

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Morton Real Estate Agency 84 Alexander Street, Crows Nest, NSW 2065	Phone: 0447 181 067
co-agent		
vendor	Prahaladha Rao Manchennahalli Aswathanarayana and Aparna Venkatesha	
vendor's solicitor	Genesis Legal Partners Level 1, Suite 12, 2 Horwood Place, Parramatta NSW 2150 PO Box 3662, PARRAMATTA NSW 2124	Phone: 02 8894 3801 Email: jenny.duong@genesislegalpartners.com.au Fax: 02 8894 3802 Ref: JD:211054
date for completion land (address, plan details and title reference)	42nd day after the contract date 603/81A Lord Sheffield Circuit, Penrith, New South Wales 2750 Registered Plan: Lot 52 Plan SP 96192 Folio Identifier 52/SP96192	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

vendor

GST AMOUNT (optional)

The price includes
 GST of: \$

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

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

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☐ YES

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

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

Land tax is adjustable

☒ NO ☐ yes

GST: Taxable supply

☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

Purchaser must make an *GSTRW* payment
(GST residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment:

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

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

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

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

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

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

List of Documents

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

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

Bright & Duggan PO BOX 281 Crows Nest NSW 1585

SECTION 66W CERTIFICATE

I, _____ of _____, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **603/81A Lord Sheffield Circuit, Penrith**, from **Prahaladha Rao Manchennahalli Aswathanarayana and Aparna Venkatesha** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Prahaladha Rao Manchennahalli Aswathanarayana and Aparna Venkatesha** and am not employed in the legal practice of a solicitor acting for **Prahaladha Rao Manchennahalli Aswathanarayana and Aparna Venkatesha** nor am I a member or employee of a firm of which a solicitor acting for **Prahaladha Rao Manchennahalli Aswathanarayana and Aparna Venkatesha** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

11 Compliance with work orders

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

12 Certificates and inspections

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

13 Goods and services tax (GST)

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS

32 (IF APPLICABLE) CONDITIONS OF SALE OF LAND BY AUCTION

32.1 If the Property is or is intended to be sold at auction:

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

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

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

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

- (i) All bidders must be registered in the bidders record and display an identifying number when making a bid;
- (ii) Subject to Clause **30.1.4**, the auctioneer may make only one Vendor bid at an auction for the sale of residential property or rural land and no other Vendor bid may be made by the auctioneer or any other person; and
- (iii) Immediately before making a Vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announces 'Vendor bid'.

32.1.4 The following conditions, in addition to those prescribed by Clauses **32.1.2** and **32.1.3** are prescribed as applicable to, and in respect of, the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(iv) More than one Vendor bid may be made to purchase interest of a co-owner;

(v) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;

(vi) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;

(vii) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

33 INTERPRETATION

33.1 Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise:

33.1.1 the singular includes the plural and conversely;

33.1.2 a gender includes all genders;

33.1.3 where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

33.1.4 clause, paragraph or sub-clause means a clause, paragraph or sub-clause, respectively, of this Contract;

33.1.5 unless stated otherwise, one provision does not limit the effect of another;

33.1.6 a reference to a lawyer or solicitor includes a party's representative if named in the Contract;

33.1.7 a reference to this Contract includes any amendment, novation, supplement, variation or replacement to it from time to time, except to the extent prohibited by this Contract;

33.1.8 a person includes a corporation, partnership, joint venture, association, Authority, trust, state or government;

33.1.9 a person includes the person's executors, administrators, successors and substitutes (including persons taking by novation and assigns); and

33.1.10 a body, Authority or person includes any body, Authority or person serving the same function or acting in the same capacity as that body or Authority.

34 AMENDMENTS TO STANDARD CONDITIONS

34.1 The following clauses comprised in the standard printed conditions shall be amended as follows:

- 34.1.1 clause **1**: definition of work order – the words “in writing issued by a competent Authority” are inserted after the word “order”;
- 34.1.2 Delete clause **3**;
- 34.1.3 clause **4.1**: the word “normally” is deleted;
- 34.1.4 clause **5.2.1** substitute “14 days” in place of “21” days;
- 34.1.5 Not used
- 34.1.6 clause **7.1.1**: substitute “1%” in place of “5%”;
- 34.1.7 Not used
- 34.1.8 clause **7.2.1**: substitute “1%” in place of “10%”;
- 34.1.9 clause **7.2.4**: the words “and the costs of the Purchaser” deleted;
- 34.1.10 clause **8.1.1**: the words “on reasonable grounds” are deleted;
- 34.1.11 clause **8.1.2**: the words “and those grounds” are deleted;
- 34.1.12 clause **8.1.3**: substitute “7 days” in place of “14 days”
- 34.1.13 clause **10.2**: the words “or any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations of that Act” are inserted at the end of the sentence;
- 34.1.14 clause **10.1.8** and **10.1.9**: substitute the word “existence” in place of “substance”;
- 34.1.15 clause **13.8**: deleted entirely;
- 34.1.16 clause **13.10**: deleted entirely;
- 34.1.17 clause **16.5**: the words “plus another 20% of that fee” deleted;
- 34.1.18 Clause **16.6**: the words “at least 7 days before completion” are inserted after the words “the land” on the first line;
- 34.1.19 clause **16.8**: deleted;
- 34.1.20 clause **23.5.2**: substitute “but such contribution instalment is due and payable in the period in which the adjustment date occurs even if it is levied before the contract date” in place of “but is disclosed in this Contract”;
- 34.1.21 clause **23.6.1** and **23.6.2**: deleted entirely;
- 34.1.22 clause **23.7**: deleted entirely;
- 34.1.23 clause **23.9**: deleted entirely;
- 34.1.24 clause **23.13**: deleted entirely;
- 34.1.25 clause **23.14**: deleted entirely;
- 34.1.26 Not used
- 34.1.27 clause **23.18**: deleted entirely;

- 34.1.28 clause **25**: deleted entirely;
- 34.1.29 clause **28**: deleted entirely;
- 34.1.30 clause **29**: deleted entirely.

35. THE ENTIRE AGREEMENT

35.1 The Parties acknowledge that the terms and conditions set out in this Contract contain the entire agreement as established between the parties as at the date of this Contract notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made prior to its execution.

35.2 The Purchaser acknowledges that it has not been induced to enter into this Contract by any representation (verbal or otherwise) made by or on behalf of the Vendor which is not included in this Contract or any schedules or annexures to it or documents identified in this Contract.

36. DEATH, INCAPACITY, BANKRUPTCY OR LIQUIDATION

36.1 Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion:

- i. die or become mentally ill, as defined in the Mental Health Act, or
- ii. become bankrupt, or
if a company go into liquidation/has summons or application for its winding up presented or has a liquidator, receiver, voluntary administrator appointed or enters into an arrangement with creditors

then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

36.2 The Parties warrant that they have legal capacity to enter into this Contract.

37. CONDITION OF THE PROPERTY

37.1 The Purchaser acknowledges that it has inspected the Property and improvements (if any) before entering into this Contract and relies entirely upon its own enquires and inspections. The Purchaser accepts the Property in its present state and condition (with all Defects, if any, whether latent or patent).

37.2 The Purchaser is not entitled to make any objection, requisition or Claim or rescind or terminate or delay completion or refuse to complete in respect of:

- 37.2.1 the state of repair and condition of the Property;
- 37.2.2 the state of repair and condition, availability or continued existence at the date of completion of this Contract, of the inclusions, if any;
- 37.2.3 any fair wear and tear of to the Property occurring between the date of this Contract and the date of completion;
- 37.2.4 the fitness of the Property for any particular purpose;

- 37.2.5 the presence of any sewer manhole or vent on the Property;
 - 37.2.6 any rainwater downpipe being connected to the sewer;
 - 37.2.7 any encroachments by or upon the Property;
 - 37.2.8 any breach of the Local Government Act 1993 or of any Regulation made thereunder or the Environmental Planning and Assessment Act 1979 by any improvements erected on the Property;
 - 37.2.9 existence or non-existence or non-passage on or through the Property or any adjoining land of mains, pipes, wires or connections of any gas, electricity, telephone or other system or service whether to the Property or any adjoining property or jointly to both or otherwise;
 - 37.2.10 any environmental hazard or contamination; and
 - 37.2.11 any latent or patent Defect in the Property
- and the Purchaser will take title subject thereto.

37.3 Clause 11.1 of the standard printed conditions is deleted. The Purchaser is not entitled to require the Vendor to carry out any works to the Property or to comply with any work order, whether made on or after the Contract date.

37.4 Unless otherwise agreed between the parties, the Purchaser cannot require the Vendor to clean or carry out any maintenance on the Property which shall include any amenities located thereon, mow or carry out any maintenance works on the garden, or remove any rubbish or debris from the Property before completion provided that the vendor leaves the property in a reasonable clean state.

37.5 Paragraph **37.3** does not apply if, before the Contract date, the Vendor has actual knowledge that a work order has been made and the Vendor does not disclose that fact to the Purchaser before the Contract date.

38 ZONING AND ROAD PROPOSALS

38.1 The Purchaser will be deemed to have satisfied itself as to the manner in which the Property is affected by:

- 38.1.1 any Environments Planning Instrument or any deemed Environmental Planning Instrument under the Environmental Planning and Assessment Act 1979; or
- 38.1.2 any other restriction or prohibition whether statutory or otherwise relating to the zoning of the Property or permitted development thereon or the use to which the Property may be put; and
- 38.1.3 the Purchaser will not make any objection, requisition or Claim for compensation nor seek to rescind or terminate this Contract nor delay completion in relation to or on account of any such matter.

39. LATE COMPLETION

39.1 In the event that completion is not effected on the nominated date for completion due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 8% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not. The purchaser shall also pay \$220.00 to cover legal costs and other expenses incurred as a consequence of the delay.

39.2 The Purchaser may not require the Vendor to complete this Contract unless interest payable under this Contract is paid to the Vendor on completion. It is an essential term of this Contract that the interest is paid.

40. NOTICE TO COMPLETE

40.1 In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

40.2 For the purposes of calculating the notice period:

40.2.1 the notice period commences at midnight on the business day on which the notice to complete is served; and

40.2.2 a reference to a day means the period of time commencing at midnight and ending 24 hours later.

40.3 The party that serves a Notice to Complete shall be at liberty at any time to withdraw such notice given without prejudice to his/her continuing right to serve any further such notice. Any Notice to Complete issued hereunder may be withdrawn or extended at any time by further written notice.

40.4 In the event that the Vendor's Lawyer issues a Notice to Complete on the Purchaser, the Purchaser is to pay on completion to the Vendor's Solicitor \$350.00 plus GST being for the cost of issuing the same.

41. AGENT

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

42 FIRB REQUIREMENTS

42.1 The Purchaser warrants that the Foreign Acquisitions & Takeovers Act, 1975 (Cth) ("Act") does not apply to the Purchaser or to this purchase and that the Treasurer cannot prohibit the transfer of the Property to the Purchaser under the said Act. In the event that the Act does apply to the Purchaser and to this purchase in breach of the Purchaser's warranty contained in this condition, the Purchaser agrees it is a breach of an essential term of this Contract, a breach of which will entitle the Vendor to terminate this Contract and that the Purchaser will indemnify and compensate the Vendor in respect of any loss, damage, penalty, fine or legal cost which may be incurred by the Vendor as a consequence thereof. This warranty and indemnity shall not merge on completion.

42.2 The Purchaser must in any event advise the Vendor whether the Purchaser is a Foreign Person before the parties have entered into this Contract.

42.3 The Purchaser warrants any information provided by the Purchaser under this Special Condition 42 is true and accurate.

43. OPTION TO REMAIN IN POSSESSION AFTER COMPLETION

NOT USED

44. FULL DEPOSIT BY OR AT EXPIRY OF COOLING OFF PERIOD

44.1 The Vendor and Purchaser hereby agree to rely upon this special condition for the deposit to be paid as follows:

44.1.1 As to \$_____ on the date of the Contract.

44.1.2 As to the balance being \$_____ on or before the expiration of the cooling off period.

45. LESS THAN 10% DEPOSIT

45.1 This clause applies only if the Vendor has accepted a deposit of less than 10% of the purchase price.

45.2 The parties acknowledge that the Vendor requires a payment of 10% of the purchase price to be paid as an earnest performance of the Purchaser's obligations to pay the purchase price on completion. The Purchaser has requested that the Vendor accept the payment of the deposit by instalments as set out in this clause and the Vendor has agreed to the Purchaser's request to pay the deposit by instalments.

45.3 The Purchaser must pay the deposit to the Depositholder as follows:

45.3.1 as to 5% of the purchase price on the contract date; and

45.3.2 as to the balance on the completion date.

45.4 The parties acknowledge that should the Purchaser default in the observance or performance of the obligations to pay the deposit, the Vendor would be entitled to terminate this Contract and rely upon clause 9 of this Contract.

45.5 If for any reason the Purchaser pays a deposit of less the 10% of the price, the Purchaser must pay the Vendor the difference between 10% of the price and the amount of the deposit paid by the Purchaser on the earlier of:

45.5.1 completion; and

45.5.2 immediately on the Vendor giving notice to the Purchaser that the deposit is forfeited to the Vendor.

45.6 This provision is in addition to the rights of the Vendor under the Contract and any other rights or Claims the Vendor may be entitled to pursuant to the Contract.

46. NOT USED

47 NOT USED

48. CANCELLED SETTLEMENT

The Purchaser acknowledges and agrees that if parties book settlement at the time and place agreed upon and the settlement does not complete due to the Purchaser or Purchaser's financier, then the Purchaser will reimburse the Vendor for \$350.00 for the vendor's additional legal and other expenses incurred by the Vendor. This sum shall be added to the balance payable on completion as a consequence of rescheduling settlement, as a genuine pre-estimate of those additional expenses.

49. ADJUSTMENTS

The Parties hereby agree, that in the event an error or mistake is made with regard to the adjustments paid on completion hereof, to make any necessary adjustments between themselves within 2 months' written notice from the other party to rectify that error. This clause does not merge on completion.

50. REMOVAL OF CHARGES & REMOVAL OF ENCUMBRANCES

50.1 The Purchaser shall not oppose if upon completion, the Vendor hands to the Purchaser a duly executed discharge of Mortgage or other encumbrances or withdrawal of caveat in registerable form with respect to any mortgages, encumbrances or caveat then registered or entered against the Vendor's title provided that the appropriate registration fees shall be allowed by the Vendor to the Purchaser with respect to the same.

50.2 The Vendor shall not be obliged to remove any charge on the property for any rate tax or outgoing until the time for completion of this Contract. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reason of the existence of any charge on the property for any rate tax or outgoing and shall be entitled to issue a notice pursuant to Clause 40 (ii) on the Purchaser notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

51. GURANTEE IF CORPORATE PURCHASER

51.1 If the Purchaser is a corporation, the Purchaser must secure at least one natural person over the age of eighteen (18) years who is a director or a substantial shareholder of the Purchaser who will unconditionally guarantee the due performance of the Purchaser's obligation under this Contract, and the due and punctual payment by the

Purchaser of the Purchase Price and all other monies payable by the Purchaser to the Vendor under this Contract. The Guarantee shall be in the form contained in Special Condition 51.

51.2 The Vendor at the request of the Guarantor(s) (named in the below schedule) has/have agreed to sell the Property to the Purchaser and the Purchaser has agreed to purchase from the Vendor the Property. The Guarantor(s) hereby guarantee(s) the payment by the Purchaser to the Vendor of all monies including damages to be paid by the Purchaser pursuant to the Contract at the times and in the manner therein provided and the observance and performance by the Purchaser of the terms and conditions therein contained or implied and on the part of the Purchaser to be observed and performed.

51.3 As a separate and severable covenant the Guarantor(s) agree(s) to indemnify the Vendor and keep it indemnified from and against all losses, costs, charges and expenses whatsoever that the Vendor may suffer or incur by reason of the failure or default of the Purchaser to pay all monies to be paid by it pursuant to the said Contract at the times in terms, conditions and covenants therein contained or implied and on the part of the Purchaser to be observed and performed.

51.4 The Guarantors declare that this guarantee, the indemnity and the covenant hereby given shall be joint and several.

Schedule

Guarantor(s)

1. Full Name:
Address:
Signature:
2. Full Name:
Address:
Signature:

52. SEWER DIAGRAM

The Purchaser acknowledges inspecting the sewerage diagrams annexed to this Contract. The Purchaser shall not make any objection or any requisition or claim for compensation nor will the Purchaser be entitled to rescind or terminate this Contract in respect of the following:

- i. Any matter disclosed or referred to in the sewerage diagram; and
- ii. Whether or not the property is built over a sewer main, connection or service point and if so whether or not construction occurred with or without of Sydney Water or any other relevant authority.

53. NOT USED

54 NOT USED

55 GOODS AND SERVICES TAX

Where any supply under this Contract by the Vendor to the Purchaser is or becomes subject to GST, the relevant amount otherwise payable to the Vendor by the Purchaser in respect of that supply under this Contract must be increased by ten percent (10%) or by the applicable GDT rate at the relevant time if different.

This Clause continues to have effect after completion.

56 CHRISTMAS/NEW YEAR SETTLEMENT

For the purpose of this Contract, any notice or time limit for doing of any act with any obligation by either party which expires or falls due on any date between 24 December 2021 and 7 January 2022 (inclusive of both dates) shall be deemed to expire or fall due on 10 January 2022.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 52/SP96192

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
3/12/2021	11:39 AM	2	28/9/2017

LAND

LOT 52 IN STRATA PLAN 96192
AT PENRITH
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

PRAHALADHA RAO MANCHENNAHALI ASWATHANARAYANA
APARNA VENKATESHA
AS JOINT TENANTS

(T AM738895)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96192
2 AM738896 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

211054

PRINTED ON 3/12/2021

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LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96192

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
24/11/2021	11:11 AM	4	31/12/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 96192
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND
TITLE DIAGRAM SP96192

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 96192
ADDRESS FOR SERVICE OF DOCUMENTS:
C/ BRIGHT & DUGGAN
PO BOX 281
CROWS NEST NSW 1585

SECOND SCHEDULE (12 NOTIFICATIONS)

- 1 J38042 RIGHT(S) MORE FULLY SET OUT IN J38042 APPURTENANT
TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND
COMPRISED IN DP104189
- 2 P850417 EASEMENT TO DRAIN WATER 10 METRE(S) WIDE AND
VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
AFFECTING THE PART(S) SHOWN AS PROPOSED EASEMENT FOR
STORMWATER DRAINAGE 10 METRE(S) WIDE AND VARIABLE
WITHIN LOT 8 IN DP583998
- 3 DP1184498 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1231494 EASEMENT FOR LIGHT AND AIR 6 METRE(S) WIDE (LIMITED
IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1234217 EASEMENT FOR UNDERGROUND CABLES 1.2 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 6 DP1234217 EASEMENT FOR SERVICES 1 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1234217 RIGHT OF CARRIAGEWAY 6 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1234247 EASEMENT FOR PADMOUNT SUBSTATION 2.77 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 9 DP1234247 RESTRICTION(S) ON THE USE OF LAND

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96192

PAGE 2

SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

- 10 DP1234247 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
11 AQ174297 INITIAL PERIOD EXPIRED
12 AQ691848 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 96192

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 649	2	- 432	3	- 409	4	- 561
5	- 689	6	- 430	7	- 541	8	- 442
9	- 551	10	- 547	11	- 448	12	- 532
13	- 493	14	- 542	15	- 670	16	- 419
17	- 532	18	- 438	19	- 537	20	- 552
21	- 453	22	- 537	23	- 498	24	- 547
25	- 675	26	- 424	27	- 537	28	- 443
29	- 542	30	- 557	31	- 458	32	- 542
33	- 502	34	- 552	35	- 680	36	- 429
37	- 542	38	- 448	39	- 547	40	- 562
41	- 463	42	- 547	43	- 507	44	- 557
45	- 685	46	- 433	47	- 547	48	- 453
49	- 552	50	- 566	51	- 468	52	- 552
53	- 512	54	- 562	55	- 690	56	- 438
57	- 552	58	- 458	59	- 557	60	- 571
61	- 483	62	- 557	63	- 517	64	- 566
65	- 695	66	- 443	67	- 557	68	- 463
69	- 562	70	- 576	71	- 478	72	- 562
73	- 522	74	- 571	75	- 699	76	- 448
77	- 562	78	- 468	79	- 566	80	- 581
81	- 483	82	- 566	83	- 527	84	- 576
85	- 704	86	- 453	87	- 566	88	- 473
89	- 581	90	- 429	91	- 542	92	- 424
93	- 424	94	- 522	95	- 537	96	- 542
97	- 463	98	- 419	99	- 532	100	- 532
101	- 419	102	- 498	103	- 532	104	- 532
105	- 493	106	- 424	107	- 537	108	- 537
109	- 424	110	- 502	111	- 537	112	- 537
113	- 498	114	- 429	115	- 542	116	- 542
117	- 429	118	- 507	119	- 542	120	- 542
121	- 502	122	- 433	123	- 547	124	- 547
125	- 433	126	- 512	127	- 547	128	- 547
129	- 507	130	- 438	131	- 552	132	- 552
133	- 438	134	- 517	135	- 552	136	- 552
137	- 512	138	- 443	139	- 557	140	- 557
141	- 443	142	- 522	143	- 557	144	- 557

END OF PAGE 2 - CONTINUED OVER

211043

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96192

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 96192

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
145	- 517	146	- 448	147	- 562	148	- 562
149	- 448	150	- 527	151	- 562	152	- 562
153	- 522	154	- 453	155	- 566	156	- 566
157	- 453	158	- 532	159	- 566	160	- 566
161	- 527	162	- 542	163	- 429	164	- 542
165	- 542	166	- 571	167	- 522	168	- 532
169	- 419	170	- 532	171	- 532	172	- 571
173	- 547	174	- 537	175	- 424	176	- 537
177	- 537	178	- 576	179	- 552	180	- 542
181	- 429	182	- 542	183	- 542	184	- 581
185	- 557	186	- 547	187	- 433	188	- 547
189	- 547	190	- 586	191	- 562	192	- 10
193	- 10	194	- 10	195	- 10	196	- 20
197	- 20	198	- 10	199	- 1	200	- 10
201	- 10	202	- 10	203	- 10	204	- 10
205	- 1	206	- 1	207	- 1	208	- 1

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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SP96192

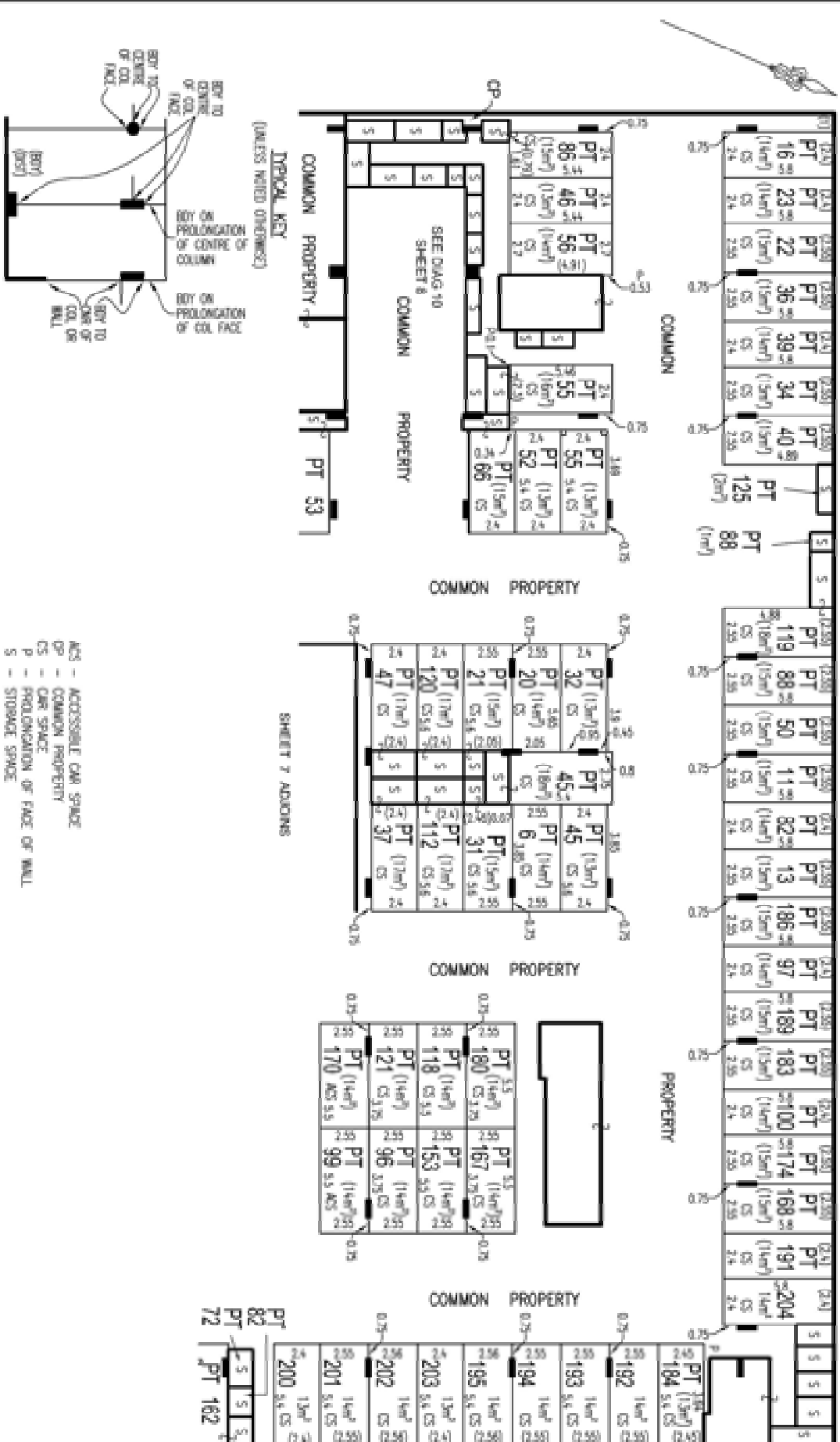
SP96192

SP96192

SP96192



BASEMENT LEVEL 1

SEE DIAGRAM
SHEET 8

ASSES SHOWN ON THE FLOOD PLAIN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (DEVELOPMENT ACT 2013). ONLY THEY MAY DIFFER FROM FLOOD AREAS FOR OTHER PURPOSES.

THOSE PANS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SPECIFIC

- ACS - ACCESSIBLE CAR SPACE
- CP - COMMON PROPERTY
- CS - CAR SPACE
- P - PROLONGATION OF FACE OF WALL
- S - STORAGE SPACE

Surrey: MITCHELL, KEITH ANDREWS
 Surrey's Ref: 150514 SP
 Subdivision No: 280/2017
 Lengths are in metres. Reduction Ratio 1:

30.6.2017

SP96192

NOTES ON CONTRIBUTORS: The Journal publishes original research articles, review articles, and book reviews. The Journal is required reading for all students of the history of the United States. The Journal is required reading for all students of the history of the United States. The Journal is required reading for all students of the history of the United States.

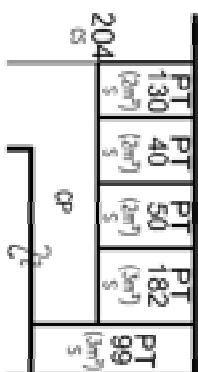
BASEMENT LEVEL 1

DIAGRAM 9

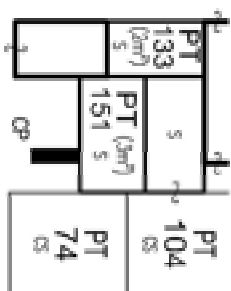


DIAGRAM 11



DIAGRAM 12

TYPICAL KEY
(VALUES WITHIN BRACKETS)

CP - COMMON PROPERTY
CS - CAR SPACE
S - STORAGE SPACE

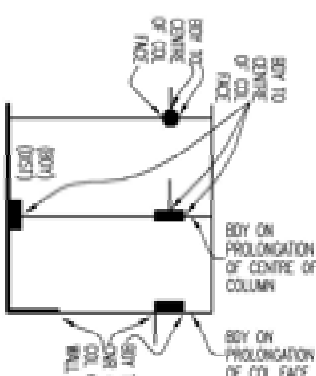


DIAGRAM 10

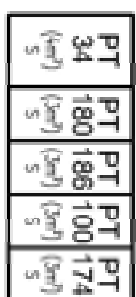


DIAGRAM 13

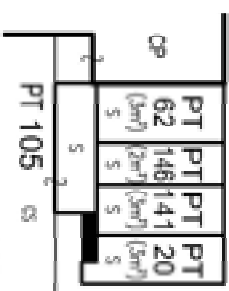
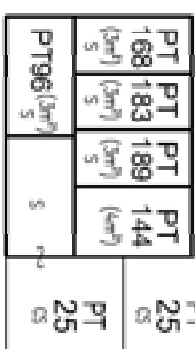


DIAGRAM 14

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (DEVELOPMENT ACT 2015). ONLY THEY MAY DIFFER FROM FLOOR PLANS FOR OTHER PURPOSES.

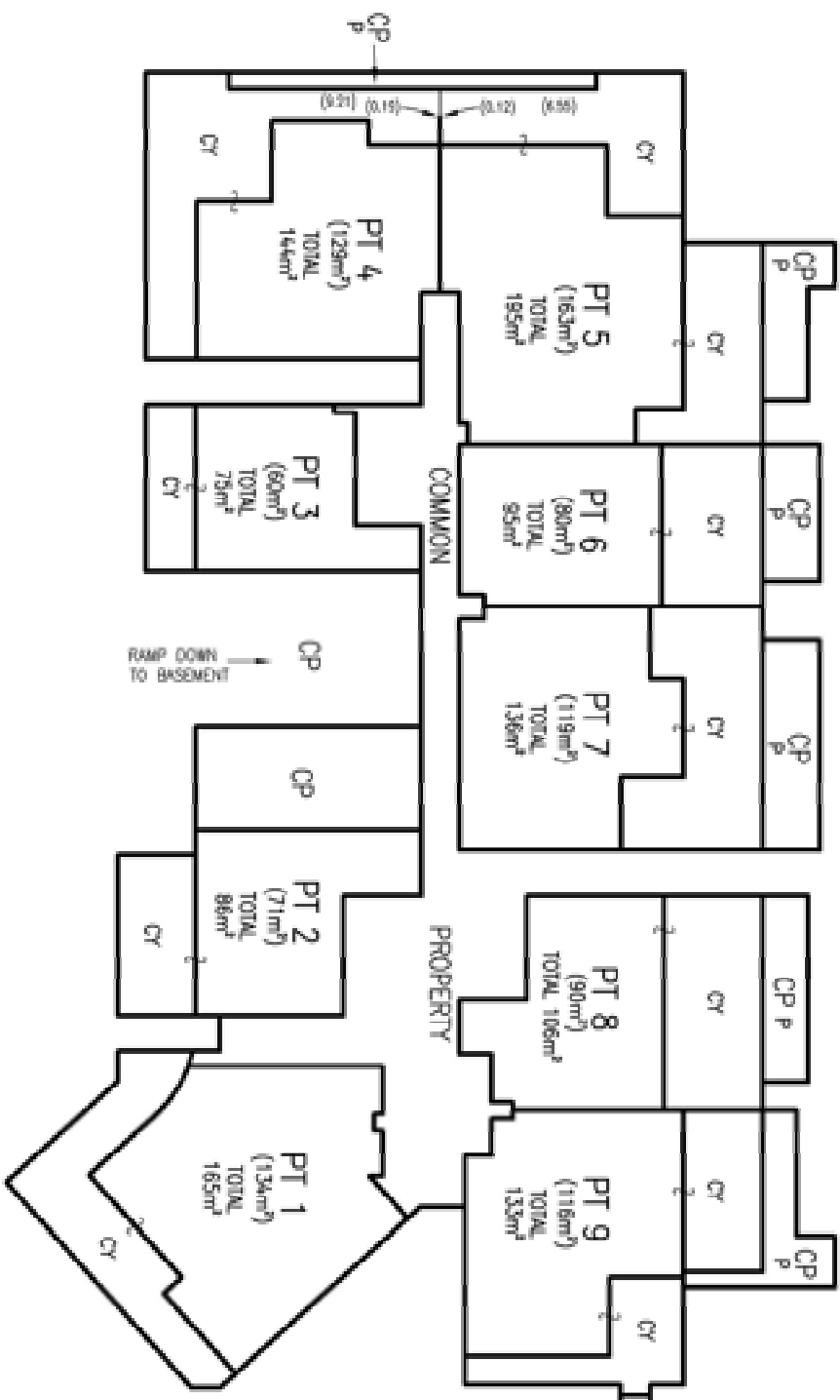
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: MITCHELL KEITH AMES
Surveyor's Ref: 150614 SP
Subdivision No: 280/2017
Lengths are in metres. Reduction Ratio 1:100(A3)



30.8.2017

SP96192

GROUND LEVEL
BUILDING A

CP - COMMON PROPERTY
CY - COURTYARD
P - PLANTER

COURTYARDS ARE LIMITED IN HEIGHT TO 3 ABOVE
THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR
EXCEPT WHERE COVERED WITH THIS LIMIT

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (DEVELOPMENT ACT 2015)
ONLY THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: MITCHELL KENN ARNES

Surveyor's Ref: 150614 SP

Subdivision No: 280/2017

Lengths are in metres. Reduction Ratio 1:200(A1)

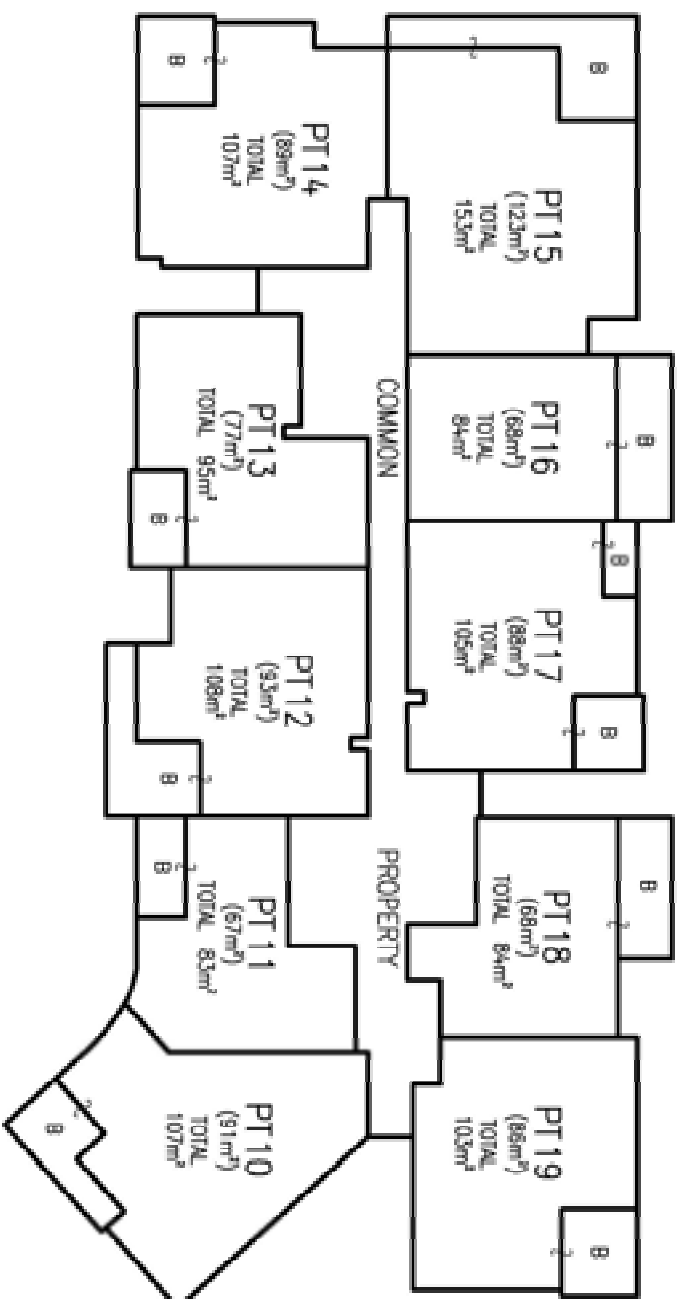


30.8.2017

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LEVEL 1

BUILDING A



B - COVERED BALCONY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (DEVELOPMENT ACT 2015). ONLY THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

70mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390 400 410 420 430 440 450 460 470 480 490 500 510 520 530 540 550 560 570 580 590 600 610 620 630 640 650 660 670 680 690 700 710 720 730 740 750 760 770 780 790 800 810 820 830 840 850 860 870 880 890 900 910 920 930 940 950 960 970 980 990 1000

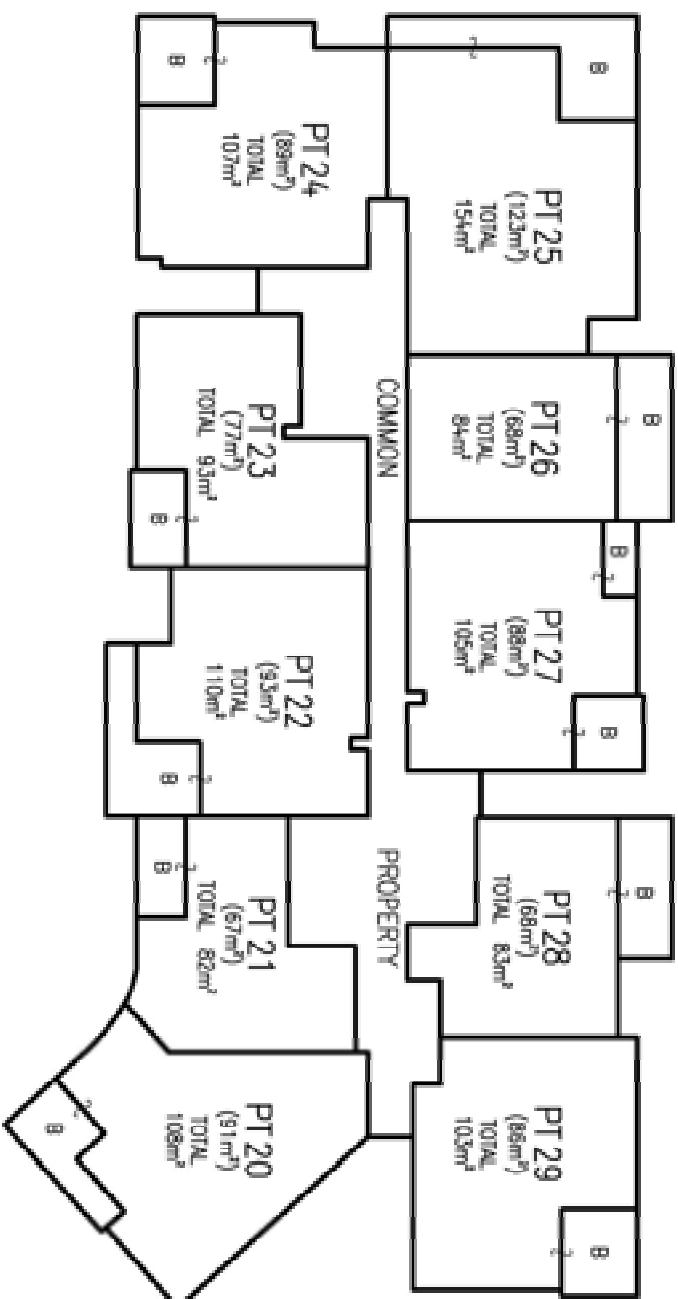
Surveyor: MITCHELL KENN AMES
 Surveyor's Ref: 150614 SP
 Subdivision No: 280/2017
 Lengths are in metres. Reduction Ratio 1:200(A3)

30.8.2017

SP96192

LEVEL 2

BUILDING A



B - CONCRETE BALCONY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (DEVELOPMENT ACT 2015). ONLY THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: MITCHELL KENN AMES

Surveyor's Ref: 150614 SP

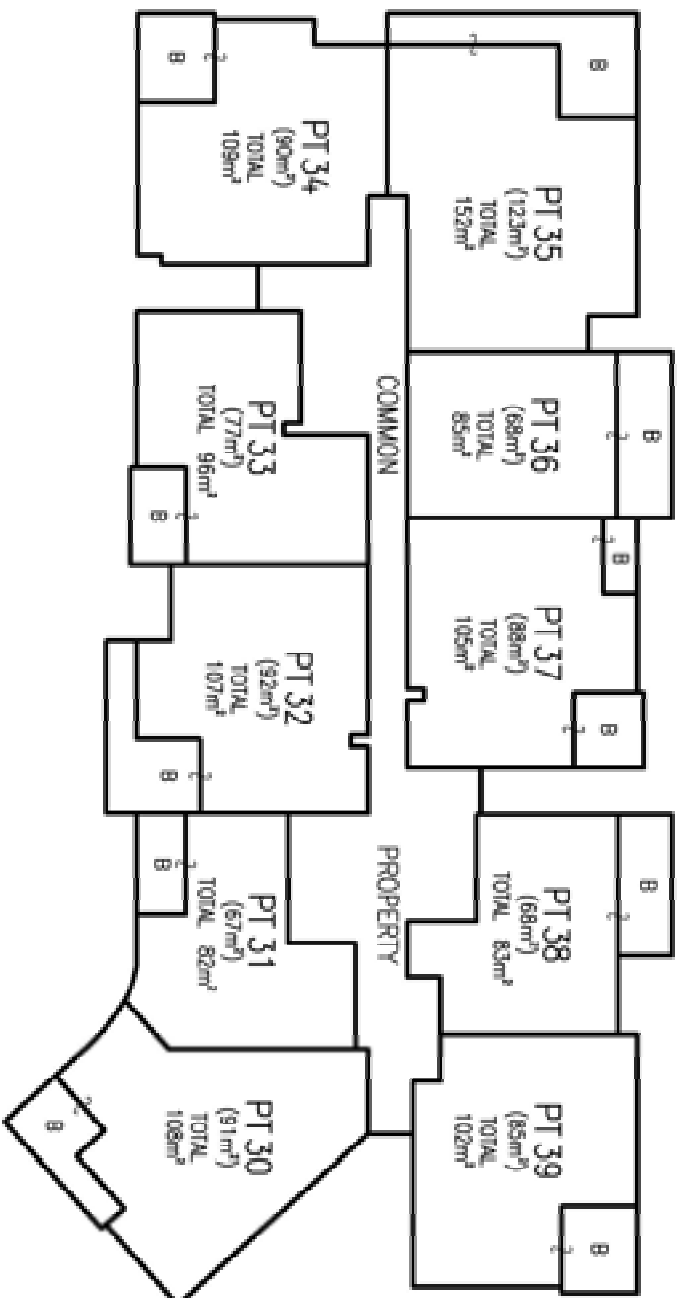
Subdivision No: 280/2017

Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017

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LEVEL 3
BUILDING A

B - CONCRETE BALCONY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (DEVELOPMENT ACT 2015).
ONLY THEY MAY DIFFER FROM FLOOR PLANS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: MITCHELL KENN AMES

Surveyor's Ref: 150614 SP

Subdivision No: 280/2017

Lengths are in metres. Reduction Ratio 1:200(A3)

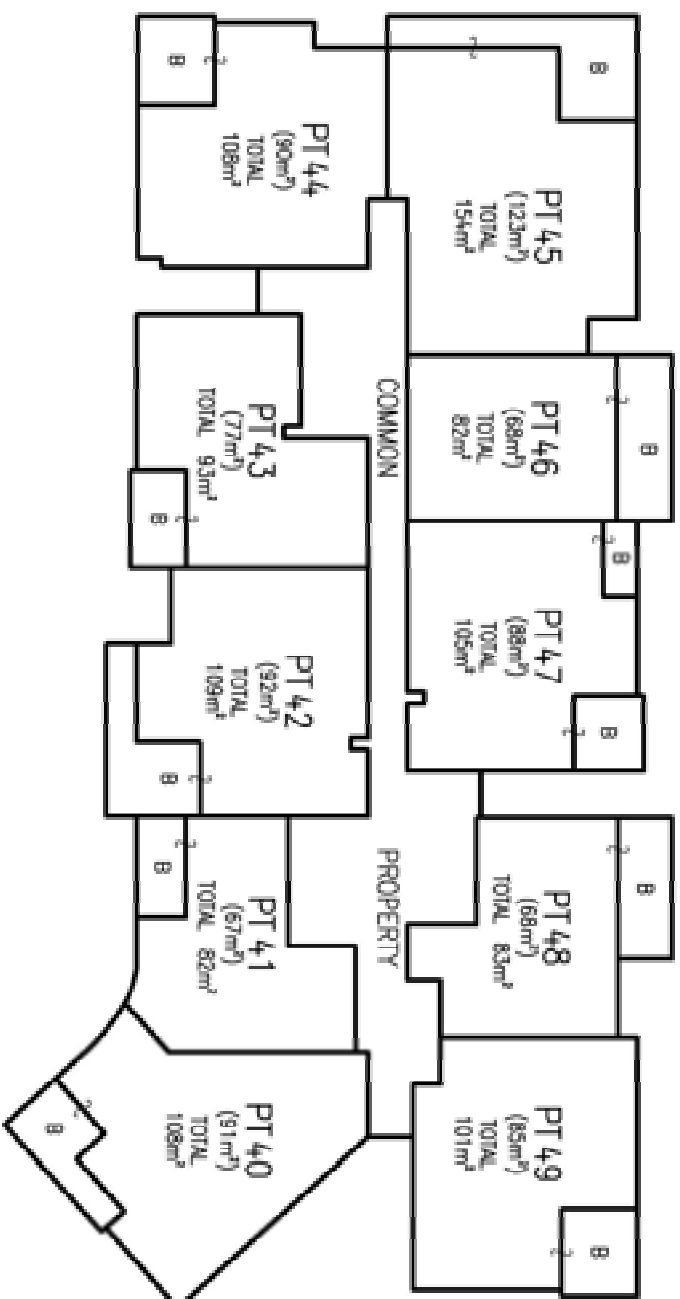


30.8.2017

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LEVEL 4

BUILDING A



B - COVERED BALCONY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSES OF THE STRATA SCHEMES (DEVELOPMENT ACT 2015). ONLY THEY MAY DIFFER FROM FLOOR PLANS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: MITCHELL KENN AMES

Surveyor's Ref: 150614 SP

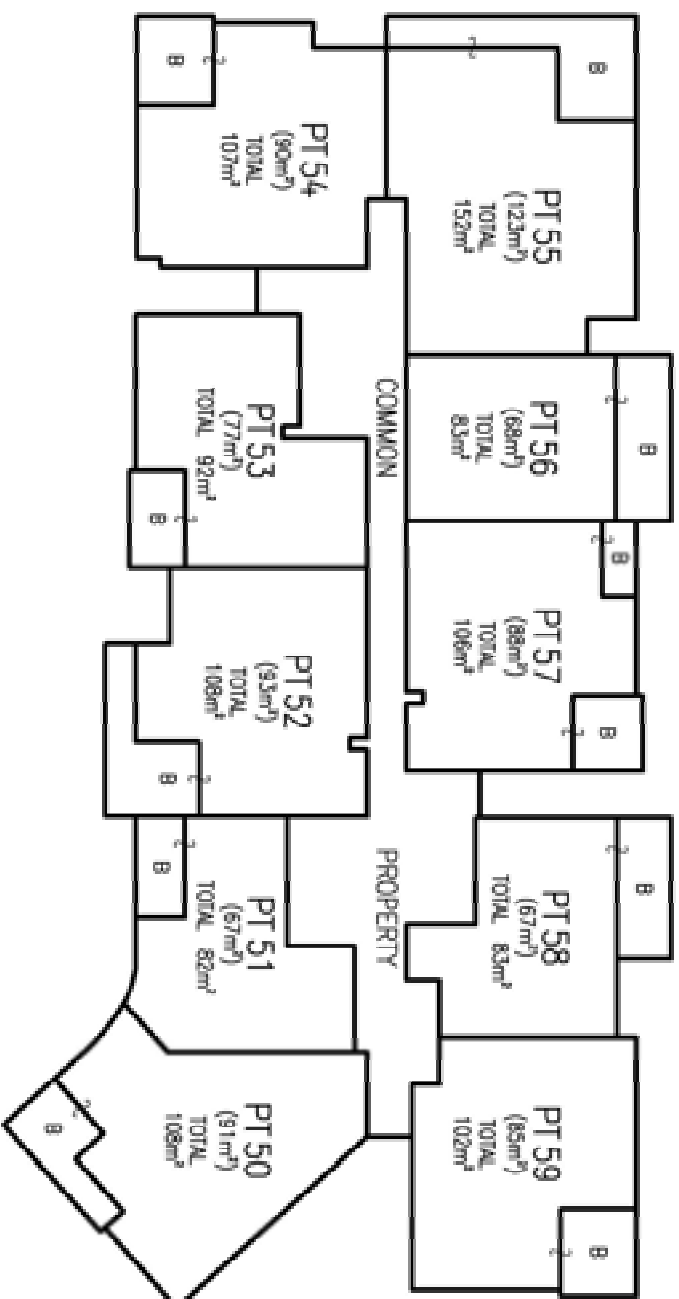
Subdivision No: 280/2017

Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017

SP96192

LEVEL 5
BUILDING A

B - CONCRETE BALCONY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (DEVELOPMENT ACT 2015).
ONLY THEY MAY DIFFER FROM FLOOR PLANS FOR OTHER PURPOSES.

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN.

Surveyor: MITCHELL KENN AMES

Surveyor's Ref: 150614-SP

Subdivision No: 280/2017

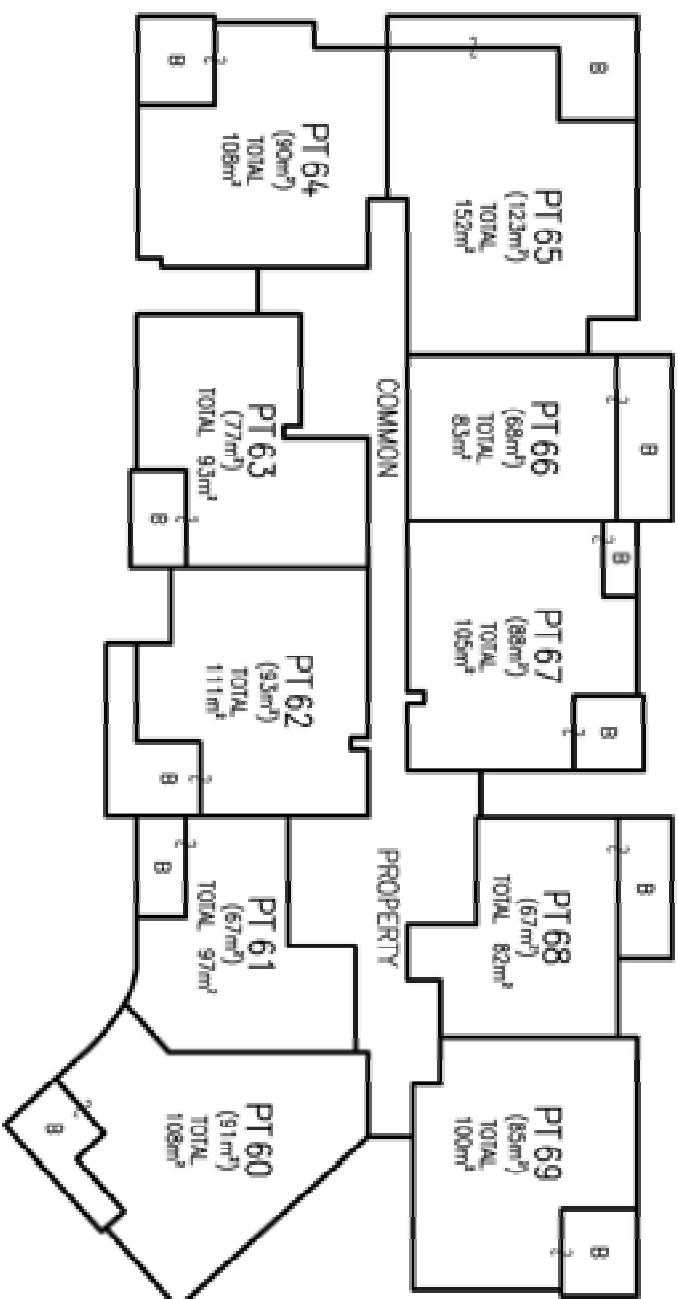
Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017

SP96192

LEVEL 6
BUILDING A



— CONTACT INFORMATION —

AREAS SHOWN ON THE FLOOD PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRADA SCENARIOS (DEVELOPMENT ACT 2015). ONLY THEY MAY DIFFER FROM FLOOD AREAS FOR OTHER PURPOSES.

ONLY. THEY MAY DIFFER FROM FLOOD AREAS FOR OTHER PURPOSES

THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY

FIGURE 2: NOT ALL COMMON PROPERTY STRUCTURES ARE SOWN

Surveyor: MITCHELL KEITH AYLES

Surveyor's Ref: 150514 SP

Subdivision No: 280/2017

Lengths are in metres. Reduction Ratio 1:200[mA]



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SP96192

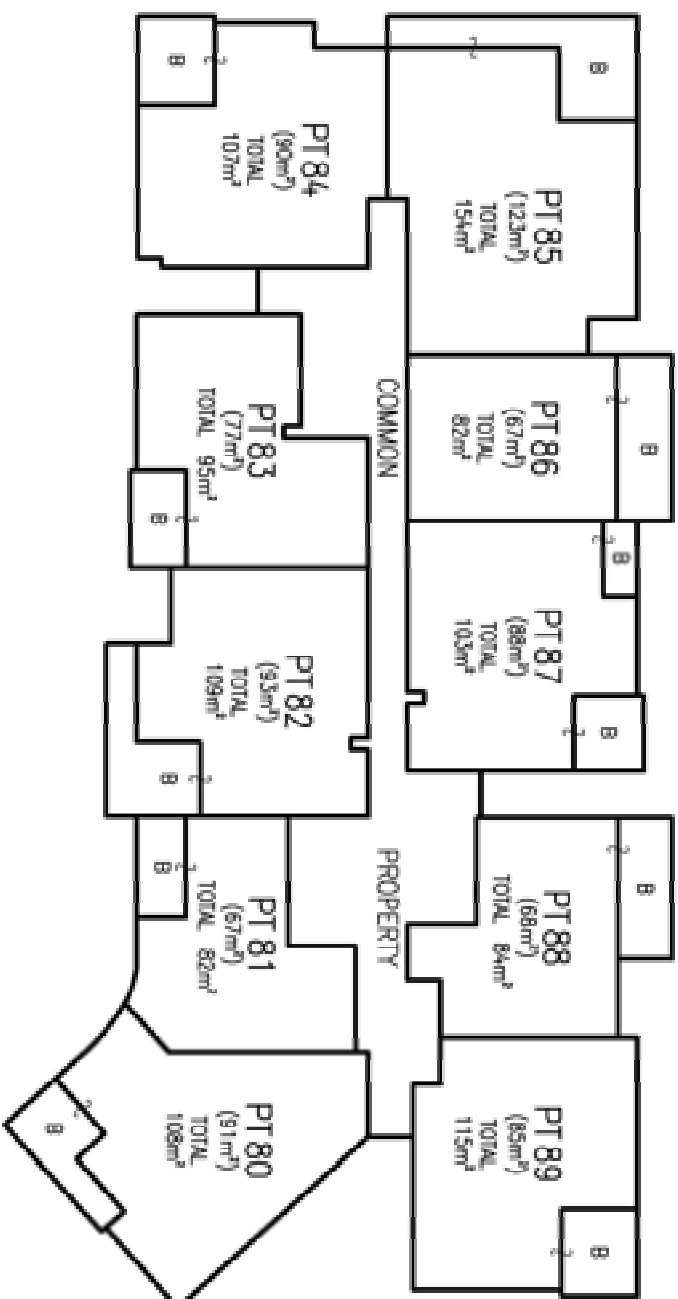


FIGURE 1 NOT ALL COMMON PROPERTY STRUCTURES ARE SWAM

Lengths are in metres. Reduction Ratio 1:200(AJ)



SP96192

LEVEL 8
BUILDING A

B - BALCONY

BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE
THE UPPER SURFACE OF THEIR RESPECTIVE
FLOORS EXCEPT WHERE COVERED WITH THIS LIMIT

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (DEVELOPMENT ACT 2015)
ONLY THEY MAY DIFFER FROM FLOOR PLANS FOR OTHER PURPOSES
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: MITCHELL KENN AMBES

Surveyor's Ref: 150514 SP

Subdivision No: 280/2017

Lengths are in metres Reduction Ratio 1:200(A3)



30.8.2017

SP96192



CP = COMMON PROPERTY
CT = COURTNEY
P = PLASTER

COURTARDS ARE LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR EXCEPT WHERE CONVENED WITHIN THIS LIMIT

ASAS SERVING ON THE FLOOD PLAIN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (DRAINAGE/CONTROL ACT 2013). ONLY THEY MAY DIFFER FROM FLOOD AREAS FOR OTHER PURPOSES.

THOSE PANS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SPECIFIC

Surveyor: MITCHELL KEITH ABBESS
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30.8.2017

SP96192

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

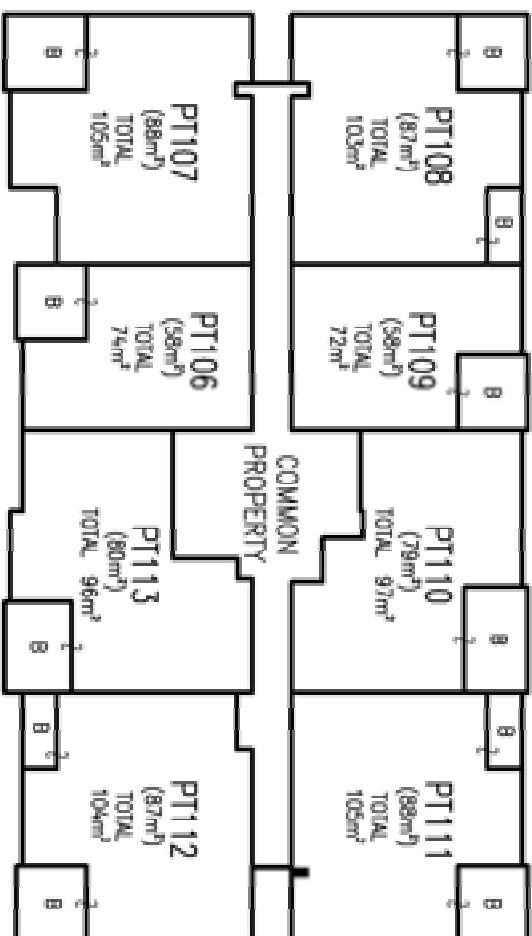
On 19 to 21 October



Surveyor: MITCHELL, KETH AARON
Surveyor's Ref: 150514 SP
Subdivision No: 280/2017
Lengths are in metres. Reduction Ratio: 1:

30.6.2017

SP96192

LEVEL 2
BUILDING B

B - COMMON BALCONY

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Surveyor's Ref: 150614-SP

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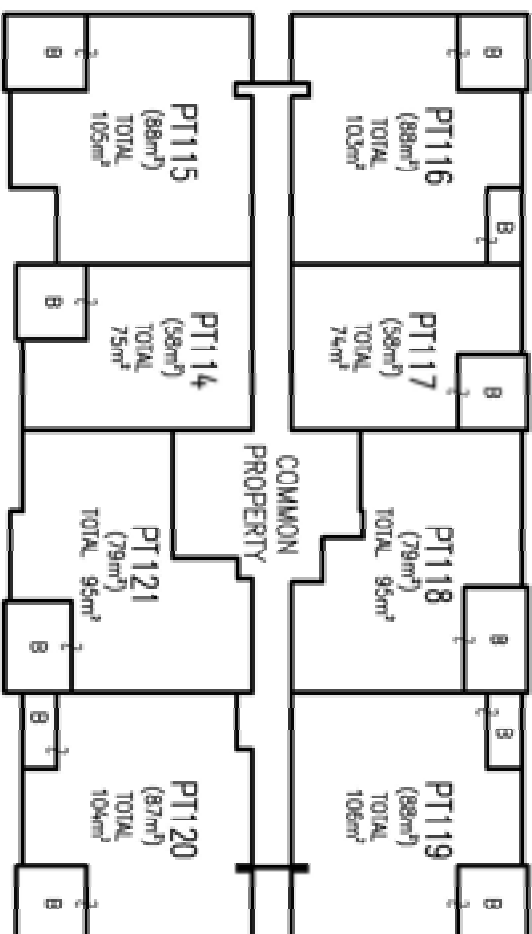


30.8.2017

SP96192

LEVEL 3

BUILDING B



B - COMMON BALCONY

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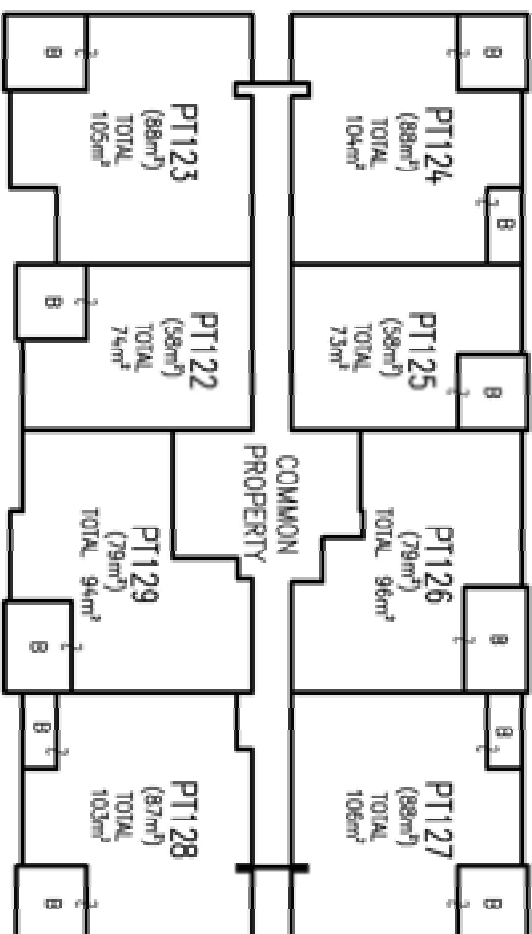
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30.8.2017

SP96192

LEVEL 4
BUILDING B



8 - CONCRETE BALCONY

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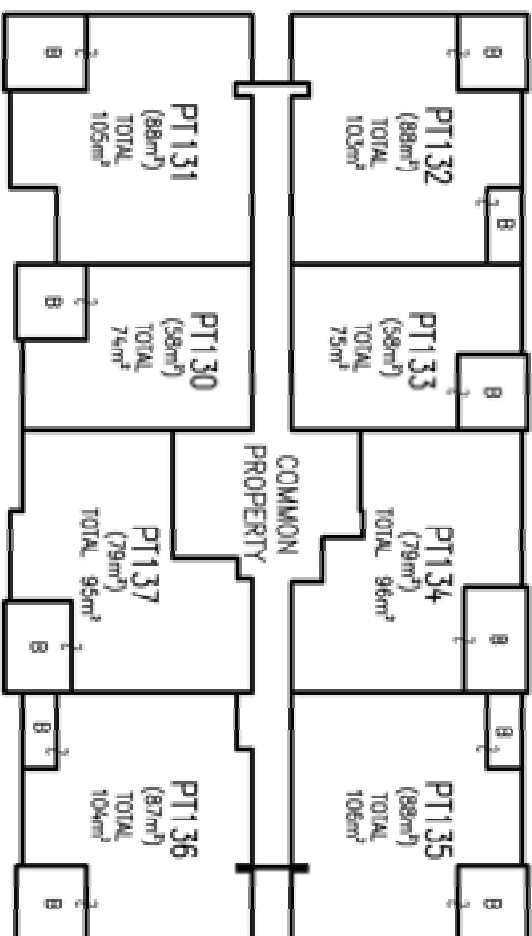
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30.8.2017

SP96192

LEVEL 5 BUILDING B



B - COMMON BALCONY

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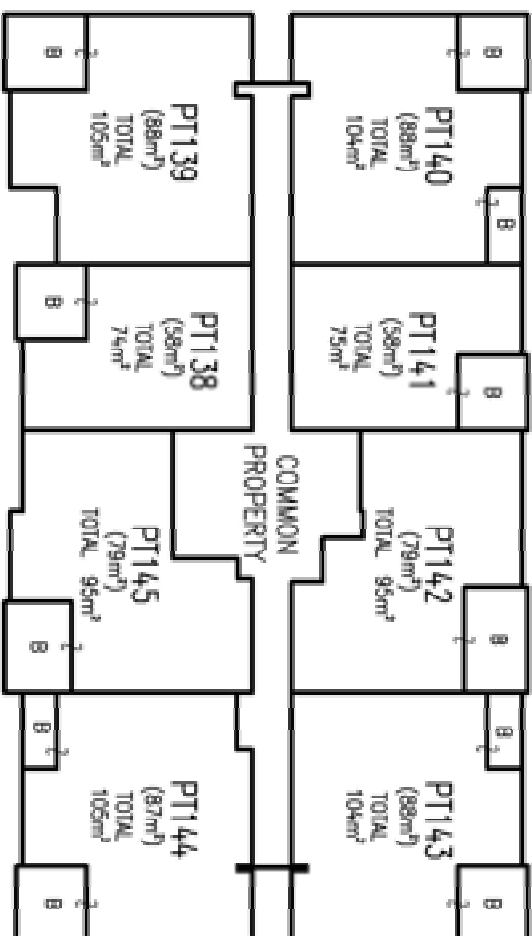
Subdivision No: 280/2017

Lengths are in metres Reduction Ratio 1:200(A3)



30.8.2017

SP96192

LEVEL 6
BUILDING B

B - COMMON BALCONY

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (DEVELOPMENT ACT 2015). ONLY THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.

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Subdivision No: 280/2017

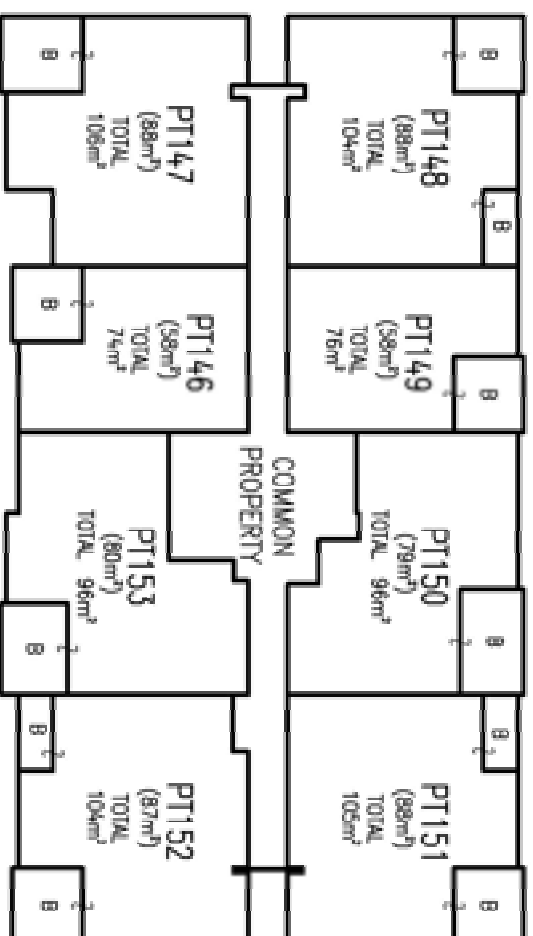
Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017

SP96192

LEVEL 7
BUILDING B



B - CONCRETE BALCONY

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Surveyor: MITCHELL KENN AMES

Surveyor's Ref: 150514-SP

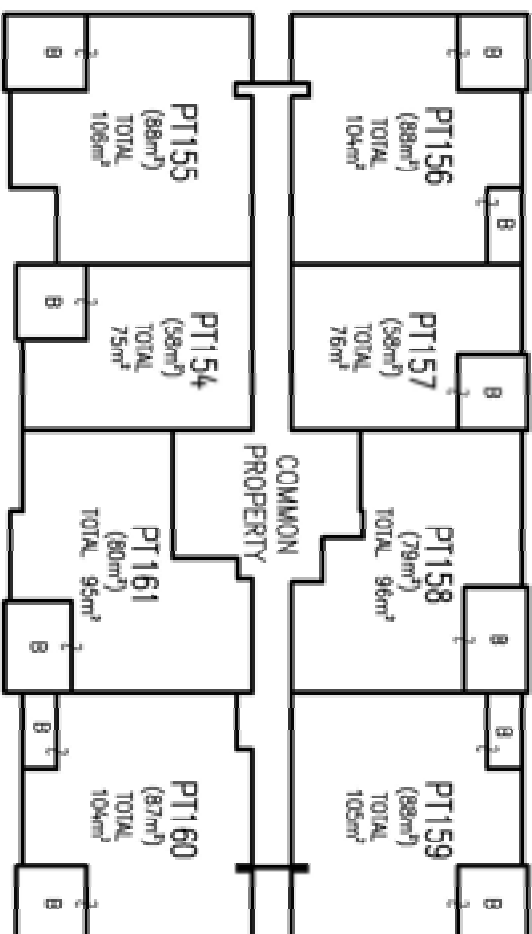
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Lengths are in metres. Reduction Ratio: 1:200(A3)



30.8.2017

SP96192

LEVEL 8
BUILDING B

B - BALCONY

BALCONIES ARE LIMITED IN HEIGHT TO 3 ABOVE
THE UPPER SURFACE OF THEIR RESPECTIVE
FLOORS EXCEPT WHERE COVERED WITH THIS LIMIT

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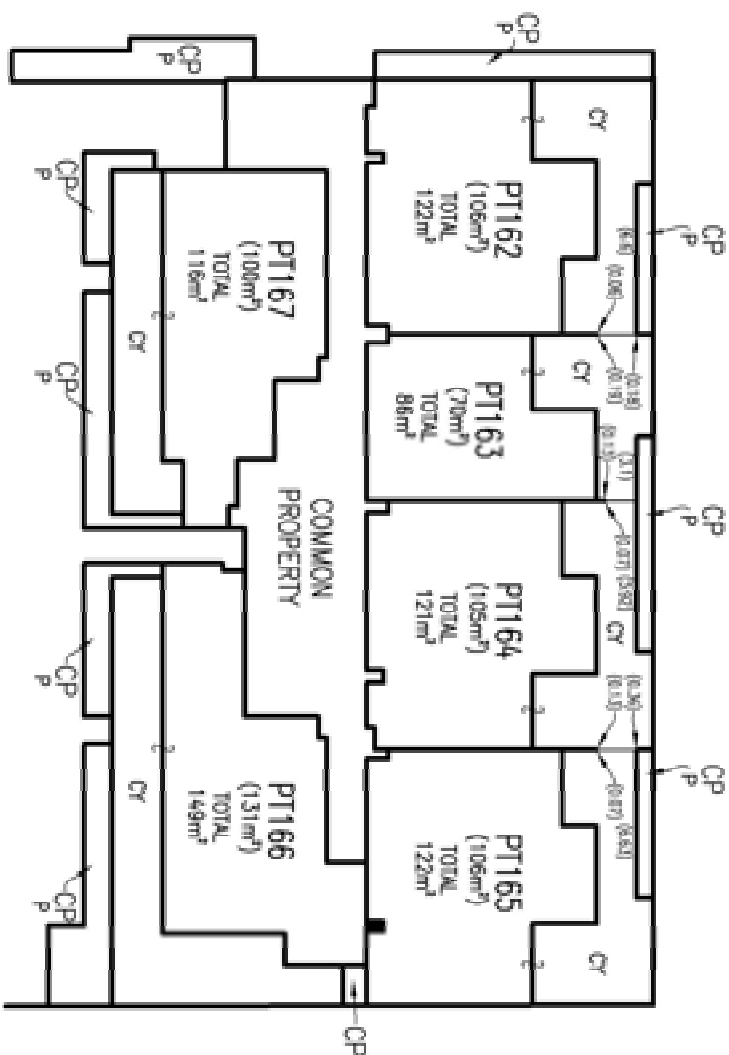


30.8.2017

SP96192

GROUND LEVEL

BUILDING C



CP - COMMON PROPERTY
CR - COURTYARD
P - PLANTER

COURTYARDS ARE LIMITED IN HEIGHT TO 3 ABOVE
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EXCEPT WHERE COVERED WITHIN THIS LIMIT

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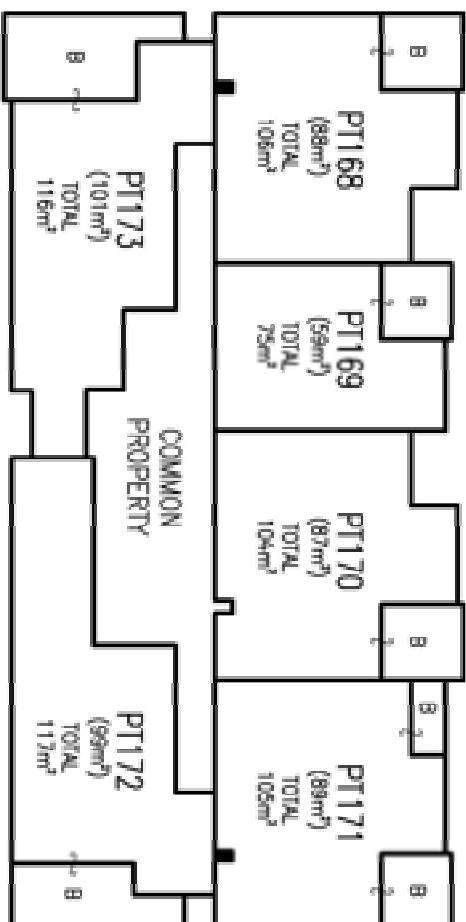
Surveyor: MITCHELL KENN AMBES
Surveyor's Ref: 150514 SP
Subdivision No: 280/2017
Lengths are in metres Reduction Ratio 1:200(As)



30.8.2017

SP96192

LEVEL 1
BUILDING C



8 - COMPOUND BALCONY

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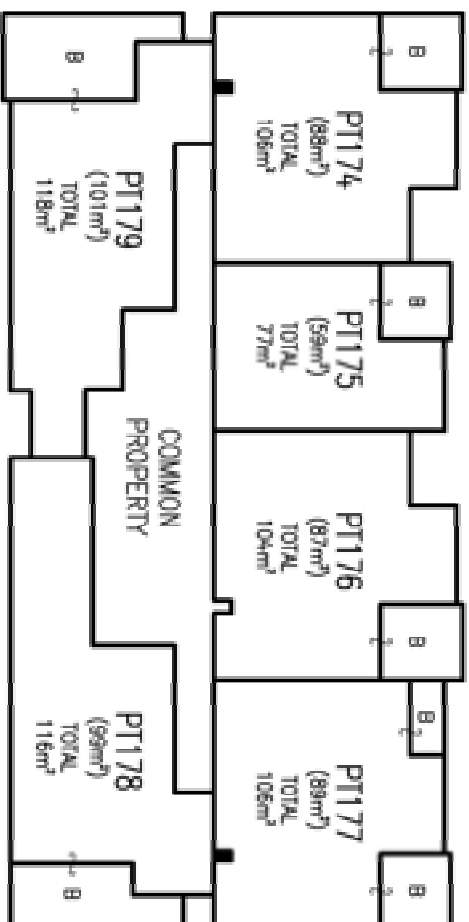


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SP96192

LEVEL 2

BUILDING C



8 - COMMON BALCONY

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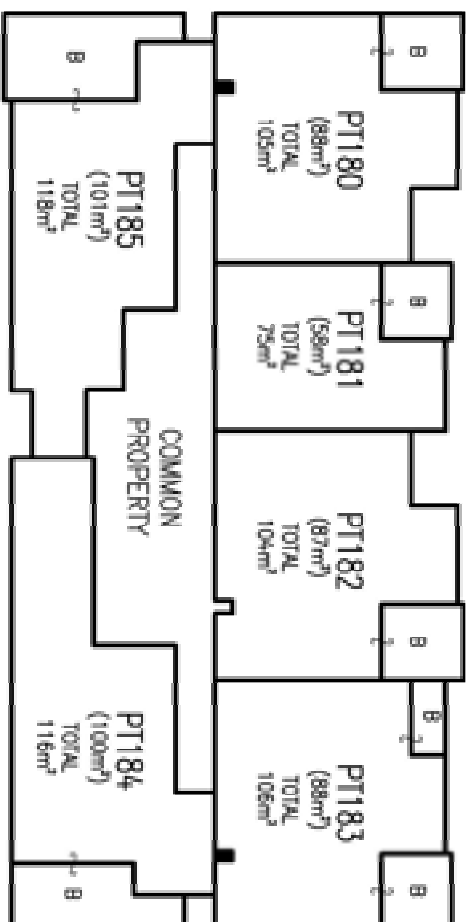
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30.8.2017

SP96192

LEVEL 3
BUILDING C



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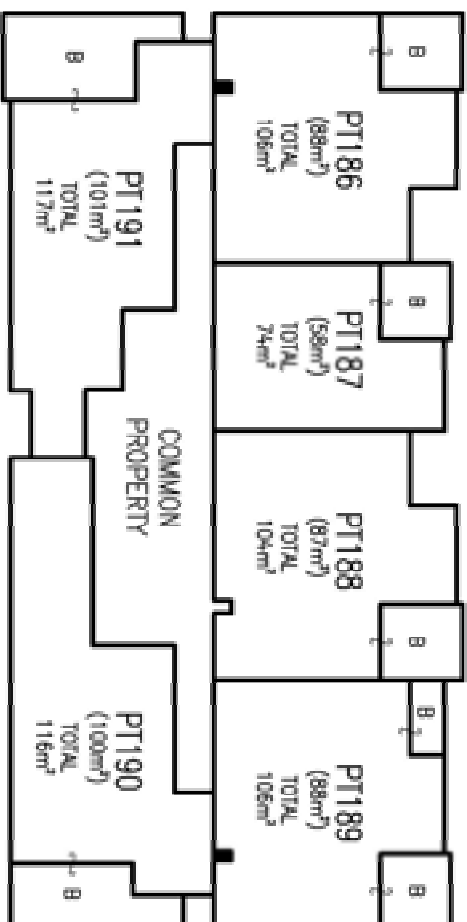
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LEVEL 4
BUILDING C



B - BALCONY

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30.8.2017

SP96192

ePlan

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only		Office Use Only			
Registered:  30.8.2017		SP96192			
PLAN OF SUBDIVISION OF LOT 309 DP 1231494		LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND			
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents 81 LORD SHEFFIELD CIRCUIT PENRITH NSW 2750		The by-laws adopted for the scheme are: * Model By-laws for residential schemes together with: — Keeping of animals: Option "A"/B — — Smoke penetration: Option "A"/B — (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan			
Provide an Australian address including a postcode					
Surveyor's Certificate I, <u>MITCHELL KEITH AYRES</u> of <u>Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</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 space *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^ Signature: <u>MA</u> Date: <u>8/8/2017</u> Surveyor ID: <u>8674</u> Surveyor's Reference: <u>150514 SP</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement		Strata Certificate (Accredited Certifier) I, <u>ANTHONY ALLEN</u> being an Accredited Certifier, accreditation number <u>BBB0004</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public space 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: <u>280/2017</u> Relevant Planning Approval No. <u>CDC 2017/115</u> Issued by: <u>ANTHONY ALLEN (BBB0004)</u> Signature: <u>Al</u> Date: <u>11/8/17</u> ^ Insert lot numbers of proposed utility lots.			

* Strike through if inapplicable

ePlan

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)																																																																																																																																																																																																																																																																																																																																																																																																																																																																
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 40%;"> <p>Office Use Only</p> <p>Registered: 30.8.2017</p> </div> <div style="width: 60%; text-align: center;"> <p style="font-size: 2em; margin: 0;">SP96192</p> </div> </div>		<p>Office Use Only</p>																																																																																																																																																																																																																																																																																																																																																																																																																																																																
<p>Valuer's Certificate</p> <p>I, <u>Katie Haack</u> being a qualified valuer, as defined in the <i>Strata Scheme Development Act 2015</i>, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with <i>Schedule 2 Strata Schemes Development Act 2015</i></p> <p>Signature: <u></u> Date: <u>11/08/17</u></p>																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
<p>SCHEDULE OF UNIT ENTITLEMENT</p> <table style="width:100%; border-collapse: collapse; font-family: sans-serif; font-size: 0.9em;"> <thead> <tr> <th>LOT</th><th>UE</th><th>LOT</th><th>UE</th><th>LOT</th><th>UE</th><th>LOT</th><th>UE</th><th>LOT</th><th>UE</th><th>LOT</th><th>UE</th><th>LOT</th><th>UE</th></tr> </thead> <tbody> <tr><td>1</td><td>649</td><td>31</td><td>458</td><td>61</td><td>483</td><td>91</td><td>542</td><td>121</td><td>502</td><td>151</td><td>562</td><td>181</td><td>429</td></tr> <tr><td>2</td><td>432</td><td>32</td><td>542</td><td>62</td><td>557</td><td>92</td><td>424</td><td>122</td><td>433</td><td>152</td><td>562</td><td>182</td><td>542</td></tr> <tr><td>3</td><td>409</td><td>33</td><td>502</td><td>63</td><td>517</td><td>93</td><td>424</td><td>123</td><td>547</td><td>153</td><td>522</td><td>183</td><td>542</td></tr> <tr><td>4</td><td>561</td><td>34</td><td>552</td><td>64</td><td>566</td><td>94</td><td>522</td><td>124</td><td>547</td><td>154</td><td>453</td><td>184</td><td>581</td></tr> <tr><td>5</td><td>689</td><td>35</td><td>680</td><td>65</td><td>695</td><td>95</td><td>537</td><td>125</td><td>433</td><td>155</td><td>566</td><td>185</td><td>557</td></tr> <tr><td>6</td><td>430</td><td>36</td><td>429</td><td>66</td><td>443</td><td>96</td><td>542</td><td>126</td><td>512</td><td>156</td><td>566</td><td>186</td><td>547</td></tr> <tr><td>7</td><td>541</td><td>37</td><td>542</td><td>67</td><td>557</td><td>97</td><td>463</td><td>127</td><td>547</td><td>157</td><td>453</td><td>187</td><td>433</td></tr> <tr><td>8</td><td>442</td><td>38</td><td>448</td><td>68</td><td>463</td><td>98</td><td>419</td><td>128</td><td>547</td><td>158</td><td>532</td><td>188</td><td>547</td></tr> 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<tr><td>24</td><td>547</td><td>54</td><td>562</td><td>84</td><td>576</td><td>114</td><td>429</td><td>144</td><td>557</td><td>174</td><td>537</td><td>204</td><td>10</td></tr> <tr><td>25</td><td>675</td><td>55</td><td>690</td><td>85</td><td>704</td><td>115</td><td>542</td><td>145</td><td>517</td><td>175</td><td>424</td><td>205</td><td>1</td></tr> <tr><td>26</td><td>424</td><td>56</td><td>438</td><td>86</td><td>453</td><td>116</td><td>542</td><td>146</td><td>448</td><td>176</td><td>537</td><td>206</td><td>1</td></tr> <tr><td>27</td><td>537</td><td>57</td><td>552</td><td>87</td><td>566</td><td>117</td><td>429</td><td>147</td><td>562</td><td>177</td><td>537</td><td>207</td><td>1</td></tr> <tr><td>28</td><td>443</td><td>58</td><td>458</td><td>88</td><td>473</td><td>118</td><td>507</td><td>148</td><td>562</td><td>178</td><td>576</td><td>208</td><td>1</td></tr> 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</table>			LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	1	649	31	458	61	483	91	542	121	502	151	562	181	429	2	432	32	542	62	557	92	424	122	433	152	562	182	542	3	409	33	502	63	517	93	424	123	547	153	522	183	542	4	561	34	552	64	566	94	522	124	547	154	453	184	581	5	689	35	680	65	695	95	537	125	433	155	566	185	557	6	430	36	429	66	443	96	542	126	512	156	566	186	547	7	541	37	542	67	557	97	463	127	547	157	453	187	433	8	442	38	448	68	463	98	419	128	547	158	532	188	547	9	551	39	547	69	562	99	532	129	507	159	566	189	547	10	547	40	562	70	576	100	532	130	438	160	566	190	586	11	448	41	463	71	478	101	419	131	552	161	527	191	562	12	532	42	547	72	562	102	498	132	552	162	542	192	10	13	493	43	507	73	522	103	532	133	438	163	429	193	10	14	542	44	557	74	571	104	532	134	517	164	542	194	10	15	670	45	685	75	699	105	493	135	552	165	542	195	10	16	419	46	433	76	448	106	424	136	552	166	571	196	20	17	532	47	547	77	562	107	537	137	512	167	522	197	20	18	438	48	453	78	468	108	537	138	443	168	532	198	10	19	537	49	552	79	566	109	424	139	557	169	419	199	1	20	552	50	566	80	581	110	502	140	557	170	532	200	10	21	453	51	468	81	483	111	537	141	443	171	532	201	10	22	537	52	552	82	566	112	537	142	522	172	571	202	10	23	498	53	512	83	527	113	498	143	557	173	547	203	10	24	547	54	562	84	576	114	429	144	557	174	537	204	10	25	675	55	690	85	704	115	542	145	517	175	424	205	1	26	424	56	438	86	453	116	542	146	448	176	537	206	1	27	537	57	552	87	566	117	429	147	562	177	537	207	1	28	443	58	458	88	473	118	507	148	562	178	576	208	1	29	542	59	557	89	581	119	542	149	448	179	552			30	557	60	571	90	429	120	542	150	527	180	542			AGGREGATE												100000	
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STRATA PLAN FORM 3 (PART 1) (2012)

WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered



30.8.2017

SP96192

PLAN OF SUBDIVISION OF
LOT 309 DP 1231494

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

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals - see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 280/2017

Date of endorsement: 11/8/17

THORNTON NORTH PENRITH No.2 PROPRIETARY LIMITED
ACN 606 524 707

TIMOTHY CASEY

NAME OF DIRECTOR

DEBORAH LANDES

NAME OF DIRECTOR

SIGNATURE OF DIRECTOR

SIGNATURE OF DIRECTOR

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its Attorney
who holds the position of Level 2 Attorney
under Power of Attorney Registered No 39
Book 4512 in the presence of:

WITNESS

CAROLINE SHEN
Associate

NAB Corporate Property NSW

255 GEORGE ST SYDNEY

ATTORNEY

RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

SURVEYORS REFERENCE: 150514 SP



R.P. 13. No. **J-38042**

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) Exempt from Stamp Duty

Assistant Commissioner of Lands

THE COMMONWEALTH OF AUSTRALIA

Fees:-
Lodgment
Endorsement
Certificate

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

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

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

(herein called transferee)

do hereby transfer to the said transferee

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

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

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

ENCUMBRANCES, &c., REFERRED TO:

Nil

Signed at **SYDNEY** the **third** day of **November** 1958.

Signed in my presence on behalf of the Commonwealth of Australia by **John G. H. Evans** Acting Solicitor-General for the Commonwealth who is personally known to me

Signed **John G. H. Evans** Acting for Secretary, Attorney-General's Department.

I accepted for and on behalf of **THE ELECTRICITY COMMISSION OF NEW SOUTH WALES** by me **John G. H. Evans** **Commissioner of Lands** and I hereby certify this Transfer to be correct **FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1900** and I further certify that the said resolution has not been revoked or varied in any way.

Commissioner of Lands and Secretary.

Transferee(s)

* 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-variation on back of form signed by the attorney before a witness.

18 B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and neither any person falsely or negligently certifying herein to a penalty of £500, also to damage 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. Where 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 anyone. The words rejected should be crossed 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.

Reg:R964928 /Doc:DL J038042 /Rev:03-Apr-1997 /NSW LRS /Pgs:ALL /Prt:24-Nov-2021 11:14 /Seq:1 of 4

J. 38042

LODGED BY

No. **H-413999**

CONSENT OF MORTGAGEE!

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

I,

mortgagee under Mortgage No.

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

Dated at _____ this _____ day of _____ 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— _____

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 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.

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

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. If the instrument itself is signed or acknowledged before one of these parties.

INDEXED	MEMORANDUM OF TRANSFER
<input checked="" type="checkbox"/>	<i>Receiving interest</i> <i>Receiving (Salary) of a and</i> <i>receiving certain rights</i>
Checked by <i>JDM</i>	Particulars entered in Register Book Volume <i>6620</i> Folio <i>94</i>
Passed (in S.D.B.) by <i>11/12</i>	<i>on 11th day of August 1962</i> <i>10 minutes past 2 o'clock in the afternoon</i>
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar-General

DOCUMENTS LODGED HEREWITH.

To be filed in by person lodging dealing

1	4	Received	Doc.
2	5	No.	
3	6	Receiving Clerk.	

PROGRESS RECORD.

	Initia	Date
Sent to Survey Branch		
Received from Records	<i>11</i>	<i>11/12</i>
Draft written ...	<i>11</i>	<i>3/7</i>
Draft examined	<i>11</i>	<i>3/8/62</i>
Diagram prepared	<i>11</i>	<i>13/8/62</i>
Diagram examined	<i>11</i>	<i>13/8/62</i>
Draft forwarded	<i>11</i>	<i>13/8/62</i>
Supt. of Engrs.	<i>11</i>	<i>13/8/62</i>
Cancellation Clerk	<i>11</i>	<i>13/8/62</i>
Vol. 8388 Fol. 122		

EXECUTION OUTSIDE NEW SOUTH WALES.

Execution may be proved where the parties are resident—
(a) in any part of the British Empire outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Protesting before any Judge, Notary Public, Justice of the Peace for New South Wales, Commissioner for taking affidavits for New South Wales, or Mayor or Clerk 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 of the State or the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor of any City, or 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, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Consul General Agent), (ii) an Australian Consular Officer (which includes an Australian High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), or should also his seal of office, or the attesting witness may make a declaration of the execution thereof before one of such persons (who should sign and affix his seal of office, declaration), or such other person as the said Chief Justice may appoint.

The fees are—Upon lodgment (a) £1-10-0, if accompanied by the relevant or evidence of production thereof, (b) £1-15-0 otherwise. This fee includes entry of the Certificate in the Transfer. In addition the following fees are payable—(a) 5/- for each Certificate included in the Transfer, (b) 2/- for each new Certificate of Title issued, (c) 1/- where the Transfer contains no plan purporting to affect the use of any land, (d) 1/- where the Transfer is expressed to be made together with an instrument or expressed to be an assessment or in any way creates an assessment, (e) 5/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 5/- for each additional folio where the Certificate is drawn before, (g) as approved, in cases involving more than one single diagram or diagram other than a single diagram.

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

LEAVE THESE SPACES FOR DEPARTMENTAL USE.




J 38042

H-113999

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

This is the annexure referred to in Memorandum of Transfer from
THE COMMONWEALTH OF AUSTRALIA to THE ELECTRICITY COMMISSION OF NSW
SOUTH WALES made the 11th day of November 1958.


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


Acting Solicitor General

B

67000000

RE J 38042

PLAN

of part of portion 90⁽²⁴⁾
Parish of Castlereagh County of Cumberland

1409

Scale - 100 Feet to an Inch.

C. T. Vol. 6620 Fol. 24
Commonwealth of

[Engineer's]

5

Q

Again

1413

0617150

From Bathurst

GREAT

WESTERN

1 Norman Lepel Bennett, of 38 Marin Place, Sydney, a Surveyor registered under the Surveyors

Act 1929 do hereby solemnly and sincerely declare [3] that all boundaries and measurements shown

on this point are correct.¹⁰ That all survey marks found and relevant physical objects are or adjacent to be

As of now, the two theories are not known. However, the fact that the two theories are not known is not a problem. The fact that the two theories are not known is not a problem. The fact that the two theories are not known is not a problem.

in order to be consistent with the Survey Analysis Revolution that has been considered on the level of national legislation, it is necessary to be consistent with the Survey Analysis Revolution that has been considered on the level of national legislation.

Mark has been placed as shown herein. And I make this solemn declaration conscientiously believing the same

to be true and by virtue of the provisions of the Oaths Act 1900

Norman H. Bennett

Surveyor registered under the Surveyors Act 1929.

i. lot No. entered in C.O. on 22.5.15

think

November 8

E3450A

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

Asymuth taken from line A-B.

P. 145

2. $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$
 3. $\frac{1}{4} \times \frac{1}{4} = \frac{1}{16}$
 4. $\frac{1}{16} \times \frac{1}{16} = \frac{1}{256}$
 5. $\frac{1}{256} \times \frac{1}{256} = \frac{1}{65536}$



'76 AUG 10 PM



MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

A	18
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This form is for use when the donor (lessor) is a company or other legal entity.

Transferring any interest in land requires a deed, which must be signed by the donor and witnessed by two or more persons who are not parties to the transaction. The deed must be deposited with the Registrar-General for recording and certified by the Registrar-General before it can be used.

See full name, address and occupation of transferee.

1. DONOR INDUSTRIAL PTY. LTD. (formerly Donal Industrial Pty. Ltd.)
 a Company duly incorporated and having its registered office at C/- R.F. Weston & Co., 163 Clarence Street, Sydney in the State of New South Wales.

Note change of name.

hereinafter referred to as the TRANSFEROR

See if a fee is to be paid for being registered proprietor of an estate in fee simple.

being registered proprietor of an estate in fee simple

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

See if a deed is to be used. If so, the deed must be signed by the donor and witnessed by two or more persons who are not parties to the transaction.

1. Reservations and conditions, if any, contained in the Crown Grant.
2. Easement for Transmission Line created by Notice of Reservation No. H467378.
3. Mortgage Registered No. M555695 to Cuscon Credit Corporation Limited.

In consideration of One thousand five hundred dollars

(£ 1,500.00)

See if a receipt is to be used. If so, the receipt must be signed by the transferee and witnessed by two or more persons who are not parties to the transaction.

(the receipt whereof is hereby acknowledged), paid to the transferee by

THE GOVERNMENT OF AUSTRALIA

and GOVERNMENT hereby transfers to

See full name, address and occupation of transferee. If a deed is to be used, the deed must be signed by the transferee and witnessed by two or more persons who are not parties to the transaction. Unless otherwise stated, transferee to whom land is transferred is to be in legal estate.

THE GOVERNMENT OF AUSTRALIA

(With Consent of Attorney)

hereinafter referred to as the TRANSFEEE

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

in the land described in the following schedule

Reference to title		Whole or Part	Description of land if part only	County	Parish
Volume	Folio				
11261	220	PART	Being a grant of easement over the "Site of Proposed Easement for Stormwater Drainage 10m wide and Variable" in Deposited Plan No. 603770	CUMBERLAND	CASTLEREACH

See full name and place number, lot, etc., and other details of Land Conveyance Act, 1955.

RULE UP ALL BLANKS

An easement to drain water through ALL THAT piece or parcel of land shown in Deposited
Plan No. ~~110000~~ ⁶⁸¹⁰⁰⁰ as "Site of Proposed Easement for Stormwater Drainage 10m Wide and
Variable Area 1000m²"

AND IT IS HEREBY AGREED AND DECLARED

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

AND IT IS HEREBY FURTHER AGREED AND DECLARED that the land to which the benefit of this easement is appurtenant is the land comprised in Certificates of Title Volume 10140 Folio 229, Volume 11090 Folio 35, Volume 11470 Folio 75 and Volume 9914 Folio 19.

40

[Handwritten signature]

Dated at Yagoona this 24th



1976

10 Further proof of execution
of a deed or instrument
may be given by the witness
who is a party to the deed or
instrument in question.

Where executed in New
South Wales, the witness
must be a person who is
not a party to the deed or
instrument in question, and
who is not a partner or
agent of any of the parties
to the deed or instrument
in question.

Where executed in any part
of the Commonwealth of
Australia or in any foreign
country, it is not necessary
that the witness be a person
who is not a partner or
agent of any of the parties
to the deed or instrument
in question.

Where executed in foreign
countries, the witness must
be a person who is not a
partner or agent of any of
the parties to the deed or
instrument in question, and
who is not a partner or
agent of any of the parties
to the deed or instrument
in question.

11 Where executed in New
South Wales, the witness
must be a person who is
not a party to the deed or
instrument in question, and
who is not a partner or
agent of any of the parties
to the deed or instrument
in question.

12 May be witnessed by any
competent person not being
a party to the deed.

Signed in my presence by the transferee who is personally
known to me

THE COMMON SEAL of A.J. DAVIS INDUSTRIAL

Signature of witness

PIV. LTD. was affixed hereto by authority

Name of witness (BLOCK LETTERS)

of the Board of Directors and in the

Qualification of witness

presence of:-

[Signature]
Secretary

13 Accepted and certified correct for the purposes of the
Real Property Act, 1900.

For and on behalf of THE

COMMONWEALTH OF AUSTRALIA by a

person holding or performing the
duties of the office of Assistant

Signature of witness

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

Signature of witness (BLOCK LETTERS)

Address of witness

An Officer of the Attorney
General's Department.

[Signature]
Transferor

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


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

who is personally known to me

[Signature]
Justice of the Peace

CUSTOM CREDIT CORPORATION LIMITED
BRANCH ATTORNEY

ASSISTANT BRANCH MANAGER - EDGECLIFF

P 850417		\$18-G	
DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER <i>1 front of an easement to drain water</i>		Lodged by <i>Deputy Crown Solicitor</i>	
		Address: <i>119 Phillip Street, Sydney</i>	
		Phone No.: <i>SP 28290/56</i>	
		Documents lodged herewith	
		1 <i>4CT</i>	
		2 <i>CO/11261-228 PROD</i>	
		3 <i>Certification of Plans</i> <i>10-2-77</i>	
		4	
		5	
REGISTERED		Received Documents <i>1-3</i>	
<i>7-2-1977</i>		Receiving Clerk	
<i>[Signature]</i>			
Registrar General			
			
AUTHORITY FOR USE OF INSTRUMENT OF TITLE			
Authority is hereby given for the use of _____			
(Insert reference to certificates, grants or dealings)		lodged	
in connection with _____		for the	
(Insert number of plan or dealing)		registration of this dealing and for delivery to _____	
(BLOCK LETTERS)			
Signature _____			
Name (BLOCK LETTERS) _____			
MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY			
(To be signed at the time of executing the within dealing)			
The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. <i>154771</i>			
Miscellaneous Register under the authority of which he has just executed the within dealing.			
Signed at <i>ROCKLIFF</i>			
on <i>24th day June 1976</i>			
<i>[Signature]</i>			
Signature of attorney			
<i>[Signature]</i>			
Signature of witness			
CERTIFICATE OF J.P., AT, TAKING DECLARATION OF ATTESTING WITNESS			
I certify that _____			
the attesting witness to this dealing, appeared before me at _____			
the _____ day of _____ 19 _____			
and declared that he personally knew _____			

the person signing the same, and whose signature thereto he has attested, and that the same purporting to be such signature of the said _____			

is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.			
Signature _____			
Name (BLOCK LETTERS) _____			
Qualification _____			

INDEX 1972

Document No. C-54, J-1 (C-54) for delivery

EXTRA FEES PAYABLE
Change of Name (Syllable)

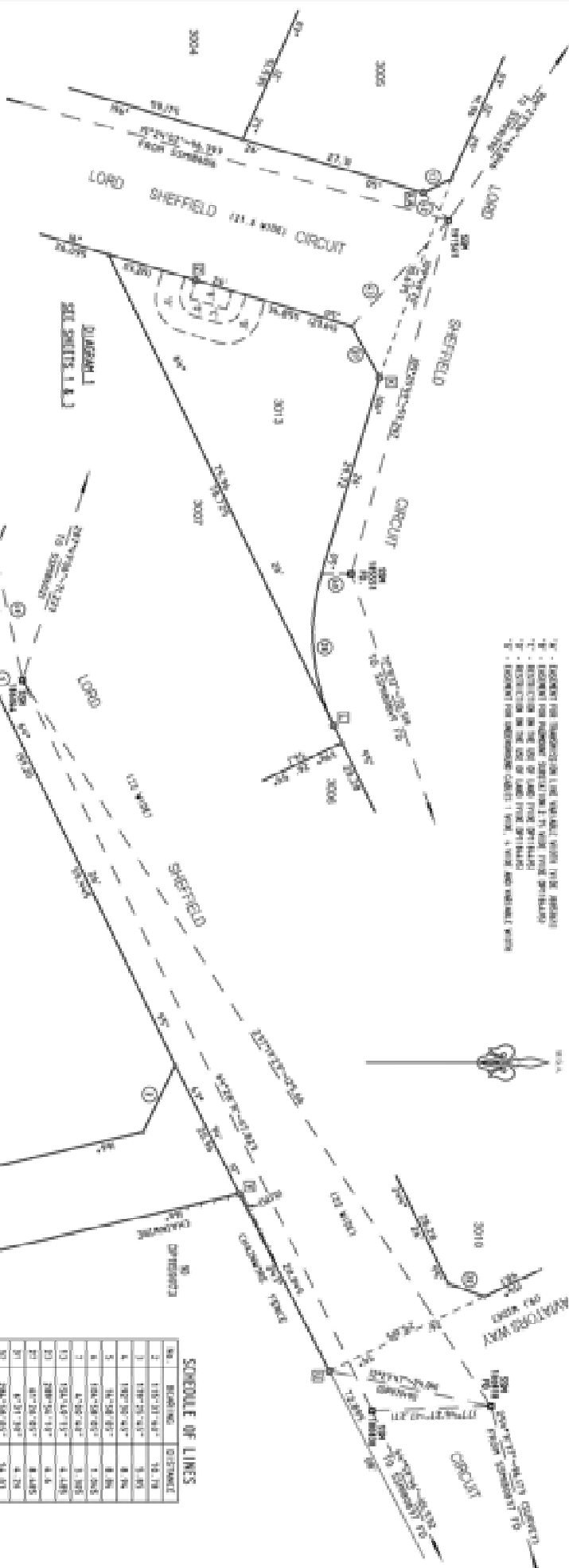
M.P.D.

RECON

1. 12.1988 2. 12.1988 3. 12.1988 4. 12.1988

It is hereby declared that the instrument of title has been lodged for the purpose of the dealing, or as the case may be, for the purpose of the dealing, and the authority of the person lodging the instrument is hereby acknowledged.


Notary required where dealing attested in accordance with provisions of the Act, in order to be signed for use of the instrument, referred to in this Act.



No.	Material	Chemical	Amount
1	Aluminum foil	4.50	24
2	Aluminum foil	17.1	24
3	Aluminum foil	22.15	1
4	Aluminum foil	1.75	24

[illegible]

SCHEDULE OF LINES		
NO.	DESCRIPTION	DATE
1	1000-01-001	10-10
2	1000-02-001	10-10
3	1000-03-001	10-10
4	1000-04-001	10-10
5	1000-05-001	10-10
6	1000-06-001	10-10
7	1000-07-001	10-10
8	1000-08-001	10-10
9	1000-09-001	10-10
10	1000-10-001	10-10
11	1000-11-001	10-10
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94	1000-94-001	10-10

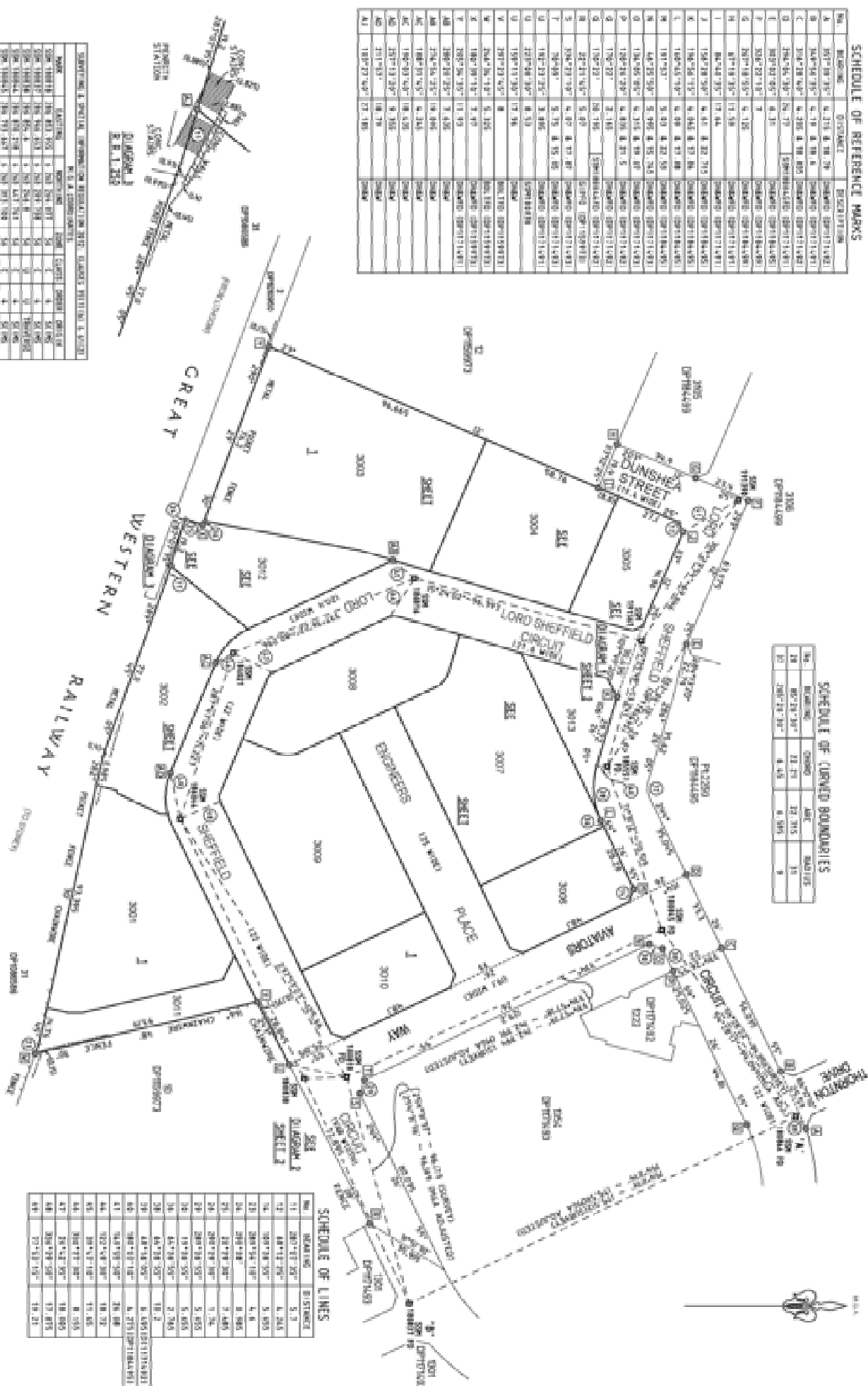
Surveyor: Charles D. Smith Date of Survey: 2/26/2015 Surveyor's Ref: 12-15-04	PLAN OR SUBDIVISION OF LOT 1184 DEPT 1184	LCA: PERMATH Locality: PERMATH Subdivision No: 046715 Length and area: Survey Map 1: 420	Registered  1.7.2015	DP1184498
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SCHEDULE OF REFERENCE MARKS

[illegible]

SOME QUALITY OF CURRICULUM REFORMS

Year	1995-96	1996-97	1997-98	1998-99	1999-00	2000-01	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	2037-38	2038-39	2039-40	2040-41	2041-42	2042-43	2043-44	2044-45	2045-46	2046-47	2047-48	2048-49	2049-50	2050-51	2051-52	2052-53	2053-54	2054-55	2055-56	2056-57	2057-58	2058-59	2059-60	2060-61	2061-62	2062-63	2063-64	2064-65	2065-66	2066-67	2067-68	2068-69	2069-70	2070-71	2071-72	2072-73	2073-74	2074-75	2075-76	2076-77	2077-78	2078-79	2079-80	2080-81	2081-82	2082-83	2083-84	2084-85	2085-86	2086-87	2087-88	2088-89	2089-90	2090-91	2091-92	2092-93	2093-94	2094-95	2095-96	2096-97	2097-98	2098-99	2099-00	2100-01	2101-02	2102-03	2103-04	2104-05	2105-06	2106-07	2107-08	2108-09	2109-10	2110-11	2111-12	2112-13	2113-14	2114-15	2115-16	2116-17	2117-18	2118-19	2119-20	2120-21	2121-22	2122-23	2123-24	2124-25	2125-26	2126-27	2127-28	2128-29	2129-30	2130-31	2131-32	2132-33	2133-34	2134-35	2135-36	2136-37	2137-38	2138-39	2139-40	2140-41	2141-42	2142-43	2143-44	2144-45	2145-46	2146-47	2147-48	2148-49	2149-50	2150-51	2151-52	2152-53	2153-54	2154-55	2155-56	2156-57	2157-58	2158-59	2159-60	2160-61	2161-62	2162-63	2163-64	2164-65	2165-66	2166-67	2167-68	2168-69	2169-70	2170-71	2171-72	2172-73	2173-74	2174-75	2175-76	2176-77	2177-78	2178-79	2179-80	2180-81	2181-82	2182-83	2183-84	2184-85	2185-86	2186-87	2187-88	2188-89	2189-90	2190-91	2191-92	2192-93	2193-94	2194-95	2195-96	2196-97	2197-98	2198-99	2199-00	2200-01	2201-02	2202-03	2203-04	2204-05	2205-06	2206-07	2207-08	2208-09	2209-10	2210-11	2211-12	2212-13	2213-14	2214-15	2215-16	2216-17	2217-18	2218-19	2219-20	2220-21	2221-22	2222-23	2223-24	2224-25	2225-26	2226-27	2227-28	2228-29	2229-30	2230-31	2231-32	2232-33	2233-34	2234-35	2235-36	2236-37	2237-38	2238-39	2239-40	2240-41	2241-42	2242-43	2243-44	2244-45	2245-46	2246-47	2247-48	2248-49	2249-50	2250-51	2251-52	2252-53	2253-54	2254-55	2255-56	2256-57	2257-58	2258-59	2259-60	2260-61	2261-62	2262-63	2263-64	2264-65	2265-66	2266-67	2267-68	2268-69	2269-70	2270-71	2271-72	2272-73	2273-74	2274-75	2275-76	2276-77	2277-78	2278-79	2279-80	2280-81	2281-82	2282-83	2283-84	2284-85	2285-86	2286-87	2287-88	2288-89	2289-90	2290-91	2291-92	2292-93	2293-94	2294-95	2295-96	2296-97	2297-98	2298-99	2299-00	2300-01	2301-02	2302-03	2303-04	2304-05	2305-06	2306-07	2307-08	2308-09	2309-10	2310-11	2311-12	2312-13	2313-14	2314-15	2315-16	2316-17	2317-18	2318-19	2319-20	2320-21	2321-22	2322-23	2323-24	2324-25	2325-26	2326-27	2327-28	2328-29	2329-30	2330-31	2331-32	2332-33	2333-34	2334-35	2335-36	2336-37	2337-38	2338-39	2339-40	2340-41	2341-42	2342-43	2343-44	2344-45	2345-46	2346-47	2347-48	2348-49	2349-50	2350-51	2351-52	2352-53	2353-54	2354-55	2355-56	2356-57	2357-58	2358-59	2359-60	2360-61	2361-62	2362-63	2363-64	2364-65	2365-66	2366-67	2367-68	2368-69	2369-70	2370-71	2371-72	2372-73	2373-74	2374-75	2375-76	2376-77	2377-78	2378-79	2379-80	2380-81	2381-82	2382-83	2383-84	2384-85	2385-86	2386-87	2387-88	2388-89	2389-90	2390-91	2391-92	2392-93	2393-94	2394-95	2395-96	2396-97	2397-98	2398-99	2399-00	2400-01	2401-02	2402-03	2403-04	2404-05	2405-06	2406-07	2407-08	2408-09	2409-10	2410-11	2411-12	2412-13	2413-14	2414-15	2415-16	2416-17	2417-18	2418-19	2419-20	2420-21	2421-22	2422-23	2423-24	2424-25	2425-26	2426-27	2427-28	2428-29	2429-30	2430-31	2431-32	2432-33	2433-34	2434-35	2435-36	2436-37	2437-38	2438-39	2439-40	2440-41	2441-42	2442-43	2443-44	2444-45	2445-46	2446-47	2447-48	2448-49	2449-50	2450-51	2451-52	2452-53	2453-54	2454-55	2455-56	2456-57	2457-58	2458-59	2459-60	2460-61	2461-62	2462-63	2463-64	2464-65	2465-66	2466-67	2467-68	2468-69	2469-70	2470-71	2471-72	2472-73	2473-74	2474-75	2475-76	2476-77	2477-78	2478-79	2479-80	2480-81	2481-82	2482-83	2483-84	2484-85	2485-86	2486-87	2487-88	2488-89	2489-90	2490-91	2491-92	2492-93	2493-94	2494-95	2495-96	2496-97	2497-98	2498-99	2499-00	2500-01	2501-02	2502-03	2503-04	2504-05	2505-06	2506-07	2507-08	2508-09	2509-10	2510-11	2511-12	2512-13	2513-14	2514-15	2515-16	2516-17	2517-18	2518-19	2519-20	2520-21	2521-22	2522-23	2523-24	2524-25	2525-26	2526-27	2527-28	2528-29	2529-30	2530-31	2531-32	2532-33	2533-34	2534-35	2535-36	2536-37	2537-38	2538-39	2539-40	2540-41	2541-42	2542-43	2543-44	2544-45	2545-46	2546-47	2547-48	2548-49	2549-50	2550-51	2551-52	2552-53	2553-54	2554-55	2555-56	2556-57	2557-58	2558-59	2559-60	2560-61	2561-62	2562-63	2563-64	2564-65	2565-66	2566-67	2567-68	2568-69	2569-70	2570-71	2571-72	2572-73	2573-74	2574-75	2575-76	2576-77	2577-78	2578-79	2579-80	2580-81	2581-82	2582-83	2583-84	2584-85	2585-86	2586-87	2587-88	2588-89	2589-90	2590-91	2591-92	2592-93	2593-94	2594-95	2595-96	2596-97	2597-98	2598-99	2599-00	2600-01	2601-02	2602-03	2603-04	2604-05	2605-06	2606-07	2607-08	2608-09	2609-10	2610-11	2611-12	2612-13	2613-14	2614-15	2615-16	2616-17	2617-18	2618-19	261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SCHEDULE OF LINES

Item	Model Name	Size (mm)
1.1	Model A-100	5.0
1.2	Model A-100	5.0
1.3	Model A-100	5.0
1.4	Model A-100	5.0
1.5	Model A-100	5.0
1.6	Model A-100	5.0
1.7	Model A-100	5.0
1.8	Model A-100	5.0
1.9	Model A-100	5.0
2.0	Model A-100	5.0
2.1	Model A-100	5.0
2.2	Model A-100	5.0
2.3	Model A-100	5.0
2.4	Model A-100	5.0
2.5	Model A-100	5.0
2.6	Model A-100	5.0
2.7	Model A-100	5.0
2.8	Model A-100	5.0
2.9	Model A-100	5.0
3.0	Model A-100	5.0
3.1	Model A-100	5.0
3.2	Model A-100	5.0
3.3	Model A-100	5.0
3.4	Model A-100	5.0
3.5	Model A-100	5.0
3.6	Model A-100	5.0
3.7	Model A-100	5.0
3.8	Model A-100	5.0
3.9	Model A-100	5.0
4.0	Model A-100	5.0
4.1	Model A-100	5.0
4.2	Model A-100	5.0
4.3	Model A-100	5.0
4.4	Model A-100	5.0
4.5	Model A-100	5.0
4.6	Model A-100	5.0
4.7	Model A-100	5.0
4.8	Model A-100	5.0
4.9	Model A-100	5.0
5.0	Model A-100	5.0

Surveyor: David Doherty
Date of Survey: 24 April 2015
Surveyor's Ref: 751534

PLAN OF
SUBDIVISION OF LOT 1166 DEPT/1166

LOC: PENRTH
Locality: PENRTH
Subdivision No: 0425
Large Area Name: District No 1: 100

17204

DP1184498

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  1.7.2015
Title System: TORRENS
Purpose: SUBDIVISION

DP1184498

PLAN OF
SUBDIVISION OF LOT 1196 DP1171491

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:
Date:
File Number:
Office:

Survey Certificate

I, GRAHAM JOHN HALL
of CRAIG & RHODES PTY LTD
a surveyor registered under the Surveying and Spatial Information Act
2002, certify that:
*(a) The land shown in the plan was surveyed in accordance with the
Surveying and Spatial Information Regulation 2012, is accurate
and the survey was completed on 23 APRIL 2015

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

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

Signature *Graham Hall* Dated: 15/05/2015
Surveyor ID: 1181

Datum Line: 'A' - 'B'

Type: Urban/Rural

The Terrain is Level/Undulating / Steep Mountainous

*Strike through if inapplicable.

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

Subdivision Certificate SC15/0047

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: *10/6/15*
Subdivision Certificate number: *046/15*
File number: *SSD 5348*

*Strike through inapplicable parts.

Statements of intention to dedicate public roads create public reserves
and drainage reserves, acquire/resume land.

Plans used in the preparation of survey/compilation
DP1159973
DP1171491
DP1171492
DP1171493
DP1184495
DP1184499

If space is insufficient continue on PLAN FORM 6A

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

Surveyor's Reference:
72-10-3A

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:



1.7.2015

Office Use Only

Office Use Only

PLAN OF
SUBDIVISION OF LOT 1196 DP1171491

DP1184498

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

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

Subdivision Certificate number: 046/15

Date of Endorsement: 10/6/15

IT IS INTENDED TO DEDICATE TO THE PUBLIC

1. THE EXTENSION OF LORD SHEFFIELD CIRCUIT
2. ~~ROAD 25 M~~ **ENGINEERS PLACE**

AS PUBLIC ROAD.

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

TO CREATE:-

1. RIGHT OF CARRIAGE WAY 6 WIDE
2. EASEMENT FOR UNDERGROUND CABLES 1 WIDE, 4 WIDE AND VARIABLE WIDTH

TO RELEASE:-

1. EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE & VARIABLE WIDTH (VIDE DP1171491)
2. RIGHT OF CARRIAGE WAY 21.6 WIDE AND VARIABLE (VIDE DP1184495)

SIGNED BY: ELIZABETH BRIND

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

SIGNATURE

SURVEYING AND SPATIAL REGULATION 2012 (CLAUSE 60(C))

STREET ADDRESS INFORMATION IS UNAVAILABLE AT DATE OF SURVEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 72-10-3A

CAD REF: Z:\072-10 North Pearlth - Survey\JuneCAD Files\011829101 -

ePlan

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

Lengths are in Metres

Sheet 1 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196

DP1171491 covered by Council's

Subdivision Certificate No. *CC046/15 10/6/15*

Full Name and address of Proprietor of land:	Landcom Level 14 60 Station Street PARRAMATTA NSW 2150
--	---

Part 1

	Identity of Easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Right of Carriage Way 6 Wide	3007 3009	3008, Penrith City Council
2.	Easement for Underground Cables 1 Wide, 4 Wide and Variable Width	3001	Endeavour Energy

Part 1A (Release)

	Identity of Easement, profit à prendre, restriction or positive covenant to be released and referred to in the plan:-	Burdened lot(s) or parcel(s):-	Benefited lot(s), road(s), bodies or Prescribed Authorities:-
1.	Easement for Electricity Purposes 9 Wide & Variable Width (vide DP1171491)	1196/1171491 <i>1192/1171491 being Part of Lord Sheffield Circuit as dedicated in DP1171493</i>	10/1159973
2.	Right of Carriageway 21.6 Wide and Variable (vide DP1184495)	1196/1171491	Endeavour Energy

APPROVED BY PENRITH CITY COUNCIL



Authorised Officer

Lengths are in Metres

Sheet 2 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196
DP1171491 covered by Council's
Subdivision Certificate No. *CC04615 10/10/15*

Part 2

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

A Right of Carriage Way as set out in Schedule 8 Part 1 of the Conveyancing
Act 1919.

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

**Terms of easement, profit à prendre, restriction or positive covenant
numbered 2 in the plan.**

An Easement for Underground Cables having terms as detailed in
Memorandum No. 9262885 registered with Land & Property Information
NSW, subject to changing Integral Energy Australia to Endeavour Energy in
Clause 5.1.

Name of Authority empowered to release vary or modify the easement
numbered 2 in the plan is Endeavour Energy.

APPROVED BY PENRITH CITY COUNCIL



Authorised Officer

Lengths are in Metres

Sheet 3 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196
DP1171491 covered by Council's
Subdivision Certificate No. C2046/15 6/6/15

Part 2 (cont)

SIGNED by: ELIZABETH SAIRD

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



Landcom
by its Delegate



Signature of WITNESS

ANDREW MARINER

Name of Witness (BLOCK LETTERS)

5/4 ORANGE GROVE,

CASTLE HILL NSW 2154

Address of Witness

12 JUNE 2015

Date of execution

APPROVED BY PENRITH CITY COUNCIL



Authorised Officer

ePlan

Lengths are in Metres

Sheet 4 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196

DP1171491 covered by Council's

Subdivision Certificate No. CC 046/15 10/6/15

Part 2 (cont)

Signed on behalf of)
Endeavour Energy)
ABN 59 253 130 878)
by its Attorney pursuant to)
Power of Attorney Book 4677 No. 686)
in the presence of :)


.....
Signature of WITNESS

Simon Lawton
.....
Name of Witness (BLOCK LETTERS)

C/- Endeavour Energy
51 Huntingwood Drive
HUNTINGWOOD NSW 2148


.....
Signature of Attorney

Helen Smith
.....
Name of Attorney

Manager Property & Fleet
.....
Position

Date of Execution: *27 MAY 2015*

Reference: *UCS0432*
.....

APPROVED BY PENRITH CITY COUNCIL
Authorised Officer

Lengths are in Metres

Sheet 5 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196

DP1171491 covered by Council's

Subdivision Certificate No. *cc 046/15 10/6/15*

Part 2 (cont)

SIGNED for and behalf of
COMMONWEALTH OF AUSTRALIA
By a delegate of the Minister for Defence



Signature of Witness



Signature of Authorised Person

GLEN JORGENSEN

Name of Witness (BLOCK LETTERS)

BRUCE W. BENNETT

Name of Authorised Person (BLOCK LETTERS)

26 Brindabella Circuit

Canberra Airport ACT 2609

Address of Witness

Director
Property Leasing
Position Number 568530

Office Held

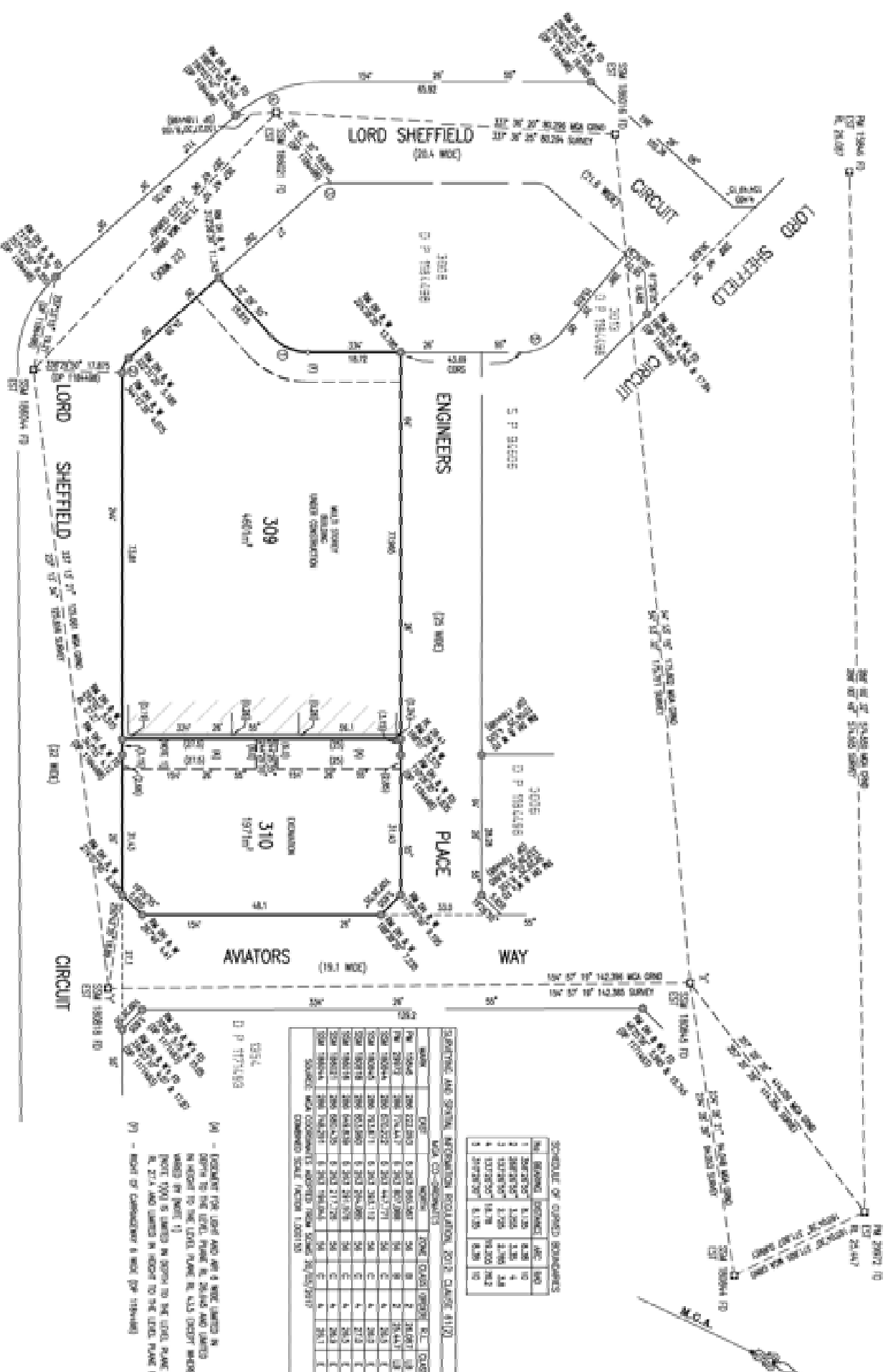
REGISTERED



1.7.2015

APPROVED BY PENRITH CITY COUNCIL

Authorised Officer



SCHEDULE OF OPENED BOUNDARIES

No.	BEARING	DISTANCE	ACC.	REQ.
1	267°28'37"	1.125	1.125	10
2	267°28'37"	1.125	1.125	10
3	120°28'37"	1.125	1.125	10
4	120°28'37"	1.125	1.125	10
5	267°28'37"	1.125	1.125	10

QUALIFIED LAND SURVEY INFORMATION REGULATION 2012, CLAUSE 11(2)

NO.	NAME	DATE	WORKS	2004 (LOCAL) 2000 (N.L.)	DATE (2004)
1	MR. JAMES	2004	2004	2004	2004
2	MR. JAMES	2004	2004	2004	2004
3	MR. JAMES	2004	2004	2004	2004
4	MR. JAMES	2004	2004	2004	2004
5	MR. JAMES	2004	2004	2004	2004
6	MR. JAMES	2004	2004	2004	2004
7	MR. JAMES	2004	2004	2004	2004
8	MR. JAMES	2004	2004	2004	2004
9	MR. JAMES	2004	2004	2004	2004
10	MR. JAMES	2004	2004	2004	2004
11	MR. JAMES	2004	2004	2004	2004
12	MR. JAMES	2004	2004	2004	2004
13	MR. JAMES	2004	2004	2004	2004
14	MR. JAMES	2004	2004	2004	2004
15	MR. JAMES	2004	2004	2004	2004
16	MR. JAMES	2004	2004	2004	2004
17	MR. JAMES	2004	2004	2004	2004
18	MR. JAMES	2004	2004	2004	2004
19	MR. JAMES	2004	2004	2004	2004
20	MR. JAMES	2004	2004	2004	2004
21	MR. JAMES	2004	2004	2004	2004
22	MR. JAMES	2004	2004	2004	2004
23	MR. JAMES	2004	2004	2004	2004
24	MR. JAMES	2004	2004	2004	2004
25	MR. JAMES	2004	2004	2004	2004
26	MR. JAMES	2004	2004	2004	2004
27	MR. JAMES	2004	2004	2004	2004
28	MR. JAMES	2004	2004	2004	2004
29	MR. JAMES	2004	2004	2004	2004
30	MR. JAMES	2004	2004	2004	2004
31	MR. JAMES	2004	2004	2004	2004
32	MR. JAMES	2004	2004	2004	2004
33	MR. JAMES	2004	2004	2004	2004
34	MR. JAMES	2004	2004	2004	2004
35	MR. JAMES	2004	2004	2004	2004
36	MR. JAMES	2004	2004	2004	2004
37	MR. JAMES	2004	2004	2004	2004
38	MR. JAMES	2004	2004	2004	2004
39	MR. JAMES	2004	2004	2004	2004
40	MR. JAMES	2004	2004	2004	2004
41	MR. JAMES	2004	2004	2004	2004
42	MR. JAMES	2004	2004	2004	2004
43	MR. JAMES	2004	2004	2004	2004
44	MR. JAMES	2004	2004	2004	2004
45	MR. JAMES	2004	2004	2004	2004
46	MR. JAMES	2004	2004	2004	2004
47	MR. JAMES	2004	2004	2004	2004
48	MR. JAMES	2004	2004	2004	2004
49	MR. JAMES	2004	2004	2004	2004
50	MR. JAMES	2004	2004	2004	2004
51	MR. JAMES	2004	2004	2004	2004
52	MR. JAMES	2004	2004	2004	2004
53	MR. JAMES	2004	2004	2004	2004
54	MR. JAMES	2004	2004	2004	2004
55	MR. JAMES	2004	2004	2004	2004
56	MR. JAMES	2004	2004	2004	2004
57	MR. JAMES	2004	2004	2004	2004
58	MR. JAMES	2004	2004	2004	2004
59	MR. JAMES	2004	2004	2004	2004
60	MR. JAMES	2004	2004	2004	2004
61	MR. JAMES	2004	2004	2004	2004
62	MR. JAMES	2004	2004	2004	2004
63	MR. JAMES	2004	2004	2004	2004
64	MR. JAMES	2004	2004	2004	2004
65	MR. JAMES	2004	2004	2004	2004
66	MR. JAMES	2004	2004	2004	2004
67	MR. JAMES	2004	2004	2004	2004
68	MR. JAMES	2004	2004	2004	2004
69	MR. JAMES	2004	2004	2004	2004
70	MR. JAMES	2004	2004	2004	2004
71	MR. JAMES	2004	2004	2004	2004
72	MR. JAMES	2004	2004	2004	2004
73	MR. JAMES	2004	2004	2004	2004
74	MR. JAMES	2004	2004	2004	2004
75	MR. JAMES	2004	2004	2004	2004
76	MR. JAMES	2004	2004	2004	2004
77	MR. JAMES	2004	2004	2004	2004
78	MR. JAMES	2004	2004	2004	2004
79	MR. JAMES	2004	2004	2004	2004
80	MR. JAMES	2004	2004	2004	2004
81	MR. JAMES	2004	2004	2004	2004
82	MR. JAMES	2004	2004	2004	2004
83	MR. JAMES	2004	2004	2004	2004
84	MR. JAMES	2004	2004	2004	2004
85	MR. JAMES	2004	2004	2004	2004
86	MR. JAMES	2004	2004	2004	2004
87	MR. JAMES	2004	2004	2004	2004
88	MR. JAMES	2004	2004	2004	2004
89	MR. JAMES	2004	2004	2004	2004
90	MR. JAMES	2004	2004	2004	2004
91	MR. JAMES	2004	2004	2004	2004
92	MR. JAMES	2004	2004	2004	2004
93	MR. JAMES	2004	2004	2004	2004
94	MR. JAMES	2004	2004	2004	2004
95	MR. JAMES	2004	2004	2004	2004
96	MR. JAMES	2004	2004	2004	2004
97	MR. JAMES	2004	2004	2004	2004
98	MR. JAMES	2004	2004	2004	2004
99	MR. JAMES	2004	2004	2004	2004
100	MR. JAMES	2004	2004	2004	2004

(a) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (b) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (c) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (d) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (e) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (f) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (g) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (h) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (i) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (j) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (k) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (l) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (m) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
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 (p) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
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 (r) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (s) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (t) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (u) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (v) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (w) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (x) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (y) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN
 (z) - EXAMINER FOR LAND AND AIR & WATER RIGHTS IN

Surveyor: MITCHELL, KEITH JAMES
 Date of Survey: 20/11/2017
 Surveyor's Ref: 170205 DP

SUBDIVISION OF LOTS 3009 AND 3010
 IN DP 1184448

LDK: P/240704
 Location: P/240704
 Subdivision No: 025/17
 Length on 1:10000 Scale: 1:10000

REGISTERED
 20/01/2017

DP1231494

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  20.06.2017

Title System: TORRENS

Purpose: SUBDIVISION

DP1231494

SUBDIVISION OF LOTS 3009 AND 3010
IN DP 1184498

LGA: PENRITH

Locality: PENRITH

Parish: CASTLEREAGH

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Surveying Certificate

I, MITCHELL KEITH AYRESof Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010
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: 20.03.2017~~*(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: M. Ayres Dated: 30/3/2017Surveyor ID: 8674Datum Line: 'X' - 'Y'Type: *Urban/*RuralThe 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

SC17/0022

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

Accreditation no:

Consent/Authority: PENRITH CITY COUNCILDate of Endorsement: 11/5/17Subdivision Certificate no: 025/17File no: DA15/0418

*Strike through if inapplicable

STATEMENTS of intention to dedicate public roads, public reserves and
drainage easements

Plans used in the preparation of survey/compilation

DP 1184498

DP 1171493


If space is insufficient continue on PLAN FORM 6A

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

SURVEYORS REFERENCE: 170205 DP

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  20.06.2017

Office Use Only

Office Use Only

SUBDIVISION OF LOTS 3009 AND 3010
IN DP 1184498

DP1231494

Subdivision Certificate No: 025/17

Date of Endorsement: 11/5/17

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

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

PURSUANT TO SEC. 88B OF THE CONVEYANCING
ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT FOR LIGHT AND AIR 6 WIDE
(LIMITED IN STRATUM) (A)

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
309	81	LORD SHEFFIELD	CIRCUIT	PENRITH
310	10	AVATORS	WAY	PENRITH

Mortgage under Mortgage No. AK 68064
Signed at Sydney this 5th day of
June 2017 for National
Australia Bank Limited ABN 12 004 044 937
by RACHEL TWEEDY
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

2 Tweedy
Level Attorney
XIAOJING SHEN
Mortgage Officer

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 170205 DP

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  20.06.2017

SUBDIVISION OF LOTS 3009 AND 3010
IN DP 1184498


DP1231494


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


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


Subdivision Certificate No: 026/17

Date of Endorsement: 11/5/17


Deborah Landes
Director
Thornton North Penrith No.2 Pty Ltd
ACN 606 524 707


Timothy Casey
Director
Thornton North Penrith No.2 Pty Ltd
ACN 606 524 707


Deborah Landes
Director
Thornton North Penrith No.3 Pty Ltd
ACN 609 023 154


Timothy Casey
Director
Thornton North Penrith No.3 Pty Ltd
ACN 609 023 154

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 170205 DP

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

(Sheet 1 of 3 sheets) CC025/17
11/5/17

Plan: DP1231494

Plan of Subdivision of
Lots 3009 and 3010 DP 1184498

Full name and address of proprietors of the land	THORNTON NORTH PENRITH NO. 3 PTY LTD ACN 609 023 154 Level 3, 8 Windmill Street, Walsh Bay Sydney NSW 2000 And THORNTON NORTH PENRITH NO. 2 PTY LTD ACN 606 524 707 Level 3, 8 Windmill Street, Walsh Bay Sydney NSW 2000
---	---

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	Servient Tenement	Dominant Tenement
1.	Easement for light and air 6 wide (limited in height and stratum)	Lot 310 Deposited Plan 1184498	Lot 309 Deposited Plan 1184498

PART 2 - TERMS

1. Terms of easement for light and air 6 wide numbered 1 in the plan

- (a) Full and free right for the owner of the Dominant Tenement to unimpeded access of light and air for windows, lights and apertures of the building erected on the Dominant Tenement, through and across the Restricted Area within the Servient Tenement, without any obstruction or interruption caused by or consequential to the erection or existence of any building, structure or other thing whatsoever present or erected within the Restricted Area except for trees, shrubs or vegetation provided that such trees, shrubs and vegetation are at all times kept tidy, trimmed or pruned for excessive growth to maintain them at a reasonable size and shape.

- (b) In this easement the following meanings are given:

Restricted Area means the area, limited in height and stratum as shown marked (A) On the Plan.

1 of 3


Pauline City Council - authorise signatory

Signed pursuant to S377 of the
Local Government Act 1993



DP1231494

EXECUTION

CC025/17
11/5/17

Dated the _____ day of _____

Certified correct for the purposes of the Real Property Act, 1900.

EXECUTED by)
THORNTON NORTH PENRITH NO. 3)
PTY LTD ACN 629 023 154)
in accordance with Section 127(1) of the
Corporations Act 2001 (Cth)



Director/Secretary
Print Name:
DEBORAH ESTHER LANDES



Director
Print Name:
TIMOTHY GAVIN CASEY

EXECUTED by)
THORNTON NORTH PENRITH NO. 2)
PTY LTD ACN 606 524 707)
in accordance with Section 127(1) of the
Corporations Act 2001 (Cth)




Director/Secretary
Print Name:
DEBORAH ESTHER LANDES



Director
Print Name:
TIMOTHY GAVIN CASEY

Mortgagee under Mortgage No. AK658064
Signed at Sydney this 25th day of
June 2017 for National
Australia Bank Limited ABN 12 004 044 937
by RACHEL TWEEDY
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

2 Tweedy
Level Attorney
 XIAOJING SHEN
Witness/Bank Officer

thornton 88B light and air easement thornton
lots 3009 & 3010.rp



DP1231494

Executed by Mortgagee

CC0251.7
11/5/17

EXECUTED for and on behalf of)
NATIONAL AUSTRALIA BANK LIMITED)
ABN 12 044 044 937 by)
pursuant to power of attorney dated)
and registered)
book number:)
and which witness certifies that he/she is)
an eligible witness and that the attorney)
signed this dealing in my presence (see)
note* below)

Witness:
Full Name:
Address:

XIADJING SHEN
LEVEL 22, 265 GEORGE STREET, SYDNEY

Attorney
Full Name:

RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

EXECUTED for and on behalf of)
PENRITH CITY COUNCIL by its)
Authorised Signatory in the presence of:)
)
)

Witness:

Full Name: ANGELA DAWSON
Address: 601 HIGH STREET
PENRITH

Authorised Signatory:

Full Name: Gavin Cherry
Position of Authorised Signatory: Development Assessment
Coordinator

*s117 of the Real Property Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

thornton 888 light and air easement thornton
lots 3009 & 3010.rp

3 of 3

Penrith City Council - authorised signatory

20.06.2017



REGISTERED

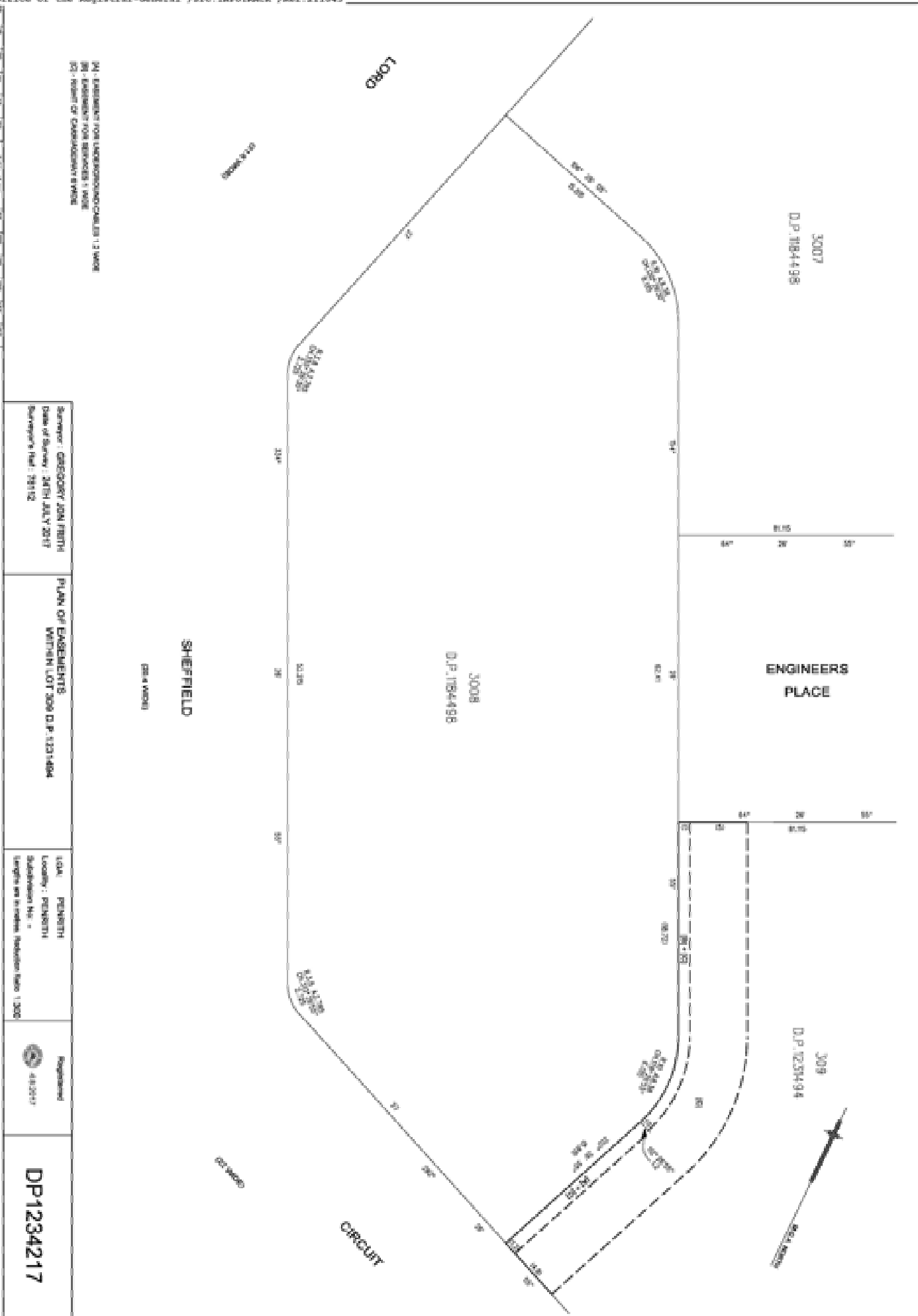
PLAN FORM 2 (A3)

WARNING: CHANGES ON THIS PLAN WILL LEAD TO REJECTION

400mm

This is intended to be read from right to left

DP1234217



DP 1234217
DP 1234217
DP 1234217

Surveyor: GREGORY JON FIRTH
Date of Survey: 24TH JULY 2017
Surveyor's Ref: 78112

PLAN OF EASEMENTS
WITHIN LOT 308 D.P. 1234217

LOCAL: PENRITH
Locality: PENRITH
Subdivision No.:
Lengths are in metres. Subdivision No.: 1205



DP1234217

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  4.8.2017

Office Use Only

Title System: TORRENS

Purpose: EASEMENTS

DP1234217

Office Use Only

PLAN OF EASEMENTS
WITHIN LOT 309 D.P.1231494

LGA: PENRITH

Locality: PENRITH

Parish: CASTLEREAGH

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature:

Date:

File Number:

Office:

Survey Certificate

I, GREGORY JON FRITH

of RYGATE & COMPANY PTY. LIMITED, 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*(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 the Regulation.*(c) The land shown in this plan was compiled in accordance with the
Surveying and Spatial Information Regulation 2012.Signature:  Date: 24/7/2017

Surveyor ID: 1066

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

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

Signature:

Accreditation number:

Consent Authority:

Date of endorsement:

Subdivision Certificate number:

File number:

* Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and
drainage reserves.

Plans used in preparation of -survey/compilation

D.P.1184498 D.P.1231494

If space is insufficient continue on PLAN FORM 6A

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

Surveyors Reference: 78112

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 3 sheet(s)

Office Use Only

Registered:  4.8.2017PLAN OF EASEMENTS
WITHIN LOT 309 D.P.1231494

Office Use Only

DP1234217

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

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

Subdivision Certificate number :

Date of Endorsement :

SCHEDULE OF LOTS AND ADDRESSES

Lot	Street number	Street Name	Street Type	Locality
3008	N/A			
309	N/A			

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

1. EASEMENT FOR UNDERGROUND CABLES 1.2 WIDE [A]
2. EASEMENT FOR SERVICES 1 WIDE [B]
3. RIGHT OF CARRIAGEWAY 6 WIDE [C]

EXECUTED BY -)
THORNTON NORTH PENRITH NO.2 PTY LIMITED)
ACN 606 524 707)

SIGNATURE



PRINT NAME TIMOTHY GAVIN CASEY

(DIRECTOR)

SIGNATURE



PRINT NAME DEBORAH ESTHER LANDES

(DIRECTOR/SECRETARY)

EXECUTED BY -)
ST HILLIERS (Q) PTY LIMITED)
ACN 617 373 841)

SIGNATURE



TIMOTHY GAVIN CASEY

(SOLE DIRECTOR/SECRETARY)

If space is insufficient use additional annexure sheet

Surveyors Reference : 78112

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  4.8.2017

PLAN OF EASEMENTS
WITHIN LOT 309 D.P.1231494

DP1234217

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

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

Subdivision Certificate number :


Date of Endorsement :

MORTGAGEE:

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its Attorney
who holds the position of Level 2 Attorney
under Power of Attorney Registered No 39
Book 4512 in the presence of:


WITNESS

CAROLINE SHEN
Associate
NAB Corporate Property NSW


ATTORNEY

RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

If space is insufficient use additional annexure sheet

Surveyors Reference : 78112

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

Lengths are in metres

(Sheet 1 of 6 sheets)

PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

**Full Name and Address of
the owner of the land :**

Thornton North Penrith No.2 Pty Limited
ACN 606 524 707
8 Windmill Street
Millers Point NSW 2000

St Hilliers (Q) Pty Limited
ACN 617 373 841
8 Windmill Street
Millers Point NSW 2000

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 underground cables 1.2 wide [A]	309 D.P.1231494	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
2.	Easement for Services 1 wide [B]	309 D.P.1231494	3008 D.P.1184498
3.	Right of Carriageway 6 wide [C]	309 D.P.1231494	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)

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

Lengths are in metres

(Sheet 2 of 6 sheets)

PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

PART 2 (Terms)

Terms of easement for underground cables 1.2 wide [A] referred to in the abovementioned plan

1. The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document subject to replacing the words "Endeavour Energy" with "Epsilon Distribution Ministerial Holding Corporation".

Name of person empowered to release, vary or modify easement [A] in the plan

Epsilon Distribution Ministerial Holding Corporation

Terms of Easement for services 1 wide [B] referred to in the abovementioned plan

2. The owner of the lot benefited may:
 - (a) use each lot burdened, but only within the site of this easement, to provide domestic services to or from each lot benefited, and
 - (b) do anything reasonably necessary for that purpose, including:
 - i. entering the lot burdened, and
 - ii. taking anything on to the lot burdened, and
 - iii. carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
3. In exercising those powers, the owner of the lot benefited must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and

Two handwritten signatures in black ink, one above the other, located at the bottom right of the page.

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

Lengths are in metres

(Sheet 3 of 6 sheets)

PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

(e) make good any collateral damage.

4. For the purposes of this easement,

(a) "domestic services" includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage and other fluid wastes.

Terms of right of carriageway 6 wide [C] referred to in the abovementioned plan

- 1 A right of carriageway as set out in Schedule 4A, Part 1 of the Conveyancing Act 1919 (NSW).

Name of person empowered to release, vary or modify easement [C] in the plan

Epsilon Distribution Ministerial Holding Corporation



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

Lengths are in metres

(Sheet 4 of 6 sheets)

PLAN : DP1234217

Plan of Easements within
Lot 309 D.P.1231494

EXECUTED BY-

THORNTON NORTH PENRITH No.2 PTY LIMITED)
ACN 606 524 707 In accordance with Section 127(1))
of the *Corporations Act 2001* (Cth))


Director


Director/Secretary

TIMOTHY GAVIN CASEY
Print Name

DEBORAH ESTHER LANDES
Print Name

EXECUTED BY-

ST HILLIERS (Q) PTY LIMITED)
ACN 617 373 841)
in accordance with Section 127(1) of)
the *Corporations Act 2001* (Cth))


Timothy Gavin Casey
Sole Director/Secretary



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

Lengths are in metres

(Sheet 5 of 6 sheets)

PLAN : DP1234217

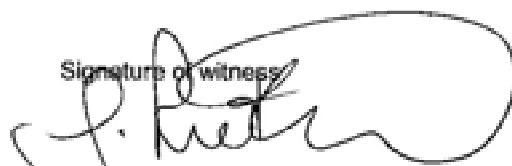
Plan of Easements within
Lot 309 D.P.1231494

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness



Name of witness:

GEOFFREY RIETHMÜLLER

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney: Book 4727 No 524

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

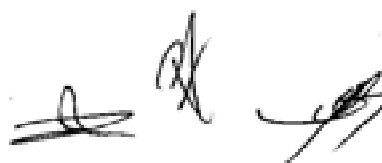
Endeavour Energy reference:

UML7891

Date of signature:

10 July 2017

*** S117 of the Real Property Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*
UML7891



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

Lengths are in metres

(Sheet 6 of 6 sheets)

PLAN : DP1234217


Plan of Easements within
Lot 309 D.P.1231494

Executed by Mortgagees

EXECUTED for and on behalf of
NATIONAL AUSTRALIA BANK
LIMITED ABN 12 044 044 937 by
pursuant to power of attorney dated
and registered 1 March 2007
book 452 number: 39
and which witness certifies that
he/she is an eligible witness and that
the attorney signed this dealing in my
presence [see note* below]



Witness:
Full Name: CAROLINE SHEN
Associate
Address NAB Corporate Property NSW
Level 22, 205 George Street Sydney



Attorney
Full Name: RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

REGISTERED

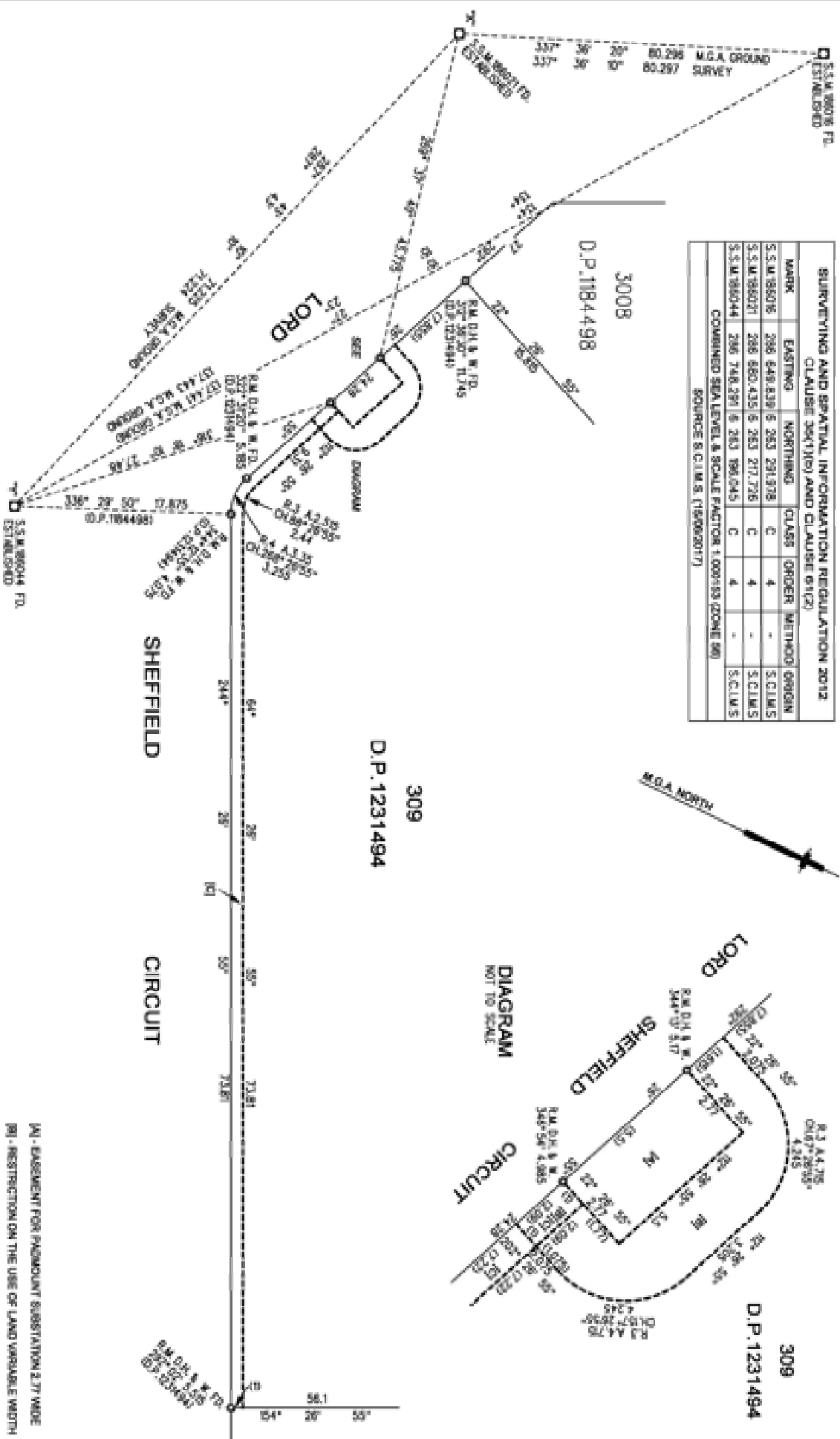


4.8.2017

*** S117 of the Real Property Act
requires that you must have known
the signatory for more than 12 months
or have sighted identifying
documentation
UML7891*



SURVEYING AND SPATIAL INFORMATION REGULATION 2012 CLAUSE 35(1)(b) AND CLAUSE 61(c)					
MARK	EASTING	NORTHING	CLASS	ORDER	METHOD ORIGIN
S.S.M.186016	286 649.239	6 263 291.978	C	4	-
S.S.M.186021	286 650.435	6 263 217.726	C	4	-
S.S.M.186044	286 746.391	6 263 186.045	C	4	-
COMBINED SEA LEVEL & SCALE FACTOR 1.000119 (ZONE 50)					
SOURCE S.C.I.M.S. (1980/2017)					



(A) - EASEMENT FOR PASADOUNT SUBSTATION 2.77 WIDE
 (B) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH
 (C) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE

Surveyor : GREGORY JON FRITH
 Date of Survey : 24TH JULY 2017
 Surveyor's Ref : 77564

PLAN OF EASEMENTS WITHIN LOT 308 D.P. 1231494

LGA: PENRITH
 Locality: PENRITH
 Subdivision No: —
 Lengths are in metres. Reduction Ratio 1:200

Registered



14.06.2017

DP1234247

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  14.08.2017</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <p>DP1234247</p>
<p>PLAN OF EASEMENTS WITHIN LOT 309 D.P.1231494</p>	<p>LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND</p>
<p>Crown Lands NSWWestern Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the shown herein have been given.</p> <p>Signature: Date: File Number: Office:</p>	<p>Survey Certificate</p> <p>I, <u>GREGORY JON FRITH</u> of <u>RYGATE & COMPANY PTY. LIMITED, SYDNEY</u> a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:</p> <p>*(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 <u>24TH JULY 2017</u>.</p> <p>*(b) The part of the land shown in the plan ("being" excluding A) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with the Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Date: <u>24/07/2017</u> Surveyor ID: <u>1066</u> Datum Line: <u>"X" - "Y"</u> Type: <u>"Urban"/"Rural"</u> The terrain is <u>"Level-Undulating" / "Steep-Mountainous"</u></p> <p>* 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</p>
<p>Subdivision Certificate</p> <p>I, * Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.108J of the Environmental Planning and Assessment Act 1979 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: * Strike through if inapplicable.</p>	<p>Plans used in preparation of survey/compilation- D.P.1231494, D.P.1184498</p> <p>If space is insufficient continue on PLAN FORM 6A</p> <p>Surveyors Reference : 77564</p>
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Registered:  14.08.2017

PLAN OF
EASEMENTS WITHIN LOT 309 D.P.1231494

DP1234247

Office Use Only

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

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

Subdivision Certificate number :


Date of Endorsement :


SCHEDULE OF LOTS AND ADDRESSES				
Lot	Street number	Street Name	Street Type	Locality
309	N/A			
	N/A			

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


1. EASEMENT FOR PADMOUNT SUBSTATION 2.77 WIDE [A]
2. RESTRICTION ON THE USE OF LAND ~~IN~~ VARIABLE WIDTH [B]
3. EASEMENT FOR UNDERGROUND CABLES 1 WIDE [C]


EXECUTED BY -)
THORNTON NORTH PENRITH NO.2 PTY LIMITED)
ACN 606 524 707)

SIGNATURE 
PRINT NAME TIMOTHY GAVIN CASEY
(DIRECTOR)

SIGNATURE 
PRINT NAME DEBORAH LANDES
(DIRECTOR/SECRETARY)

EXECUTED BY -
THORNTON NORTH PENRITH NO. 3 PTY LIMITED
ACN 629 023 154

SIGNATURE 
PRINT NAME TIMOTHY GAVIN CASEY
DIRECTOR

SIGNATURE 
PRINT NAME DEBORAH LANDES
DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

Surveyors Reference : 77564

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection 3 ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 3 sheet(s)

Office Use Only

Registered:  14.08.2017

PLAN OF
EASEMENTS WITHIN LOT 309 D.P.1231494

Office Use Only

DP1234247

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

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

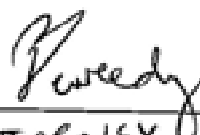
Subdivision Certificate number :

Date of Endorsement :

MORTGAGEE:-

SIGNED SEALED AND DELIVERED for and
on behalf of NATIONAL AUSTRALIA BANK
LIMITED ABN 12 004 044 937 by its Attorney
who holds the position of Level 2 Attorney
under Power of Attorney Registered No 39
Book 4512 in the presence of:


WITNESS CAROLINE SHEN
Associate
NAB Corporate Property NSW


ATTORNEY
RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

If space is insufficient use additional annexure sheet

Surveyors Reference : 77564

ePlan

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

(Sheet 1 of 9 sheets)

Plan: **DP1234247**

EASEMENTS
 Plan of ~~Easement and Restriction~~ within
 Lot 309 DP 1231494

Full name and address of proprietors of the land	THORNTON NORTH PENRITH NO.2 PTY LIMITED (ACN 606 524 707) Level 3, 8 Windmill Street, Walsh Bay Sydney 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 lots or parcels	Benefitted lots, roads, bodies or prescribed Authorities
1.	Easement for padmount substation 2.77 wide (A) 2.77	309/1231494	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
2. 2.	Restriction on use of land variable width (B)	309/1231494	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
3. 3.	Easement for underground cables 1 wide and variable (C)	309/1231494	310/ 1231494

PART 2 - TERMS

1. Terms of easement for padmount substation ~~2.77~~ wide (A) in the plan

- 1 Definitions - In this easement the following definitions are given:
 - 1.1 **easement site** means that part of the lot burdened that is affected by this easement.
 - 1.2 **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
 - 1.3 **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
 - 1.4 **install** includes construct, repair, replace, maintain, modify, use, and remove.
 - 1.5 **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
 - 1.6 **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.

Plan: DP1234247

- 1.7 **structure** includes building, wall, retaining wall, carport, driveway, fence, swimming pool, and fixed plant or equipment; but excludes garden furniture and garden ornament.
- 2 Epsilon Distribution Ministerial Holding Corporation may:
 - 2.1 install electrical equipment within the easement site,
 - 2.2 excavate the easement site to install the electrical equipment,
 - 2.3 use the electrical equipment for the transmission of electricity,
 - 2.4 enter the lot burdened using the most practical route (with or without vehicles, machinery or materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
 - 2.5 trim or remove any vegetation from the lot burdened that interferes with or prevents reasonable access to the easement site or the electrical equipment, and
 - 2.6 remove any encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage done to the electrical equipment by the encroachment.
- 3 In exercising its rights under this easement Epsilon Distribution Ministerial Holding Corporation will take reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 4 The owner agrees that, without the prior written permission of Epsilon Distribution Ministerial Holding Corporation and in accordance with such conditions as Epsilon Distribution Ministerial Holding Corporation may reasonably impose, it will not:
 - 4.1 install or permit to be installed any services or structure within the easement site, or
 - 4.2 alter the surface level of the easement site, or
 - 4.3 do or permit to be done anything that restricts access to the easement site by Epsilon Distribution Ministerial Holding Corporation.
- 5 Epsilon Distribution Ministerial Holding Corporation will not be responsible if the electrical equipment causes magnetic interference to computer equipment or electronic equipment operated within the lot burdened.
- 6 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System
 - 6.1 Notwithstanding any other provision in this easement, the owner grants to Epsilon Distribution Ministerial Holding Corporation the easement and acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that

Plan: DP1234247

lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

- 6.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

Name of person empowered to release, vary or modify easement (A) in the plan

Epsilon Distribution Ministerial Holding Corporation

2. Terms of restriction on use of land variable width (B) in the plan

- 1 Definitions - In this restriction the following definitions are given:
 - 1.1 **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.
 - 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
 - 1.3 **erect** includes construct, install, build and maintain.
 - 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2 No building shall be erected or permitted to remain within the restriction site unless:
 - 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
 - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
 - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
 - 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

Plan: DP1234247

- 4.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

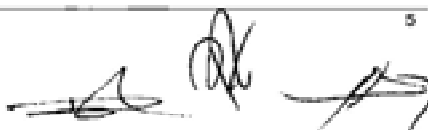
Name of person empowered to release, vary or modify restriction (B) in the plan
Epsilon Distribution Ministerial Holding Corporation

3. Terms of easement for underground cables 1 wide ~~and variable~~ (C) in the plan

- 1 The Benefitted Owner and all Persons that it authorises may:
- 1.1 construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the Easement Area, any electricity cables for conveying electricity or signals (or both) to the design required by the owner of the Dominant Tenement and all persons authorised by it and in the "as built" location within the Easement Area; and
- 1.2 convey, or permit the conveyance of, electricity or Signals (or both) through the cables.
- 2 For the purpose of exercising its rights under this easement for cables the Benefitted Owner and all Persons that it authorises may:
- 2.1 enter the Land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement;
- 2.2 do anything reasonably necessary to obtain access to the easement area; and
- 2.3 do anything reasonably necessary for the exercise of the easement rights, providing in exercising its rights it must:
- 2.4 cause as little damage as practicable to the Land and any structures on the Land;
- 2.5 repair any damage it causes to the Land and any structures on the Land; and
- 2.6 not prevent the use of any area surrounding the Easement Area.
- 3 The Owner acknowledges and covenants that:
- 3.1 ownership of all cables remains with the Person installing them;
- 3.2 it will not do anything that interferes with, damages, or destroys the electricity cables; or
- 3.3 following the installation of cables it will not alter or permit to be altered the level within the easement area without the prior consent of the Person installing them, and which consent must not be unreasonably withheld.
- 4 Nothing in this easement for cables prevents or prohibits the existence of structures on the Easement Area as at the date of this Instrument.
- 5 In this easement for electricity cables, the following meanings are given:

Plan: DP1234247

- 5.1 **Benefitted Owner** means the registered proprietor of the lot benefitted and its successors (including those claiming under or through the registered proprietor).
- 5.2 **Easement Area** means that part of the land limited in stratum as shown marked (c) in the Plan.
- 5.3 **Land** means the land over which this easement is granted (being the land burdened by this easement).
- 5.4 **Owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
- 5.5 **Person** includes a body corporate.
- 5.6 **Signals** includes data or signals of any kind.



ePlan

Plan: **DP1234247**

EXECUTION

Dated the _____ day of _____ 2017

Certified correct for the purposes of the Real Property Act, 1900.

EXECUTED by)
THORNTON NORTH PENRITH NO. 2)
PTY LTD ACN 606 524 707)
in accordance with Section 127(1) of the
Corporations Act 2001 (Cth)



Director/Secretary
Print Name: **DEBORAH ESTHER LANDES**



Director
Print Name: **TIMOTHY GAVIN CASEY**

EXECUTED by)
THORNTON NORTH PENRITH NO. 3)
PTY LTD ACN 629 023 154)
in accordance with Section 127(1) of the
Corporations Act 2001 (Cth)



Director/Secretary
Print Name: **DEBORAH ESTHER LANDES**



Director
Print Name: **TIMOTHY GAVIN CASEY**



Plan: **DP1234247**

I certify that the attorney signed this instrument in my presence.

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for **Endeavour Energy Network Asset Partnership (ABN 30 586 412 717)** on behalf of **Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)** pursuant to section 36 of the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)*

Signature of witness:



Name of witness:

Monire Alkomy

Address of witness:
c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:
Helen Smith
Manager Property & Fleet

Power of attorney: Book 4727 No 524

Signing on behalf of:
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

UML7039

Date of signature:

10 July 2017


*** S117 of the Real Property Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*
UML7039

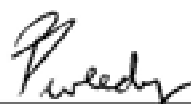


Plan: **DP1234247**

Executed by Mortgagee

EXECUTED for and on behalf of)
NATIONAL AUSTRALIA BANK LIMITED)
ABN 12 044 044 937 by)
pursuant to power of attorney dated)
and registered 1 March 2007)
book 4512 number: 39)
and which witness certifies that he/she is
an eligible witness and that the attorney
signed this dealing in my presence [see
note* below]


Witness: CAROLINE SHEN
Full Name: Associate
Address: NAB Corporate Property NSW
Level 22, 255 George Street, Sydney


Attorney
Full Name: RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

*** S117 of the Real Property Act requires
that you must have known the signatory
for more than 12 months or have sighted
identifying documentation
UML 7039*



ePlan

Plan: DP1234247

REGISTERED



14.08.2017

Form: 15CH
Release: 2-2

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AQ174297V

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	For the common property CP/SP96192				
(B) LODGED BY	<table border="1"><tr><td>Document Collection Box 1W</td><td>Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Email: <u>services@bylawsassist.com.au</u> Reference: <u>BLA/2895</u></td></tr></table>	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Email: <u>services@bylawsassist.com.au</u> Reference: <u>BLA/2895</u>	<table border="1"><tr><td>CODE CH</td></tr></table>	CODE CH
Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Email: <u>services@bylawsassist.com.au</u> Reference: <u>BLA/2895</u>				
CODE CH					

- (C) The Owners-Strata Plan No. 96192 certify that a special resolution was passed on 29/5/2020
- (D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—
- (E) Repealed by-law No.
Added by-law No.
Amended by-law No. 1, 12, 19 & 40
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 96192 which includes new Amended By-law No.1, 12, 19 & 40 starting from Page 4 of 32 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1.
- (G) The seal of The Owners-Strata Plan No. 96192 was affixed on 11 JUNE 2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name:

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 96192

INDEX OF BY-LAWS

1. Definitions
2. Interpretation
3. The By-Laws and Compliance
4. Non Compliance with By-Laws
5. Behaviour Within the Strata Scheme
6. Behaviour of Invitees
7. Permitted Usage
8. Security Devices & Access
9. Parking, Loading & Traffic Control
10. Storage Space
11. Storage of Liquids & Materials
12. Window & Floor Coverings
13. Cleaning Windows & Doors
14. Air-Conditioning
15. Balconies, Courtyards & Lot Gardens
16. Other Obligations on the Owner or Occupier
17. Fire, Health & Safety Regulations in the Strata Scheme
18. Damage to Common Property
19. Alterations and Works
20. Work Health & Safety
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24. Sale or Leasing of Lots
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26. Rules
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28. Provision of Amenities or Services
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30. Access for Meter Reading and Fire Safety Compliance
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33. Restricting Access
34. Building Services
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36. Telecommunication Services
37. Gas Service

- 38. Hot Water Service
 - 39. Energy Provider
 - 40. Floor Works
 - 41. Neighbouring Strata Access Link – Exclusive Use and Special Privilege
-

The seal of The Owners-Strata Plan No 96192 was affixed on ...11 June 2020..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s):

Name(s) (use block letters): ...~~CREVOR~~ BRIGHT.....

Authority:....STRATA MANAGING AGENT.....



1. DEFINITIONS

In this document the following words have the following meanings ascribed to them unless the context otherwise so requires. Any words not listed are deemed to have the same meaning as in the Act.

Act is the *Strata Schemes Management Act 2015 (NSW)* and any amendment or re-enactment thereof.

Approved Form means the form approved by the Strata Committee from time to time.

Authority means any government, semi-government, statutory, public, private or other authority having any jurisdiction over the Lot or the Building including the local council.

Building means the buildings being the subject of the Strata Scheme.

Building Manager means a manager (if any) appointed under By-Law 34.

Building Services means the services to be provided by a Building Manager for the Owners Corporation including without limitation the services described in By-Law 34.2 and 34.3.

Business Day means any day Monday to Friday inclusive that is not a public holiday in Sydney, New South Wales.

By-Laws are the by-laws governing the Strata Scheme and any ancillary rules which the Owners Corporation makes from time to time.

Carspace means that area designated on the Strata Plan as a car space.

Carspace Stand Alone Lot means each of lots 192, 193, 194, 195, 196, 197, 198, 200, 201, 202, 203 and 204 in the Strata Scheme.

Certifier means a principal certifying authority, accredited certifier or consent authority as defined in the *Environmental Planning and Assessment Act 1979*.

Common Property is the area allocated as the common property of the Strata Scheme.

Council is Penrith City Council and its successor.

Developer is Thornton North Penrith No. 2 Pty Limited ACN 606 524 707 as Trustee for Thornton North Penrith No. 2 Unit Trust.

Easements means an easement, positive covenant or restriction on use affecting the Land or Building (including any Lot or the Common Property) in effect from time to time.

Garbage is any item of garbage, waste, recyclable material or other goods whatsoever of which an Owner or Occupier intends for disposal.

Gas Service means any system for the reticulation of natural or other forms of combustible gas products to parts of the Common Property and to Lots including, if installed, any cogeneration plant.

Government Agency is a governmental or semi-governmental administrative, commercial or judicial department or entity.

Hot Water System means any system designed to provide hot water to parts of the Common Property and Lots.

Invitee is a person who is a guest, customer, invitee, courier, customer goods carrier, agent, licensee, servant, employee or contractor of an Owner or Occupier or of the Owners Corporation.

Land means the land in (or formerly in) Folio Identifier 309/1231494.

Lifts means that part of Common Property comprising the lifts servicing Lots in the Building.

Loading Bay means that part of the Common Property designated as a loading bay or area.

Lot is a lot in the Strata Scheme.

Neighbouring Strata Access Link means the access doorway located on basement level 1 of the Strata Scheme facilitating access to and from and linking the Strata Scheme with the Neighbouring Strata Scheme.

Neighbouring Strata Scheme means the strata scheme formed or to be formed as a result of a strata subdivision on folio identifier 310/1231494.

Occupier is an owner, occupier, lessee, licensee or mortgagee who is in possession and occupation of a Lot in the Strata Scheme.

Owner is the owner and registered proprietor of a Lot in the Strata Scheme.

Owners Corporation is the Owners Corporation of the Strata Scheme.

Permitted Vehicle means:

- (a) a motor vehicle not exceeding:
 - (i) 2200 mm in height (including any roof rails or roof rack); and
 - (ii) 5400 mm in length (including any towbar); and
 - (iii) 2.5 tonnes gross weight;
 - (b) a motor cycle or motor scooter,
- and which is registered for public road use.

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Refurbish includes but is not limited to any of the following:

- (a) the treatment of Common Property by repairing, painting, staining, colouring or polishing as applicable or otherwise;
- (b) the replacement of any floor covering in Common Property, including carpet, floor tiles or other flooring coverings which are considered in need of replacement; and
- (c) the replacement of fittings and fixtures and loose furnishings and chattels located on Common Property that are considered in need of replacement.

Residential Garbage Room means the area or room allocated for use by Owners and Occupiers for the temporary storage of Garbage in the Strata Scheme.

Rules means rules made by the Owners Corporation in accordance with By-Law 26.

Security Device means any key, swipe card, remote control or other device to operate doors, gates, locks, alarms and security systems within the Common Property.

Services means water, electricity, gas and other utility services.

Strata Committee means the strata Committee of the Owners Corporation.

Strata Manager is the strata manager as defined under the Act.

Strata Plan means the plan of strata subdivision registered at LPI accompanying these by-laws.

Strata Scheme is the buildings and complex comprised in strata scheme numbered on this document.

Storage Space means that area designated on the Strata Plan as a storage space.

Storage Space Stand Alone Lot means each of lots 199, 205, 206, 207 and 208 in the Strata Scheme.

Works Insurance means:

- (a) contractors all risk insurance (including public liability insurance) in the sum of \$10,000,000.00;
- (b) Insurance required under the Home Building Act 1989 (if any); and
- (c) Workers' compensation insurance.

Building Works means the Cosmetic Works, Minor Renovations and / or Major Renovations undertaken on a Lot and that have an impact on the Common Property of the scheme.

Cosmetic Works means aesthetic works as defined in section 109 of the *Strata Schemes Management Act 2015* and as specified in the any Building Works Items List created under By-law 19 – Alterations and Works.

Floor Works means Building Works which comprise or include works to floors (including the installation or replacement or replacement of carpet, tiles, timber or hard surface flooring other than floor space comprising a kitchen, laundry, lavatory or bathroom)).

Major Renovations means works that involve structural changes, work that changes the external appearance of a Lot, work involving waterproofing, work for which consent or another approval is required under any other Act, and as specified in any Building Works Items List created under By-law 19 – Alterations and Works.

Minor Renovations means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Management Regulations 2016* and as specified in any Building Works Items List created under By-law 19 – Alterations and Works.

Strata Committee means the strata committee, and / or as previously known, executive committee, of the Owners Corporation.

2. INTERPRETATION

- (a) All references to statute provisions shall be construed as references to any statutory modification or re-enactment thereof (whether before, on or after the date hereof) for the time being in force.
- (b) The schedules and annexures (if any) have the same force and effect in all respects as if they were set out in the body of the By-Laws.
- (c) Headings are included for convenience only and shall not affect the construction of the By-Laws.
- (d) Words importing the singular number or plural number include the plural number and the singular number respectively.
- (e) Words "include", "including", "for example" or such as when introducing an example, do not limit the meaning of the words to which the example relates to the example or to examples of a similar kind.

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- (f) Words denoting individuals include a person (their heirs, successors, executors and assigns), a firm, an Owners Corporation, a corporation, a government authority, an association and vice-versa.

3. THE BY-LAWS AND COMPLIANCE

- 3.1 **(Rights)** The Owners Corporation may create or amend By-Laws and rules in relation to the management, operation, control, security, use and enjoyment or any other matter affecting or connected to the Strata Scheme.
- 3.2 **(Compliance)** The Owners Corporation, the Owners and Occupiers must comply with the By-Laws.
- 3.3 **(Strata Manager)** The Corporation may appoint and retain a Strata Manager.
- 3.4 **(Approvals)** Any applications for approval or consent required by these By-Laws (unless otherwise stated) from the Owners Corporation may be granted at a general meeting or a Strata Committee meeting and may include conditions or provisions which must be complied with by the Owner or Occupier receiving the consent or approval.
- 3.5 **(Applications and complaints)** An Owner or Occupier must make any application or complaint to the Owners Corporation in writing and address it to the Strata Manager, or if there is no Strata Manager, the secretary of the Owners Corporation.
- 3.6 **(Noticeboards)** The Owners Corporation must cause a noticeboard or noticeboards to be affixed to one or more parts of the Common Property and may exhibit on it a copy of these By-Laws or a précis thereof as approved by the Owners Corporation.
- 3.7 **(Compliance with notices)** An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Owners Corporation or of any statutory authority.

4. NON COMPLIANCE WITH BY-LAWS

- 4.1 **(Powers)** The Owners Corporation may do anything:
- (a) empowered to it under the Act;
 - (b) that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done, or in the opinion of the Owners Corporation has not done properly.
- 4.2 **(Procedures)** The Owners Corporation must give an Owner or Occupier a written notice specifying when it will enter its Lot to do work or rectify a breach (except in the case of an emergency). The Owners Corporation must:
- (a) give the Owners Corporation (or persons authorised by it) access to its Lot according to the notice and at the Owner or Occupier's its cost; and
 - (b) pay the Owners Corporation for its cost for doing the work or rectifying the breach.
- 4.3 **(Levy)** In addition, the Owners Corporation has the power to levy on the Owner or Occupier the amount of any charges or costs incurred or paid by the Owners Corporation in respect to:
- (a) rectifying any breach of the Act or the By-Laws by an Owner or Occupier;
 - (b) any work(s) required to be done under the By-Laws which the Owner or Occupier failed to do or do effectively within a reasonable time;
 - (c) repairing damage to Common Property; and
 - (d) abating any nuisance, hazard or interference affecting another Lot or the Common Property which was caused by the Owner or Occupier or one of its Invitees;

PROVIDED that in the case of a breach of the Act or these By-Laws, the Owners Corporation has given prior notice (except in the case of emergency) to the Owner or Occupier in breach of any of the above matters and that Owner or Occupier has failed to rectify the breach within a reasonable time.

- 4.4 **(Recovering Money)** The Owners Corporation may recover any money an Owner or Occupier owe it under the By-Laws as a debt.

5. BEHAVIOUR WITHIN THE STRATA SCHEME

- 5.1 **(Restrictions)** An Owner or Occupier must:
- (a) not make noise, use offensive language, or carry out any noxious or offensive trade or activity or behave in a way that interferes with or obstructs the peaceful use and enjoyment of Common Property or an Owner or Occupier's legal entitlement to the use of Common Property;
 - (b) not consume alcohol or smoke cigarettes, pipes, or cigars or do anything which is illegal while on Common Property unless that part of the Common Property has been designated for the exclusive use of an Owner or Occupier;
 - (c) not be naked or inappropriately dressed while on Common Property;

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- (d) not obstruct pathways and driveways on the Strata Scheme and any easement giving access to the Strata Scheme or use by them for any other purpose than the reasonable ingress and egress to and from their particular Lot;
 - (e) not do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme; and
 - (f) damage any lawn, garden, tree, shrub, plant flower or landscaping on Common Property except with the prior approval of the Owners Corporation.
- 5.2 **(Children Supervised)** An Owner or Occupier must not permit any child less than twelve (12) years of age to be on or play on Common Property including the carparking area or any other area of possible danger or hazard to children unless accompanied by an adult Owner, Occupier or Invitee exercising effective control.
- 5.3 **(No Illegal Use)** An Owner or Occupier must not use any Lot or any part of the Common Property for any purpose which may be illegal or injurious to the reputation of an Owner or Occupier or the Strata Scheme or the Owners Corporation.

6. BEHAVIOUR OF INVITEES

- 6.1 **(Invitees)** An Owner or Occupier must ensure their Invitees:
- (a) comply with the By-Laws in all respects including, but not limited to, By-Laws specifically relating to the behaviour of an Owner or Occupier;
 - (b) leave the Strata Scheme if they do not comply as required by By-Law 6.1(a); and
 - (c) do not do anything an Owner or Occupier is not themselves entitled to do under the By-Laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of an Owner or Occupier or any other person lawfully on Common Property.
- 6.2 **(Lessees bound)** If an Owner leases or licences their Lot, the Owner must:
- (a) take all reasonable steps to ensure the Occupier and their Invitees comply with the By-Laws or leaves the Strata Scheme;
 - (b) give their tenant or licensee a copy of the By-Laws and any applicable Rules; and
 - (c) take all action reasonably available to them, including action under the lease or licence to ensure the tenant or licensee and their visitors comply with By-Law 6.1(a) or leaves the Strata Scheme.

7. PERMITTED USAGE

- 7.1 **(Lot Uses)** Each Owner or Occupier:
- (a) is to use its Lot only for the purposes of residential accommodation, except for a Lot or that part of a Lot designated as:
 - (i) a car space, which is to be used only for parking a Permitted Vehicle or in accordance with By-Law 9.1 or 9.2, as the case may be; or
 - (ii) a store or storage space, which is to be used only for the storage of goods incidental to residential use;
 - (b) must not lease or licence their Lot:
 - (i) in part;
 - (ii) for a period of less than three (3) consecutive calendar months;
 - (c) not permit, in respect of their Lot:
 - (i) more than two (2) adult people to occupy any bedroom and each bedroom shall contain no more than two (2) beds, excluding children's beds, cots or bassinets;
 - (ii) the total number of adults who reside in a Lot to exceed twice the number of approved bedrooms.
 - (iii) a variation in the number of bedrooms within the Lot without prior consent of the Owners Corporation, Council and any other relevant Government Agency.
- 7.2 **(Change Notified)** For any other usage other than contemplated in By-Law 7.1, the Owner or Occupier must obtain the written authority of the Owners Corporation prior to seeking the consent of Council and any relevant Government Authority to engage in such other use. An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of their Lot (and if necessary obtain the authority and consents) and/or does any thing that may affect the insurance premiums for the Strata Scheme.
- 7.3 **(Use Prohibitions)** No Lot or part of the Common Property shall be used for:
- (a) any purpose which causes or may cause unreasonable interference to the use and enjoyment of other Lots by vibration, gases, vapours, dust, fumes, soot, ash, waste water, grit, oil or other impurities which are sobering up unit dangerous or prejudicial to health; or

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(b) brothels, massage parlours, introduction agencies, dance schools, dance parties, dating agencies, entertainment halls, reception halls, drug referral centres, drug shoot gallery, meeting place for drug and ex-drug users and any other purpose which involves drug use, drug discussion groups or a sobering up unit for the purpose of this by-law the term drug is a reference to illicit drugs.

7.4 **(Not to increase insurance)** An Owner or Occupier of a Lot must not bring onto, do or keep anything in any Lot or on Common Property which may increase the rate of insurance on any Lot or the Common Property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any Lot or the Common Property or the regulations or ordinances of any public authority for the time being in force.

7.5 **(General Law compliance)** Without limiting the provisions of By-Laws 7.1 to 7.3 (inclusive), an Owner or Occupier must ensure that no Lot or part of the Common Property is used for any business, activity or industry which is contrary to any law, regulation, By-Law, Council ordinance or notice or which may endanger the good reputation of the Strata Scheme.

8. SECURITY DEVICES & ACCESS

8.1 **(Security & Access)** An Owner:

- (a) shall be issued with a Security Device to gain access to Common Property and the car park of the Strata Scheme. An Owner or Occupier must not duplicate any Security Device or provide any Security Device to any Invitee or third party;
- (b) may be required to pay to the Owners Corporation any cost for the obtaining and issue of the Security Device or any subsequent or replacement Security Device; and
- (c) accesses and uses the Common Property and car park at their own risk; Occupiers and Invitees also access and use the Common Property and car park at their own risk.

8.2 **(Security Devices)**

- (a) Security Devices remain the property of the Owners Corporation
- (b) The Owners Corporation may:
 - (i) make agreements with other parties to manage and provide Security Devices;
 - (ii) charge a fee for issuing or replacing a Security Device;
 - (iii) recode Security Devices from time to time and, if so, at the request of the Owners Corporation an Owner or Occupier must on request promptly return their Security Devices to the Owners Corporation for recoding;
 - (iv) deactivate a Security Device in its discretion;
 - (v) require an Owner, Occupier or other person in possession of a Security Device to promptly return that Security Device to the Owners Corporation.
- (c) An Owner or an Occupier of a Lot must:
 - (i) take all reasonable steps not to lose or damage a Security Device;
 - (ii) notify the Owners Corporation immediately if a Security Device is lost or stolen;
 - (iii) return Security Devices to the Owners Corporation if it no longer requires them or if an that owner or Occupier is no longer an Owner or Occupier of the Strata Scheme and it has not provided a subsequent Owner or Occupier of that Lot with its Security Devices;
 - (iv) comply with the reasonable instruction of the Owners Corporation about Security Devices, including instructions about recoding or returning Security Devices.
- (d) An Owner or an Occupier must not:
 - (i) copy a Security Device;
 - (ii) give a Security Device to someone who is not an Owner or Occupier.
- (e) If an Owner leases or licences a Lot that Owner must include a requirement in the lease or licence that the Occupier returns Security Devices to Owner or the Owners Corporation when it no longer occupies Lot.

8.3 **(Replacement of a Security Device)** If an Owner or Occupier loses or damages a Security Device, the Owner may apply to the Owners Corporation for a replacement and the Owners Corporation shall take reasonable steps to replace the Security Device at the cost of the Owner. The Owners Corporation reserves the right to disable any security device declared lost or damaged or that is provided to another party in breach of these By-Laws.

9. PARKING, LOADING & TRAFFIC CONTROL

9.1 **(Designated carspace)** Other than in respect of a Carspace Stand Alone Lot, where a carspace is specifically designated to a Lot, the Lot Owner or Occupier of that Lot must not:

- (a) use or permit any Carspace(s) attaching to an Owner or Owner's Lot to be used:

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- (i) except by an Owner or Occupier of that Lot;
- (ii) for any purpose other than the parking of a Permitted Vehicle;
- (iii) for washing of vehicles or equipment;
- (iv) for carrying out of mechanical or other repairs;
- (v) for parking or storing boats, caravans or trailers; or
- (vi) for manufacturing, displaying or storing goods, materials or equipment;
- (b) lease, licence or otherwise permit occupation of a carspace by a person who is not an Owner or Occupier of the Lot to which the Carspace relates.
- (c) except with the consent of the Owners Corporation at a general meeting or extra ordinary general meeting enclose, or permit the enclosure of any Carspace(s) attaching to an Owner or Occupier's Lot and then such enclosure must comply with the relevant Government Agency building code;
- (d) except as otherwise provided in these By-Laws, install or erect any storage facility whether fixed or moveable within a Carspace;

for the avoidance of doubt, this By-Law 9.1 does not apply to Carspace Stand Alone Lots.

9.2 (Carspace Stand Alone Lots) The Owner or Occupier of a Carspace Stand Alone Lot must not:

- (a) use or permit that Carspace Stand Alone Lot to be used:
 - (i) except by an Owner or Occupier of the Strata Scheme or of the Neighbouring Strata Scheme;
 - (ii) for any purpose other than the parking of a Permitted Vehicle;
 - (iii) for washing of vehicles or equipment;
 - (iv) for carrying out of mechanical or other repairs
 - (v) for parking or storing boats, caravans or trailers; or
 - (vi) for manufacturing, displaying or storing goods, materials or equipment;
- (b) lease, licence or otherwise permit occupation of that Carspace Stand Alone Lots by a person who is not an Owner or Occupier of the Strata Scheme or of the Neighbouring Strata Scheme;
- (c) except with the consent of the Owners Corporation at a general meeting or extra ordinary general meeting enclose, or permit the enclosure of any Carspace(s) attaching to an Owner or Occupier's Lot and then such enclosure must comply with the relevant Government Agency building code;
- (d) except as otherwise provided in these By-Laws, install or erect any storage facility whether fixed or moveable within that Carspace Stand Alone Lot;

9.3 (Risk) The Owners Corporation is not responsible for:

- (a) anything stolen from a Carspace or anything stolen from a motor vehicle, or any vehicle stolen from a Carspace or Common Property; or
- (b) damage to a motor vehicle, motor cycle or anything else on or about a Carspace or Common Property, including damage to a motor vehicle or motor cycle entering, leaving or using a Carspace or Common Property.

9.4 (Loading) Subject to By-Law 9.7, an Owner or Occupier receiving or despatching goods or furniture shall ensure that any vehicle that are loading or unloading goods or furniture do not:

- (a) park or stand upon the access driveways or landscaped areas other than in areas designated for loading and unloading and then must not park or stand in that area for more than a continuous period of 2 hours at any one time; or
- (b) obstruct access to other Lots.

9.5 (Movement of large items) Despite By-Law 9.4, if an Owner or Occupier is moving in or out of a Lot or moving large items through Common Property, where the Owner or Occupier:

- (a) would require use of any lift to the exclusion of other persons entitled; and/or
- (b) may obstruct Common Property to the exclusion of other persons entitled; and/or
- (c) may require lift covers to prevent damage to Common Property.

then the Owner or Occupier must provide the Owners Corporation and the Building Manager with at least 48 hours written notice.

9.6 (Manner of transport) The Owners Corporation may, from time to time, determine the manner in which large items are to be transported through or over Common Property (whether in the Building or not) and may impose appropriate conditions on such activities, including:

- (a) determining the times during which these activities are permitted to take place;
- (b) the use of protective covers for surfaces forming part of the Common Property;
- (c) prohibitions on the use of trolleys or other moving devices having metal wheels;
- (d) insurance requirements; and

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and the Owner or Occupier must

- (e) comply with those conditions when transporting large items over or through Common Property; and
- (f) pay the cost of any approvals or costs associated with deliveries including the use of ropes and/or other devices.

9.7 **(Loading Bay)** An Owner or Occupier may use the Loading Bay for the purpose of loading and unloading only.

9.8 **(Compliance)** In respect to the exercise of an Owner or Occupier's rights under this By-Law the Owner or Occupier must:

- (a) repair any damage that is caused to Common Property;
- (b) immediately clean any mark or spillage caused;
- (c) dispose of any boxes or cartons in accordance with these By-Laws; and
- (d) comply with the reasonable requirements of the Owners Corporation.

9.9 **(Bicycle Parking)** Any part of the Common Property designated as a bicycle parking area must only be used for the parking of bicycles. Any bicycle parked in a bicycle parking area is at the bicycle owner's risk, the Owners Corporation takes no responsibility for bicycles parked on the Common Property.

9.10 **(Controlling Traffic)** In addition to its powers under the Act, the Owners Corporation has the power to:

- (a) impose a speed limit for traffic in Common Property; and
- (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
- (c) install speed humps and other traffic control or safety devices in Common Property; and
- (d) install signs about parking; and
- (e) determine the direction of the flow of traffic or route of persons through Common Property and to alter such direction or route from time to time as it determines; and
- (f) install signs or devices to control traffic in Common Property and, in particular, traffic entering and leaving the Community Property.

9.11 **(Compliance by Invitees)** An Owner or Occupier shall comply and ensure compliance of its Invitees with all parking, limitations, directional and speed limit signs erected or stipulated by the Owners Corporation.

10. STORAGE SPACE

10.1 **(Designated storage space)** Other than in respect of a Storage Space Stand Alone Lot, where any area of a Lot designated as a storage area or storage space, an Owner or Occupier of that Lot

- (a) must not:
 - (i) use or permit to be used that Storage Space other than for the storage of that Owner or Occupier's personal property and must not use or permit that Storage Space to be used for the storage of commercial or trade items: or for commercial purposes
 - (ii) lease, licence or otherwise permit occupation of that Storage Space by a person who is not an Owner or Occupier of the Lot to which the Storage Space relates;
 - (iii) except as otherwise provided in these By-Laws, enclose, seal or permit the enclosure or sealing of that Storage Space(s) attaching to an Owner or Occupier's Lot;
 - (iv) except as otherwise provided in these By-Laws, affix any item to that Storage Space;
 - (v) cover, block or restrict fire sprinkler heads within that Storage Space;
 - (vi) interfere with, damage or store any materials likely to hinder, restrict or cause damage to, Services or pipes, conduits, other transmission lines or Services infrastructure supplying Services;
 - (vii) store items against or in close proximity to any area classified as a wet wall area;
 - (b) must keep that Storage Space free from vermin; and
 - (c) may, as a form of screening, install black shade cloth inside that Storage Space:
- for the avoidance of doubt, this By-Law 10.1 does not apply to Storage Space Stand Alone Lots.

10.2 **(Storage Space Stand Alone Lot)** The Owner or Occupier of a Storage Space Stand Alone Lot:

- (a) must not:
 - (i) use or permit to used that Storage Space Stand Alone Lot other than for the storage of that Owner or Occupier's personal property and must not use or permit that Storage Space Stand Alone Lot to be used for the storage of commercial or trade items: or for commercial purposes
 - (ii) lease, licence or otherwise permit occupation of that Storage Space Stand Alone Lot by a person who is not an Owner or Occupier of the Strata Scheme or the Neighbouring Strata Scheme;
 - (iii) except as otherwise provided in these By-Laws, enclose, seal or permit the enclosure r sealing of that Storage Space Stand Alone Lot;
 - (iv) except as otherwise provided in these By-Laws, affix any item to that Storage Space Stand Alone Lot;

- (v) cover, block or restrict fire sprinkler heads within that Storage Space Stand Alone Lot;
- (vi) interfere with, damage or store any materials likely to hinder, restrict or cause damage to, Services or pipes, conduits, other transmission lines or Services infrastructure supplying Services;
- (vii) store items against or in close proximity to any area classified as a wet wall area;
- (b) must keep that Storage Space Stand Alone Lot free from vermin; and
- (c) may, as a form of screening, install black shade cloth inside that Storage Space Stand Alone Lot.

10.3 **(Risk)** The Owners Corporation is not responsible for:

- (a) anything stolen from a Storage Space; or
- (b) damage to any articles or items on or about a Storage Space or Common Property.

11. STORAGE OF LIQUIDS & MATERIALS

- 11.1 **(No storage on Common Property)** Other than as permitted by these By-Laws, an Owner or Occupier must ensure that no goods, materials, chattels or waste are stored or used on the Common Property or on any Carspace.
- 11.2 **(No Dangerous Substances)** An Owner or Occupier must not, use or store on the Lot any flammable liquids, substances, chemicals, gases, or materials of more than reasonable quantity and then must be stored for lawful purposes and such storage must comply with and not exceed or breach any guidelines or any regulations issued by a Government Agency.

12. WINDOW COVERINGS

- 12.1 **(Windows)** An Owner or Occupier must not hang, install, renovate and/or replace curtains, curtain backings, blinds, shutters or other window coverings visible from outside of a Lot, except as approved by the Owners Corporation. In giving such approvals the Owners Corporation will ensure so far as is practicable that curtain backing used in all Lots present a uniform appearance when viewed from outside the Lots and as such the Owners Corporation must not unreasonably withhold approval where such window coverings are:
- (a) of white or neutral appearance to the exterior of the building;
 - (b) a roller-blind style, block-out only or dual roller with block-out and sheer; and
 - (c) of the following specifications (or similar if unavailable):
 - (i) Sheer: Hunter Douglas Sunscreen – colour, White;
 - (ii) Blockout: Hunter Douglas Blockout – colour, white backing;
 - (iii) Base rail: Hunter Douglas commercial ellipse balance collection, White or Anodised.
- 12.2 **(External cover)** No blinds, reflective material, shutters, awnings or other window cover may be affixed externally to a Lot except in accordance with the Owners Corporation approval.
- 12.3 **(Insect Screens)** An Owner or Occupier must not install or attach insect screens to external windows or doors of a Lot without the prior written approval of the Owners Corporation and any insect screens installed must be powder coated to match the existing window frame colour.
- 12.4 **(Notice to remove)** If an Owner or Occupier acts in contravention of by-laws 12.1 to 12.3, the Owners Corporation may in its discretion require the Owner or Occupier (as the case may be) to remove such items as contravene By-Laws 12.1 to 12.3 immediately on notice and the Owner or Occupier (as the case may be) must comply with that notice immediately.

13. CLEANING WINDOWS & DOORS

An Owner or Occupier of a Lot must keep clean all internal surfaces of glass in windows, louvers and doors on the boundary of the Lot (even if they are Common Property), including so much as forms part of the Common Property, unless:

- (a) such glass or part thereof, louvers or such door cannot be safely accessed by the Owner or Occupier of the Lot; or
- (b) the Owners Corporation resolves that it will keep such glass or louvers or part thereof or such door clean.

14. AIR-CONDITIONING

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14.1 (Air conditioning unit maintenance) With respect to any air conditioning unit exclusively serving a Lot, the Owner must at its cost:

- (a) regularly maintain and repair the air conditioning unit to ensure it is clean, safe and sound compliant and complies with the requirements of all laws and regulations;
- (b) replace that air conditioning unit where it requires replacement.

14.2 (Stand Alone) If an Owner of a Lot wishes to install any stand alone air conditioning unit, then the Owner must:

- (a) submit an application and obtain the consent of the Owners Corporation (except where installed by the Developer) including, but not limited to, providing copies of the plans and specifications of the air conditioning unit, identify and locate any structural walls and columns, service pipes and lines to ensure same are not damage or services interrupted.
- (b) ensure that the contractor employed to install the air conditioning unit is qualified, licensed and has the appropriate insurance, including providing copies to the Owners Corporation prior to any works commencing.
- (c) ensure that the unit is located in a position, such as the balcony, and with sufficient covering or encasement so that the unit is not visible from outside the Strata Scheme;
- (d) ensure that the unit is and remains sound compliant so that it does not unreasonably disturb any other Owners or Occupiers in the Strata Scheme;
- (e) ensure the installation is carried out and completed in a proper and workmanlike manner and to the satisfaction of the Owners Corporation and general building standards and specifications and in compliance with the requirements of every relevant Government Agency;
- (f) repair any damage caused to the Common Property or any other Lot at the time of installation and upon removal of the unit;
- (g) regularly maintain and repair the air conditioning unit to ensure it is clean, safe and sound compliant;
- (h) comply with any Rules or requirements determined by the Owners Corporation in respect of such air conditioning, including any proposed replacement of it.

This By-Law 14.2 does not apply to air conditioning units installed by the Developer.

15. BALCONIES, COURTYARDS & LOT GARDENS

15.1 (Balcony items) a Planter boxes, plants, landscaping, and occasional furniture ("Furniture") may be kept on the balcony of a Lot provided:

- (a) it is of a high quality and finish and in keeping with the aesthetic and appearance of the Building;
- (b) is of a type or material designated or approved by the Owners Corporation;
- (c) does not interfere with any other Owner or Occupier;
- (d) does not cause damage to a Lot or Common Property;
- (e) if plants, they do not exceed the height of the balustrade of the balcony or courtyard or other height designated by the Owners Corporation;
- (f) any plants which are visible from outside the Strata Scheme are well maintained and are healthy;
- (g) the Furniture is safely secured to prevent movement due to adverse weather conditions.

15.2 (Removal of Furniture) An Owner or Occupier must remove Furniture from their balcony or courtyard if the Furniture:

- (a) does not comply with the provisions of By-Law 15.1;
- (b) is unsightly, visibly offensive or not in keeping with the aesthetic and appearance of the Building; or
- (c) has or may cause damage to a Lot, Common Property or any other part of the Building.

15.3 (Restrictions on Balcony) Except as permitted by these By-Laws, an Owner or Occupier must not hang or place any laundry, clothing, towels, bedding, wind chimes, decorations, surfboards, or bicycles on the balcony, courtyard or garden areas of a Lot.

15.4 (Gardens and landscaped areas) If a Lot includes a garden area or landscaped area, the Owner or Occupier of that Lot must, at its expense:

- (a) maintain that garden area or landscaped area in a neat and tidy condition and free from litter;
- (b) ensure that the garden area or landscaped area is maintained in a manner consistent with the original landscaping of the garden area or landscaped area forming part of that Lot or as the Owners Corporation otherwise reasonably directs; and
- (c) ensure that:
 - (i) any dead plants are promptly replaced;

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- (ii) plants are watered so as not to damage or cause water seepage to Common Property or adjoining Lots; and
- (iii) a mechanical watering system is not installed to planters.

15.5 (Watering) When watering any landscaping on a balcony or terrace Owners and Occupiers:

- (a) must ensure that no water enters or damages any other Lot or Common Property;
- (b) must comply with any watering times designated by the Committee from time to time;
- (c) shall be responsible for and must repair any damage caused by the Owner or Occupier in respect to any watering or over-watering; and
- (d) a mechanical watering system must not be installed to planters unless such system was installed prior to resignation of these By-Laws or with the consent of the Owners Corporation.

15.6 (Barbeques) An Owner or Occupier may store and operate a portable barbeque on the balcony or courtyard of its Lot, providing it is:

- (a) a covered gas or electric barbeque that is not affixed to any part of the Lot or Common Property or of a type of barbeque otherwise approved by the Owners Corporation.
- (b) kept covered when not in use; and
- (c) kept clean and tidy.

15.7 (No enclosures) An Owner or Occupier may not install any screens, blinds or mesh or enclose their balcony, courtyard, or garden except with the prior written consent of the Owners Corporation.

16. OTHER OBLIGATIONS ON THE OWNER OR OCCUPIER

An Owner or Occupier must:

- (a) keep their Lot in a state of good and serviceable condition and repair;
- (b) properly maintain, repair and where necessary, replace an installation or alteration made under the By-Laws which services its Lot (whether or not it made the installation or alteration);
- (c) not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis;
- (d) not cause damage to any plants or landscaping within the Strata Scheme and shall adopt a general duty of care in the maintenance and watering of plants in landscaped areas adjacent to and in the vicinity of their Lot;
- (e) comply with all Easements or laws affecting their Lot including, without limitation, requirements of any Government Agencies;
- (f) obtain any necessary consents from the Owners Corporation and any Government Agencies before altering the appearance or structure of their Lot in any way;
- (g) not erect, construct, place or permit to remain on the Common Property any television radio or other electronic antenna or device without the prior written consent of the Owners Corporation;
- (h) ensure all doors and windows to any Lot are securely fastened on all occasions when the Lot is left unoccupied and the Owner or Occupier of a Lot grants the right to the Owners Corporation and any agent of the Owners Corporation to enter and fasten any doors or windows if left insecurely fastened when a Lot is left unoccupied;
- (i) not interfere with security or surveillance equipment in or about the Strata Scheme or do anything that might prejudice the security or safety of the Building;
- (j) not waste water and must ensure that all water taps on the Owner's or Occupier's Lot and/or on the Common Property are promptly turned off after use;
- (k) not use the water closets, conveniences and other water apparatus including water pipes and drains in each Lot and the Common Property for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances may be deposited in them. Any costs or expenses resulting from damage or blockage to such water closets, convenience, water apparatus, waste pipes and drains from misuse or negligence will be borne by the Owner of the relevant Lot;
- (l) not directly instruct nor interfere with the business or property of any managers, caretakers, contractors or workmen employed by the Owners Corporation, or Strata Manager unless so authorised by the Owners Corporation, or Strata Manager; and
- (m) not install a security alarm with an audible signal unless the prior written consent for the Owners Corporation.

17. FIRE, HEALTH & SAFETY REGULATIONS IN THE STRATA SCHEME

An Owner and Occupier:

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- (a) must ensure that reasonable action has been taken to prevent fires and other health or safety hazards;
- (b) must provide access at such day and time nominated by the Owners Corporation for inspection of fire safety equipment within the Lot (including the fire rated entry door compliance plate) and, if applicable, reimburse the Owners Corporation for any additional expense it incurs if such access is not provided at the nominated time;
- (c) must take all due care to ensure that fire, security, health and safety regulations are adhered to and must comply with the regulations of the Government Agencies;
- (d) must ensure their Lot is kept free of vermin and pests and shall employ pest exterminators at their own expense as and when required;
- (e) must ensure that only clean and unpolluted water shall be discharged into the stormwater drainage system and that liquid wastes shall be discharged to the sewer in accordance with the requirements of Government Agencies;
- (f) must give to the Owners Corporation prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Owners Corporation will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs as deemed necessary for the safety and preservation of any Lot as often as may be necessary; and
- (g) must, in the event of any infectious disease which may require notification by virtue of any law affecting any person in any Lot give, or cause to be given, notice thereof and any other information which may be required relative thereto to the owners Corporation and must pay to the Owners Corporation the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease;
- (h) must permit a representative or agent of the Owners Corporation access to their Lot on prior notice of at least 1 day to undertake annual fire inspections;
- (i) must not interfere with or obstruct access to the fire safety equipment or fire escapes;
- (j) must not keep flammable material on or about any area of its Lot designated as storage space or a car space;
- (k) must not cut openings in doors within or on the boundary of a Lot used to access Common Property without the prior consent of the Owners Corporation;
- (l) must not do anything either within the Lot or Common Property that may create a hazard or danger to an Owner, Occupier or Invitee of another Lot.

18. DAMAGE TO COMMON PROPERTY

- 18.1 **(No fixtures to Common Property)** An Owner or Occupier must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except as permitted by these By-Laws or with the prior written approval of the Owners Corporation.
- 18.2 **(Works)** Approval can be given by the Owners Corporation for minor matters under By-law 18.1, but the Owners Corporation cannot authorise any matter that are in the nature of Works and approvals for such Works must be sought in accordance with By-law 19.
- 18.3 **(Permitted matters)** Subject to the provisions contained in By-law 18.4, this By-law 18 does not prevent an owner or Occupier arranging and/or installing:
- (a) any locking device for the protection of the Lot against intruders or to improve safety within the Lot; or
 - (b) any device used to affix decorative items to the internal surfaces of walls within the Lot.
- 18.4 **(Security installations)** An Owner must ensure that any such device referred to in By-law 18.3(a):
- (a) is to be installed in a competent and workmanlike manner; and
 - (b) is maintained, kept in a state of good repair and replaced from time to time as necessary at the expense of the Owner or Occupier; and
 - (c) where any damage is caused to any part of Common Property (including Lot entrance doors) by the installation, replacement or removal of such device, is repaired by the Owner or Occupier at their own expense; and
 - (d) must comply with any applicable fire safety standards.
- 18.5 **(Repair)** An Owner or Occupier must repair and/or provide compensation to the Owners Corporation for any damage to Common Property caused either by the Owner or Occupier, an Invitee or any other person or contractor doing work in the Strata Scheme at the request of the Owner or Occupier.

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- 18.6 (No interference) An Owner or Occupier must not interfere with or damage Common Property or remove or damage the equipment or belongings of the Owners Corporation unless with the prior consent of the Owners Corporation.

19. BUILDING WORKS

Purpose of By-law

- (1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Building Works within an Owner's Lot which affects, impacts, enhances, improves and / or adds value to the Owner's Lot and/or the Common Property, and affects the Common Property and/or impact on an Owner or Occupier of a Lot.
- (2) This by-law puts an Owner on notice as to how Building Works should be performed within a Lot and the Common Property.
- (3) This by-law distinguishes between different types of Building Works, namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the Common Property of the scheme.

Request made to carry out Building Works constitutes consent to conditions of by-law

- (4) The Owner upon making a request to carry out Building Works on and in their Lot, and on so much of the Common Property as is necessary, consents to terms and conditions imposed under this by-law.

Retrospective application for unauthorised Building Works

- (5) Where any Building Works were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Building Works undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Building Works.

Building Works authorised under this by-law do not confer special privileges or rights to Common Property

- (6) The Building Works covered under this by-law require the written consent as specified under this by-law, and does not confer special privileges to keep the Building Works on the Common Property, nor does it confer any rights to exclusive use of the Common Property.
- (7) The Owners Corporation may at any time request the removal of an item installed under this by-law (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the Common Property affected by the item installed under this by-law.

CONDITIONS

The Application Process

(i) Cosmetic Works

- (8) Where an Owner of a Lot intends to carry out Cosmetic Works, no notice need be given to the Owners Corporation and no consent is required.
- (9) Any Cosmetic Works undertaken by an Owner shall be the Owner's responsibility and the Owner must repair and maintain the Cosmetic Works undertaken as required from time to time.

(ii) Minor Renovations

- (10) Where an Owner intends to carry out Minor Renovations within a Lot, the Owner must obtain the prior written approval of the Strata Committee of the Owners Corporation.
- (11) The Owner must submit an application in writing to both the strata managing agent and the Secretary of the Strata Committee of the Owners Corporation.
- (12) The application must be made in accordance with **Annexure A** to this by-law "Application To Perform Building Works" prior to such Minor Renovations being approved by the Strata Committee of the Owners Corporation (excluding Cosmetic Works which require no notification and no consent).

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- (13) The Strata Committee must within 21 days from receipt of the application approve or reject the application of the Owner.
- (14) Where the Strata Committee rejects the application, it must provide reasons to the Owner in writing.
- (15) If the Strata Committee does not respond to the application within 21 days, approval is deemed to be granted pursuant to the conditions in this by-law
- (16) The Strata Committee may request clarification, further information and/or certification in respect of any Minor Renovations proposed by an Owner under this by-law, and an Owner must provide such information, clarification and/or certification prior to obtaining approval.
- (17) An Owner must not commence any Minor Renovations on their Lot or the Common Property until such information, clarification and/or certification (as may be required by the Strata Committee of the Owners Corporation) is provided and approved.

(iii) Major Renovations and Building Works that require any local or statutory authority consent

- (18) Where an Owner intends to carry out Major Renovations within a Lot, or where any Building Works require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the Building Works, a Common Property Rights By-law for Lot Building Works must be passed at general meeting of the Owners Corporation pursuant the Act (or any subsequent legislation) and must be registered on the Common Property Certificate of Title of the Owners Corporation.
- (19) The Owner must also submit an application in accordance with Annexure A to this by-law, along with the proposed Common Property Rights By-law for Lot Building Works for approval of the Owners Corporation.
- (20) If structural works are required, provide a certificate by a duly qualified structural engineer (and/or by any other necessary specialised consultant, such as a hydraulics or acoustic consultant) addressed to the Owners Corporation, that certifies that the Major Renovations, if undertaken in accordance with the plans and specifications provided to the Owners Corporation, will not affect the structural integrity or amenity of the Building or any part of it.
- (21) If an architect or other design consultant is involved, then the nature and scope of the Building Works will be readily ascertainable from the drawings prepared by that person. A copy of any drawings may be annexed to and form part of the Common Property Rights By-law for Lot Building Works.
- (22) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of any Common Property Rights By-law for Lot Building Works.
- (23) The Owners Corporation may refuse to execute any document relating to the registration of this by-law or local authority development application documents until such time as the Owner pays those costs.

Building Works Items List

- (24) The Owners Corporation is empowered to create and implement a "Building Works Items List" as outlined in Annexure B to this by-law, which categorises the different types of Building Works as described in this by-law, which will be authorised pursuant to the conditions in this by-law.
- (25) The Strata Committee of the Owners Corporation may amend this Building Works Items List from time to time by ordinary resolution.

Lot Register of Building Works

- (26) A "Lot Register of Building Works" shall be kept by the strata managing agent and an Owner of a Lot is responsible to ensure that the strata managing agent is notified of all Building Works undertaken on a Lot and that all Building Works be included and updated on the Lot Register.

Conditions Applicable to all Minor Renovations or Major Renovations

(i) Hours of Works

- (27) The Owner must perform the Building Works as prescribed by the local authority, or during such other times

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as may be approved by the Owners Corporation.

(ii) Compliance with Codes

- (28) The Owner when performing the Building Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.
- (29) The Owner when performing the Building Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Building Works are undertaken.

(iii) Bond

- (30) The Owner must, if required by the Owners Corporation, provide a bond, bank guarantee or other form of security as required by the Owners Corporation for an amount of not more than \$5000.00 as security for the Building Works to be carried out and which Bond must be returned by the Owners Corporation after deduction of any amounts drawn from it when the Building Works have been completed to the satisfaction of the Owners Corporation.

(iv) Building Works involving Floor Coverings

- (31) Where the Building Works comprise or include works to floors (including the installation or replacement or replacement of carpet, tiles, timber or hard surface flooring other than floor space comprising a kitchen, laundry, lavatory or bathroom), ensure that the part of the Building Works relating to floor finishes complies with By-law 40 – Floor Works.

General Conditions

- (32) The Owner must ensure that duly licensed and insured contractors complete the Building Works in a proper and workmanlike manner.
- (33) The Owner must ensure that any party engaged to carry out the Building Works is briefed on requirements as detailed in this by-law.
- (34) Prior to commencing the Building Works, the Owner must provide the Owners Corporation with the estimated duration of the Building Works and must ensure that Building Works are completed within three (3) calendar months from commencement of Building Works.
- (35) Building Works must be undertaken in such a way as to cause minimum disturbance or inconvenience to the Lots or their Occupiers and owners.
- (36) The Owner must keep all areas of the building outside their Lot clean and tidy throughout the performance of the Building Works.
- (37) The Owner must ensure that no building materials are stored on Common Property without the permission of the Owners Corporation.
- (38) The Owner must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.
- (39) Work inside the Lot must only occur when the door between the Lot and the Common Property is completely closed.
- (40) The Owner must ensure that the corridor serving the Lot is protected from dust, noise and damage for the duration of the Building Works.
- (41) The Owner must ensure that any carpeted area is protected by the use of floor protection and kept clean during any Building Works.
- (42) The Owner must repair promptly any damage caused or contributed to by Building Works, including damage to the property of the Owners Corporation and the property of the Owner or Occupier of another Lot in the strata scheme.

After Completion of the Building Works

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- (43) Immediately upon completion of the Building Works, the Owner must restore all other parts of the Common Property affected by the Building Works as nearly as possible to the state they were in immediately before the Building Works.
- (44) Upon completion of the Building Works, the Owner must deliver to the Owners Corporation (at the Owner's cost) any documents or requisite certificates reasonably required by the Owners Corporation relating to the Building Works and the occupation of the Lot.

Owner's Enduring Obligations

(i) Maintenance and Repair

- (45) Where an Owner undertakes any Building Works under this by-law, the Owner of a Lot must, at the Owner's cost, properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works (or any part of them) as required from time to time.
- (46) If the Owner removes the Building Works or any part of the Building Works undertaken under this by-law, the Owner must, at the Owner's own cost, restore and reinstate the Common Property to its original condition.

(ii) Liability and Indemnity

- (47) Where an Owner undertakes any Building Works under this by-law, the Owner indemnifies the Owners Corporation against:
- (a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the Common Property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Building Works;
 - (b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Building Works;
 - (c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Building Works; and
 - (d) liability under *section 122 (6) of the Strata Schemes Management Act 2015* in respect of repair of the Common Property attached to the Building Works.
- (48) To the extent that *section 106 (3) of the Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Building Works performed under this by-law.
- (49) The Owner upon undertaking the Building Works:
- (a) must apply the proceeds of any claim against the contractor who carried out the Building Works or its insurer towards (or by way of reimbursement) the repair or completion of the Building Works;
 - (b) acknowledges the Owners Corporation may at its option make and conduct any claim against the contractor who carried out the Building Works or its insurer; and
 - (c) must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this By-Law 19 including legal expenses and the expenses of any building consultant or engineer appointed by the Owners Corporation.

(iii) Repair of Damage

- (50) The Owner must, at the Owner's expense, make good any damage to the Common Property caused as a result of the Building Works no matter when such damage may become evident.
- (51) Any loss and damage suffered by the Owners Corporation as a result of making and using the Building Works, including failure to maintain, renew, replace or repair the Building Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

Breach of By-law

- (52) The Owners Corporation reserves the right to replace or rectify the Building Works or remediate any loss or damage to the Common Property of the Owners Corporation caused by the Owner's breach of the conditions

in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Annexure A

APPLICATION TO PERFORM BUILDING WORKS

To the Secretary & strata managing agent

I/We _____ the Owner(s) of Lot _____ hereby
give _____
notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake
Building _____
Works to my/our Lot _____.

1. Detail of Building Work to be undertaken, including type of work, materials to be used,
method of installation, and proposed location:
.....
.....
.....
2. Name of Contractor
3. Contractor's Licence No.....
4. Details of Contractors All Risks Insurance.....
.....
5. Is Council approval required: Yes/No
6. If yes, has application been made for Development Approval.....
7. Date works intend to start.....
8. Duration of works (Timetable of major components of works).....
.....
9. I have read **Building Works Bylaw** and acknowledge that no work may commence unless
approved in writing as required under the Building Works By-law.
10. I acknowledge that any Building Works undertaken may be subject to special conditions as
required by the Owners Corporation and I shall abide by these special conditions.

Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....

(Note: Must use one form for each tradesperson/contractor engaged to undertake Building Works)

Annexure B

**BUILDING
WORKS ITEMS
LIST
CATEGORIES OF BUILDING WORKS**

The **Building Works Bylaw** puts Owners on notice as to how "Building Works" should be performed within a Lot and the Common Property. This By-law distinguishes between different types of "Building Works", namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the Common Property of the strata scheme. Below is a list of items that have been categorised into the different types of Building Works as described in the **Building Works Bylaw**

Cosmetic Works

- (i) Work for the following purposes is prescribed as cosmetic works pursuant to s109 (2) of *Strata Schemes Management Act 2015*:
 - (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls
 - (b) installing or replacing handrails
 - (c) painting
 - (d) filling minor holes and cracks in internal walls
 - (e) laying carpet
 - (f) installing or replacing built-in wardrobes
 - (g) installing or replacing internal blinds and curtains (*Refer to By-law 12 – Window Coverings*)
- (ii) Additional Work for the following purposes is prescribed as cosmetic works under this by-law and pursuant to section 109 (4) of the *Strata Schemes Management Act*:
 - (b) Wallpapering walls and other surfaces within the Lot
 - (c) Repair and replacement of window and door jambs, locks and handles
 - (d) Sanding, staining and polishing existing floor boards installed on the Lot (*Refer to By-law 40 – Floor Works*)
 - (e) Replacing bathroom, kitchen and laundry tapware or other removable items

Minor Renovations

- (i) Work for the following purposes is prescribed as minor renovations pursuant to s110 (3) of *Strata Schemes Management Act 2015*:
 - (a) renovating a kitchen
 - (b) changing recessed light fittings
 - (c) installing or replacing wood or other hard floors (*Refer to By-law 40 – Floor Works*)

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- (d) installing or replacing wiring or cabling or power or access points
- (e) work involving reconfiguring walls (excluding structural or load bearing walls)
- (ii) Work for the following purposes is prescribed as minor renovations pursuant to Regulation 28 of the *Strata Schemes Management Regulations 2016*:
 - (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors (*Refer to By-law 40 – Floor Works*)
 - (b) installing a rainwater tank
 - (c) installing a clothesline
 - (d) installing a reverse cycle split system air conditioner (*Refer to By-law 14 – Air-conditioning*)
 - (e) installing double or triple glazed windows
 - (f) installing a heat pump (*Refer to By-law 38 – Hot Water Service*)
 - (g) installing ceiling insulation
- (iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to section 110 (6) (a) of the *Strata Schemes Management Act*:
 - (a) Installing any other type of air-conditioner/system within the Lot (*Refer to By-law 14 – Air-conditioning*)
 - (b) Installing false ceilings
 - (c) Installing security systems / alarms (*Refer to By-law 16 (m) – Other Obligations on the Owner or Occupier*)
 - (d) Installing fixtures to internal surfaces of Common Property walls
 - (e) Installing Foxtel or PayTV connection
 - (f) Installing new plumbing, gas and electrical equipment and services

Major Renovations

- (a) Works involving alteration or interference of the structure, support or shelter of the building, including any structural beams and/or props erected to maintain the distribution of the building loads
- (b) Works involving removal or addition of any structural elements to the building requiring local authority development approval, including but not limited to, enlarging openings, forming new openings, installing external structures, removal of Common Property walls in whole or in part within a Lot
- (c) Works involving changes the external appearance of a Lot, including the installation of an external access ramp
- (d) Works involving waterproofing on the Lot, including waterproofing the bathroom, kitchen and/or laundry floors of the Lot or waterproofing the bathroom, kitchen and/or laundry walls located on a common wall within the Lot
- (e) Any works, including Minor Renovations mentioned above, which require consent or development approval of Council and any other Authority.

20. WORK HEALTH & SAFETY

