Sandstock Crescent and no Owner shall pass or repass nor shall that Owner permit or authorise any of his employees, visitors or authorised persons to pass or repass across the western boundary between Sandstock Crescent and the Burdened Lot without consent of the Council (which consent may at any time be revoked by the said Council at its absolute discretion)

**NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
RESTRICTION NUMBERED ONE IN THE PLAN**

St Marys Land Limited

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS A PRENDRE  
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NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
EASEMENTS NUMBERED THREE, EIGHT AND FIFTEEN AND THE RESTRICTIONS  
NUMBERED TWO, FOUR, SIX, SEVEN, THIRTEEN AND SIXTEEN AND POSITIVE  
COVENANT NUMBERED FIVE AND FOURTEEN

Penrith City Council

NAME OF AUTHORITY EMPOWERED TO RELEASE VARY OR MODIFY THE  
EASEMENTS NUMBERED NINE AND TWELVE AND THE RESTRICTIONS NUMBERED  
TEN AND ELEVEN

Integral Energy Australia

**DEFINITIONS & INTERPRETATION**

1. In this instrument:

- (a) unless repugnant to the context words importing any particular gender shall include all other genders and words importing to the singular number shall include the plural and vice versa, and
- (b) if there shall be more than one person responsible hereunder as the Owner the liability of all such persons shall be both joint and several.

2. In this instrument, the following words shall have the meanings given:

**"Act"** means the *Conveyancing Act 1919*.

**"Benefited Lot"** means any lot which has the benefit of an easement or restriction created by the Plan.

**"Building and Siting Guidelines"** means the Building and Siting Guidelines which regulate all building and ancillary landscaping work within the Development of which the Burdened Lot forms part as may be varied from time to time.

**"Burdened Lot"** means any lot burdened by a restriction on the use of land, positive covenant or an easement created by the Plan and includes:

- (i) each and every part of a Burdened Lot, and

  
\_\_\_\_\_  
Authorised Officer  
Penrith City Council



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- (ii) each and every lot created hereafter pursuant to each and every subdivision of the Burdened Lot or any part thereof.

**"Council"** means Penrith City Council.

**"Development"** means the proposed residential development of the Western Precinct.

**"Device"** means the stormwater quality improvement device(s) constructed and or installed on the Burdened Lot as detailed on the plans approved by Council as Construction Certificate No. CCX10/0012 on 11 May 2010 including all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins and surfaces designed to treat stormwater, as well as all surfaces graded to direct stormwater to the device.

**"Owner"** means the registered proprietor from time to time of the Burdened Lot (including those claiming under or through the registered proprietor).

**"Plan"** means the plan of subdivision to which this instrument relates.

**"SML"** means St Marys Land Limited ABN 32 088 278 602 the registered proprietor of the land and includes its successor, permitted assigns, any attorney, delegate or appointees of St Marys Land Limited.

**"Sunset Date"** means the first to occur of:

- (i) 31 December 2020, and
- (ii) two years after the date an occupancy certificate is issued to the Owner of a dwelling approved by SML to be erected within the Development upon the last remaining lot in the Development such that there are then no further vacant lots in the Development (excluding any lot upon which no dwelling is permitted to be erected).

**"Western Precinct"** means the land comprised in lot 2 in deposited plan 1132380.



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Penrith City Council

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(Sheet 14 of 14 sheets)

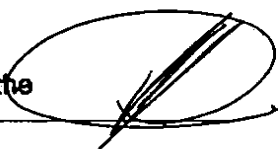
**DP1149525**


Plan of Subdivision of Lot 2 in DP 1132380  
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**THE COMMON SEAL of**  
**Signed by St Marys**  
**Land Limited** was hereunto affixed by the  
authority of the Directors  
in the presence of:

  
Common Seal  
A.C.N.  
088 278 602

  
**Kenneth Leslie James**  
office (director or secretary)  
**Secretary**  
full name

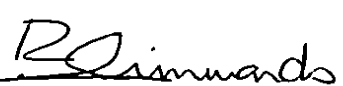
  
**Simon Dennis Basheer**  
office (director or secretary)  
**Director**  
full name

  
Signed by Integral  
Energy Australia by  
its attorney under  
power of attorney  
book 45094573  
no 838 297

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

Geoffrey Reithmuller (attorney)  
Network Property Manager  
full name (attorney)

URS 11231

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

Raymond Simmonds  
full name (witness) C/- Integral Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148  
address (witness)

REGISTERED

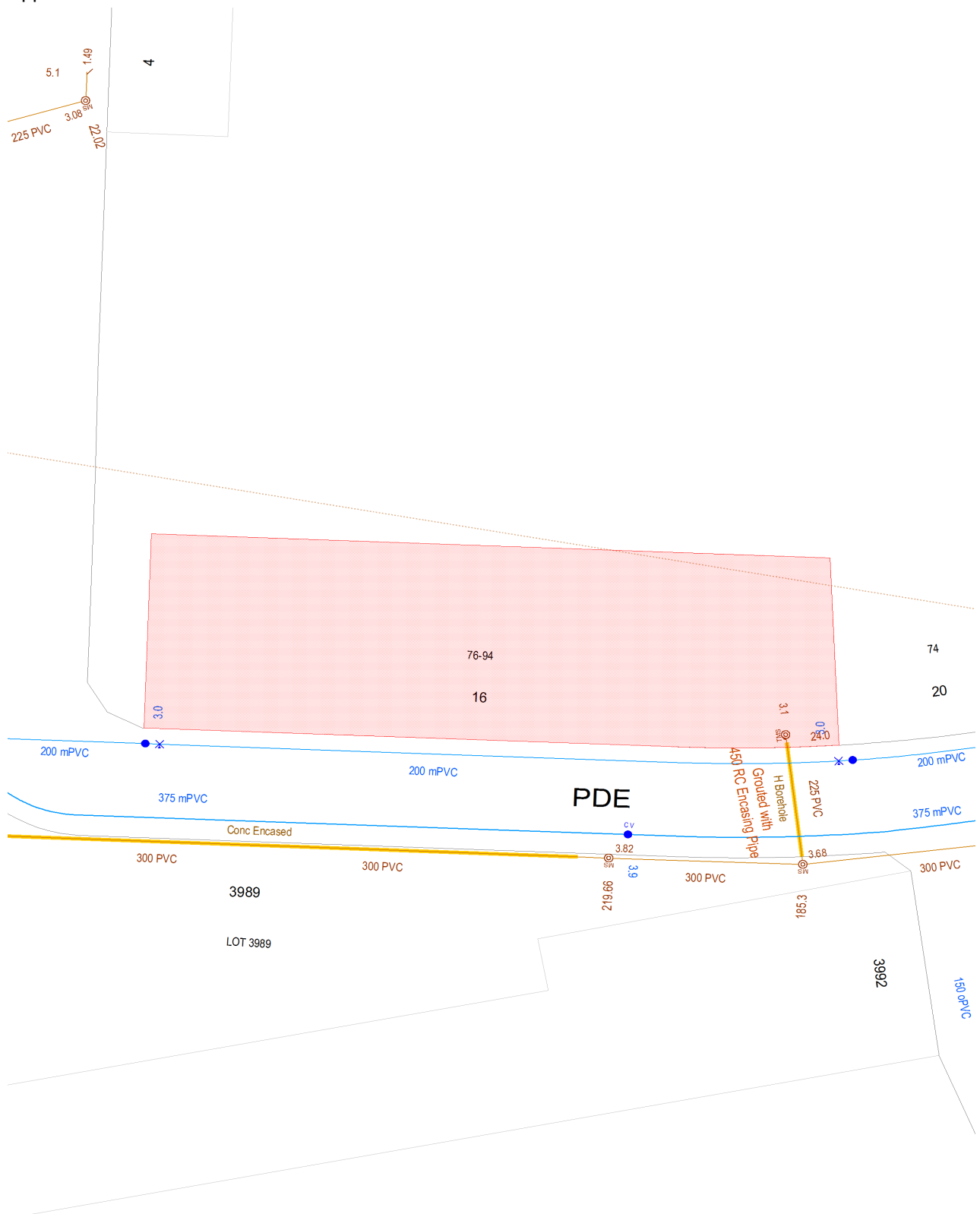


20.12.2010

JSHVHZ3F0W

  
Authorised Officer  
Penrith City Council

**Service Location Print**  
Application Number: 8000878302



Document generated at 09-07-2021 08:03:52 AM

## Disclaimer

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

# Asset Information

## Legend

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

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## Pipe Types

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

## Further Information

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

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

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

### Disclaimer

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

9 July 2021

**Infotrack Pty Limited**

**Reference number: 8000878303**

**Property address: 76-94 Lakeside Pde Jordan Springs NSW 2747**

## **Sewer service diagram is not available**

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley  
Manager Business Customers

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

Property No: 792212  
Your Reference: 2000N-33475  
Contact No:

Issue Date: 30 September 2019  
Certificate No: 19/03923

Issued to: The Search People  
GPO Box 1585  
SYDNEY NSW 2001

PRECINCT 030

**DESCRIPTION OF LAND**

**County:** CUMBERLAND

**Parish:** LONDONDERRY

**Location:** 76-94 Lakeside Parade JORDAN SPRINGS NSW 2747

**Land Description:** Lot 16 DP 1195110

**- PART 1 PRESCRIBED MATTERS -**

In accordance with the provisions of Section 10.7(2) 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 No. 255 - Exempt and Complying Development, gazetted 24 March 2000, as amended, applies to land within the City of Penrith. (Note: This plan does not apply to the land to which Sydney Regional Environmental Plan No.30 - St Marys applies, except as provided by clause 43 of SREP No. 30 - St Marys.)

Penrith Local Environmental Plan No. 258 - Consent for Dwelling Houses and Other Development, gazetted 29 June 2001, 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).

Sydney Regional Environmental Plan No.30 - St Marys, gazetted 19 January 2001, as amended, applies to the land.

**PLANNING CERTIFICATE UNDER SECTION 10.7**  
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Under the terms of Sydney Regional Environmental Plan No 30 - St Marys the land is zoned **Urban zone**

- (1) The objectives of the Urban zone are:
- (a) to ensure that buildings and works within the zone are primarily used for residential purposes and associated facilities, and
  - (b) to limit the range and scale of non-residential uses to ensure that they are compatible with residential amenity and primarily serve local residents, and
  - (c) to provide for local retailing and related services, including supermarkets, which will complement established centres in the Blacktown City and Penrith City local government areas and not have a significant adverse effect on the viability of established retail centres, and
  - (d) to provide for medium density residential development in locations which provide optimum access to employment, public transport and services, while ensuring residential amenity, and
  - (e) to promote home based industries where such activities are unlikely to adversely affect the living environment of neighbours, and
  - (f) to ensure that development adjacent to the Regional Park zone does not have a negative impact on biodiversity or conservation within that zone.
- (2) In the Urban zone:
- (a) development for the purpose of the following is allowed with the consent of the consent authority:  
advertisements, amusement centres, backpackers' hostels, bed and breakfast establishments, boarding houses, bush fire hazard reduction, Centre-based child care facilities, clubs, community facilities, drains, educational establishments, essential community services, exhibition homes, exhibition villages, fast food take-away restaurants, flood mitigation works, general stores, guesthouses, home activities, home businesses, hospitals, hotels, housing, local retail or commercial premises, medical centres, motels, nursing homes, parks, places of assembly, places of worship, professional consulting rooms, public buildings, recreation establishments, recreation facilities, regeneration activities, restaurants, retail plant nurseries, roads, service stations, shops.
  - (b) any other development (except that identified by this plan as exempt or complying) is prohibited.

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.33 - Hazardous and Offensive Development.

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

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

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

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.



## **PLANNING CERTIFICATE UNDER SECTION 10.7**

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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) 2013.

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.

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

***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 (Western Sydney Corridors) may apply to the land. Further information is available here: <https://www.transport.nsw.gov.au/corridors>.

On 22 June 2018, the NSW Government announced changes to the recommended alignments for the Western Sydney corridors, including continuing with the previously gazetted 1951 corridor for the Bells Line of Road Castlereagh Connection.

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.

Draft Standard Instrument (Local Environmental Plans) Order 2006 applies to the land.

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

Draft amendments to Sydney Regional Environmental Plan No. 30 - St Marys apply to the land.

**PLANNING CERTIFICATE UNDER SECTION 10.7**

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

Penrith Development Control Plan 2014 applies to the land.

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

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

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

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

**Penrith Local Environmental Plan No. 258 - Consent for Dwelling Houses and Other Development**

In addition to any controls detailed above Penrith Local Environmental Plan No. 258 - Consent for Dwelling Houses and Other Development sets out further circumstances where development consent will be required for particular development. A copy of this LEP is attached.

***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.)

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**3 COMPLYING DEVELOPMENT**

***HOUSING CODE***

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

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

***RURAL HOUSING CODE***

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

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

***LOW RISE MEDIUM DENSITY HOUSING CODE***

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

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

Please note that Council has been deferred from the application of Part 3B of the Low Rise Medium Density Housing Code until 1 July 2020. That Part will not apply to Penrith Local Government Area during this time.

***GREENFIELD HOUSING CODE***

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

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

***HOUSING ALTERATIONS CODE***

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

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***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.

**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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

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- (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 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.

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

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**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*).

**10A NATIVE VEGETATION CLEARING SET ASIDES**

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

**11 BUSH FIRE PRONE LAND**

All of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

**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.)



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**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.)

**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.)

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

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) The land is the subject of site audit statements within the meaning of the Contaminated Land Management Act 1997 - copies of which have been provided to Council. These statements and one accompanying site audit report can be viewed at Council. Interested parties should satisfy themselves as to the content and subject of these documents.

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).

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 relevant government departments.



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**10.7(5) Certificate**

**This Certificate is directed to the following  
relevant matters affecting the land**

When information pursuant to section 10.7(5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7(6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate.

Note:

- Council's 10.7(5) information does not include development consent or easement information. Details of development consents may be obtained by making enquiries with Council's Development Services Department pursuant to section 12 of the Local Government Act 1993 or (for development applications lodged after January 2007) by viewing the Online Services area at [www.penrithcity.nsw.gov.au](http://www.penrithcity.nsw.gov.au). Details of any easements may be obtained from a Title Search at Land and Property Information New South Wales.
- This certificate does not contain information relating to Complying Development Certificates.
- This certificate may not provide full details of development rights over the land.

**\* Threatened Species Conservation Act 1995**

When considering any development application Council must have regard to the Threatened Species Conservation Act 1995. Please note that this legislation may have application to any land throughout the city. Interested persons should make their own enquiries in regard to the impact that this legislation could have on this land.

\* The land is affected by a Tree Preservation Order.

**\* Contamination Studies**

This site has been the subject of contamination studies and remediation work has been undertaken. The following studies should be consulted for further information. (Copies may be inspected at the Department of Planning and Environment).

- Draft Stage 2 Audit of Decontamination of the ADI Limited (ADI) Former St Marys Munitions Factory.
- Site Investigation Report of St Marys Facility Ammunition and Missiles Division, Volume 4 - Discussions and Conclusions, ADI, June 1991.
- Validation Report for the Western Sector, ADI St Marys Facility, ADI Limited November 1994;
- Validation Report for the North Western Sector of the ADI St Marys Facility, Report No 498800, ADI Limited 1995;
- Remediation Action Plan for the Southern Sector, ADI St Marys Facility, Report No 498810, issue 1, ADI Limited 1995;
- Validation Report for the Southern Sector West of the ADI St Marys Property, Report No 498810, ADI Limited 1996;
- Validation Report for the Southern Sector East of the ADI St Marys Property, Report No 498810, ADI Limited 1996;
- Remediation Action Plan for the Northern Sector, ADI St Marys Facility, Report No 498820, ADI Limited 1996;
- Validation Report for the Northern Sector of the ADI St Marys Property, Report No 498820, ADI Limited 1996;

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

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- Remediation Action Plan for the Eastern Sector of the ADI St Marys Property, Report No 498830, ADI Limited 1996;
  - Remediation Action Plan for Central Eastern Sector, ADI St Marys Facility, Report No 498840, ADI Limited 1996;
  - Validation Report for the Central Sector East of the ADI St Marys Property, Report No 498840, ADI Limited 1997;
  - Validation Report for the Central Sector West of the ADI St Marys Property, Report No 498840, ADI Limited 1996;
  - Validation Report for the North Eastern Sector of the ADI St Marys Property, Report No 498850, ADI Limited 1996;
  - Historical Report - St Marys Property, ADI Limited, 1996; ADI Site, St Marys - Stage 2, Decontamination Audit, Woodward - Clyde, November 1996; and
  - Review of Validation Reports - St Marys Property, Ref. LKA5457, ADI Limited 1998.
  - Qualitative Assessment of Risk - ADI St Marys, Woodward Clyde letter 23 March 1999.
  - Stage 2 Audit Report - Quality Assurance Audit Process and Anomaly Investigation, Ref. PG 980323, ADI Limited, 1999.

**\* Restrictions as to User**

This property is subject to restriction(s) as to user. See current or previous Section 88B Instrument(s) for details.

**\* Covenant(s)**

This land is affected by a covenant or covenants.

**\* Development Control Plan General Information**

Penrith Development Control Plan 2014 which applies to the land, sets out requirements for a range of issues that apply across the Penrith Local Government Area, including:

- Site Planning and Design Principles
- Vegetation Management
- Water Management
- Land Management
- Waste Management
- Landscape Design
- Culture and Heritage
- Public Domain
- Advertising and Signage
- Transport, Access and Parking
- Subdivision
- Noise and Vibration, and
- Infrastructure and Services.

The Development Control Plan also specifies requirements relating to various types of land uses including:

- Rural Land Uses
- Residential Development
- Commercial and Retail Development, and
- Industrial Development

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as well as for a number of specific activities, including child care centres; health consulting rooms; educational establishments; parent friendly amenities; places of public worship; vehicle repair stations; cemeteries, crematoria and funeral homes; extractive industries; and telecommunication facilities.

The Development Control Plan also details requirements relating to key precincts within the Penrith Local Government Area, including:

- Caddens
- Claremont Meadows Stage 2
- Cranebrook
- Emu Heights
- Emu Plains
- Erskine Business Park
- Glenmore Park
- Kingswood
- Mulgoa Valley
- Orchard Hills
- Penrith
- Penrith Health and Education Precinct
- Riverlink Precinct
- St Clair,
- St Marys / St Marys North, and
- Sydney Science Park.

Penrith Development Control Plan 2014 may be accessed at  
<https://www.penrithcity.nsw.gov.au/Building-and-Development/Planning-and-Zoning/Planning-Controls/Development-Control-Plans/>

**Warwick Winn**  
General Manager

PER



**Please note:**

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

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

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

## Attachment

# Penrith Local Environmental Plan No 258 - Consent for Dwelling Houses and Other Development

### 1 Name of plan

This plan is *Penrith Local Environmental Plan No 258 - Consent for Dwelling Houses and Other Development*.

### 2 Aims of plan

This plan aims to:

- (a) require development consent for dwelling houses on residentially zoned land within the City of Penrith, and
- (b) require development consent for dwelling houses on land within the Non-urban zone under the *Penrith Planning Scheme Ordinance* and on land within the Special Business zone under *Penrith Local Environmental Plan 1997 (Penrith City Centre)*, and
- (c) require development consent for dwelling houses attached to and used in conjunction with shops on land within the Neighbourhood Business zone under the *Penrith Planning Scheme Ordinance*, and
- (d) require development consent for the following:
  - (i) the erection of a building or structure ordinarily associated with a dwelling house,
  - (ii) a change of building use,

**Note.** At the commencement of this plan, **a change of building use** meant a change of use of a building from a use that the *Building Code of Australia* recognises as appropriate to one class of building to a use that the *Building Code of Australia* recognises as appropriate to a different class of building.

- (iii) demolition of a building or structure,
- (iv) carrying out structural alterations to a building, internal alterations to a building, or external building work in association with business premises, a bed and breakfast establishment, office premises, commercial premises or take away food shops,
- (v) the subdivision of land,

to the extent to which such development does not already require development consent because of another environmental planning instrument in order to be carried out.

### 3 Land to which plan applies

This plan applies to all land within the City of Penrith.

### 4 Relationship to other environmental planning instruments

- (1) In the event of an inconsistency between this plan and any other local environmental planning instrument or deemed environmental planning instrument, this plan shall prevail to the extent of the inconsistency, subject to section 36 (4) of the Act.
- (2) This plan amends:
  - (a) *Penrith Planning Scheme Ordinance* in the manner set out in Schedule 1,
  - (b) *Penrith Local Environmental Plan 1997 (Penrith City Centre)* in the manner set out in Schedule 2, and
  - (c) *Penrith Local Environmental Plan 1998 (Urban Land)* in the manner set out in Schedule 3.
- (3) This plan does not affect the application of:
  - (a) *State Environmental Planning Policy No 3 - Castlereagh Liquid Waste Disposal Depot*,

- (b) *State Environmental Planning Policy No 27 - Prison Sites,*
  - (c) *Sydney Regional Environmental Plan No 9 - Extractive Industry,*
  - (d) *Sydney Regional Environmental Plan No. 11 - Penrith Lakes Scheme,*
  - (e) *Sydney Regional Environmental Plan No 20 - Hawkesbury-Nepean River (No 2-1997),*
  - (f) *Sydney Regional Environmental Plan No 30 - St Marys, or*
  - (g) *Penrith Local Environmental Plan No 255 - Exempt and Complying Development,*
- to land to which this plan applies.

## 5 Definitions

- (1) In this plan:

***a building or structure ordinarily associated with a dwelling house*** means a garage, carport, pergola, swimming pool, and the like, and includes alterations and additions to an existing dwelling house.

***change of building use*** has the same meaning as in the Act.

**Note.** At the commencement of this plan, a ***change of building use*** meant a change of use of a building from a use that the *Building Code of Australia* recognises as appropriate to one class of building to a use that the *Building Code of Australia* recognises as appropriate to a different class of building.

***dwelling*** means a room or number of rooms occupied or used, or so constructed or adapted as to be capable of being occupied or used, as a separate domicile.

***dwelling house*** means a dwelling which is the only dwelling erected on an allotment of land.

***subdivision of land*** has the same meaning as in the Act.

***the Act*** means the *Environmental Planning and Assessment Act 1979*.

- (2) The list of contents and notes in this plan are not part of this plan.

## 6 Dwelling houses require development consent

- (1) The erection of a dwelling house must not be carried out without development consent.
- (2) This clause applies to residentially zoned land within the City of Penrith.
- (3) This clause applies if the development:
- (a) does not require development consent because of another environmental planning instrument, and
  - (b) is not prohibited by another environmental planning instrument.

## 7. Miscellaneous development that requires development consent

- (1) The following development must not be carried out without development consent:
- (a) erection of a building or structure ordinarily associated with a dwelling house, or
  - (b) development that results in a change of building use, or
  - (c) demolition of a building or structure, or
  - (d) structural, internal or external building work in association with business premises, a bed and breakfast establishment, office premises, commercial premises or take away food shops.
- (2) This clause applies if the development:
- (a) does not require development consent because of another environmental planning instrument, and
  - (b) is not prohibited by another environmental planning instrument, and

- (c) is not identified in *Penrith Local Environmental Plan No 255 - Exempt and Complying Development* as exempt development, and
- (d) does not involve Crown building work as defined in section 116G of the Act.

## **8 Subdivisions require development consent**

- (1) A subdivision of land must not be carried out without development consent.
- (2) This clause applies if the subdivision of land:
  - (a) does not require development consent because of another environmental planning instrument, and
  - (b) is not prohibited by another environmental planning instrument, and
  - (c) is not identified in *Penrith Local Environmental Plan No 255 - Exempt and Complying Development* as exempt development, and
  - (d) does not involve Crown building work as defined in section 116G of the Act.

## **Schedule 1 Amendment of Penrith Planning Scheme Ordinance**

(Clause 4 (2) (a))

### **[1] Clause 4 Interpretation**

Omit the definition of *Country dwelling*.

### **[2] Clause 26 Erection or use of buildings or works**

Omit “country dwellings;” from Column III for Zone No 1 of the Table to the clause.

### **[3] Clause 26, Table**

Omit “dwelling-houses other than country dwellings and rural dwellings;” from Column V for Zone No. 1.

### **[4] Clause 26, Table**

Omit “Dwelling-houses other than semi-detached and terrace buildings.” from Column III for Zone No 2(a).

### **[5] Clause 26, Table**

Omit “Residential buildings.” from Column III for Zone No 2 (b).

### **[6] Clause 26, Table**

Omit “Dwelling-houses other than semi-detached or terrace buildings.” from Column III for Zone No 2 (c).

### **[7] Clause 26, Table**

Omit “;dwelling-houses attached to and used in conjunction with shops” from Column III for Zone No 3 (c).

### **[8] Clause 26, Table**

Omit “Purposes” from Column IV for Zone No 3(c).

Insert instead “Buildings or other structures ordinarily associated with dwelling houses; changes of building use (as defined in the *Environmental Planning and Assessment Act 1979*); dwelling-houses attached to and used in conjunction with shops; demolition of buildings or other structures; land uses and premises”.

### **[9] Clause 26, Table**

Insert “; structural or internal alterations to, or external building work in association with, commercial premises or refreshment rooms” after “roads” in Column IV for Zone No 3(c).

### **[10] Clause 38 Development in residential zones**

Omit the clause.

### **[11] Clause 46 Variation of area required for country dwelling**

Omit the clause.

## Schedule 2      Amendment of Penrith Local Environmental Plan 1997 (Penrith City Centre)

(Clause 4 (2) (b))

**[1]      Clause 9 Zone objectives and development control table**

Omit from item (b) (i) **Without development consent** for Zone No 2 (f) in the Development Control Table:

- dwelling-houses

**[2]      Clause 9, table**

Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zone No 2 (f):

- buildings or other structures ordinarily associated with dwelling-houses
- demolition of buildings or other structures
- dwelling-houses

**[3]      Clause 20 Development of land within Zone No 3 (a)**

Insert “where the new use does not involve structural or internal alterations or external buildings works” after the words “or take away food shops”.

## Schedule 3      Amendment of Penrith Local Environmental Plan 1998 (Urban Land)

(Clause 4 (2) (c))

**[1]      Clause 9 Zone objectives and development control table**

Omit wherever occurring from item (b) (i) **Without development consent** for Zones Nos 2 (a1), 2 (a), 2 (b), 2 (c), 2 (d) and 2 (e) in the Development Control Table:

- dwelling houses

**[2]      Clause 9, table**

Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zones Nos 2 (a1), 2 (a), 2 (b), 2 (c), 2 (d) and 2 (e):

- buildings or other structures ordinarily associated with dwelling houses
- changes of building use (as defined in the Act)
- demolition of buildings or other structures
- dwelling houses
- internal structural work in bed and breakfast establishments

**[3]      Clause 9, table**

Insert in alphabetical order in item b (ii) **Only with development consent** for Zones Nos 2 (r) and 2 (r1);

- buildings or other structures ordinarily associated with dwelling houses
- changes of building use (as defined in the Act)
- demolition of buildings or other structures
- structural or internal alterations to bed and breakfast establishments

**[4]      Clause 9, table**

Insert in alphabetical order in item (b) (ii) **Only with development consent** for Zone No 3 (f):

- changes of building use (as defined in the Act)
- demolition of buildings or other structures
- external building work associated with an existing land use carried out with consent
- structural or internal alterations to a building or other structure erected with consent or building approval