

Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
Vendor's agent		Phone:
		Fax:
		Ref:
Co-agent		
Vendor		
Vendor's solicitor		Phone:
		Fax:
		Ref:
Date for completion		
Land (address, plan details and title reference)		
Improvements	VACANT POSSESSION subject to existing tenancies HOUSE garage carport home unit carspace storage space none other:	
Attached copies	documents in the List of Documents as marked or numbered: 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	blinds	dishwasher	light fittings	stove
	built-in wardrobes	fixed floor coverings	range hood	pool equipment
	clothes line	insect screens	solar panels	TV antenna
	curtains	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	Phone:
	Fax:
	Ref:

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
Proposed electronic transaction (clause 30)	no	YES

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

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

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

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

Purchaser must make an <i>RW payment</i> (residential withholding payment)	NO	yes (if yes, vendor must provide further details)
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If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

RW payment (residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

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

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

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

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

List of Documents

General <ul style="list-style-type: none"> 1 property certificate for the land 2 plan of the land 3 unregistered plan of the land 4 plan of land to be subdivided 5 document that is to be lodged with a relevant plan 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 7 additional information included in that certificate under section 10.7(5) 8 sewerage infrastructure location diagram (service location diagram) 9 sewer lines location diagram (sewerage service diagram) 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract 11 <i>planning agreement</i> 12 section 88G certificate (positive covenant) 13 survey report 14 building information certificate or building certificate given under <i>legislation</i> 15 lease (with every relevant memorandum or variation) 16 other document relevant to tenancies 17 licence benefiting the land 18 old system document 19 Crown purchase statement of account 20 building management statement 21 form of requisitions 22 <i>clearance certificate</i> 23 land tax certificate Home Building Act 1989 <ul style="list-style-type: none"> 24 insurance certificate 25 brochure or warning 26 evidence of alternative indemnity cover Swimming Pools Act 1992 <ul style="list-style-type: none"> 27 certificate of compliance 28 evidence of registration 29 relevant occupation certificate 30 certificate of non-compliance 31 detailed reasons of non-compliance 	Strata or community title (clause 23 of the contract) <ul style="list-style-type: none"> 32 property certificate for strata common property 33 plan creating strata common property 34 strata by-laws 35 strata development contract or statement 36 strata management statement 37 strata renewal proposal 38 strata renewal plan 39 leasehold strata - lease of lot and common property 40 property certificate for neighbourhood property 41 plan creating neighbourhood property 42 neighbourhood development contract 43 neighbourhood management statement 44 property certificate for precinct property 45 plan creating precinct property 46 precinct development contract 47 precinct management statement 48 property certificate for community property 49 plan creating community property 50 community development contract 51 community management statement 52 document disclosing a change of by-laws 53 document disclosing a change in a development or management contract or statement 54 document disclosing a change in boundaries 55 information certificate under Strata Schemes Management Act 2015 56 information certificate under Community Land Management Act 1989 57 document relevant to off-the-plan sale Other <ul style="list-style-type: none"> 58
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HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, 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:

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

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it 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 stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
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.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>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>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>rescind</i>	rescind this contract from the beginning;
<i>RW 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>RW rate</i>);
<i>RW 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 2013, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<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 – issued by a <i>bank</i> and drawn on itself; or if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008).

2 Deposit and other payments before completion

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

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
a breach of clause 13.7.1; or
something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
13.8.1 this sale is not a taxable supply in full; or
13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW 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 *RW 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 *RW payment*.

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

Purchaser

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
 - 16.7.1 the price less any:
 - deposit paid;
 - remittance amount* payable;
 - RW 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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
 - 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
 - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
 - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by 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 not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract; or

- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration 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 or 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 a proposed *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 it has been agreed that it will be conducted as an *electronic transaction*, a *party serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, 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, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
 - 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
 - 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
 - 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
 - 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
 - after 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; and
 - 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 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 *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

<i>adjustment figures</i>	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>ENCL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4 *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

303/ 101D Lord Sheffield Circuit, Penrith NSW 2750

ANNEXURE TO CONTRACT FOR SALE OF LAND

Vendor(s): Zhenli Yao

Purchaser(s):

Property: 303/ 101D Lord Sheffield Circuit, Penrith NSW 2750

Special Conditions

32. AMENDMENTS TO STANDARD CLAUSES:

- 32.1. 'Settlement cheque' – delete "or a building society, credit union or other FCA Institution as defined in the Cheques Act 1986 that carried in Australia;"
- 32.2. Clause 4.1 – delete. Replace with the following:
- "4.1 the Purchaser must serve the form of transfer at least 14 days before the completion date so that the Vendor may execute same and attend to notation of stamp duty payable or exemption from stamp duty at the Office of State Revenue. The Purchaser agrees and acknowledges that if it does not serve the Transfer at least 14 days prior to completion and the date the transfer was actually served. The Purchaser will also be responsible for payment of the sum of \$150.00 being an agreed amount payable for the Vendor's extra costs incurred as late submission of transfer."
- 32.3. Clause 8.1 – Vendor's right to rescind – Delete the words "on reasonable grounds"
- 32.4. Clause 13.7 – Goods & Services Tax – Add the words "The Purchaser warrants that the property will be occupied as a residence. If the Purchaser breaches this warranty then within seven (7) days of a demand by the vendor, enclosing a copy of a tax assessment by the Australia Taxation Office evidencing GST is payable in respect of the property due to the use of the property by the Purchaser, the Purchaser will attend to payment of GST payable. The Purchaser will also be responsible for any costs incurred by the Vendor as a result of a breach of this warranty without limitation."
- 32.5. Clause 16.5, delete the words 'plus another 20% of that fee'.
- 32.6. Clause 16.6 – Vendor – Add after the word "land" "but only if the purchaser serves the said land tax certificate showing the charge no later than 5 business days prior to the actual day of completion"
- 32.7. Clause 16.8 is deleted.
- 32.8. Clause 16.12 is deleted.
- 32.9. Unless the box specifying the requirement for an adjustment of Land Tax is marked "No" is deemed marked "Yes".
- 32.10. Clause 20.6.5 – Miscellaneous – Delete "unless it is not received" and insert "and in such case it shall be deemed to be duly given or made when the transmission has been completed (and in this respect the production of a transmission report by the sender facsimile machine shall be prima facie evidence of the time and fact of such transmission) except where;
- (i) the senders machine indicates a malfunction in transmission; or
 - (ii) the recipient immediately notified the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been made or given at that time; or

- (iii) the time of dispatch is not before 5.00pm on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next working day at such place.

32.11. Clauses 23.13 & 23.14 – Strata or Community Title – Delete the number “7” where it appears and insert therein number “3”

32.12. Clause 23.18.1 – Strata or Community Title – Delete in its entirety

32.13. Clause 25.8 – Qualified Title, Limited Title and Old System Title – add the words “In regard to Qualified or Limited Title. The Purchaser shall make no requisition, objection, claim for compensation, rescission or termination if any title documents mentioned in the Abstract of Title are not available on completion. The Purchaser acknowledges that the provisions of special condition 32 will be enforced for any delay of completion notwithstanding the Purchaser’s mortgagee’s requirements.

33. COMPLETION

33.1. If either party is unwilling or unable to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a notice to complete making the time for completion essential. Such a notice shall give not less than 14 days notice after the day on which the notice is received by the recipient of the notice. The notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential PROVIDED however that the sending party shall be at liberty at any time to withdraw the said notice without prejudice to his continuing right to give any further such notice.

33.2. If the purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser must pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten percent (10%) interest on the balance of purchase money, computed at a daily rate from and including the day on which completion was due to and including the day on which completion takes place. It is agreed that this amount is a genuine pre-estimate of the vendor’s loss of interest for the purchase money and liability for rates and outgoings.

33.3. The Purchaser further agrees to cover the Vendor’s conveyancing costs and other expenses incurred as a consequence of the delay in the sum of \$275.00 (inc GST). The Purchaser shall not be entitled to require the Vendor to complete this purchase unless such interest and conveyancing costs are paid to the Vendor on completion and it is an essential term of this purchase that such interest and legal costs be so paid.

34. PURCHASING PROPERTY IN EXISTING STATE/NO REPRESENTATION

This property is sold in its present state of repair and condition and the Purchaser acknowledges that he is buying the property relying on his own inspection, knowledge and enquiries. The Purchaser shall not call upon the Vendor to carry out any repairs nor shall he call upon Vendor to contribute to the costs of any such repairs. The Purchaser further acknowledges that they do not rely on any letters, documents, brochures, correspondence or arrangement whither oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this contract.

35. NO REQUISITION/OBJECTION

The Purchaser cannot make a claim objection or requisition or rescind or terminate in respect of any of the following matters:

- (i) The presence on the property of any sewer manhole vent pipes mains connections wire channel, distributors with respect to any service referred to in clause 10.1.2;
- (ii) Any roof and/ or yard water drainage or pipe being connected to the sewer;
- (iii) Whether any easements for support have or have not been granted in respect of any wall (including a party wall);
- (iv) If there is a pool on the subject property and it does not comply with the Swimming Pools Act 1992.
- (v) The fact that the whole or any part of the building may encroach upon any and other than the subject land or the fact that any other building or structure may encroach upon the subject land.
- (vi) The fact that there is no sewer line connected to the property.

36. RELEASE OF DEPOSIT

Notwithstanding the provisions of Clause 3, the Purchaser hereby authorizes the release of the deposit held by the stakeholder for the purposes of the Vendor's payment of either of the following:

- (i) Deposit on the purchase of another property; and/or
- (ii) Stamp duty on purchase of another property

37. INTRODUCTION BY AGENT

The Purchaser warrants that he has not been introduced to the property or to the Vendor by any Real Estate Agent other than the vendor's Agent described in the particulars and the purchaser hereby agrees to indemnify and to hold indemnified the vendor from and against any and all claims for commission made by an Estate Agent (other than the vendor's Agent) against the vendor arising from a breach of this warranty.

38. PURCHASERS WARRANTY

The purchaser warrants that:

- (i) The Purchaser does not require finance to purchase this property and/or
- (ii) The Purchaser has obtained approval for finance to purchase this property
- (iii) AND the purchaser acknowledges that as a result of making this disclosure the Purchaser cannot terminate this Contract pursuant to the Consumer Credit (NSW) Act 1995.

39. BANKRUPTCY/MENTAL ILLNESS ETC

If a party (and if comprising more than one person, any one or more of them) before completion:

- (i) If a natural person – dies or is found by a Court of competent jurisdiction to be incapable of administering her/his estate or affairs; or
- (ii) If a company is the purchaser and it resolves to go into liquidation has summons or application presented or an order made for its winding up has an official manager or received appointed over the whole or part of its assets or undertaking or enters into a deed of arrangement assignment or composition for the benefit of creditors.

either party may rescind the contract.

40. SALE BY AUCTION

40.1. "If the property is or is intended to be sold at auction: Bidders Record means

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

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

- (i) The principal's reserve price must be given in writing to the auctioneer before the auction commences.
- (ii) A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
- (iii) The highest bidder is the purchaser, subject to any reserve price.
- (iv) 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 interest of the seller.
- (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.

40.2. 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) One bid only may be made by or on behalf of the seller. This includes a bid made by the auctioneer on behalf of the seller.
- (iii) When making a bid on behalf of the seller or accepting a bid made by or on behalf of the seller, the auctioneer must clearly state that the bid was made by or on behalf of the seller or auctioneer.

41. DEPOSIT

Notwithstanding any provisions of this contract, if:

- (i) The deposit agreed to be paid or actually paid by the purchaser is less than ten percent (10%) of the purchase price, and
- (ii) The vendor become entitled to forfeit the deposit due to the purchaser's default;

the purchaser must immediately upon demand pay to the vendor the difference between ten per cent of the purchase price and the amount actually paid on exchange of contracts.

42. EXISTING MORTGAGES, LEASES & ENCUMBRANCES

The Purchaser shall on settlement accept a discharge of any mortgage, withdrawal of caveat, surrender of Lease and/or discharge of any other registered encumbrance in registrable form, whether disclosed or not disclosed by the title or the Contract as at the date hereof, together with any allowance for the appropriate registration fee. The Purchaser shall not require registration thereof prior to settlement.

43. LAND TAX

Irrespective of any other terms and conditions in this Contract should any land tax be payable in the hands of the Vendor whether on a single holdings basis or not against the property being sold then land tax will be adjusted on the actual amount assessed against this property.

44. SWIMMING POOL

If the property contains a swimming pool, then:

- (i) The Vendor does not warrant that the swimming pool on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act.
- (ii) The Purchaser agrees that after completion the Purchaser will comply with the requirements of the Act and regulations relating to access to the swimming pool, fencing and the erection of a warning notice and this Special Condition shall not merge upon completion of this Contract.
- (iii) The Purchaser may not make any claim or raise any requisition whatsoever in relation to the swimming pool or any non-compliance with this Swimming Pools Act 1992 or other relevant legislation.

The purchaser shall make no objection, requisitions or claim for compensation in respect of the fact that there may be any outstanding orders from any governmental, semi-governmental, or local governmental bodies, requiring the carrying out of any work to any building presently erected on the subject land.

45. NO COMPENSATION FOR THE BUILDING WORKS

The purchaser shall make no objection, requisitions or claim for compensation in respect of:

- (a) The fact that any building presently erected on the subject land may not comply with in any way with the Local Government Act 1993 as amended or the Ordinances thereunder;
- (b) The fact that the whole or any part of the building may encroach upon any land other than the subject land or the fact that any other building or structure may encroach upon the subject land
- (c) The fact that a building certificate from the Local Council is not available or will not be issued by the Local Council.
- (d) The fact that the building presently erected on the subject land may not comply with any strata by-laws.

46. INCONSISTENCY & SEVERABILITY

If there is any inconsistency between the printed (standard) Clauses and these Special Conditions of this Contract, the Special Conditions shall prevail to the extent of that inconsistency. Unenforceability of a provision of this Contract does not effect the enforceability of another provision in this Contract.

47. GST

- (1) "GST" refers to the Goods and Services Tax under a New Tax System (Goods and Services Tax) Act 1999 (GST Act) and the terms used have the meanings as defined in the GST Act.
- (2) The vendor is and has been occupying the property as a residence and it is residential premises under the GST Act.
- (3) The purchaser agrees, on and after completion of this sale, to use the property predominantly for residential accommodation
- (4) In the event of the vendor being liable for GST, because of the purchaser's failure to comply with (3) or Australia Taxation Office Commissioner's regarding the property as commercial premises:

- the purchaser agrees to pay to the vendor within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or assessment from the Commissioner, the amount of the GST.
- The vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form, which complies with the GST Act and regulations.

48. FIRB APPROVAL

The Purchaser warrants to the Vendor that if it is a "foreign corporation" or "foreign person" as defined in the foreign Acquisition 7 Take-Overs Act 1975 ("the Act") it has obtained the Consent of the Foreign Investment Review Board (FIRB) in accordance with the provisions of the Act to its purchase of the property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses, which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

49. CORPORATE PURCHASER AND DIRECTORS GUARANTEES

49.1. In the event that the Purchaser is a company, each of the persons in the presence of whom the common seal of the Purchaser purports to have been affixed (or, in the event the contract is not signed under common seal, each person who signs on behalf of the Purchaser being a director of the company):

- 49.1.1. warrants that the company has been incorporated and exists at law and agrees that he or she shall be personally liable for the contract price under this contract, both jointly and severally, as if he or she has been named as a Purchaser; and
- 49.1.2. guarantees (jointly and severally) the due performance of the Purchaser in relation to its obligations pursuant to the terms of this contract in every respect as if he or she had personally entered into this contract himself or herself; and
- 49.1.3. warrants that they have obtained independent legal advice about the effect of this clause before executing the contract and providing the Guarantee under this clause;

This clause does not merge on completion.

50. SPECIAL LEVIES (STRATA TITLE APPLY)

Notwithstanding the provisions of clauses 23.6 and 23.7, the Vendor and Purchaser covenant and agree that if there are or have been special levies or contributions which are not regular contributions (hereafter called special levies) levied before or on the Contract date, the Vendor will pay or allow to the Purchaser on completion the amount of any instalments of such unpaid special levies which fall due for payment before the Contract date and the Purchaser agrees and will pay all instalments of such unpaid special levies which fall due for payment on or after the Contract date.

Clause 23 is accordingly amended as follows:

- (i) Delete from Clause 23.5.2 the words 'but is disclosed in this Contract'
- (ii) Delete from Clause 23.6 the words 'and is not disclosed in this Contract'
- (iii) Add at the end of Clause 23.7 the words 'but subject to any other clause of this Contract providing otherwise'.
- (iv) Clause 23.9 is deleted

Strata Schemes Management Regulation 2016

Current version for 18 December 2017 to date (accessed 26 September 2019 at 16:51)

Schedule 3

Schedule 3 Model by-laws for residential strata schemes

(Clause 37)

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

1 Vehicles

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

2 Changes to common property

- (1) An owner or person authorised by an owner may install, without the consent of the owners corporation:
 - (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
 - (b) any screen or other device to prevent entry of animals or insects on the lot, or
 - (c) any structure or device to prevent harm to children.
- (2) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (3) Clause (1) does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the lots or common property.
- (4) The owner of a lot must:
 - (a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (1) that forms part of the common property and that services the lot, and
 - (b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or structure referred to in clause (1) that forms part of the common property and that services the lot.

3 Damage to lawns and plants on common property

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

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

4 Obstruction of common property

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

5 Keeping of animals

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

Option A

- (1) An owner or occupier of a lot may keep an animal on the lot, if the owner or occupier gives the owners corporation written notice that it is being kept on the lot.
- (2) The notice must be given not later than 14 days after the animal commences to be kept on the lot.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.

Option B

- (1) An owner or occupier of a lot may keep an animal on the lot or the common property with the written approval of the owners corporation.
- (2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property and must give an owner or occupier written reasons for any refusal to grant approval.
- (3) If an owner or occupier of a lot keeps an animal on the lot, the owner or occupier must:
 - (a) keep the animal within the lot, and
 - (b) supervise the animal when it is on the common property, and
 - (c) take any action that is necessary to clean all areas of the lot or the common property that are soiled by the animal.
- (4) An owner or occupier of a lot who keeps an assistance animal on the lot must, if required to do so by the owners corporation, provide evidence to the owners corporation demonstrating that the animal is an assistance animal as referred to in section 9 of the *Disability Discrimination Act 1992* of the Commonwealth.

6 Noise

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

7 Behaviour of owners, occupiers and invitees

- (1) An owner or occupier of a lot, or any invitee of an owner or occupier of a lot, when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.
- (2) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier:
 - (a) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property, and
 - (b) without limiting paragraph (a), that invitees comply with clause (1).

8 Children playing on common property

- (1) Any child for whom an owner or occupier of a lot is responsible may play on any area of the common property that is designated by the owners corporation for that purpose but may only use an area designated for swimming while under adult supervision.
- (2) An owner or occupier of a lot must not permit any child for whom the owner or occupier is responsible, unless accompanied by an adult exercising effective control, to be or remain on common property that is a laundry, car parking area or other area of possible danger or hazard to children.

9 Smoke penetration

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

Option A

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

Option B

- (1) An owner or occupier of a lot, and any invitee of the owner or occupier, must not smoke tobacco or any other substance on the common property, except:
 - (a) in an area designated as a smoking area by the owners corporation, or
 - (b) with the written approval of the owners corporation.

- (2) A person who is permitted under this by-law to smoke tobacco or any other substance on common property must ensure that the smoke does not penetrate to any other lot.
- (3) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

10 Preservation of fire safety

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

11 Storage of inflammable liquids and other substances and materials

- (1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.
- (2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

12 Appearance of lot

- (1) The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.
- (2) This by-law does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with by-law 14.

13 Cleaning windows and doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The owners corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

14 Hanging out of washing

- (1) An owner or occupier of a lot may hang any washing on any lines provided by the owners corporation for that purpose. The washing may only be hung for a reasonable period.
- (2) An owner or occupier of a lot may hang washing on any part of the lot other than over the balcony railings. The washing may only be hung for a reasonable period.
- (3) In this by-law:

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

15 Disposal of waste—bins for individual lots [applicable where individual lots have bins]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).
- (3) An owner or occupier must:
 - (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) An owner or occupier of a lot must maintain bins for waste within the lot, or on any part of the common property that is authorised by the owners corporation, in clean and dry condition and appropriately covered.
- (5) An owner or occupier of a lot must not place any thing in the bins of the owner or occupier of any other lot except with the permission of that owner or occupier.
- (6) An owner or occupier of a lot must place the bins within an area designated for collection by the owners corporation not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the lot or other area authorised for the bins.
- (7) An owner or occupier of a lot must notify the local council of any loss of, or damage to, bins provided by the local council for waste.
- (8) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (9) In this by-law:

bin includes any receptacle for waste.

waste includes garbage and recyclable material.

16 Disposal of waste—shared bins [applicable where bins are shared by lots]

- (1) An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.
- (2) An owner or occupier of a lot must not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy).

- (3) An owner or occupier must:
- (a) comply with all reasonable directions given by the owners corporation as to the disposal and storage of waste (including the cleaning up of spilled waste) on common property, and
 - (b) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (4) The owners corporation may give directions for the purposes of this by-law by posting signs on the common property with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to owners or occupiers of lots.
- (5) In this by-law:
- bin* includes any receptacle for waste.
- waste* includes garbage and recyclable material.

17 Change in use or occupation of lot to be notified

- (1) An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot.
- (2) Without limiting clause (1), the following changes of use must be notified:
- (a) a change that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes),
 - (b) a change to the use of a lot for short-term or holiday letting.
- (3) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

18 Compliance with planning and other requirements

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



**LAND
REGISTRY
SERVICES**

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
triSearch (Website)
Ph. 1300 064 452 Fax.

FOLIO: 144/SP94606

SEARCH DATE	TIME	EDITION NO	DATE
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20/9/2019	1:56 PM	2	10/1/2017

LAND

LOT 144 IN STRATA PLAN 94606
AT PENRITH
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

ZHENLI YAO

(T AM44850)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP94606

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

SL19-117

PRINTED ON 20/9/2019

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FOLIO: CP/SP94606

SEARCH DATE	TIME	EDITION NO	DATE
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26/9/2019	1:57 PM	3	14/6/2018

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 94606
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND
TITLE DIAGRAM SP94606

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 94606

ADDRESS FOR SERVICE OF DOCUMENTS:

C/- BRIGHT & DUGGAN

PO BOX 281

CROWS NEST

NSW 1585

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 J38042 RIGHT(S) MORE FULLY SET OUT IN J38042 APPURTENANT
TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND
COMPRISED IN DP104189
- 2 P850417 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED AFFECTING THE PART SHOWN AS PROPOSED
EASEMENT FOR STORMWATER 10 WIDE & VAR. 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 AK808985 RESTRICTION(S) ON THE USE OF LAND
- 5 AK808986 POSITIVE COVENANT
- 6 DP1225486 EASEMENT FOR LIGHT AND AIR 6 METRE(S) WIDE (LIMITED
IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1225486 EASEMENT FOR ELECTRICITY CABLES VARIABLE WIDTH
(LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 8 DP1239716 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AND
VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 AN409539 CONSOLIDATION OF REGISTERED BY-LAWS
- 10 AN409539 INITIAL PERIOD EXPIRED

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP94606

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 94606

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 73	2	- 55	3	- 55	4	- 73
5	- 72	6	- 58	7	- 57	8	- 74
9	- 74	10	- 55	11	- 55	12	- 74
13	- 71	14	- 49	15	- 48	16	- 70
17	- 75	18	- 56	19	- 56	20	- 74
21	- 80	22	- 54	23	- 49	24	- 71
25	- 75	26	- 56	27	- 56	28	- 75
29	- 80	30	- 54	31	- 49	32	- 72
33	- 76	34	- 56	35	- 56	36	- 75
37	- 80	38	- 55	39	- 49	40	- 72
41	- 76	42	- 56	43	- 56	44	- 75
45	- 81	46	- 55	47	- 54	48	- 73
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61	- 81	62	- 57	63	- 55	64	- 75
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73	- 74	74	- 75	75	- 56	76	- 74
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81	- 76	82	- 57	83	- 77	84	- 73
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NOTATIONS

UNREGISTERED DEALINGS: NIL

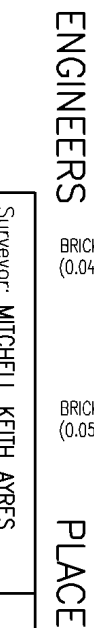
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SL19-116

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LORD SHEFFIELD
CIRCUIT

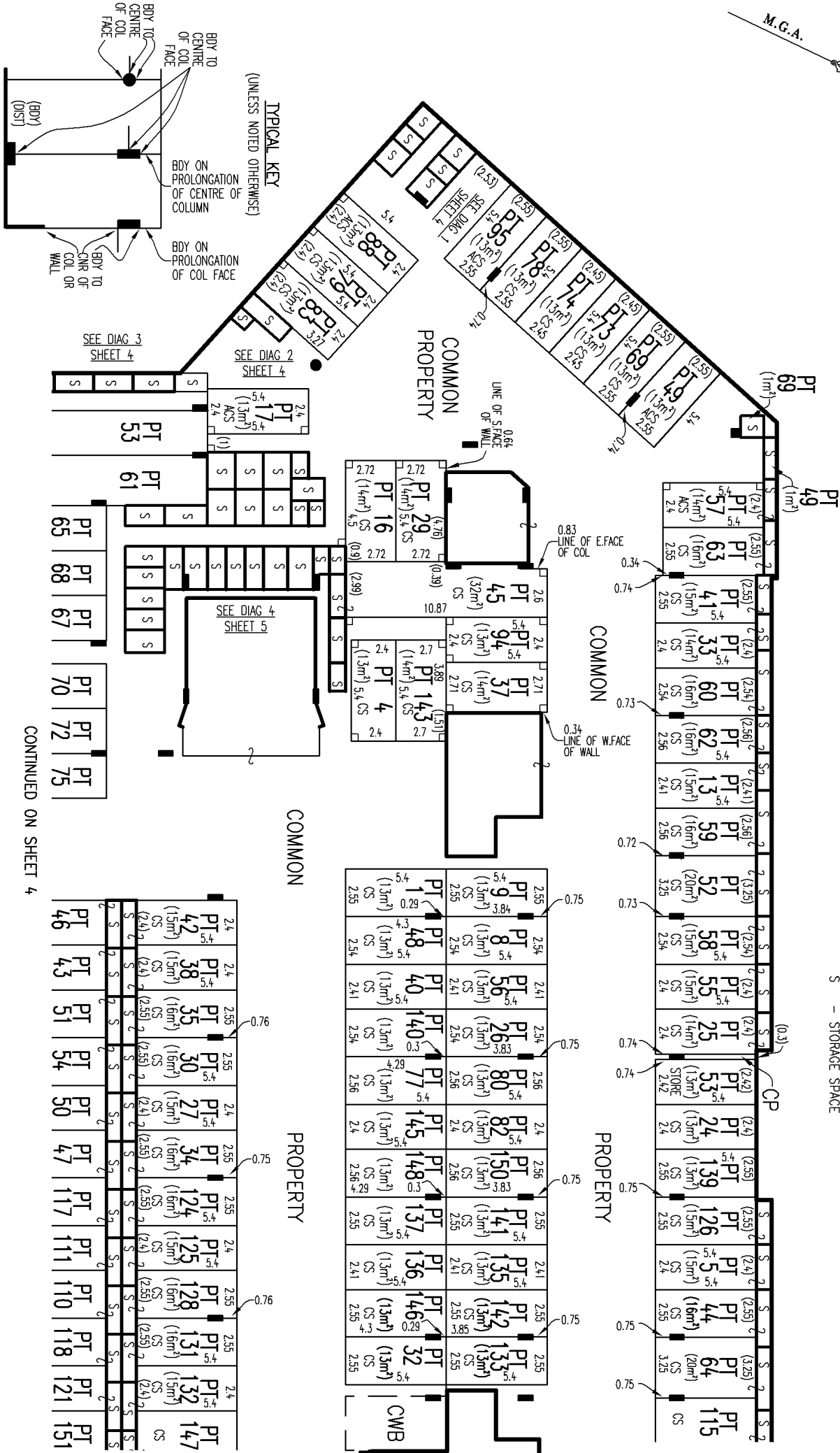


SP94606

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BASEMENT LEVEL

ACS - ACCESSIBLE CAR SPACE
CS - CAR SPACE
CWB - CAR WASH BAY WITHIN COMMON PROPERTY
H - 90° RIGHT ANGLE
S - STORAGE SPACE



CONTINUED ON SHEET 4

CONTINUED ON SHEET 3

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 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 KEITH AYRES

Surveyor's Ref: 140923 SP

Subdivision No: 293/2016

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

REGISTERED



24.11.2016

SP94606

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CONTINUED PART 1 SHEET 3

COMMON PROPERTY

CONTINUED PART 2 SHEET 3

PART 1

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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REGISTERED

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SP94606

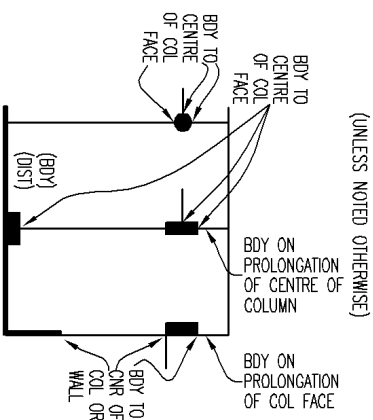
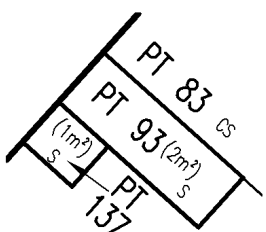
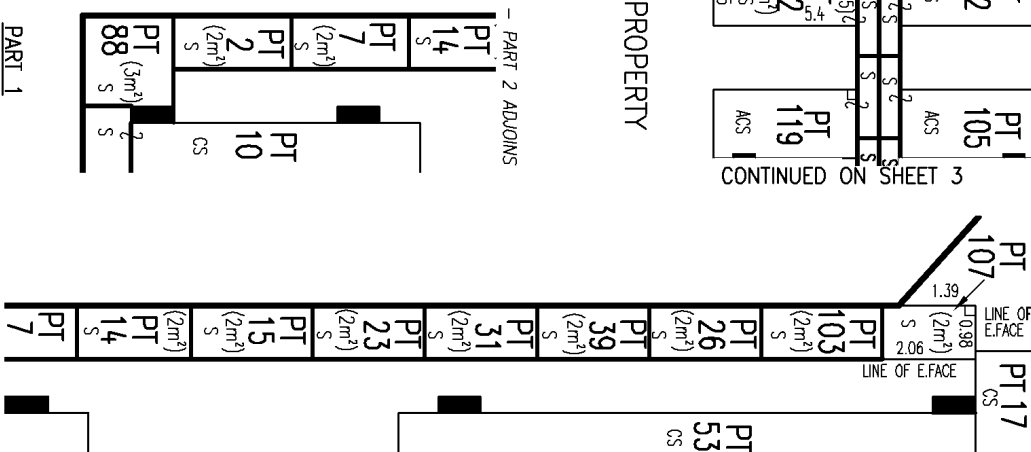
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Table of mm

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ACS – ACCESSIBLE CAR SPACE
CS – CAR SPACE
CWB – CAR WASH BAY WITHIN COMMON PROPERTY
H – 90° RIGHT ANGLE
S – STORAGE SPACE
CP – COMMON PROPERTY

DIAG 4 - PART 1 ADJOINS



TYPICAL KEY (1m²)S
(UNLESS NOTED OTHERWISE)

DIAGRAM 3 PART 2
SCALE 1:100

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

SP94606

BASEMENT LEVEL

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

M.G.A.

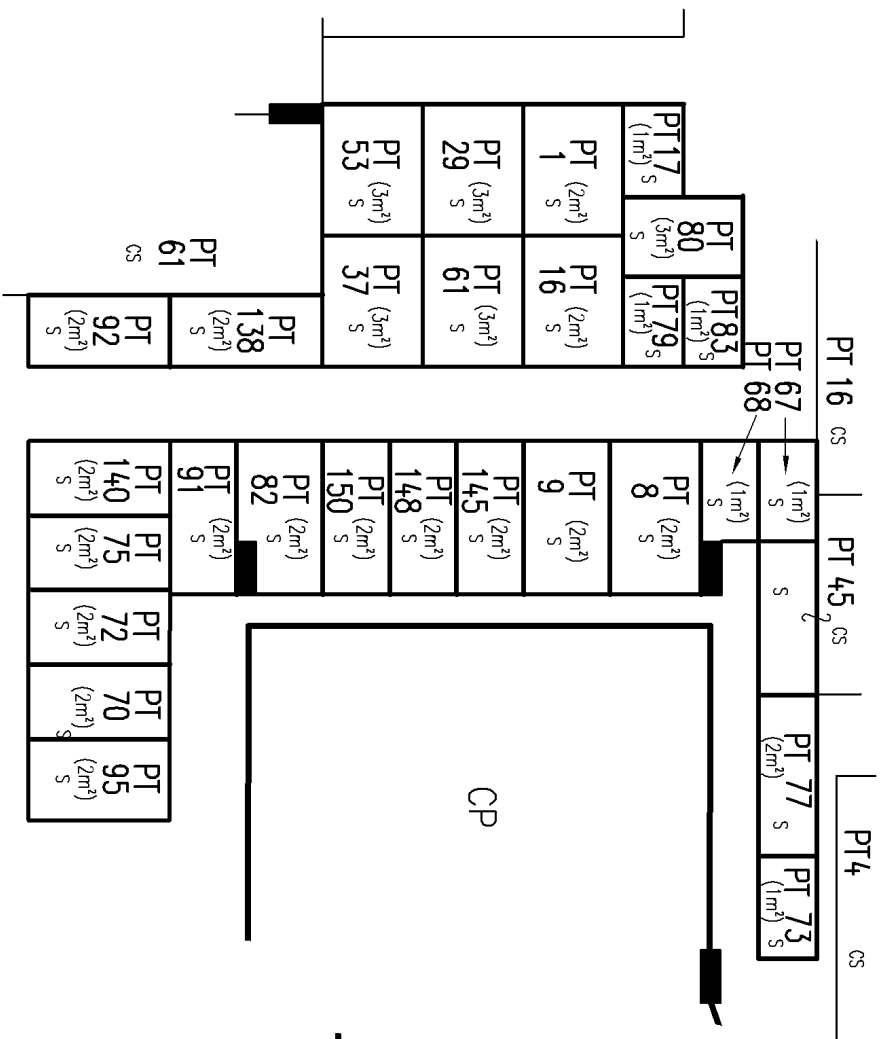


DIAGRAM 4
SCALE 1:80

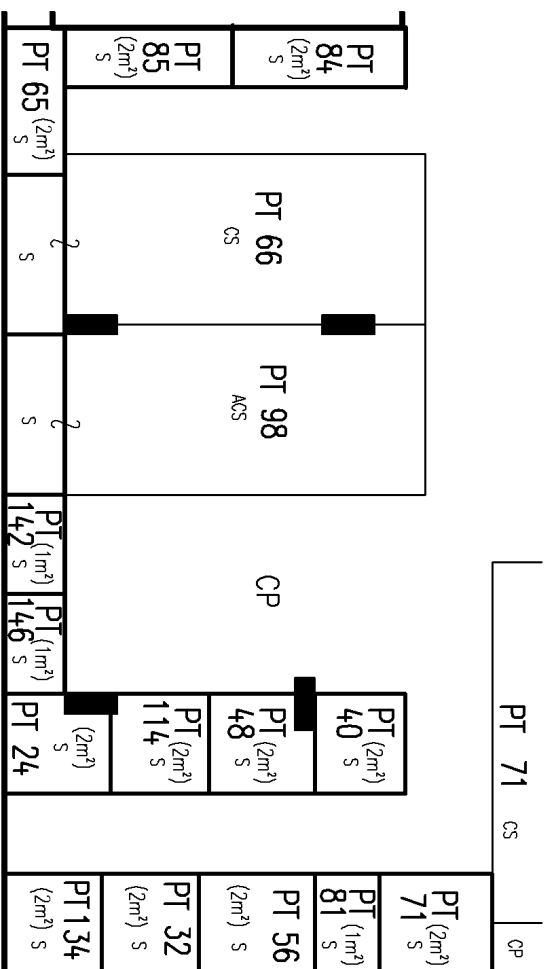


DIAGRAM 5
SCALE 1:80

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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Surveyor: MITCHELL KEITH AVRES

Surveyor's Ref: 140923 SP

Subdivision No: 293/2016

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

REGISTERED

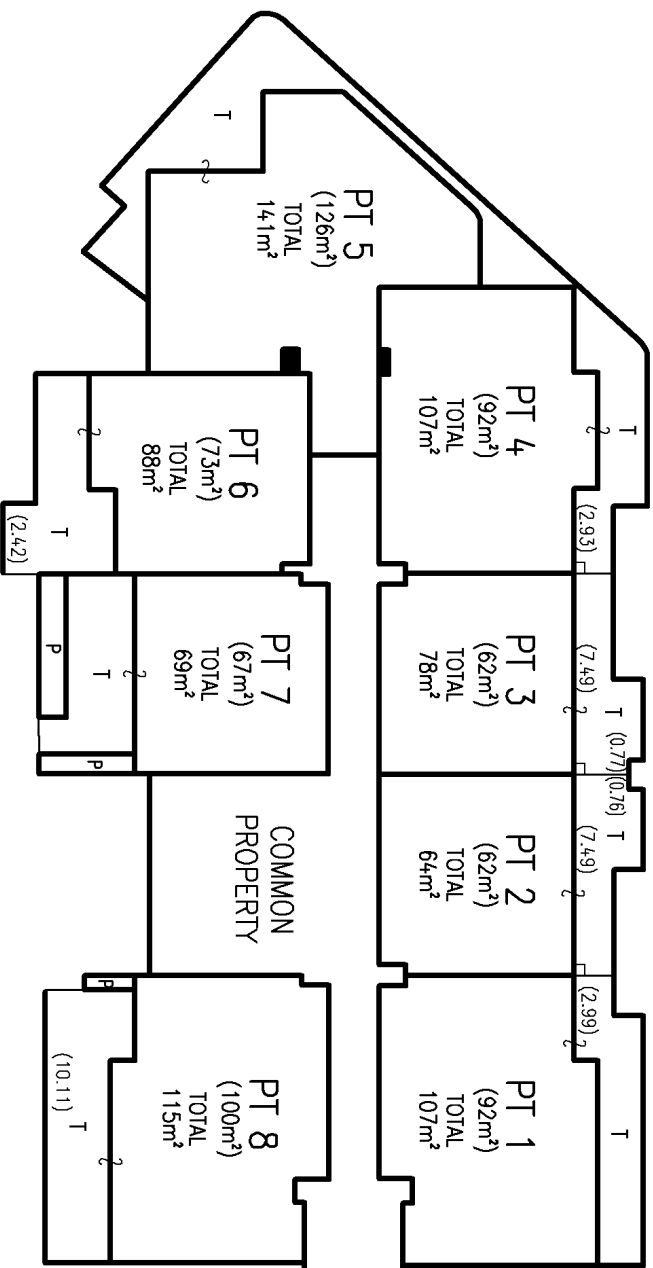
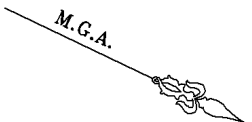


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SP94606

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GROUND LEVEL BUILDING A



THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3.2 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 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

P - PLANTER COMMON PROPERTY
T - TERRACE

Surveyor: **MITCHELL KEITH AYRES**

Surveyor's Ref: **140923 SP**

Subdivision No: **293/2016**

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

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SP94606

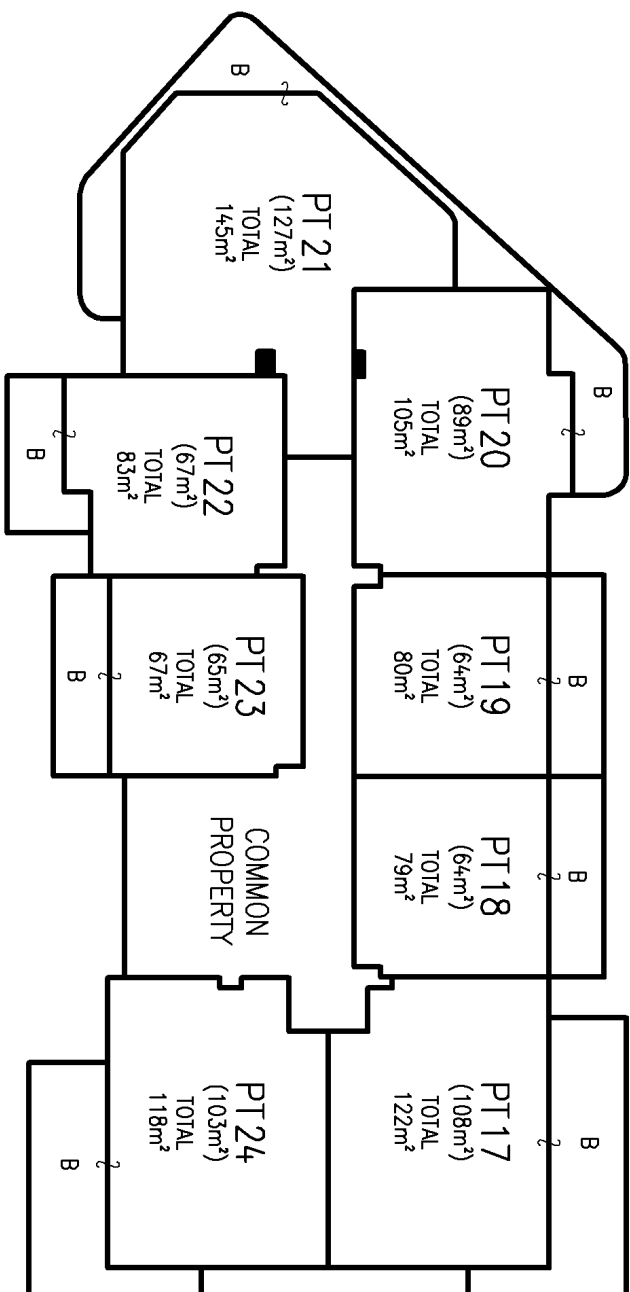
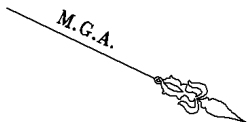
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Table of mm

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LEVEL 2

BUILDING A



B - BALCONY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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Surveyor: **MITCHELL KEITH AYRES**
Surveyor's Ref: **140923 SP**
Subdivision No: **293/2016**
Lengths are in metres. Reduction Ratio 1:200(A3)

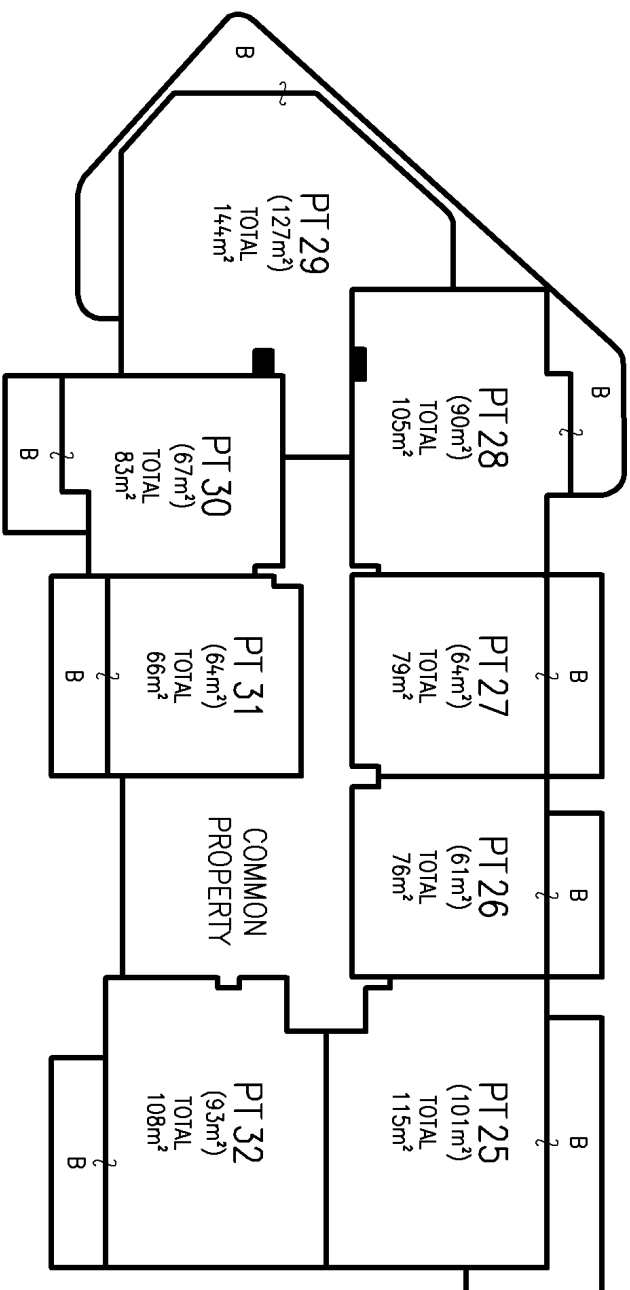


REGISTERED
24.11.2016

SP94606

LEVEL 3 BUILDING A

M.G.A.



B - BALCONY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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Surveyor: **MITCHELL KEITH AYRES**
Surveyor's Ref: **140923 SP**
Subdivision No: **293/2016**
Lengths are in metres Reduction Ratio 1:200(A3)

REGISTERED



24.11.2016

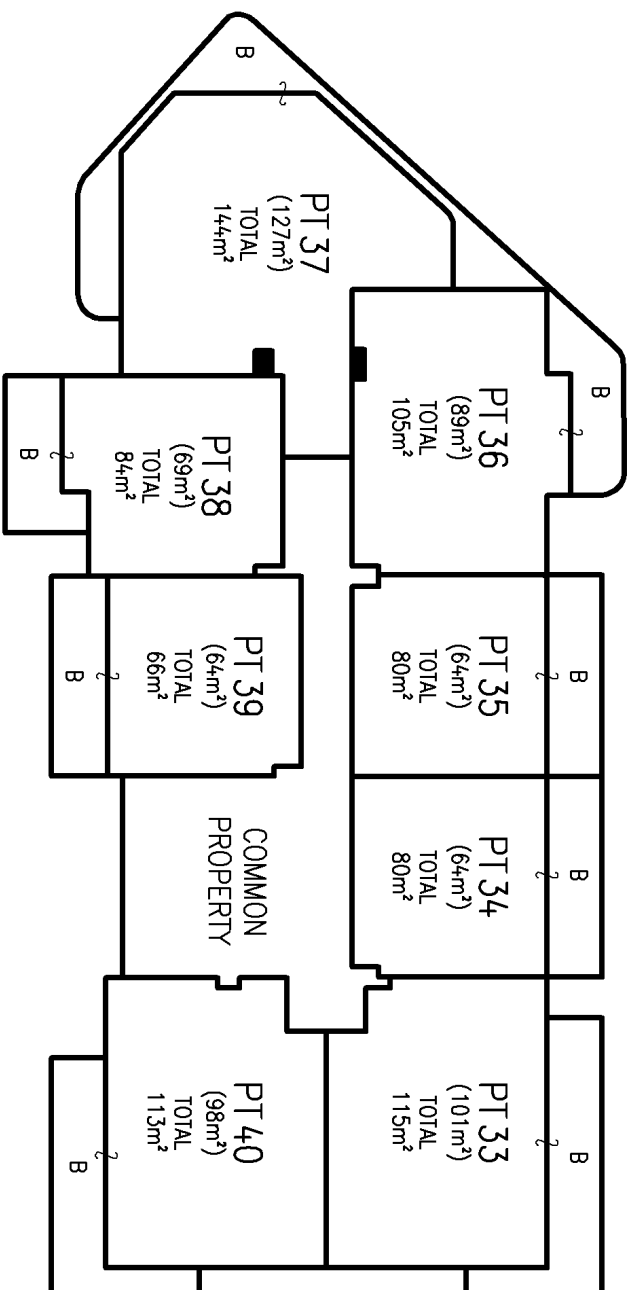
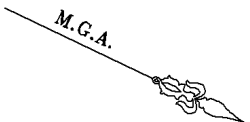
SP94606

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LEVEL 4

BUILDING A



B - BALCONY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 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

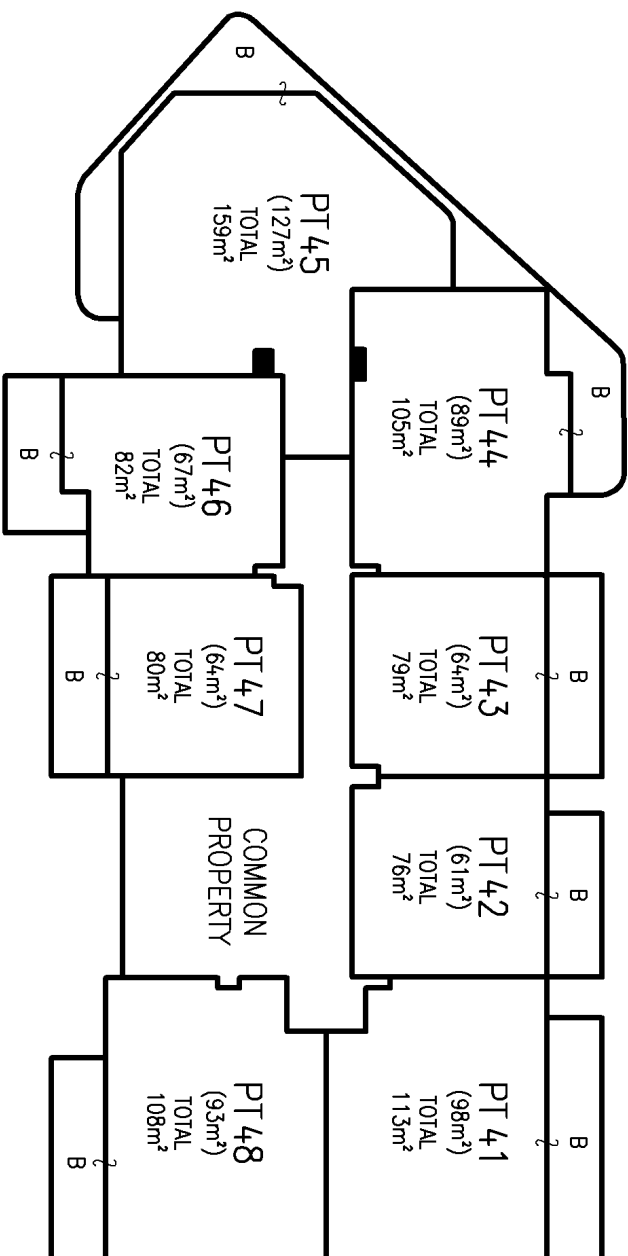
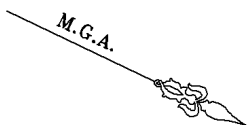
Surveyor: **MITCHELL KEITH AYRES**
 Surveyor's Ref: **140923 SP**
 Subdivision No: **293/2016**

REGISTERED
24.11.2016

SP94606

LEVEL 5

BUILDING A



B - BALCONY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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Surveyor: **MITCHELL KEITH AYRES**
Surveyor's Ref: **140923 SP**
Subdivision No: **293/2016**
Lengths are in metres. Reduction Ratio 1:200(A3)

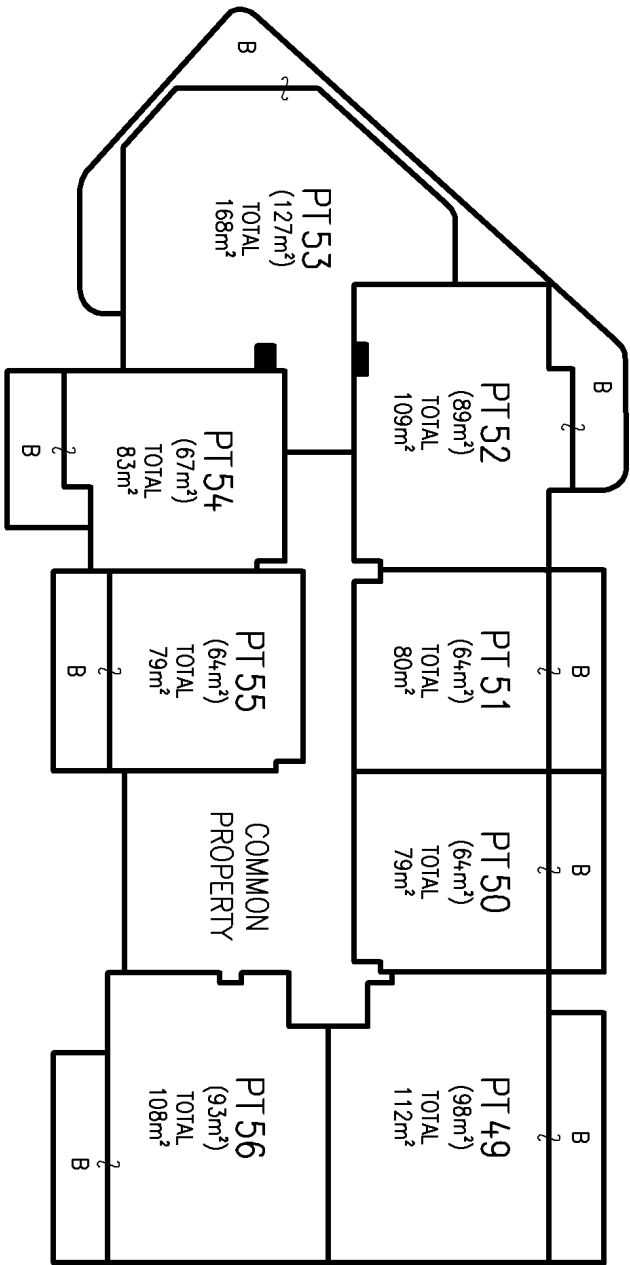
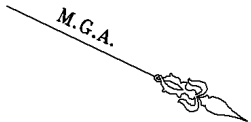
REGISTERED



24.11.2016

SP94606

LEVEL 6
BUILDING A



B - BALCONY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 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 KEITH AYRES**
Surveyor's Ref: **140923 SP**
Subdivision No: **293/2016**
Lengths are in metres Reduction Ratio 1:200(A3)

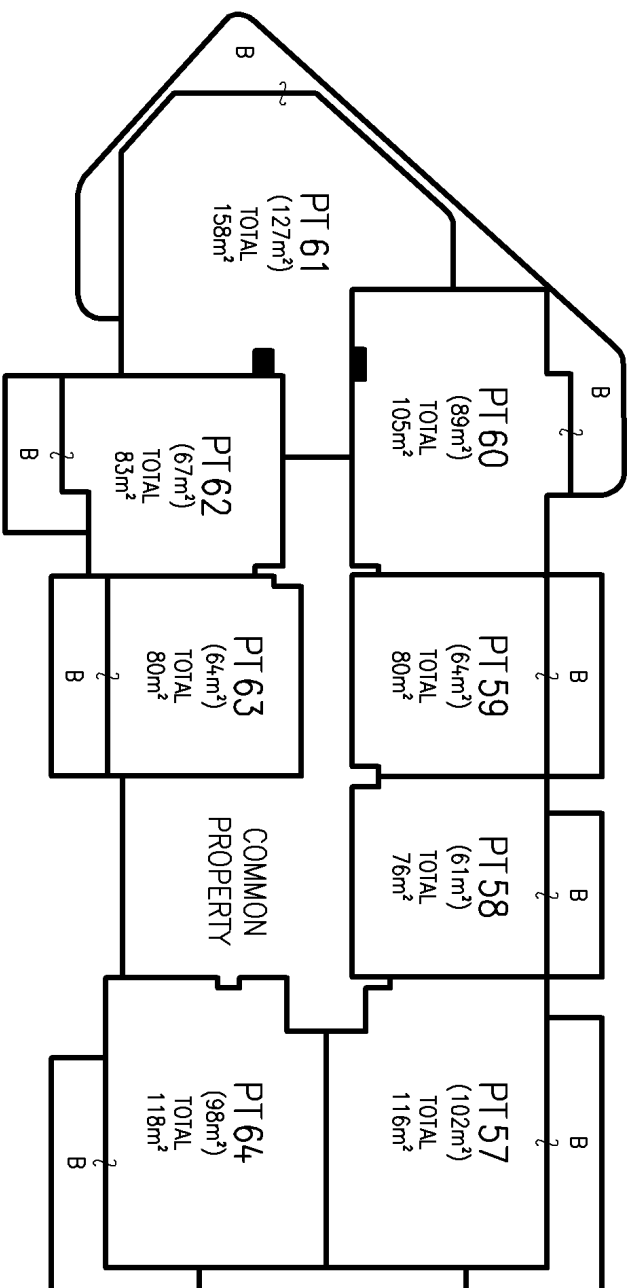
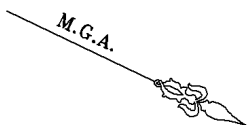


REGISTERED
24.11.2016

SP94606

LEVEL 7

BUILDING A



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT

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B - BALCONY

Surveyor: MITCHELL KEITH AYRES

Surveyor's Ref: 140923 SP

Subdivision No: 293/2016

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

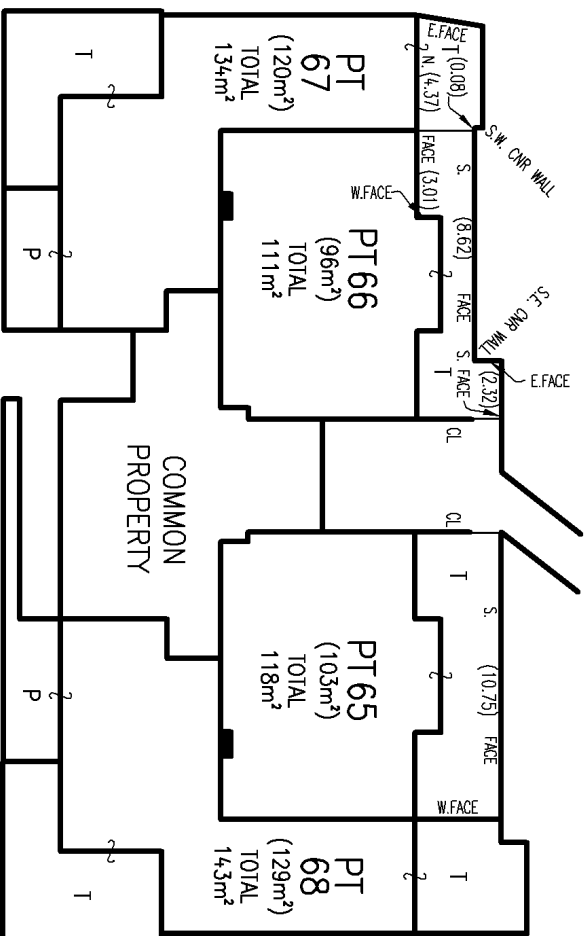
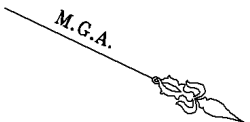
REGISTERED



24.11.2016

SP94606

GROUND LEVEL BUILDING B



CL - CENTRELINE OF WALL
P - PLANTER
T - TERRACE

THE STRATUM OF THE TERRACES AND PLANTERS IS LIMITED IN HEIGHT TO 3.2 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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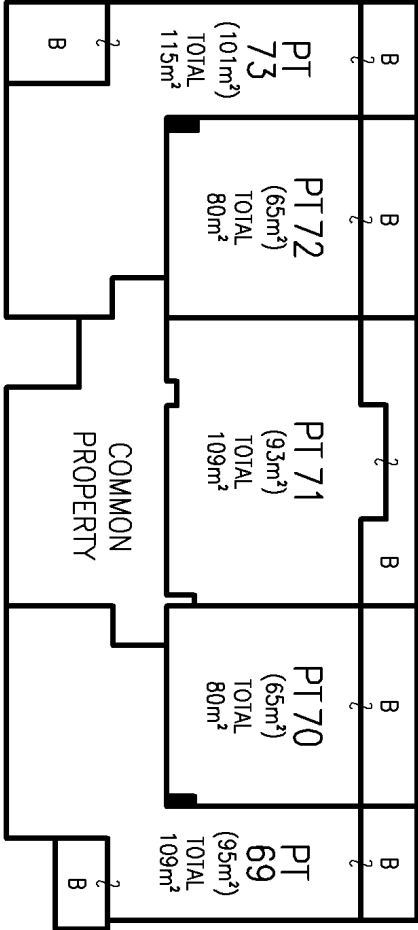
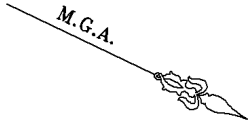
Surveyor: **MITCHELL KEITH AYRES**
Surveyor's Ref: **140923 SP**
Subdivision No: **293/2016**
Lengths are in metres, Reduction Ratio 1:200(A3)



REGISTERED
24.11.2016

SP94606

LEVEL 1
BUILDING B



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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B - BALCONY

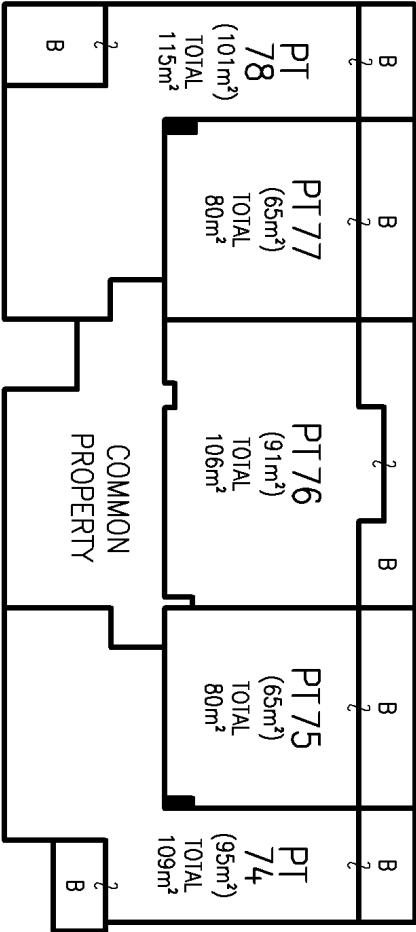
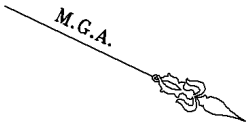
Surveyor: MITCHELL KEITH AYRES
Surveyor's Ref: 140923 SP
Subdivision No: 293/2016
Lengths are in metres. Reduction Ratio 1:200(A3)



24.11.2016

SP94606

LEVEL 2
BUILDING B



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B - BALCONY

Surveyor: MITCHELL KEITH AYRES
Surveyor's Ref: 140923 SP
Subdivision No: 293/2016
Lengths are in metres Reduction Ratio 1:200(A3)

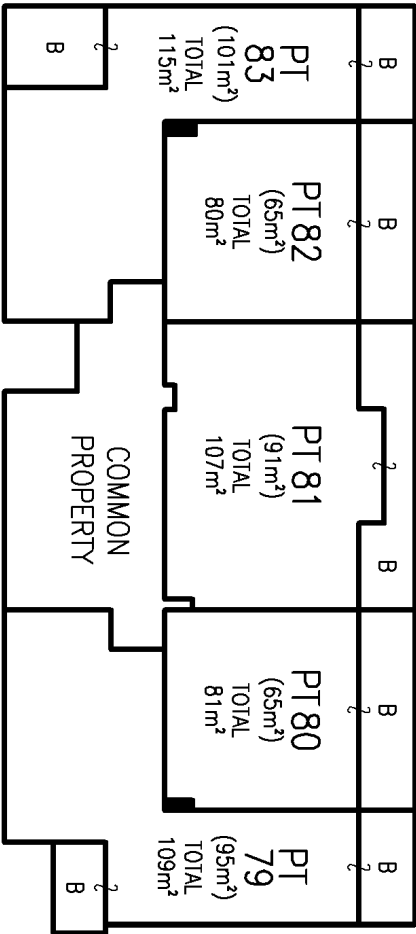
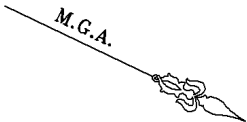
REGISTERED



24.11.2016

SP94606

LEVEL 3
BUILDING B



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B - BALCONY

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Surveyor's Ref: 140923 SP
Subdivision No: 293/2016
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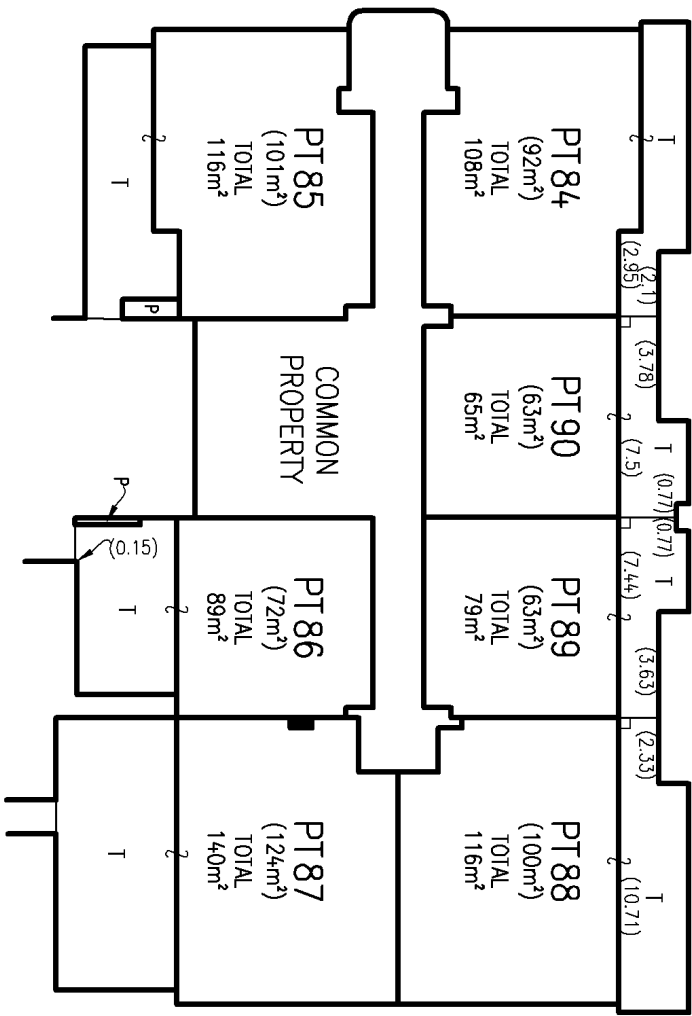
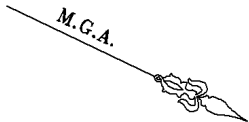


REGISTERED
24.11.2016

SP94606

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

GROUND LEVEL
BUILDING C



THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3.2 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT

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P - PLANTER COMMON PROPERTY
T - TERRACE

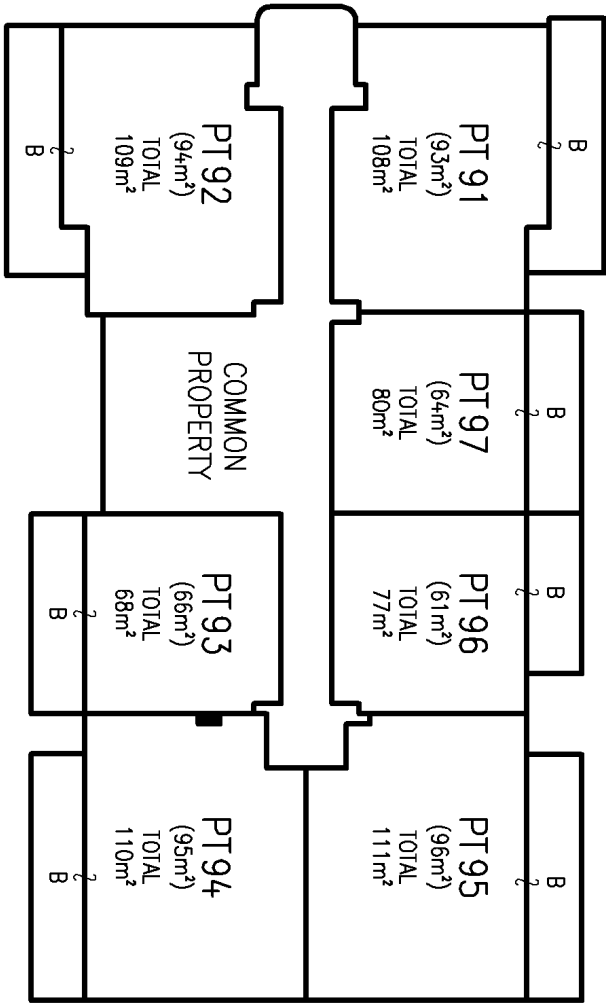
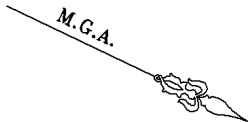
Surveyor: MITCHELL KEITH AYRES
Surveyor's Ref: 140923 SP
Subdivision No: 293/2016
Lengths are in metres. Reduction Ratio 1:200(A3)



REGISTERED
24.11.2016

SP94606

LEVEL 1
BUILDING C



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES

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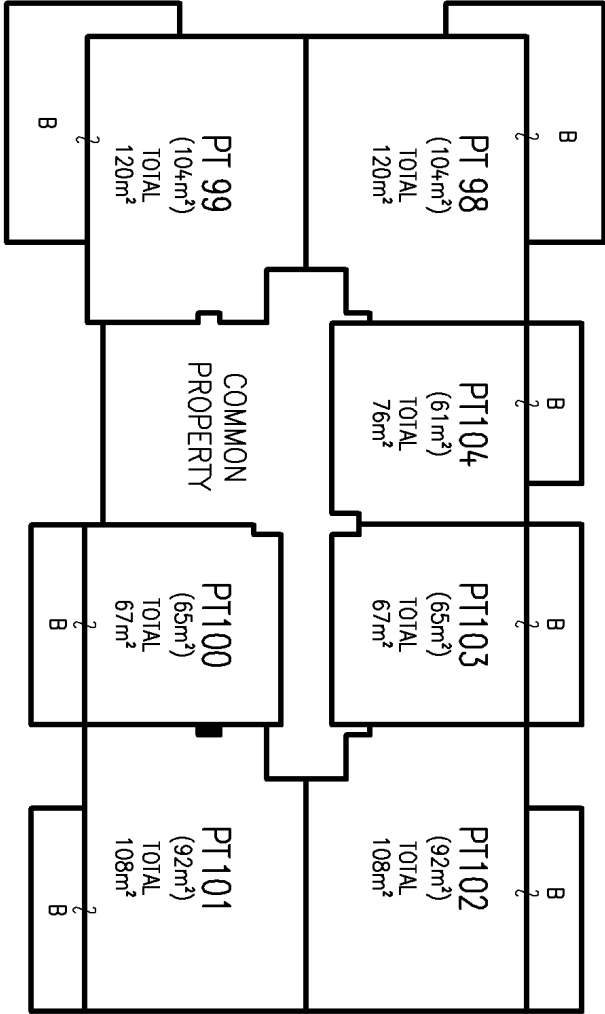
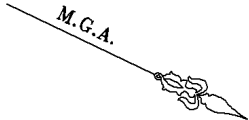


24.11.2016

REGISTERED

SP94606

LEVEL 2
BUILDING C



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE FLOORS EXCEPT WHERE COVERED WITHIN THIS LIMIT

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B - BALCONY

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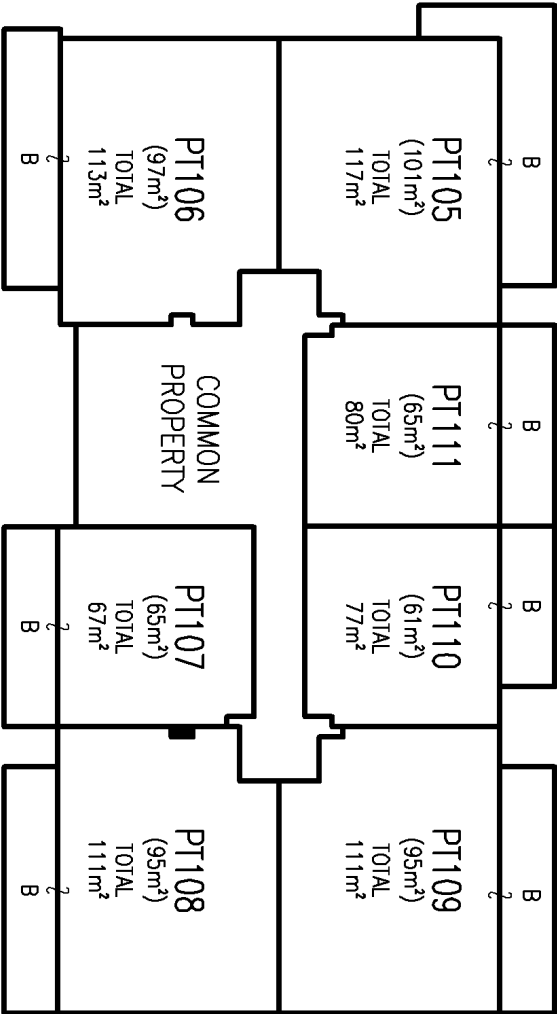
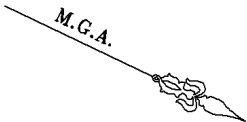


24.11.2016

SP94606

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

LEVEL 3
BUILDING C



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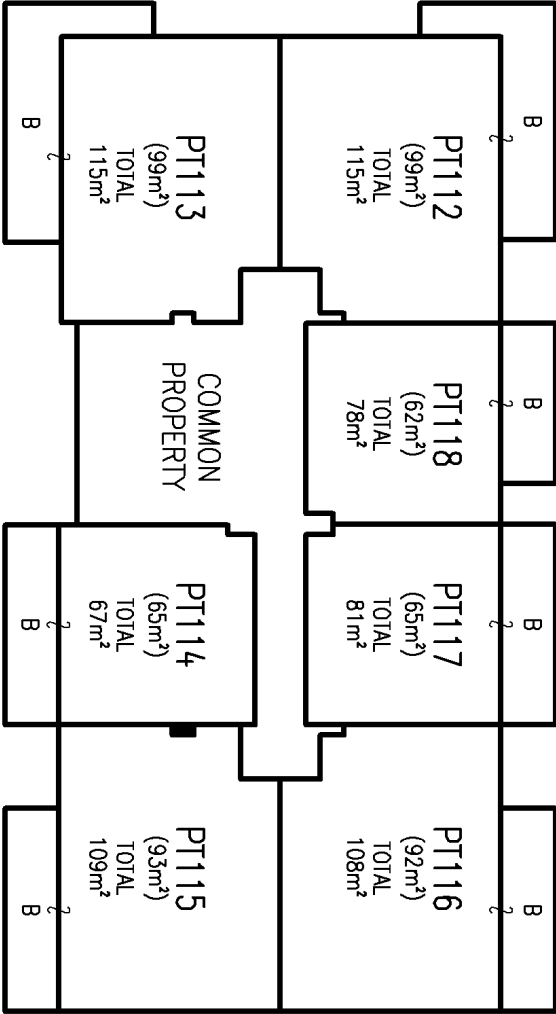
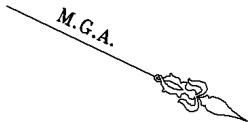
24.11.2016

REGISTERED

SP94606

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Table of mm														

LEVEL 4
BUILDING C



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Surveyor: **MITCHELL KEITH AYRES**
Surveyor's Ref: **140923 SP**
Subdivision No: **293/2016**
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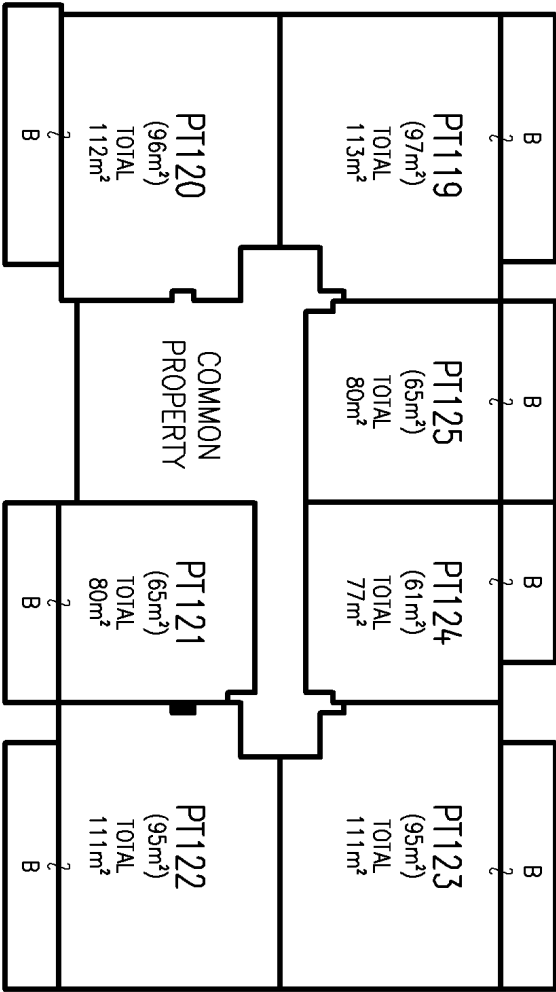
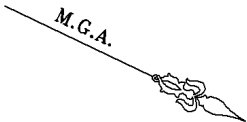
REGISTERED
24.11.2016

SP94606

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Table of mm

LEVEL 5
BUILDING C



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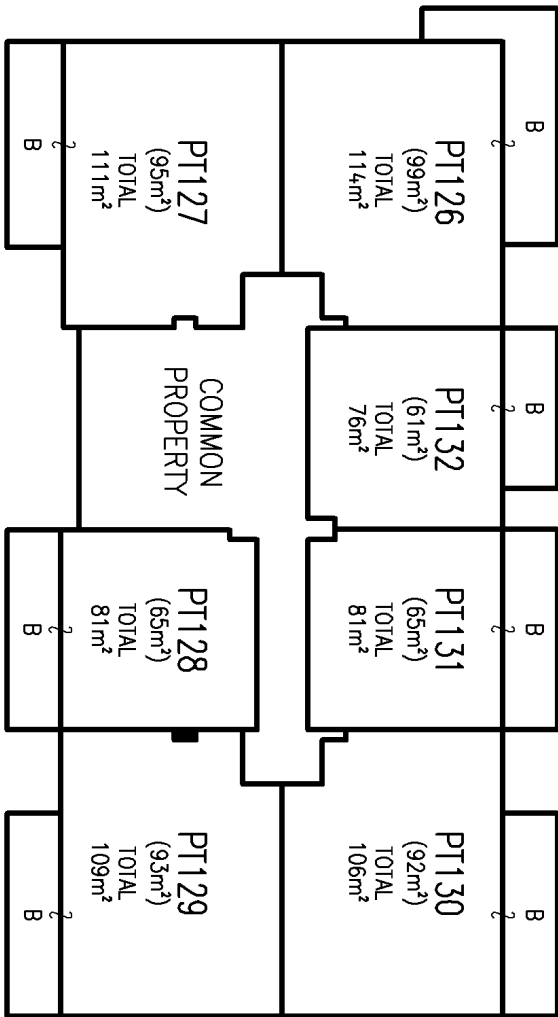
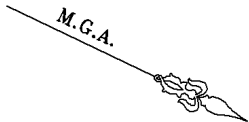
Surveyor: MITCHELL KEITH AYRES
Surveyor's Ref: 140923 SP
Subdivision No: 293/2016
Lengths are in metres Reduction Ratio 1:200(A3)



24.11.2016

SP94606

LEVEL 6
BUILDING C



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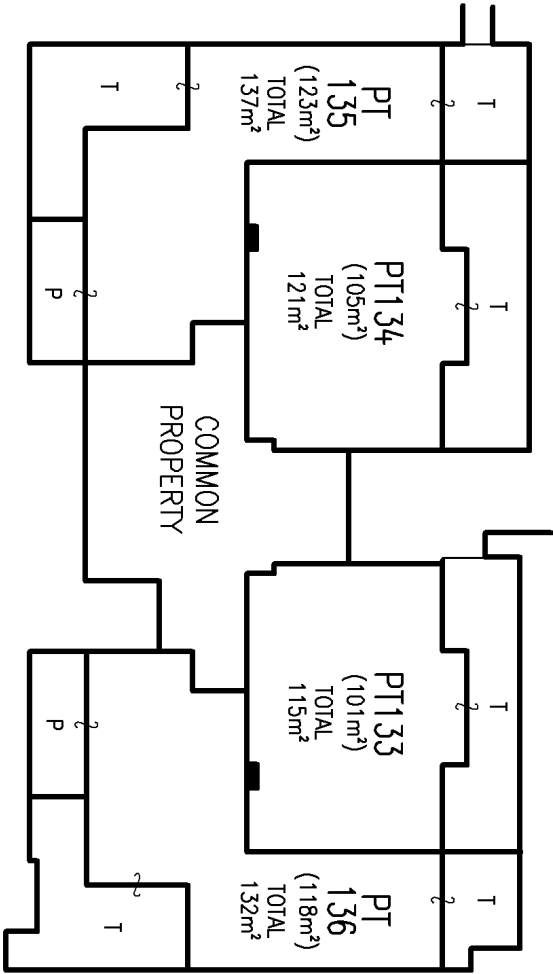
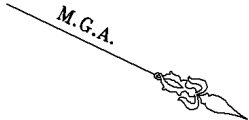


REGISTERED
24.11.2016

SP94606

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

GROUND LEVEL
BUILDING D



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T - TERRACE

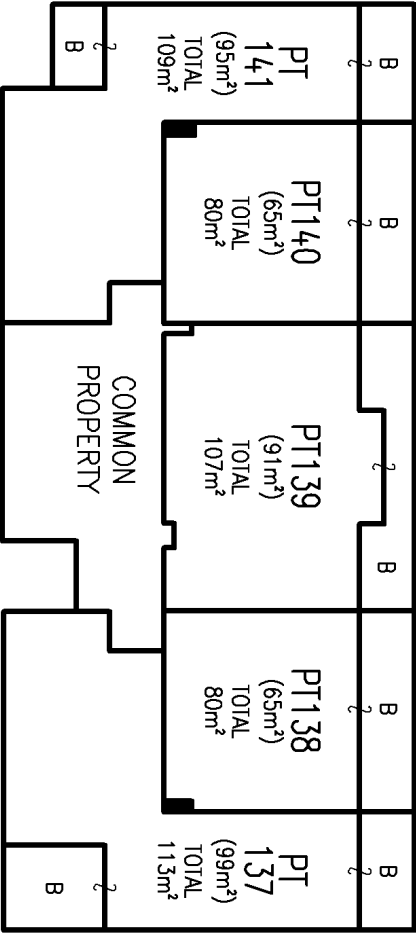
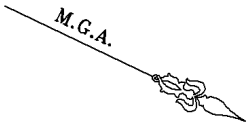
Surveyor: MITCHELL KEITH AYRES
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Subdivision No: 293/2016
Lengths are in metres Reduction Ratio 1:200(A3)



24.11.2016

SP94606

LEVEL 1
BUILDING D



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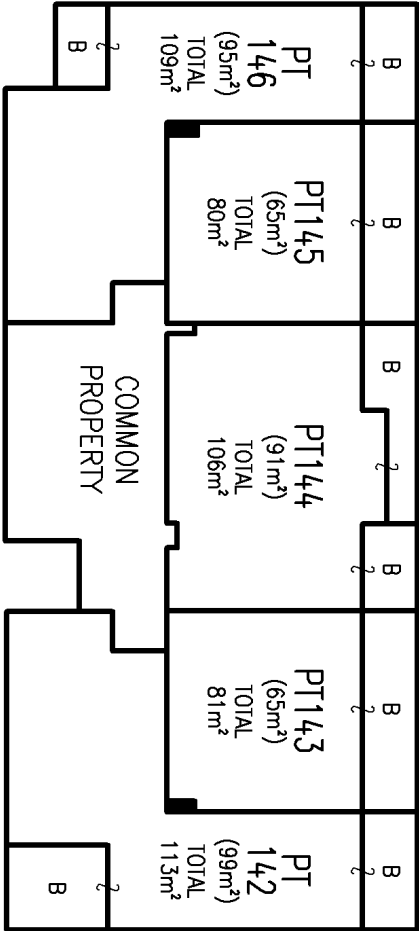
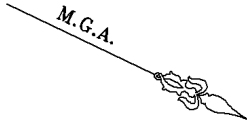


24.11.2016

REGISTERED

SP94606

LEVEL 2
BUILDING D



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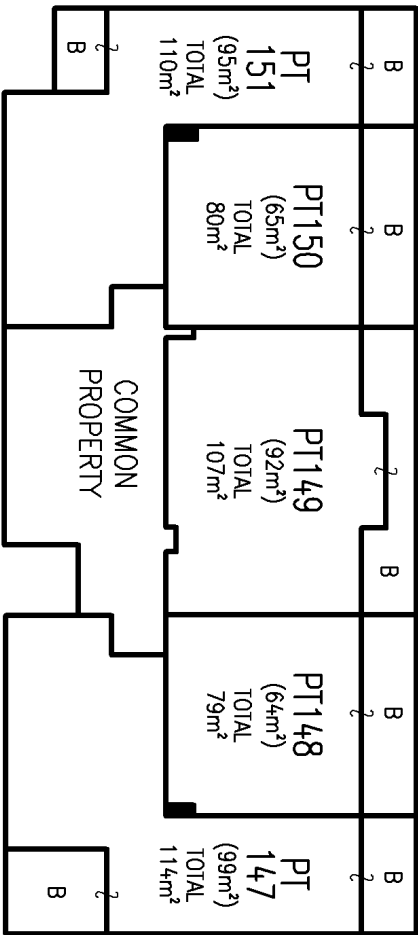
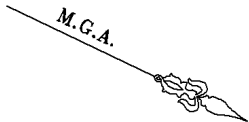
Surveyor: MITCHELL KEITH AYRES
Surveyor's Ref: 140923 SP
Subdivision No: 293/2016
Lengths are in metres. Reduction Ratio 1:200(A3)



24.11.2016

SP94606

LEVEL 3
BUILDING D



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Subdivision No: 293/2016
Lengths are in metres. Reduction Ratio 1:200(A3)



REGISTERED
24.11.2016

SP94606

STRATA PLAN FORM 3 (PART 1) (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  24.11.2016
 Purpose: STRATA PLAN

SP94606

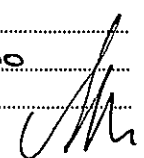
Office Use Only

PLAN OF SUBDIVISION OF LOT 3007 IN
 DP 1184498

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

Strata Certificate (Approved Form 5)

- (1) ~~The Council of~~
 *The Accredited Certifier ANTHONY ALLEN
 Accreditation No. BBB0004
 has made the required inspections and is satisfied that the requirements of;
 * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 30 Strata Schemes (Freehold Development) Regulation 2012,
 * (b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 31 of the Strata Schemes (Leasehold Development) Regulation 2012,~~
 have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.
 *(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.
 *(3) ~~The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.~~
 *(4) The building encroaches on a public place and;
 *(a) The Council does not object to the encroachment of the building beyond the alignment of
 *(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.
 *(5) This approval is given on the condition that lot(s) ^ are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.

Date: 1/11/16
 Subdivision number: 293/2016
 Relevant Development Consent number: CD 2016/100
 Issued by: ANTHONY ALLEN (BBB0004)
 Signature: 

Authorised Person / General Manager / Accredited Certifier

* Strike through if inapplicable.
 ^ Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)
The Owners - Strata Plan No 94606
 101 LORD SHEFFIELD CIRCUIT
 PENRITH NSW 2750

The adopted by-laws for the scheme are:

- * ~~A~~ Model By-laws.
 * ~~together with, Keeping of animals: Option A/B/C~~
 * By-laws in 42 sheets filed with plan.
 * Strike through if inapplicable
 ^ Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, MITCHELL KEITH AYRES
 of 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, hereby certify that:

(1) Each applicable requirement of

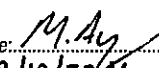
*Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

*~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;~~

*(2) *(a) ~~The building encroaches on a public place;~~

*~~(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^ to permit the encroachment to remain~~

*(3) The survey information recorded in the accompanying location plan is accurate.

Signature: 
 Date: 28/10/2016

* Strike through if inapplicable.
 ^ Insert the deposited plan number or dealing number of the instrument that created the easement

Use STRATA PLAN FORM 3A for certificates, signatures and seals

SURVEYORS REFERENCE: 140923 SP

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered



24.11.2016

SP94606

PLAN OF SUBDIVISION OF LOT 3007 IN
DP 1184498

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: 293/2016

Date of endorsement: 1/11/16

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	73	27	56	52	76	77	56	102	75	127	75
2	55	28	75	53	81	78	75	103	56	128	55
3	55	29	80	54	55	79	77	104	56	129	75
4	73	30	54	55	54	80	57	105	75	130	78
5	72	31	49	56	73	81	76	106	72	131	57
6	58	32	72	57	79	82	57	107	49	132	57
7	57	33	76	58	58	83	77	108	72	133	75
8	74	34	56	59	58	84	73	109	75	134	75
9	74	35	56	60	78	85	74	110	56	135	76
10	55	36	75	61	81	86	57	111	56	136	76
11	55	37	80	62	57	87	74	112	76	137	74
12	74	38	55	63	55	88	74	113	72	138	55
13	71	39	49	64	75	89	55	114	49	139	74
14	49	40	72	65	75	90	55	115	72	140	55
15	48	41	76	66	75	91	74	116	76	141	74
16	70	42	56	67	76	92	70	117	56	142	75
17	75	43	56	68	76	93	48	118	56	143	56
18	56	44	75	69	74	94	71	119	76	144	74
19	56	45	81	70	55	95	74	120	73	145	56
20	74	46	55	71	74	96	55	121	54	146	75
21	80	47	54	72	55	97	55	122	73	147	77
22	54	48	73	73	74	98	75	123	76	148	57
23	49	49	77	74	75	99	71	124	56	149	76
24	71	50	56	75	56	100	49	125	56	150	57
25	75	51	56	76	74	101	71	126	78	151	77
26	56										
AGGREGATE										10000	

SURVEYORS REFERENCE: 140923 SP

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered



24.11.2016

SP94606

PLAN OF SUBDIVISION OF LOT 3007 IN
DP 1184498

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: 293/2016

Date of endorsement: 1/11/16

Executed for and on behalf of THORTON NORTH PENRITH PTY. LTD. ACN 600 628 644
In accordance with section 127 of the Corporations Act 2001

Director/Secretary
Print Name

MARK HOVEY

Director
Print Name

TIMOTHY CASEY

Mortgagee under Mortgage No. AJ938347

Signed at Sydney this 2nd day of
November 2016 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

Level

Attorney

Witness/Bank Officer CAROLINE SHEN
ANALYST

NAB Corporate Property NSW

Level 22, 255 George Street
Sydney NSW

SURVEYORS REFERENCE: 140923 SP

[illegible]



'76 AUG 10 PM

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY	
A	E
S 18	

This form is for use when the third form of transfer is completed.

Typewriting and handwriting should be legible, and the permanent blue ink should be used for all entries. No alterations should be made by erasure. The words should be typed in full and verified by signature or initials in the margin.

(d) Full name, address and occupation of transferee.

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

note change of name.

hereinafter referred to as the TRANSFEROR

(b) If a less than whole interest is being registered proprietor of an estate in fee simple⁽¹⁾

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

(c) A third party will not be bound by any encumbrance unless it is registered in the Land Register or the Land Charges Register.

1. Reservations and conditions, if any, contained in the Crown Grant.
2. Easement for Transmission Line created by Notice of Assumption No. E467375.
3. Mortgage Registered No. M575693 to Canton Credit Corporation Limited.

In consideration of One thousand five hundred dollars

(\$ 1,500.00)

(the receipt whereof is hereby acknowledged), paid to the transferor by⁽²⁾

THE COMMONWEALTH OF AUSTRALIA

and hereby indemnified

(d) Full name, address and occupation of transferee.

THE COMMONWEALTH OF AUSTRALIA

(With Consent agent)

hereinafter referred to as the TRANSFEREE

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

in the land described in the following schedule

(e) Short title and plan number, if any, of the land described in the schedule.

Reference to title		Whole or Part	Description of land if part only ⁽³⁾	County	Parish
Volume	Folio				
11261	220	PART	Being a grant of easement over the "Site of Proposed Easement for Stormwater Drainage 16m wide and Variable" in Deposited Plan No. 585992	CUMBERLAND	CASTLEREACH

RULE UP ALL BLANKS

An easement to drain water through ALL THAT piece or parcel of land shown in Deposited
Plan No. ⁵⁸³⁹⁹⁸ 257000 as "Rite 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 11040 Folio 33, Volume 11470 Folio 73 and Volume 9514 Folio 19.

42

Dated at

Yagoona

this

24th



1976

resigned in my presence by the transferor who is personally known to me

THE COMMON SEAL of M.J. DAVIS INDUSTRIAL

Signature of witness

PTY. LTD. was affixed hereto by authority

Name of witness (BLOCK LETTERS)

of the Board of Directors and in the

Qualification of witness

in presence of:-

[Signature]
Secretary

[Signature]
Director

for and on behalf of THE
COMMONWEALTH OF AUSTRALIA by a
person holding or performing the
duties of the office of Assistant

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

[Signature]
Address of witness

An Officer of the Attorney
General's Department

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

[Signature]
Transferor

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

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


who is personally known to me

[Signature]
Justice of the Peace

CUSTOM CREDIT CORPORATION LIMITED
BY ITS ATTORNEY

[Signature]
ASSISTANT BRANCH MANAGER - EDGECLIFF

P 850417 M **\$18-G**

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER <i>front of an Easement to drain Water</i>	REGISTERED <i>7-2-1977</i>  Registrar General	Lodged by <i>Deputy Crown Solicitor</i> Address: <i>119 Phillip Street, Sydney.</i> Phone No.: <i>SP 28290/56</i> Documents lodged herewith <i>4 CAT</i> <i>CA 11261-220 PROD</i> <i>Cont Junc of C/line</i> <i>10-2-77</i>	
Checked <i>[Signature]</i>	Passed <i>[Signature]</i>	Received Documents <i>1-3</i>	Receiving Clerk <i>[Signature]</i>
<div style="border: 1px solid black; padding: 5px; transform: rotate(-15deg); display: inline-block;">Document No. Cat of Junc (Cont) <i>available for delivery</i></div>		AUTHORITY FOR USE OF INSTRUMENT OF TITLE Authority is hereby given for the use of _____ (Insert reference to certificate, grants or dealings) lodged in connection with _____ for the 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 written 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>ROBECIE</i> the <i>24th</i> day of <i>June</i> 1976. <i>[Signature]</i> Signature of attorney <i>[Signature]</i> Signature of witness	
		CERTIFICATE OF LP, &c, TAKING DECLARATION OF ATTESTING WITNESS I certify that _____ the attesting witness to this dealing, appeared before me on the _____ day of _____ 19____ and declared that he personally knew _____ the person signing the same, and whose signature thereto he has attested, and that the name purporting to be each 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 _____	
		<div style="border: 1px solid black; padding: 5px; transform: rotate(-15deg); display: inline-block;">EXTRA FEES Payable <i>Change of Name</i> <i>[Signature]</i></div> M.P.D.	

K 1109 V.O.M. FORMS GOVERNMENT PRINTER

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

APPROPRIATELY AND/OR ADDITIONAL NOTES TO BE MADE BY THE REGISTRAR GENERAL'S OFFICE

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS		
FEET INCHES	METRES	
0 1/4	0.213	
1 0	3.048	
1 1/4	3.228	
1 1/2	4.267	
1 3/4	4.572	
2 0	7.617	
2 1/4	8.114	
2 1/2	8.314	
2 3/4	8.514	
3 0	9.144	
3 1/4	9.344	
3 1/2	9.544	
3 3/4	9.744	
4 0	10.374	
4 1/4	10.574	
4 1/2	10.774	
4 3/4	10.974	
5 0	11.604	
5 1/4	11.804	
5 1/2	12.004	
5 3/4	12.204	
6 0	12.834	
6 1/4	13.034	
6 1/2	13.234	
6 3/4	13.434	
7 0	14.064	
7 1/4	14.264	
7 1/2	14.464	
7 3/4	14.664	
8 0	15.294	
8 1/4	15.494	
8 1/2	15.694	
8 3/4	15.894	
9 0	16.524	
9 1/4	16.724	
9 1/2	16.924	
9 3/4	17.124	
10 0	17.754	
10 1/4	17.954	
10 1/2	18.154	
10 3/4	18.354	
11 0	18.984	
11 1/4	19.184	
11 1/2	19.384	
11 3/4	19.584	
12 0	20.214	
12 1/4	20.414	
12 1/2	20.614	
12 3/4	20.814	
13 0	21.444	
13 1/4	21.644	
13 1/2	21.844	
13 3/4	22.044	
14 0	22.674	
14 1/4	22.874	
14 1/2	23.074	
14 3/4	23.274	
15 0	23.904	
15 1/4	24.104	
15 1/2	24.304	
15 3/4	24.504	
16 0	25.134	
16 1/4	25.334	
16 1/2	25.534	
16 3/4	25.734	
17 0	26.364	
17 1/4	26.564	
17 1/2	26.764	
17 3/4	26.964	
18 0	27.594	
18 1/4	27.794	
18 1/2	27.994	
18 3/4	28.194	
19 0	28.824	
19 1/4	29.024	
19 1/2	29.224	
19 3/4	29.424	
20 0	30.054	
20 1/4	30.254	
20 1/2	30.454	
20 3/4	30.654	
21 0	31.284	
21 1/4	31.484	
21 1/2	31.684	
21 3/4	31.884	
22 0	32.514	
22 1/4	32.714	
22 1/2	32.914	
22 3/4	33.114	
23 0	33.744	
23 1/4	33.944	
23 1/2	34.144	
23 3/4	34.344	
24 0	34.974	
24 1/4	35.174	
24 1/2	35.374	
24 3/4	35.574	
25 0	36.204	
25 1/4	36.404	
25 1/2	36.604	
25 3/4	36.804	
26 0	37.434	
26 1/4	37.634	
26 1/2	37.834	
26 3/4	38.034	
27 0	38.664	
27 1/4	38.864	
27 1/2	39.064	
27 3/4	39.264	
28 0	39.894	
28 1/4	40.094	
28 1/2	40.294	
28 3/4	40.494	
29 0	41.124	
29 1/4	41.324	
29 1/2	41.524	
29 3/4	41.724	
30 0	42.354	
30 1/4	42.554	
30 1/2	42.754	
30 3/4	42.954	
31 0	43.584	
31 1/4	43.784	
31 1/2	43.984	
31 3/4	44.184	
32 0	44.814	
32 1/4	45.014	
32 1/2	45.214	
32 3/4	45.414	
33 0	46.044	
33 1/4	46.244	
33 1/2	46.444	
33 3/4	46.644	
34 0	47.274	
34 1/4	47.474	
34 1/2	47.674	
34 3/4	47.874	
35 0	48.504	
35 1/4	48.704	
35 1/2	48.904	
35 3/4	49.104	
36 0	49.734	
36 1/4	49.934	
36 1/2	50.134	
36 3/4	50.334	
37 0	50.964	
37 1/4	51.164	
37 1/2	51.364	
37 3/4	51.564	
38 0	52.194	
38 1/4	52.394	
38 1/2	52.594	
38 3/4	52.794	
39 0	53.424	
39 1/4	53.624	
39 1/2	53.824	
39 3/4	54.024	
40 0	54.654	
40 1/4	54.854	
40 1/2	55.054	
40 3/4	55.254	
41 0	55.884	
41 1/4	56.084	
41 1/2	56.284	
41 3/4	56.484	
42 0	57.114	
42 1/4	57.314	
42 1/2	57.514	
42 3/4	57.714	
43 0	58.344	
43 1/4	58.544	
43 1/2	58.744	
43 3/4	58.944	
44 0	59.574	
44 1/4	59.774	
44 1/2	59.974	
44 3/4	60.174	
45 0	60.804	
45 1/4	61.004	
45 1/2	61.204	
45 3/4	61.404	
46 0	62.034	
46 1/4	62.234	
46 1/2	62.434	
46 3/4	62.634	
47 0	63.264	
47 1/4	63.464	
47 1/2	63.664	
47 3/4	63.864	
48 0	64.494	
48 1/4	64.694	
48 1/2	64.894	
48 3/4	65.094	
49 0	65.724	
49 1/4	65.924	
49 1/2	66.124	
49 3/4	66.324	
50 0	66.954	
50 1/4	67.154	
50 1/2	67.354	
50 3/4	67.554	
51 0	68.184	
51 1/4	68.384	
51 1/2	68.584	
51 3/4	68.784	
52 0	69.414	
52 1/4	69.614	
52 1/2	69.814	
52 3/4	70.014	
53 0	70.644	
53 1/4	70.844	
53 1/2	71.044	
53 3/4	71.244	
54 0	71.874	
54 1/4	72.074	
54 1/2	72.274	
54 3/4	72.474	
55 0	73.104	
55 1/4	73.304	
55 1/2	73.504	
55 3/4	73.704	
56 0	74.334	
56 1/4	74.534	
56 1/2	74.734	
56 3/4	74.934	
57 0	75.564	
57 1/4	75.764	
57 1/2	75.964	
57 3/4	76.164	
58 0	76.794	
58 1/4	76.994	
58 1/2	77.194	
58 3/4	77.394	
59 0	78.024	
59 1/4	78.224	
59 1/2	78.424	
59 3/4	78.624	
60 0	79.254	
60 1/4	79.454	
60 1/2	79.654	
60 3/4	79.854	
61 0	80.484	
61 1/4	80.684	
61 1/2	80.884	
61 3/4	81.084	
62 0	81.714	
62 1/4	81.914	
62 1/2	82.114	
62 3/4	82.314	
63 0	82.944	
63 1/4	83.144	
63 1/2	83.344	
63 3/4	83.544	
64 0	84.174	
64 1/4	84.374	
64 1/2	84.574	
64 3/4	84.774	
65 0	85.404	
65 1/4	85.604	
65 1/2	85.804	
65 3/4	86.004	
66 0	86.634	
66 1/4	86.834	
66 1/2	87.034	
66 3/4	87.234	
67 0	87.864	
67 1/4	88.064	
67 1/2	88.264	
67 3/4	88.464	
68 0	89.094	
68 1/4	89.294	
68 1/2	89.494	
68 3/4	89.694	
69 0	90.324	
69 1/4	90.524	
69 1/2	90.724	
69 3/4	90.924	
70 0	91.554	
70 1/4	91.754	
70 1/2	91.954	
70 3/4	92.154	
71 0	92.784	
71 1/4	92.984	
71 1/2	93.184	
71 3/4	93.384	
72 0	94.014	
72 1/4	94.214	
72 1/2	94.414	
72 3/4	94.614	
73 0	95.244	
73 1/4	95.444	
73 1/2	95.644	
73 3/4	95.844	
74 0	96.474	
74 1/4	96.674	
74 1/2	96.874	
74 3/4	97.074	
75 0	97.704	
75 1/4	97.904	
75 1/2	98.104	
75 3/4	98.304	
76 0	98.934	
76 1/4	99.134	
76 1/2	99.334	
76 3/4	99.534	
77 0	100.164	
77 1/4	100.364	
77 1/2	100.564	
77 3/4	100.764	
78 0	101.394	
78 1/4	101.594	
78 1/2	101.794	
78 3/4	101.994	
79 0	102.624	
79 1/4	102.824	
79 1/2	103.024	
79 3/4	103.224	
80 0	103.854	
80 1/4	104.054	
80 1/2	104.254	
80 3/4	104.454	
81 0	105.084	
81 1/4	105.284	
81 1/2	105.484	
81 3/4	105.684	
82 0	106.314	
82 1/4	106.514	
82 1/2	106.714	
82 3/4	106.914	
83 0	107.544	
83 1/4	107.744	
83 1/2	107.944	
83 3/4	108.144	
84 0	108.774	
84 1/4	108.974	
84 1/2	109.174	
84 3/4	109.374	
85 0	109.004	
85 1/4	109.204	
85 1/2	109.404	
85 3/4	109.604	
86 0	110.234	
86 1/4	110.434	
86 1/2	110.634	
86 3/4	110.834	
87 0	111.464	
87 1/4	111.664	
87 1/2	111.864	
87 3/4	112.064	
88 0	112.694	
88 1/4	112.894	
88 1/2	113.094	
88 3/4	113.294	
89 0	113.924	
89 1/4	114.124	
89 1/2	114.324	
89 3/4	114.524	
90 0	115.154	
90 1/4	115.354	
90 1/2	115.554	
90 3/4	115.754	
91 0	116.384	
91 1/4	116.584	
91 1/2	116.784	
91 3/4	116.984	
92 0	117.614	
92 1/4	117.814	
92 1/2	118.014	
92 3/4	118.214	
93 0	118.844	
93 1/4	119.044	
93 1/2	119.244	
93 3/4	119.444	
94 0	120.074	
94 1/4	120.274	
94 1/2	120.474	
94 3/4	120.674	
95 0	121.304	
95 1/4	121.504	
95 1/2	121.704	
95 3/4	121.904	
96 0	122.534	
96 1/4	122.734	
96 1/2	122.934	
96 3/4	123.134	
97 0	123.764	
97 1/4	123.964	
97 1/2	124.164	
97 3/4	124.364	
98 0	124.994	
98 1/4	125.194	
98 1/2	125.394	
98 3/4	125.594	
99 0	126.224	
99 1/4	126.424	
99 1/2	126.624	
99 3/4	126.824	
100 0	127.454	
100 1/4	127.654	
100 1/2	127.854	
100 3/4	128.054	
101 0	128.684	
101 1/4	128.884	
101 1/2	129.084	
101 3/4	129.284	
102 0	129.914	
102 1/4	130.114	
102 1/2	130.314	
102 3/4	130.514	
103 0	131.144	
103 1/4	131.344	
103 1/2	131.544	
103 3/4	1	



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) Exempt from Stamp Duty

Assistant Commissioner of Stamp Duties

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 transferor)

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

ENCUMBRANCES, &c., REFERRED TO:

NIL

Signed at SYDNEY the third day of November 1958
for and on behalf of
Signed in my presence by the transferor
the Commonwealth of Australia by JOHN GUNDEL
Solicitor General of the Commonwealth
who is personally known to me
Acting Solicitor-General for Transferor.

Signed
Attorney-General's Department.

Accepted for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me IAN MACDONALD DAVIS, Commercial Manager
JOSEPH FORD, Administrative Officer, Assistant Secretary
Signed in my presence by the transferee
to a resolution dated 21st May, 1957 and I
hereby certify this transfer to be correct
for the purposes of the Real Property Act
and I further certify that the said resolution has not been revoked or varied in any way.

Commercial Manager 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-revocation on back of form signed by the attorney before a witness.

* N.B.—Section 217 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50, also to damages recoverable by parties injured. Accordingly 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 Transferor cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferor or is subject to a mortgage, encumbrance or lease, the Transferor must accept personally.

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

E3450A

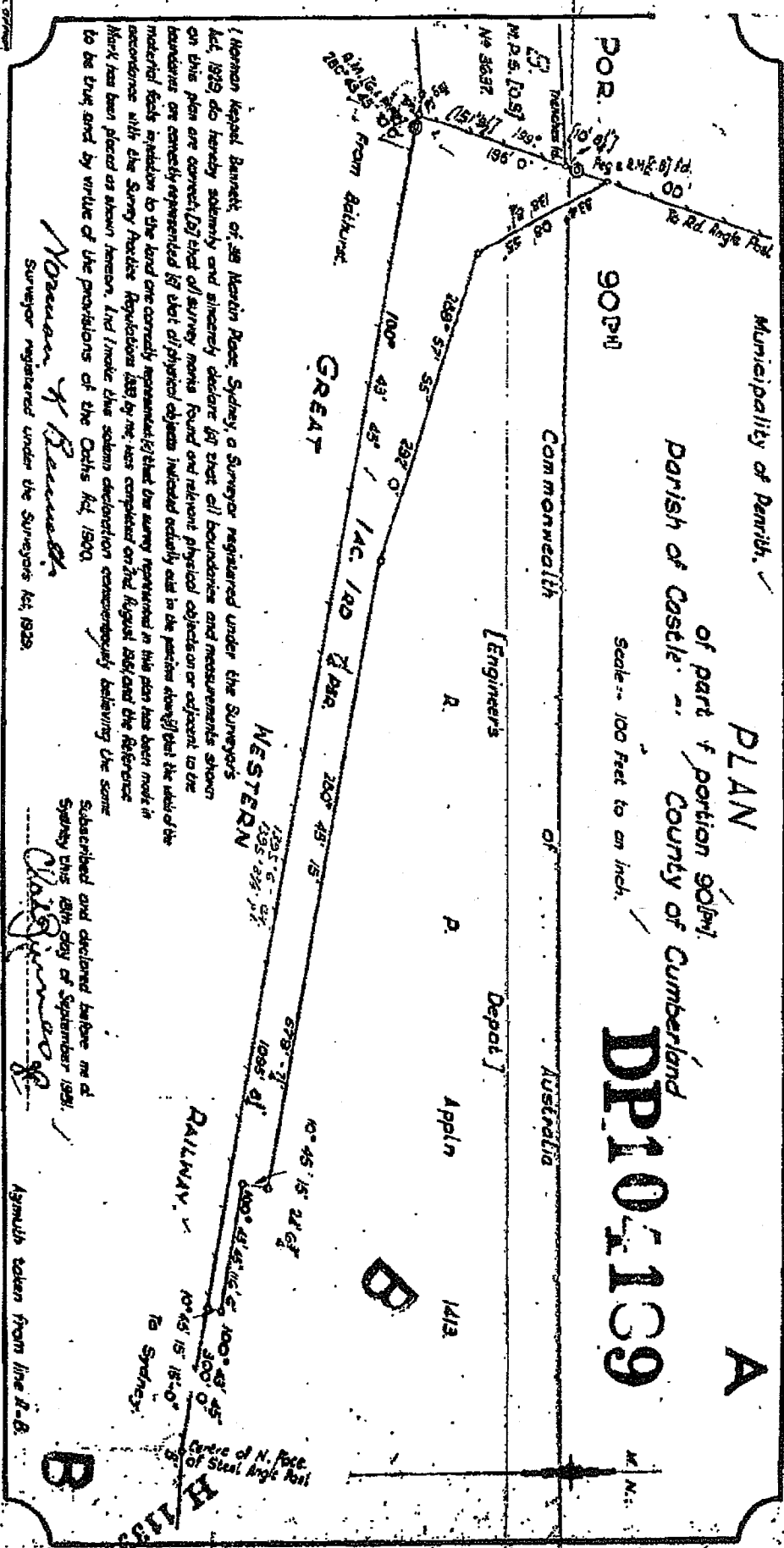
November

Subscribed and declared before me at
Sydney this 18th day of September 1981
Charles James

POWER STATION
SITES & BOUNDARIES
OF ACQUISITION DEPT. OF THE INTERIOR
FROM COMMONWEALTH REG. NO. 5288-6-60

P. S. 10

P145

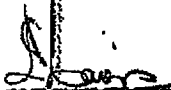


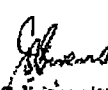
J. 38042

11-113399

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

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


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


Acting Solicitor General

B

PLAN FORM 2 (A2)

SCHEDULE OF LINES

No.	BEARING	DISTANCE
2	115°37'40"	10.78
3	179°25'45"	5.05
4	192°30'45"	8.94
5	14°58'05"	8.84
6	104°58'05"	1.045
7	6°00'40"	3.305
8	154°26'55"	0.315
11	287°07'35"	5.7
12	68°12'25"	4.245
13	154°49'15"	4.485
14	109°26'55"	5.655
15	199°26'55"	5.655
21	109°26'55"	5.655
22	199°26'55"	5.655
23	289°54'10"	4.6
24	289°28'	0.985
25	20°29'30"	7.485
26	289°29'30"	1.74
27	61°26'05"	6.485
29	289°26'55"	5.655
30	19°26'55"	5.655

SCHEDULE OF REFERENCE MARKS

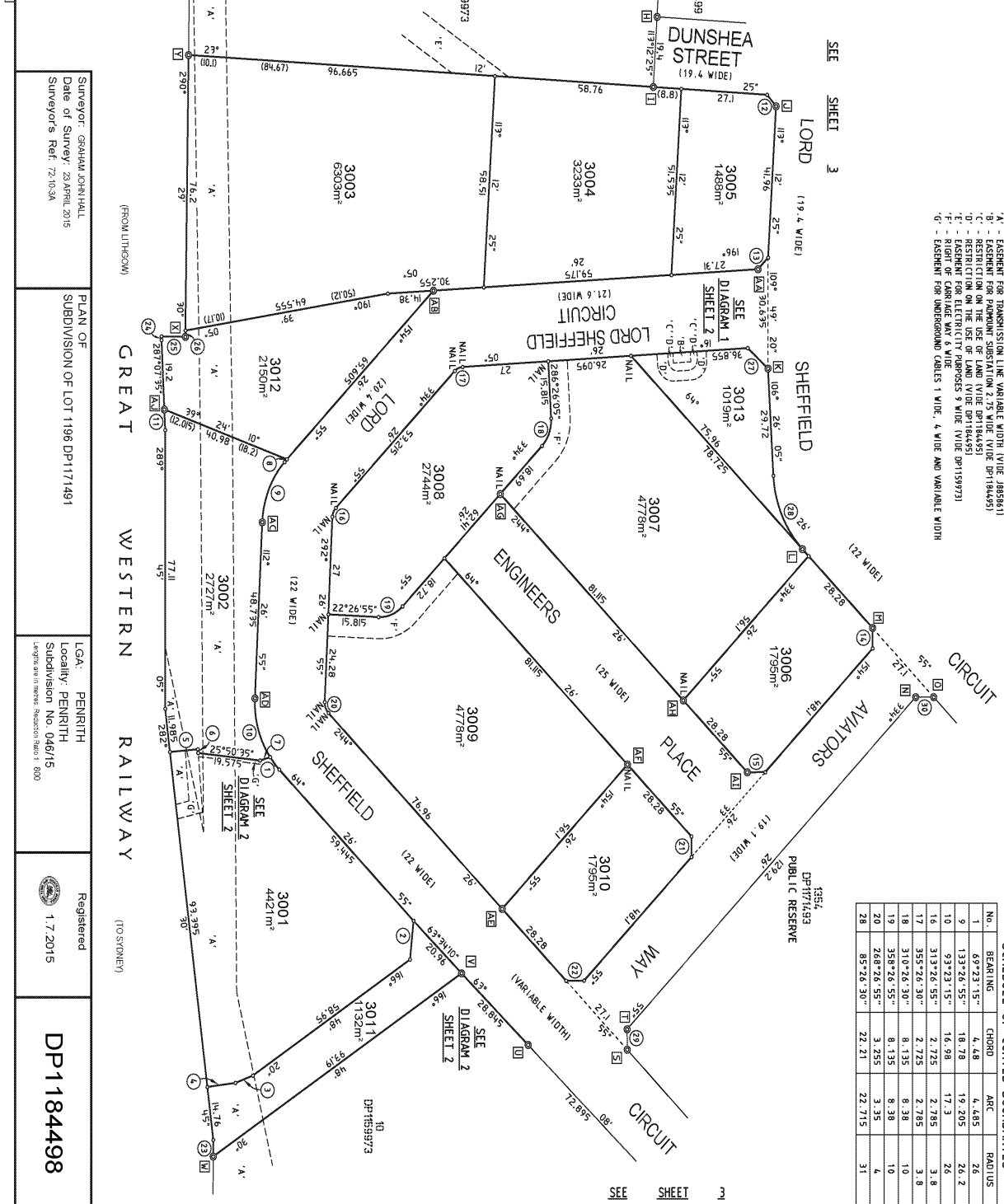
No.	BEARING	DISTANCE	DESCRIPTION
H	67°19'35"	11.59	DHAWD (DP1171491)
I	84°40'35"	17.64	DHAWD (DP1171491)
J	156°28'50"	4.61 & 22.715	DHAWD (DP1184495)
K	196°56'15"	4.065 & 17.84	DHAWD (DP1184495)
L	160°45'10"	4.09 & 17.88	DHAWD (DP1184495)
M	191°57'	5.03 & 22.53	DHAWD (DP1171493)
N	44°25'50"	5.985 & 15.765	DHAWD (DP1171493)
O	134°05'05"	4.315 & 19.07	DHAWD (DP1171493)
P	334°23'10"	4.07 & 17.87	DHAWD (DP1171493)
Q	192°23'25"	3.895 & 15.05	DHAWD (DP1171491)
R	223°08'30"	8.53	SSM180838
S	159°11'30"	17.96	DHAW
T	297°23'45"	8	BOLTFD (DP1159973)
U	180°39'10"	7.97	DHAWD (DP1159973)
V	205°34'35"	11.93	DHAWD (DP1171491)
W	352°48'25"	10.18	DHAW
X	313°45'30"	19.72	DHAW
Y	280°20'25"	7.435	DHAW
Z	214°54'25"	19.095	DHAW
AA	188°31'45"	4.245	DHAW
AB	190°03'40"	18.435	DHAW
AC	257°13'20"	9.355	DHAW
AD	211°57'	18.79	DHAW
AE	342°53'	4.12	DHAW
AF	110°26'35"	4.835	DHAW
AG	289°56'10"	8.015	DHAW
AH	308°34'45"	16.225	DHAW
AI	15°04'25"	4.535	DHAW
AJ	33°29'25"	8.155	DHAW
AK	33°39'35"	8.865	DHAW
AL	103°27'40"	27.185	DHAW

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	69°23'15"	4.48	4.485	26
9	133°26'55"	18.78	19.205	26.2
10	93°23'15"	16.98	17.3	26
16	313°26'55"	2.725	2.785	3.8
17	355°26'30"	2.725	2.785	3.8
18	310°26'30"	8.135	8.38	10
19	358°26'55"	8.135	8.38	10
20	268°26'55"	3.255	3.35	4
28	65°26'50"	22.21	22.715	31

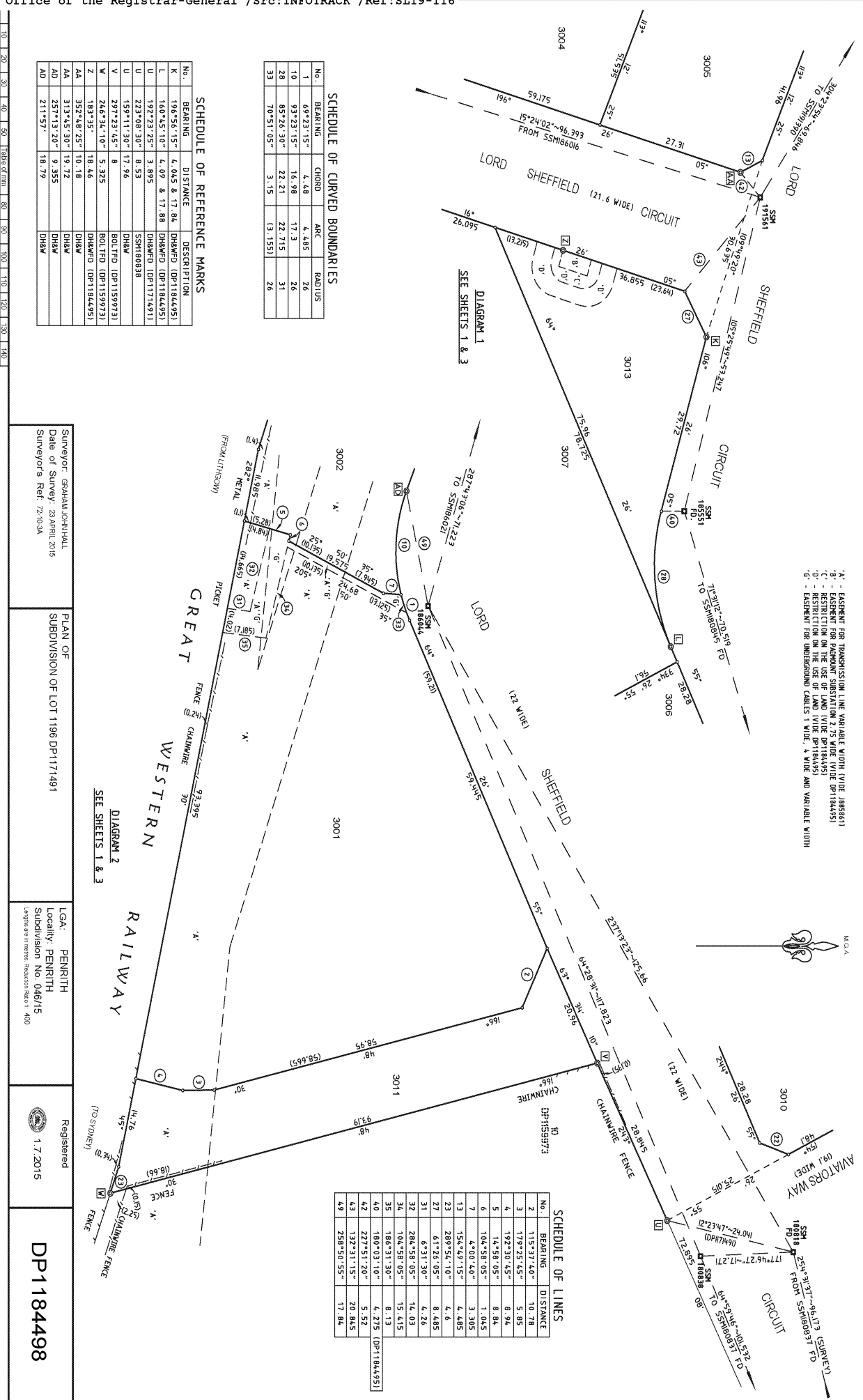
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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

©Plan Sheet 2 of 3 sheets



PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Plan Sheet 3 of 3 (sheet5)

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	DESCRIPTION
A	357°39'35"	4.215 & 18.79	DHAWED (DP1171492)
B	349°56'35"	4.19 & 18.6	DHAWED (DP1171491)
C	316°28'40"	4.205 & 18.835	DHAWED (DP1171492)
D	294°04'30"	24.77	SSM180845ED (DP1171491)
E	303°02'05"	6.31	DHAWED (DP1184495)
F	326°22'10"	7	DHAWED (DP1184492)
G	267°18'55"	4.125	DHAWED (DP1184491)
H	67°19'35"	11.59	DHAWED (DP1171491)
I	84°46'35"	17.64	DHAWED (DP1171491)
J	156°28'50"	4.61 & 22.715	DHAWED (DP1184495)
K	160°56'15"	4.09 & 17.88	DHAWED (DP1184495)
L	161°57'	5.03 & 22.53	DHAWED (DP1184495)
M	161°57'	5.03 & 22.53	DHAWED (DP1184495)
N	46°25'50"	5.995 & 15.745	DHAWED (DP1171493)
O	134°05'05"	4.315 & 19.07	DHAWED (DP1171493)
P	120°26'20"	4.835 & 21.5	DHAWED (DP1171492)
Q	170°22'	2.165	DHAWED (DP1171492)
R	227°14'55"	20.195	SSM180844ED (DP1171492)
S	334°23'10"	4.07 & 17.87	GPED (DP1159973)
T	70°09'	5.75 & 15.05	DHAWED (DP1171493)
U	192°23'25"	3.895	DHAWED (DP1171491)
V	223°08'30"	6.53	SSM180838
W	159°11'30"	17.96	DHAW
X	297°23'45"	8	BOLTED (DP1159973)
Y	246°34'10"	5.325	DHAWED (DP1159973)
Z	180°39'10"	7.97	DHAWED (DP1159973)
AA	205°34'35"	11.93	DHAWED (DP1171491)
AB	280°20'25"	7.635	DHAW
AC	274°54'25"	19.095	DHAW
AD	188°31'45"	4.245	DHAW
AE	190°03'40"	18.435	DHAW
AF	257°13'20"	9.355	DHAW
AG	211°57'	18.71	DHAW
AH	103°27'40"	27.185	DHAW

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
28	05°26'30"	22.21	22.715	31
37	205°26'30"	6.45	6.595	9

SCHEDULE OF LINES

No.	BEARING	DISTANCE
11	287°07'35"	5.7
12	68°12'25"	4.245
14	109°26'55"	5.455
23	289°54'10"	4.6
24	20°28'10"	0.985
25	20°29'30"	7.485
26	289°26'55"	5.655
29	289°26'55"	5.655
30	19°26'55"	2.765
36	64°26'55"	10.2
38	48°16'05"	6.495 (DP1171492)
39	180°03'10"	4.275 (DP1184495)
40	169°55'50"	26.08
44	122°49'30"	18.72
45	39°42'10"	11.45
46	330°27'30"	8.155
47	26°42'35"	18.005
48	336°29'50"	17.875
49	77°53'15"	19.21

SURVEYING & SPATIAL INFORMATION REGULATION 2012, CLAUSES 35(1)(b) & 61(2)						
M 0 & COORDINATES						
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	ORIGIN
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SSM186194	286 476 3	6 293 198 1	56	C	4	SCHEMS
SSM186195	286 476 3	6 293 198 1	56	C	4	SCHEMS
SSM186196	286 476 3	6 293 198 1	56	C	4	SCHEMS
SSM186197	286 476 3	6 293 198 1	56	C	4	SCHEMS
SSM186198	286 476 3	6 293 198 1	56	C	4	SCHEMS
SSM186199	286 476 3	6 293 198 1	56	C	4	SCHEMS
SSM186200	286 476 3	6 293 198 1	56	C	4	SCHEMS
SSM186201	286 476 3	6 293 198 1	56	C	4	SCHEMS
SSM186202	286 476 3	6 293 198 1	56	C	4	SCHEMS
SSM186203	286 476 3	6 293 198 1				

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan


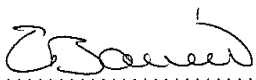
DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> <p>Registered: 1.7.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<div style="text-align: right; font-size: small;">Office Use Only</div> <h1 style="text-align: center; margin: 0;">DP1184498</h1>	
<p>PLAN OF SUBDIVISION OF LOT 1196 DP1171491</p>	<p>LGA: PENRITH</p> <p>Locality: PENRITH</p> <p>Parish: CASTLEREAGH</p> <p>County: CUMBERLAND</p>	
<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p style="text-align: center;">Survey Certificate</p> <p>I, <u>GRAHAM JOHN HALL</u></p> <p>of <u>CRAIG & RHODES PTY LTD</u></p> <p>a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on <u>23 APRIL 2015</u></p> <p>*(b) The part of the land shown in the plan (*being/*excluding ^.....)</p> <p>was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that regulation.</p> <p>*(c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature <u>Graham Hall</u> Dated: <u>15/05/2015</u></p> <p>Surveyor ID: <u>1181</u></p> <p>Datum Line: <u>'A' - 'B'</u></p> <p>Type: <u>*Urban/*Rural</u></p> <p>The Terrain is <u>*Level Undulating / *Steep Mountainous</u></p> <p>*Strike through if inapplicable.</p> <p>^Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.</p>	
<p style="text-align: center;">Subdivision Certificate <u>SC15/0047</u></p> <p>I, <u>PETER WOOD</u></p> <p>*Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>[Signature]</u></p> <p>Accreditation number:</p> <p>Consent Authority: <u>PENRITH CITY COUNCIL</u></p> <p>Date of endorsement: <u>10/6/15</u></p> <p>Subdivision Certificate number: <u>046/15</u></p> <p>File number: <u>SSD 5348</u></p> <p>*Strike through inapplicable parts.</p>	<p>Plans used in the preparation of survey/compilation</p> <p>DP1159973</p> <p>DP1171491</p> <p>DP1171492</p> <p>DP1171493</p> <p>DP1184495</p> <p>DP1184499</p> <p style="text-align: center;">If space is insufficient continue on PLAN FORM 6A</p>	
<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p>	<p>Surveyor's Reference: 72-10-3A</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>		

CAD REF: Z:\072-10 North Penrith - Survey\AutoCAD Files\07210529[01] - .

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 2 sheet(s)
<p>Registered:  1.7.2015</p>	<p style="text-align: center; font-size: 24px; font-weight: bold;">DP1184498</p>	
<p>PLAN OF SUBDIVISION OF LOT 1196 DP1171491</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> Signatures and seals - see 195D <i>Conveyancing Act 1919</i> Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. 	
<p>Subdivision Certificate number: <u>046/15</u></p> <p>Date of Endorsement: <u>10/6/15</u></p>	<p>IT IS INTENDED TO DEDICATE TO THE PUBLIC</p> <p>1. THE EXTENSION OF LORD SHEFFIELD CIRCUIT</p> <p>2. ROAD 25 WIDE ENGINEERS PLACE</p> <p>AS PUBLIC ROAD.</p>	
<p>PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919 AS AMENDED AND IN TERMS OF THE ACCOMPANYING INSTRUMENT IT IS INTENDED</p> <p>TO CREATE:-</p> <ol style="list-style-type: none"> 1. RIGHT OF CARRIAGE WAY 6 WIDE 2. EASEMENT FOR UNDERGROUND CABLES 1 WIDE, 4 WIDE AND VARIABLE WIDTH <p>TO RELEASE:-</p> <ol style="list-style-type: none"> 1. EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE & VARIABLE WIDTH (VIDE DP1171491) 2. RIGHT OF CARRIAGE WAY 21.6 WIDE AND VARIABLE (VIDE DP1184495) 		
<p>SIGNED BY: <u>ELIZABETH BAIRD</u></p> <p>AS A DELEGATE OF LANDCOM AND I HEREBY CERTIFY THAT I HAVE NO NOTICE OF REVOCATION OF SUCH DELEGATION</p> <p style="text-align: center;"></p> <p>.....</p> <p>SIGNATURE</p>		
<p><u>SURVEYING AND SPATIAL REGULATION 2012 CLAUSE 60(C)</u></p> <p>STREET ADDRESS INFORMATION IS UNAVAILABLE AT DATE OF SURVEY</p> <p>If space is insufficient use additional annexure sheet</p>		
<p>Surveyor's Reference: 72-10-3A</p>		

CAD REF: Z:\072-10 North Penrith - Survey\AutoCAD Files\072105291011 - ----

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 1192/1171491 being Part of Lord Sheffield Circuit as dedicated in DP1171493	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. CC046/15 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

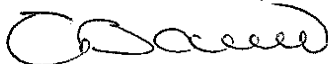
DP1184498


Plan of Subdivision of Lot 1196
DP1171491 covered by Council's
Subdivision Certificate No. C2046/15 10/6/15

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 MARKINER
.....
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

Lengths are in Metres

Sheet 4 of 5 Sheets

DP1184498

Plan of Subdivision of Lot 1196
DP1171491 covered by Council's
Subdivision Certificate No. CC046/15 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

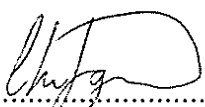
Sheet 5 of 5 Sheets

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

GLEN JORGENSEN
.....
Name of Witness (BLOCK LETTERS)

26 Brindabella Circuit
Canberra Airport ACT 2609
.....
Address of Witness

Bruce Bennett
.....
Signature of Authorised Person

BRUCE W. BENNETT
.....
Name of Authorised Person (BLOCK LETTERS)

Director
Property Leasing
Position Number 566530
.....
Office Held

REGISTERED



1.7.2015

APPROVED BY PENRITH CITY COUNCIL
Authorised Officer

Form: 13RPA
Release: 3-1

**RESTRICTION ON THE
USE OF LAND BY A
PRESCRIBED AUTHORITY**
New South Wales



AK808985T

Section 88E(3) Conveyancing Act 1919

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**

3007/1184498

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any M J ARMSTRONG & CO. LLP: 127955Y Reference: KEMP/294957	CODE RV
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(C) **REGISTERED PROPRIETOR**

Of the above land
THORNTON NORTH PENRITH PTY LIMITED (ACN 600 628 644)

(D) **LESSEE MORTGAGEE
or
CHARGE**

Of the above land agreeing to be bound by this restriction		
Nature of Interest	Number of Instrument	Name
Mortgage	AJ938347	National Australia Bank Limited

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
PENRITH CITY COUNCIL (ABN 43 794 422 563)

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

DATE **2 September 2016**

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

Signature of witness: *[Signature]*

Name of witness: **CHRISTINE MARRIN**

Address of witness: **1/- 601 Hwy St
PENRITH**

Signature of authorised officer: *[Signature]*

Name of authorised officer: **Gavin Cherry**

Position of authorised officer: **Development Assessment
Coordinator**

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

Company: **Thornton North Penrith Pty Limited**
Authority: **Section 88E(3) Conveyancing Act**

Signature of authorised person: *[Signature]*

Name of authorised person: **MARK HOVEY**
Office held: **DIRECTOR**

Signature of authorised person: *[Signature]*

Name of authorised person: **TIM CASEY**
Office held: **DIRECTOR**

(H) The mortgagee under mortgage No. AJ938347 agrees to be bound by this restriction.
I certify that the mortgagee, who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

Signature of mortgagee: **See Page 4 of 4.**

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

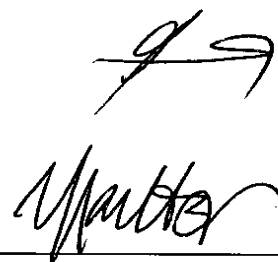
Page 1 of 5

1303

This is Annexure "A" to Restriction on the Use of land by a prescribed Authority (Form 13RPA) dated affecting folio identifier 3007/1184498

Terms of the restriction

- (a) The Proprietor of the Burdened Lot shall not:
- i. erect, construct or place any building or other structure,
 - ii. make alterations to the ground surface levels, grates, pipes, pits, kerbs, tanks, gutters or any other structure associated with the Stormwater Management System,
- without the prior written consent of Council.
- (b) In this restriction the following meanings are given:
- Burdened Lot** means lot 3007 in Deposited Plan 1184498;
- Council** means Penrith City Council;
- Proprietor** means the registered proprietor of the Burdened Lot from time to time;
- Stormwater Management System** means the stormwater management system, on-site detention system and water sensitive urban design system constructed or to be constructed on the Burdened Lot;
- (c) Name of person(s) empowered to release, vary, or modify this positive covenant: - Penrith City Council.

A handwritten signature in black ink, appearing to read 'Mutter', is written over a horizontal line.

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

Executed by the Proprietor of the Land

EXECUTED as a deed by)
THORNTON NORTH PENRITH PTY LTD)
ACN 600 628 644 in accordance with)
Section 127(1) of the Corporations Act
2001 (Cth)


Director/Secretary

Print Name: MARK HOVEY


Director

Print Name: TIM CASEY


Executed by the prescribed authority

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


Witness:

Full Name: CHRISTINE MASON

Address: 41 601 HIGH ST
PENRITH


Authorised Signatory:

Full Name: Gavin Cherry

Position of Authorised Signatory: Development Assessment
Coordinator

Note: The above execution has been signed
by Penrith City Council's authorised
delegate pursuant to s.377 of the
Local Government Act, 1993.



National Australia Bank Limited
ABN 12 004 044 937

**Consent to Restriction on the Use of Land by a
Prescribed Authority**

Annexure to Restriction on the Use of Land by a Prescribed Authority

THIS IS AN ANNEXURE TO **RESTRICTION ON THE USE OF LAND BY A PRESCRIBED
AUTHORITY** WITH THORNTON NORTH PENRITH PTY LTD AS REGISTERED PROPRIETOR AND
PENRITH CITY COUNCIL AS PRESCRIBED AUTHORITY

DATED

Torrens Title: 3007/1184498

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage
Registered No. AJ938347 hereby consents to the within **Restriction on the Use of Land by a
Prescribed Authority** but without prejudice to and reserving all its rights powers and remedies under
its Security.

DATED at SIDNEY OFFICE this 2nd day of SEPTEMBER 2016.

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 Signature ANTHONY NGUYEN
ANALYST
Corporate Property NSW

Print Name

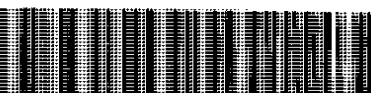
Rachael Tweedy
Attorney Signature
RACHEL TWEEDY
Associate Director
NAB Corporate Property NSW

Print Name

Form: 13PC
 Release: 3-1

POSITIVE COVENANT
 New South Wales

Section 88E(3) Conveyancing Act 1919



AK808986R

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**

3007/1184498

(B) **LODGED BY**

Document Collection Box 285D	Name, Address or DX, Telephone, and Customer Account Number if any M J ARMSTRONG & CO. LLP: 127955Y Reference: KEMP/294957	CODE PC
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(C) **REGISTERED PROPRIETOR**

Of the above land
 THORNTON NORTH PENRITH PTY LIMITED (ACN 600 628 644)

(D) **LESSEE MORTGAGEE or CHARGE**

Of the above land agreeing to be bound by this positive covenant		
Nature of Interest	Number of Instrument	Name
Mortgage	AJ938347	National Australia Bank Limited

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
 PENRITH CITY COUNCIL (ABN 43 794 422 563)

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

DATE 2 September 2016

(G) **Execution by the prescribed authority**

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

Signature of witness: [Signature]
 Name of witness: CHRISTINE MASON
 Address of witness: 11-601 HIGH ST PENRITH

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

(G) **Execution by the registered proprietor**

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

Company: Thornton North Penrith Pty Ltd
 Authority: Section 124 of Conveyancing Act

Signature of authorised person: [Signature]
 Name of authorised person: MARK HONEY
 Office held: DIRECTOR

Signature of authorised person: [Signature]
 Name of authorised person: TIM CASEY
 Office held: DIRECTOR

(H) **Consent of the mortgagee**

The mortgagee under mortgage No. AJ938347, agrees to be bound by this positive covenant.

I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

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

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 5

1303

45a 26/9/16

**This is Annexure "A" to Positive covenant (Form 13PC) dated
affecting folio identifier 3007/1184498**

Terms of positive covenant

1. Terms of positive covenant for stormwater detention system

- (a) The Proprietor of the Burdened Lot from time to time shall do all things necessary to maintain, repair and replace the grates, pipes, pits, kerbs, tanks, gutters or any other structures of and incidental to the Stormwater Management System within the Land so burdened to the satisfaction of Council and in this regard must also comply with any reasonable written request of the Council within such time period nominated.
- (b) Where the Proprietor of the Burdened Lots fails to comply with any written request of Council referred to in 1(a) above the Proprietor shall meet any reasonable cost incurred by Council in completing the work requested.
- (c) Full and free right for Council and every person authorised by it to enter upon the Burdened Lot in order to inspect, maintain, cleanse, replace, repair any grates, pipes, pits, kerbs, tanks, gutters or any other structure or alter surface levels to ensure the Stormwater Management System within the Land functions in accordance with the approved Construction Certificate.
- (d) In this positive covenant the following meanings are given:

Burdened Lot means lot 3007 in Deposited Plan 1184498;

Construction Certificate means the construction certificate Council reference CC-16064 and CC-16065 and the development consent Council reference DA14-1181 and DA14-1182;

Council means Penrith City Council;

Land means lot 3007 in Deposited Plan 1184498;

Proprietor means the registered proprietor of the Burdened Lot from time to time;

Stormwater Management System means the stormwater management system, on-site detention system and water sensitive urban design system constructed or to be constructed on the Burdened Lot.

- (e) Name of person(s) empowered to release, vary, or modify this positive covenant: - Penrith City Council.



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

Executed by the Proprietor of the Land

EXECUTED as a deed by)
THORNTON NORTH PENRITH PTY LTD)
ACN 600 628 644 in accordance with)
Section 127(1) of the Corporations Act
2001 (Cth)



Director/Secretary

Print Name: MARK HOVEY



Director

Print Name: TIM CAREY

Executed by the prescribed authority


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



Witness:

Full Name: CHRISTINE MANN

Address: 1601 HIGH ST
PENRITH



Authorised Signatory

Full Name: Gavin Cherry

Position of Authorised Signatory: Development Assessment
Coordinator

Note : The above execution has been signed by
Penrith City Council's authorised delegate
pursuant to s.377 of the Local
Government Act, 1993.



National Australia Bank Limited
ABN 12 004 044 937

Consent to Positive Covenant

Annexure to Positive Covenant

THIS IS AN ANNEXURE TO **POSITIVE COVENANT** WITH THORNTON NORTH PENRITH PTY LTD
AS REGISTERED PROPRIETOR AND PENRITH CITY COUNCIL AS PRESCRIBED AUTHORITY

DATED

Torrens Title: 3007/1184498

NATIONAL AUSTRALIA BANK LIMITED ABN 12 004 044 937 as mortgagee by virtue of Mortgage
Registered No. AJ938347 hereby consents to the within **Positive Covenant** but without prejudice to
and reserving all its rights powers and remedies under its Security.

DATED at SYDNEY OFFICE this 2ND day of SEPTEMBER 2018.

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 Signature **ANTHONY NGUYEN**
ANALYST
Corporate Property NSW

Print Name



Attorney Signature **RACHEL TWEEDY**
Associate Director
NAB Corporate Property NSW

Print Name

(H) CONSENT OF THE MORTGAGE

The Mortgagee under Mortgage No. AJ938347 agrees to be bound by this Positive Covenant.
I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

EXECUTED by

as attorney for **NATIONAL AUSTRALIA
BANK LIMITED** under power of attorney
registered
Book
No.
in the presence of::

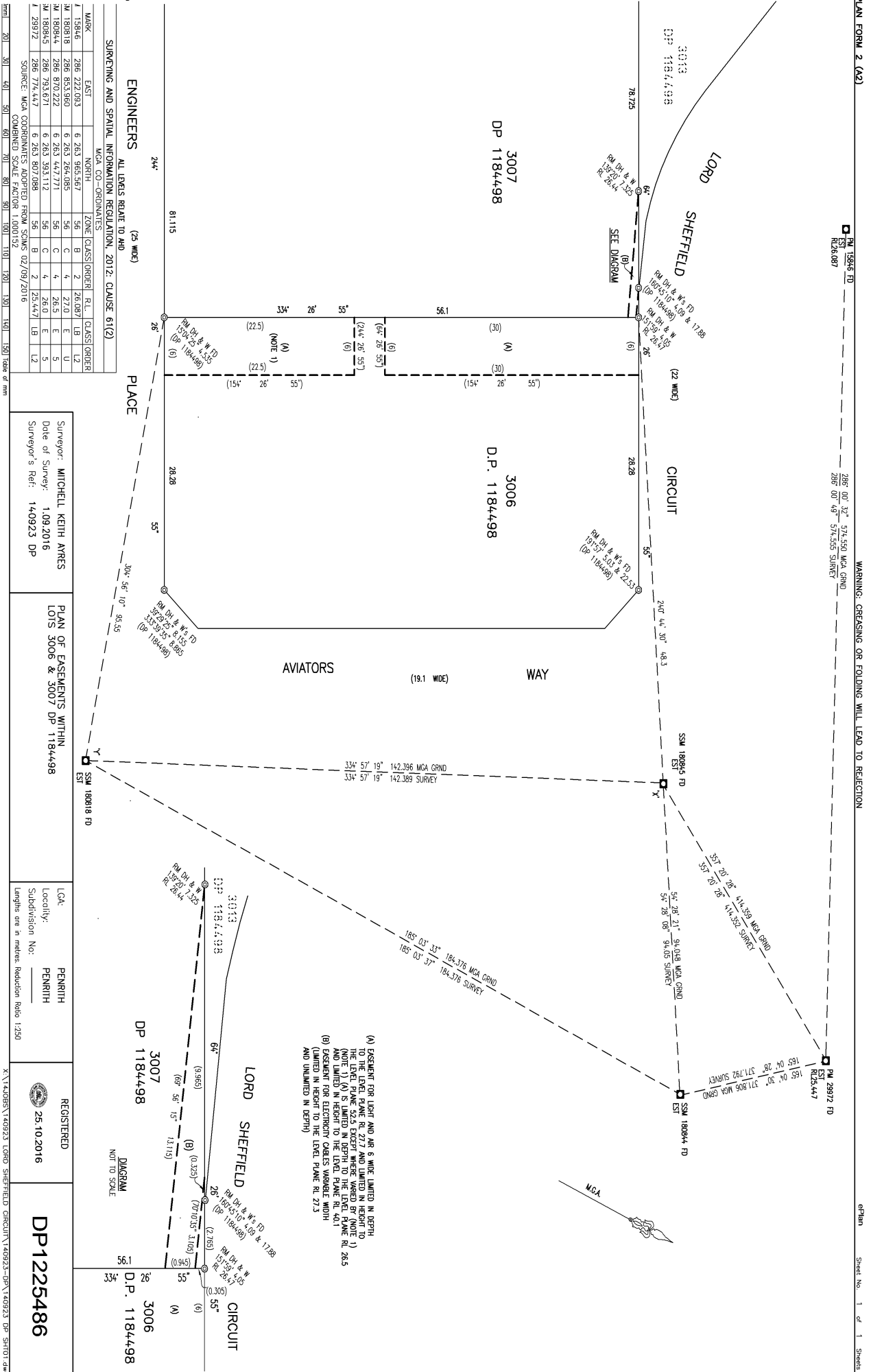
)
)
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)
)

By executing this deed the attorney states
that the attorney has received no notice of
revocation of the power of attorney

Signature of Witness

Name of Witness

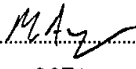
Address of Witness



PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection


ePlan

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Office Use Only</p> <p>Registered:  25.10.2016</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <p>DP1225486</p>	
<p>PLAN OF EASEMENTS WITHIN LOTS 3006 & 3007 DP 1184498</p>	<p>LGA: PENRITH</p> <p>Locality: PENRITH</p> <p>Parish: CASTLEREAGH</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, MITCHELL KEITH AYRES..... of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on: 1.09.2016.....</p> <p>*(b) The part of the land shown in the plan (being "excluding") was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature:  Dated: 13/9/2016</p> <p>Surveyor ID: 8674.....</p> <p>Datum Line: 'X' - 'Y'.....</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent/Authority:</p> <p>Date of Endorsement:</p> <p>Subdivision Certificate no:</p> <p>File number:</p> <p>*Strike through if inapplicable</p>		
<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.</p>	<p>Plans used in the preparation of survey/compilation</p> <p>DP 1184498</p> <p>If space is insufficient continue on PLAN FORM 6A</p>	
<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>SURVEYORS REFERENCE: 140923 DP</p>	

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 3 sheet(s)
<div style="text-align: right; font-size: small;">Office Use Only</div> <p>Registered:  25.10.2016</p> <hr/> <p>PLAN OF EASEMENTS WITHIN LOTS 3006 & 3007 DP 1184498</p> <hr/> <p>Subdivision Certificate No:</p> <p>Date of Endorsement:</p>	<div style="text-align: right; font-size: small;">Office Use Only</div> <div style="text-align: center; font-size: large; font-weight: bold; margin-top: 20px;">DP1225486</div> <div style="margin-top: 20px;"> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) 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. </div>	
<div style="text-align: center; margin-bottom: 20px;"> <p>PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:</p> <ol style="list-style-type: none"> 1. EASEMENT FOR LIGHT AND AIR 6 WIDE (LIMITED IN STRATUM) 2. EASEMENT FOR ELECTRICITY CABLES VARIABLE WIDTH (LIMITED IN STRATUM) </div> <div style="text-align: center; margin-top: 100px;"> <p>If space is insufficient use additional annexure sheet</p> </div>		
<p>SURVEYORS REFERENCE: 140923 DP</p>		


PLAN FORM 6A (2012)

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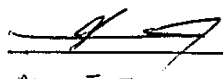
DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)


Office Use Only	Office Use Only
Registered:  25.10.2016	DP1225486
PLAN OF EASEMENTS WITHIN LOTS 3006 & 3007 DP 1184498	
Subdivision Certificate No:	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">A schedule of lots and addresses - See 60(c) SSI Regulation 2012Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919Signatures and seals - see 195D Conveyancing Act 1919Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Date of Endorsement:	

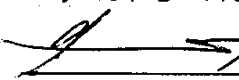
Executed For and on behalf of Thornton North Penrith Pty Ltd ACN 600 629 644
In Accordance with Section 127 of The Corporations Act 2001.


Director / Secretary
Print Name Deborah Landes

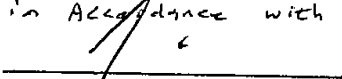

Director
Print Name Timothy Casey

Executed For and on behalf of Thornton North Penrith No.3 Pty Ltd
ACN 629 023 154 in Accordance with Section 127 of The Corporations Act 2001.


Director / Secretary
Print Name Deborah Landes


Director
Print Name Timothy Casey

Executed by Intrastix Oxley (Thornton Stage 3A) Pty Ltd ACN 612 135 001
in Accordance with Section 127 of The Corporations Act 2001.

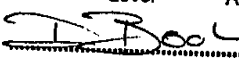

Director / Secretary
Print Name DAVID JASON WILLIAMS


Director
Print Name Braith Howard Williams

Mortgagee under Mortgage No. **AJ938347**

Signed at Sydney this 23 day of
September 2016 for National
Australia Bank Limited ABN 12 004 044 937
by Adam Pearce
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level Attorney


Witness/Bank Officer, Debbie Booker
Level 22, 255 George Street Sydney

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140923 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 5 sheets)

Plan:

DP1225486

Plan of Easement within
 Lot 3006 and 3007 DP 1184498

Full name and address of proprietors of the land	THORNTON NORTH PENRITH PTY LTD ACN 600 628 644 Level 3, 8 Windmill Street, Walsh Bay Sydney NSW 2000 And THORNTON NORTH PENRITH NO. 3 PTY LTD ACN 629 023 154 Level 3, 8 Windmill Street, Walsh Bay Sydney NSW 2000
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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	Servient Tenement	Dominant Tenement
1.	Easement for light and air 6 wide (LIMITED IN STRATUM)	Lot 3006 Deposited Plan 1184498	Lot 3007 Deposited Plan 1184498
2.	Easement for electricity cables variable width (limited in stratum)	Lot 3007 Deposited Plan 1184498	Lot 3006 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 ^{STRATUM} depth to the ground level of the ~~Restricted Area as exists from time to time~~, shown marked (A) in the Plan.

DP1225486

2. Terms of easement for electricity cables numbered 2 in the plan

(a) The owner Dominant Tenement and all Persons that it authorises may:

- i. 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
- ii. convey, or permit the conveyance of, electricity or Signals (or both) through the cables.

(b) For the purpose of exercising its rights under this easement for cables the owner of the Dominant Tenement and all persons that it authorises may:

- i. enter the Land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement;
- ii. do anything reasonably necessary to obtain access to the easement area; and
- iii. do anything reasonably necessary for the exercise of the easement rights,

providing in exercising its rights it must:

- iv. cause as little damage as practicable to the Land and any structures on the Land;
- v. repair any damage it causes to the Land and any structures on the Land; and
- vi. not unreasonably interfere with or hinder any existing structure (such as a basement or building) on, above or below the Land or the Easement Area;
- vii. prevent the use of any area surrounding the Easement Area.

(c) The owner of the Servient Tenement acknowledges and covenants that:

- i. ownership of all cables remains with the Person installing them;
- ii. it will not do anything that interferes with, damages, or destroys the electricity cables; or
- iii. following the installation of cables it will not alter or permit to be altered the ~~existing ground~~ level within the easement area without the prior consent of the Person installing them, and which consent must not be unreasonably withheld.

(d) Nothing in this easement for cables prevents or prohibits:

- i. the existence of structures on the Easement Area as at the date of this instrument; or

DP1225486

- ii. the owner of the Servient tenement or those authorised by it from erecting any structure above, below or around the easement area.

(e) In this easement for electricity cables, the following meanings are given:

Easement Area means that part of the land ~~shown shown marked B in the Plan.~~
~~LIMITED IN STRATHM SHOWN MARKED (B) IN THE PLAN~~

Land means the land over which this easement is granted (being the land burdened by this easement).

Person includes a body corporate.

Signals includes data or signals of any kind.

X


DP1225486

EXECUTION


Dated the day of September 2016

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

EXECUTED by)
THORNTON NORTH PENRITH PTY LTD)
ACN 600 628 644)
in accordance with Section 127(1) of the
Corporations Act 2001 (Cth)




Director/Secretary
Print Name: Deborah Landes




Director
Print Name: Timothy 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 Landes



Director
Print Name: Timothy Casey

DP1225486

Executed by Mortgagee

EXECUTED by
INTRASIA OXLEY (THORNTON STAGE
3A) PTY LTD ACN 612 135 001 pursuant to
section 127 of the Corporations Act 2001
(Cth):

Director/Secretary
Full Name:

DAVID JASON WILLIAMS

Director

Full Name: Braith Howard Williams

EXECUTED for and on behalf of
NATIONAL AUSTRALIA BANK LIMITED
ABN 12 044 044 937 by ADAM PEARCE
pursuant to power of attorney dated
and registered
book 39 number 4512

Witness:

Full Name: Dated 23 September 2016
Address DEBBIE BOOKER
Senior Associate

NAB Corporate Property NSW
Level 24 255 George Street
Sydney

Attorney

Full Name: Adam Pearce

Mortgagee under Mortgage No. AJ938347
Signed at Sydney this 23 day of
September 2016 for National
Australia Bank Limited ABN 12 004 044 937
by Adam Pearce
its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

Level

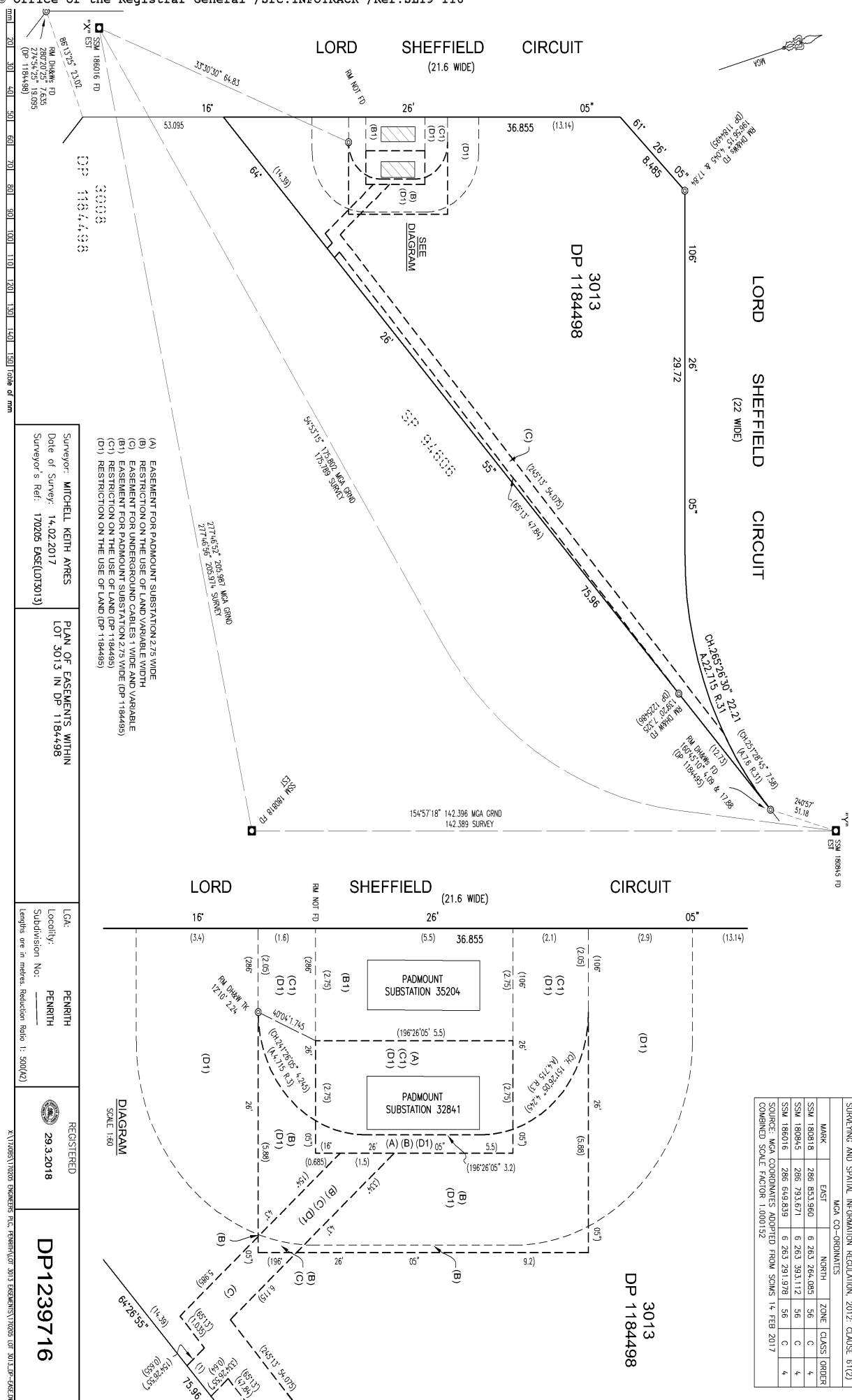
Attorney

Witness/Bank Officer

25.10.2016




REGISTERED



PLAN FORM 6 (2013)

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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)
<p>Office Use Only</p> <p>Registered:  29.3.2018</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENT</p>	<p>Office Use Only</p> <p>DP1239716</p>	
<p>PLAN OF EASEMENTS WITHIN LOT 3013 IN DP 1184498</p>	<p>LGA: PENRITH</p> <p>Locality: PENRITH</p> <p>Parish: CASTLEREAGH</p> <p>County: CUMBERLAND</p>	
<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	<p>Survey Certificate</p> <p>I, <u>MITCHELL KEITH AYRES</u> of Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on: <u>14.02.2017</u></p> <p>*(b) The part of the land shown in the plan (being/excluding/.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, the part not surveyed was compiled in accordance with that Regulation.</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.</p> <p>Signature: <u>M. Ayres</u> Dated: <u>16.02.2017</u></p> <p>Surveyor ID: <u>8674</u></p> <p>Datum Line: <u>'X' - 'Y'</u></p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous</p> <p>*Strike through if inapplicable.</p> <p>*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	
<p>Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent/Authority:</p> <p>Date of Endorsement:</p> <p>Subdivision Certificate no:</p> <p>File number:</p> <p>*Strike through if inapplicable</p>	<p>Plans used in the preparation of survey/compilation</p> <p>DP 1184495</p> <p>DP 1184498</p> <p>If space is insufficient continue on PLAN FORM 6A</p>	
<p>STATEMENTS of intention to dedicate public roads, public reserves and drainage easements, acquire/resume land.</p>	<p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p> <p>SURVEYORS REFERENCE: 170205 EASE(LOT3013)</p>	

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PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 3 sheet(s)
<div style="display: flex; justify-content: space-between;"> <div> <p>Registered: 29.3.2018</p> <p>PLAN OF EASEMENTS WITHIN LOT 3013 IN DP 1184498</p> </div> <div style="text-align: right; font-size: small;">Office Use Only</div> </div>	<div style="text-align: center; font-size: 2em; font-weight: bold; margin-bottom: 20px;">DP1239716</div> <div style="font-size: small;">Office Use Only</div>	
<p>Subdivision Certificate No: _____</p> <p>Date of Endorsement: _____</p>	<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A schedule of lots and addresses - See 60(c) 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. 	
<div style="text-align: center;"> <p>The Common Seal of The Council of the City of Penrith was hereunto affixed this</p> <p>_____ day of _____ 20_____ in pursuance</p> <p>of a resolution of Council passes on the</p> <p>_____ day of _____ 20_____</p> <div style="display: flex; justify-content: center; gap: 50px; margin-top: 20px;"> <div style="text-align: center;"> Mayor JOHN THAIN </div> <div style="text-align: center;"> General Manager ALAN STONEHAM </div> </div> <div style="margin-top: 20px;"> <div style="position: absolute; top: 0; right: 0; font-size: 1.5em; font-family: cursive;">3/11/17.</div> </div> </div>		
<p>If space is insufficient use additional annexure sheet</p>		
<p>SURVEYORS REFERENCE: 170205 EASE(LOT3013)</p>		

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 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

Full name and address of proprietors of the land	PENRITH CITY COUNCIL ABN 43 794 422 563, 601 High St, Penrith NSW 2750
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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 2.75 wide (A)	3013/1184498	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
2.	Restriction on use of land variable width (B)	3013/1184498	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
3.	Easement for underground cables 1 wide and variable (C)	3013/1184498	3006/1184498 common and Common Property/SP94606 PROPERTY

PART 2 - TERMS

1. Terms of easement for padmount substation 2.75 wide (A) in the plan

1. Definitions

- a. **easement site** means that part of the lot burdened that is affected by this easement.
- b. **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- c. **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).
- d. **install** includes construct, repair, replace, maintain, modify, use, and remove.
- e. **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

Bill

(Sheet 2 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

-
- f. **services** includes overhead and underground gas, telephone, communications, water, sewage, and drainage services.
 - g. **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:
 - a. install electrical equipment within the easement site,
 - b. excavate the easement site to install the electrical equipment.
 - c. use the electrical equipment for the transmission of electricity,
 - d. 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,
 - e. 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
 - f. 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:
 - a. install or permit to be installed any services or structure within the easement site, or
 - b. alter the surface level of the easement site, or
 - c. 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's Distribution System
 - a. 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's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution

(Sheet 3 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

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.

- b. 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.

7. 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

- a. **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.
- b. **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- c. **erect** includes construct, install, build and maintain.
- d. **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:

- a. the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- b. the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- c. 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

- a. 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



(Sheet 4 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

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.

- b. 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;
 - a. 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
 - b. 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:
 - a. enter the Land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement;
 - c. do anything reasonably necessary to obtain access to the easement area; and
 - d. do anything reasonably necessary for the exercise of the easement rights, providing in exercising its rights it must:
 - e. cause as little damage as practicable to the Land and any structures on the Land;
 - f. repair any damage it causes to the Land and any structures on the Land; and
 - g. not prevent the use of any area surrounding the Easement Area.
3. The Owner acknowledges and covenants that:
 - a. ownership of all cables remains with the Person installing them;
 - b. it will not do anything that interferes with, damages, or destroys the electricity cables; or



(Sheet 5 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

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

(Sheet 6 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

EXECUTION

Dated the _____ day of _____ 2017

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

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:

SIMON LAWTON

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:

UML6908

Date of signature:

4 October 2017



(Sheet 7 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

EXECUTED by an authorised officer on)
behalf of **PENRITH CITY COUNCIL**)
before this witness who is personally)
known to me or as to whose identity I am
otherwise satisfied has signed this
instrument in my presence and who
confirms he/she is an eligible witness
(see note below)

Christine Martyn
Signature of witness

CHRISTINE MARTYN
Print Name:

C/- 601 HIGH ST PENRITH
Address of witness

Executed on behalf of
Penrith City Council by it
authorised delegate pursuant to s.377
s.377 Local government Act 1993

Gavin Cherry
Signature of authorised officer

Gavin Cherry
Name of authorised officer

Development Assessment Coordinator
Position of authorised officer

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

REGISTERED



29.3.2018

Gavin Cherry



AN409539T

Form: 15CH
Release: 2-1

**CONSOLIDATION/
CHANGE OF BY-LAWS**
New South Wales

Strata Schemes Management Act 2015
Real Property Act 1900

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/SP94606				
(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 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/1591</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 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/1591	<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 +61 413 659 677 (LPI Customer Account Number: 135632E) Reference: BLA/1591				
CODE CH					

- (C) The Owners-Strata Plan No. 94606 certify that a special resolution was passed on 28/3/2018
- (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. 42 & 43
Amended by-law No.
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 94606 which includes new Added By-law No.42 & 43 starting from Page 19 of 31 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. 94606 was affixed on 4 June 2018 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: *TIS*
Name: *TREVOR BLIGHT*
Authority: *STRATA MANAGING AGENT*

Signature:

Name:

Authority:



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 94606

INDEX OF BY-LAWS

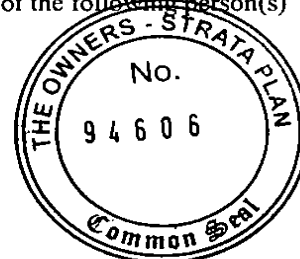
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2. Interpretation
3. The By-Laws and Compliance
4. Non Compliance with By-Laws
5. Behaviour Within the Strata Scheme
6. Behaviour of Invitees
7. Permitted Usage
8. Security Devices & Access
9. Parking, Loading & Traffic Control
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13. Cleaning Windows, Doors
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15. Balconies, Courtyards & Lot Gardens
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29. Refurbishment of Common Property
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38. Hot Water Service
39. Energy Provider
40. Floor Works
41. Car Wash Bay
42. Common Property Storage Spaces
43. Lot 52, 101 and 143 Storage Space

The seal of The Owners-Strata Plan No 94606 was affixed on ...4 June 2018..... 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]: ...TREVOR BRIGHT.....

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



Terms of By-Laws

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 1996* (NSW) and any amendment or re-enactment thereof.

Approved Form means the form approved by the executive 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.

Bond means the bond being a bank cheque in the amount of \$1,000.00 made payable to the Owners Corporation.

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.

Building Services Agreement means the agreement for the provision of the Building Services referred to in By-Law 34.1.

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.

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 Pty Limited (ACN 600 628 644) as Trustee for Thornton North Penrith 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.

Executive Committee means the executive committee of the Owners Corporation.

Flooring Works means the removal and installation of a cover to the floor space within a Lot but excludes floor space in a kitchen, laundry, lavatory or bathroom.

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 3007/1184498.

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.

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) 2200mm in height (including any roof rails or roof rack); and
 - (ii) 5400mm 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.

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 floor 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.

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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 mean 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 Manager 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.

Works means:

- (a) any building work or alterations to the structure or services in the Strata Scheme; or
- (b) the replacement of carpeted areas with tiles, timber or hard surface flooring; or
- (c) the alteration or removal of non structural walls or partitions; or
- (d) works contemplated in By-Law 12.2.

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.

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.
- (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 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 The Owners Corporation, the Owners and Occupiers must comply with the By-Laws.
- 3.3 The Owners Corporation may appoint and retain a Strata Manager.
- 3.4 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 an executive 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 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 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 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 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 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 Owner or Occupier 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 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) rectify 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

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- (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 written 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 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 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;
- (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 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 An Owner or Occupier must not use any Lot or part of the Common Property for any purpose which may be illegal or injurious to the reputation of an owner or Occupier of the Strata Scheme or the Owners Corporation.

6 Behaviour of Invitees

6.1 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 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 license 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 Each Owner or Occupier:

- (a) is to use its Lot only for the purposes of residential accommodation, except for 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(a); 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 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 anything that may affect the insurance premiums for the Strata Scheme.



- 7.3 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 a sobering up unit dangerous or prejudicial to health; or
 - (b) brothels, massage parlours, introduction agencies, dance schools, dance parties, dating agencies, entertainment halls, reception halls, drug referral centers, drug shooting 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 purposes of this by-law the term drug is a reference to illicit drugs.
- 7.4 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 Without limiting the provision 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 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 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 carpark 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 properly 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 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 instructions 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 the Lot.
- 8.3 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 Where a Carspace is specifically designated to a lot, the Owner or Occupier of that Lot must not:
- (a) use or permit any Carspace(s) attaching to an Owner or Occupier's Lot to be used:
 - (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;

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- (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.
- 9.2 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.
- 9.3 Subject to By-Law 9.6, an owner or Occupier receiving or dispatching goods or furniture shall ensure that any vehicles 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 or other carspaces.
- 9.4 Despite By-Law 9.3, 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.
- 9.5 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
- and 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.
- 9.6 An Owner or Occupier may use the Loading Bay for the purpose of loading and unloading only.
- 9.7 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.
- 9.8 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.
- 9.9 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 Common Property.
- 9.10 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**
- 10.1 In respect to any area of a Lot designated as a storage area or storage space (each "Storage Space"), an Owner or Occupier:
- (a) must not:

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- (i) use or permit to be used any Storage Space other than for the storage of that Owner or Occupier's personal property and must not use or permit the 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 a 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 any Storage Space(s) attaching to an Owner or Occupier's Lot;
 - (iv) except as otherwise provided in these By-Laws, affix any item to the Storage Space;
 - (v) cover, block or restrict fire sprinkler heads within the 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 any items against or in close proximity to any area classified as a wet wall area;
 - (b) must keep the Storage Space free from vermin;
 - (c) ensure a minimum clearance of 500mm from the fire sprinkler heads and pipes, conduits, other transmission lines, or Services infrastructure supplying Services; and
 - (d) may, as a form of screening, install black shade cloth inside the Storage Space.
- 10.2 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 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 attaching to the Lot.
- 11.2 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 & Floor Coverings

- 12.1 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 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) Blackout: Hunter Douglas Blackout – colour, white backing;
 - (iii) Base rail: Hunter Douglas commercial ellipse balance collection, White or Anodised.
- 12.2 Floors in a Lot must be covered or treated to ensure the transmission of noise does not unreasonably disturb any other Owner or Occupier. The requirements of this by-Law 12.2 do not apply to existing tiled surfaces in the kitchen, laundry and bathroom areas. The removal, replacement or interference with any floor or floor coverings in a Lot is deemed to be Works and must be dealt with in accordance with by-Law 19.
- 12.3 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.
- 12.4 An Owner or Occupier must not install or attach insect screens to external windows or doors of a Lot without the prior approval of the Owners Corporation.
- 12.5 If an Owner or Occupier acts in contravention of by-laws 12.1 to 12.4, 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 12.4 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

- 14.1 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;

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- (b) replace that air conditioning unit where it requires replacement;
- 14.2 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 damaged 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 Planter Boxes, plants, landscaping, and occasional furniture may be kept on the balcony of a Lot provided:
- (a) it is of a high quality and finish 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 properly maintained and kept clean, tidy and in good condition at all times; and
 - (h) the Furniture is safely secured to prevent movement due to adverse weather conditions.
- 15.2 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 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 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;
 - (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 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 registration of these By-Laws or with the consent of the Owners Corporation.
- 15.6 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.

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- 15.7 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, conveniences, 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 with the prior written consent of the Owners Corporation.

17 Fire, Health & Safety Regulations in the Strata Scheme

An Owner and Occupier:

- (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 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 the 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 An Owner or Occupier must not mark, paint, drive nails or fix screw of 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 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 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 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 matter; 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 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.
- 18.6 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 Alterations and Works

- 19.1 Should an Owner or Occupier wish to carry out any Works in the Strata Scheme then the Owner must:
 - (a) submit an application and obtain the consent of the Owners Corporation and Council including, but not limited to, providing copies of all applications, approvals, plans and specifications.
 - (b) identify and locate any structural walls and columns, waterproofing, any additional waterproofing or soundproofing requirements, service pipes and lines to ensure they are not damaged or services interrupted;
 - (c) 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 Works, 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;
 - (d) ensure that the contractors employed to carry out the Works are qualified, licensed and have the appropriate insurance, including providing copies to the Owners Corporation;
 - (e) advise the Owners Corporation at least five (5) working days prior to the commencement of the Works and comply with all other By-Laws contained herein, and any other reasonable requirements of the Owners Corporation in relation to access in the moving of building material;
 - (f) if required by the Owners Corporation provide a bond, bank guarantee or other form of security (**Bond**) as required by the Owners Corporation for an amount of not more than \$5000 as security for the 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 Works have been completed to the satisfaction of the Owners Corporation.
- 19.2 The Owners Corporation:
 - (a) may request additional information before it considers an application;
 - (b) must take reasonable steps to consider an application for consent to carry out Works within 4 weeks of the later of consent to that application being requested and the Owner providing all information requested by the Owners Corporation as regards the application;
 - (c) must not unreasonably refuse an application for consent to carry out Works;
 - (d) is deemed to have refused an application for consent if it has not made a decision within three (3) months from the later of the date of receipt of the application for consent and the date the Owners Corporation receives all of the additional information it has requested.
- 19.3 In undertaking the Works, once approved, the Owner or Occupier (including his consultants and contractors) must:
 - (a) use best-quality and appropriate materials in a proper and skilful manner;
 - (b) comply with all conditions and requirements of the Council, the Building Code of Australia (as in force from time to time), the Australian Standards (as designated from time to time) and any conditions of the approval granted by the Owners Corporation, the Council and every relevant Government Agency;

- (c) where the Works comprise or include works to floors (including the installation or replacement or replacement of carpet, tiles, timber or hard surface flooring), ensure that the part of the Works relating to floor finishes complies with the acoustic ratings set by the Australian Association of Acoustic Consultants set from time to time for works of that nature;
- (d) not obstruct the reasonable use of the Common Property in the course of or ancillary to carrying out the Works;
- (e) comply with the requirements of any building consultant or engineer engaged by the Owners Corporation to inspect or supervise the Works for the purpose of ensuring compliance with the provisions of this By-Law; and
- (f) complete the Works as soon as is practicable but at least within three calendar months from commencement of the Works.

19.4 After completion of the Works, the Owner or Occupier (as the case may be) must obtain and provide to the Owners Corporation:

- (a) a certification from the Council or Certifier (where such certification would normally be obtained for Works of that type) that the Works have been satisfactorily completed and are fit for use;
- (b) a report from a certified engineer or consultant certifying that the Works comply with the plans and specifications, any relevant conditions imposed by the Owners Corporation as part of the approval process and the Building Code of Australia and the Australian Standards; and
- (c) repair any damage caused to the Common Property or any other Lot which was caused or contributed to by carrying out of the Works.

19.5 The Owner or Occupier procuring the Works:

- (a) indemnifies the Owners Corporation against any liability, claim or expense arising out of the Works including, but not limited to:
 - (i) an increase in the insurance premium or excess payable by the Owners Corporation;
 - (ii) any work or rectification carried out by the Owners Corporation due to a breach of this By-Law by the Owner; and
 - (iii) any claim by another Owner in respect to any damage or defect of the Works.
- (b) must apply the proceeds of any claim against the contractor who carried out the Works or its insurer towards (or by way of reimbursement) the repair or completion of the Works;
- (c) acknowledges the Owners Corporation may at its option make and conduct any claim against the contractor who carried out the Works or its insurer; and
- (d) 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.

20 Work Health and Safety

20.1 An Owner or an Occupier of a Lot must:

- (a) not create any hazard that may breach occupational health and safety standards, including occupational health and safety standards referable to Australian Standards or under the provisions of the *Work Health and Safety Act 2011* (NSW) and the regulations pertaining hereto and any replacement or re-enactment of that act or those regulations;
- (b) take all necessary precautions when placing furniture or other articles at or near window or balcony balustrades to prevent that furniture or article from falling.

21 Displaying a Sign or Advertisement

21.1 An Owner or Occupier of a Lot must not display, affix or erect a sign, advertisement, notice or poster on:

- (a) a Lot visible from outside the Lot or
- (b) Common Property

21.2 For advertisements such as 'For Sale' or 'For Lease' signs, that are temporarily erected:

- (a) an Owner or Occupier must have the written authority of the Owners corporation to locate and erect, display or permit to remain such advertisement(s) if the sign is to be located on Common Property;
- (b) the Developer, while the Developer is an Owner, does not need the written authority of the Owners Corporation to locate and erect, display or permit to remain such advertisement(s) on any Lot or the Common Property, including an A-frame sign board;
- (c) the sign must be property kept and maintained by the respective Owner or Occupier at their own cost; and
- (d) the Owner or Occupier must repair any damage caused by the placing or removal of any sign at their own cost;
- (e) except in respect of a sign placed by the Developer while it is an Owner, the Owners Corporation may nominate the position (which must be complied with) for the placement of signs, advertisements, notices or posters for the purposes of leasing and sales; and
- (f) must be removed within 7 days of a contract for sale or lease (as the case may be) being entered into.

22 Keeping Animals

22.1 Other than as set out in this By-Law 22, an Owner or Occupier of a Lot must not:

- (a) bring or keep any animal, bird, fish or reptile (each an 'Animal') upon the Lot or the Common Property; or

- (b) permit an Invitee to bring or keep any Animal on the Lot or the Common Property.
- 22.2 Despite any other provisions in these By-Laws, an Owner or Occupier may bring or keep, without the consent of the Owners Corporation, a guide dog, hearing dog or other animal to assist to alleviate the effect of a disability if the Owner, Occupier or Invitee needs the dog or other animal because of a visual disability, a hearing disability or any other disability.
- 22.3 Owners and Occupiers of Lots may, subject to By-Law 22.4:
- (a) keep in a Lot one small pet dog or pet cat ('Pet'), such Pet must not at full age exceed a weight of 10 kilograms;
 - (b) with the consent of the Owners Corporation keep a medium or large size dog (being a dog of a breed which at full age, on average, exceeds a weight of 10 kilograms);
 - (c) other than is permitted under By-Law 22.2, 22.3(a) or (b), an Owner or Occupier not bring or keep an Animal on a Lot or Common Property without first obtaining the consent of the Owners Corporation at a general meeting or extra ordinary general meeting to keep any other Animal.
- 22.4 The Owners corporation must not give an Owner or Occupier consent (and By-Law 22.3 does not permit an Owner or Occupier) to keep:
- (a) an Animal that is vicious, aggressive, noisy or difficult to control; or
 - (b) a dog that is not registered under the *Companion Animals Act 1998* (NSW); or
 - (c) a dangerous dog or a restricted dog under the *Companion Animals Act 1998* (NSW).
- 22.5 Owners and Occupiers in exercising their rights under this By-Law must:
- (a) clean up any excretion of such Pet;
 - (b) ensure that the Pet does not disturb the native birdlife or wildlife on or around the land;
 - (c) ensure that the Pet does not wander onto another Lot or the Common Property;
 - (d) ensure such Pet is kept on a leash or otherwise restrained at all times; and
 - (e) ensure that in keeping with such Pet there is no breach of any other By-Law for the Strata Scheme including without limitation causing any nuisance to other proprietors or occupiers caused by continuous barking or meowing.
- 22.6 The Owners Corporation may revoke an Owner's or Occupier's right to keep a Pet or Animal under By-Law 22.3 if:
- (a) the Owner or Occupier to whom such right is given breaches By-Law 22.3 and does not remedy that breach within 14 days of receiving notice from the Owners Corporation or Strata Manager to do so;
 - (b) the Pet or Animal becomes offensive, vicious, aggressive, noisy or a nuisance; or
 - (c) the Owner or Occupier breaches a condition made by the Owners Corporation when it gave you consent to keep the Animal; or
 - (d) the Owner or Occupier keeps a dog which is a dangerous dog or is not registered under the *Companion Animals Act 1998* (NSW).
- 23 Naming the Strata Scheme**
 The Developer has the right to determine the initial name of the Strata Scheme complex and the Owners Corporation has the sole right and discretion to erect, alter and permit to remain signs on Common Property, subject to approval by any relevant Government Agency, that show the name designated to the Strata Scheme Complex, the address and any directory of the Occupiers.
- 24 Sale or Leasing of Lots**
 While the Developer remains an Owner of any Lot, it and its agents may utilize Common Property and any Lot owned by the Developer as a display Lot for the purpose of allowing prospective purchasers or tenants of a Lot to inspect such display Lot and may place a reasonable number of appropriate signs or other advertising and display material in and about such Lot and about other parts of the Common Property.
- 25 Common Property**
- 25.1 Where some items of Common Property are burdened or benefited (or both) by an Easement, Owners, Occupiers and the Owners Corporation:
- (a) must comply with their obligations under those Easements; and
 - (b) must not do anything to prevent the benefited parties under those Easements from exercising their rights to use Common Property under those Easements.
- 25.2 Subject to the By-Laws, Owners and Occupiers must:
- (a) use Common Property equipment only for its intended purpose; and
 - (b) immediately notify the Owners Corporation if that Owner or Occupier know about damage to or a defect in Common Property; and
 - (c) compensate the Owners Corporation for any damage to Common Property caused by the Owner or Occupier, its visitors or person doing work or carrying out works in the Strata Scheme; and
 - (d) permit the Owners Corporation or any tradesman, contractor or other person engaged or authorised by the Owners corporation access over and through that Owner's or Occupier's Lot for the purpose of accessing Common Property.
- 25.3 Subject to the By-Laws, an Owner of Occupier must have consent from the Owners Corporation to:

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

26 Rules

- 26.1 The Owners Corporation has the power to make Rules about the security, control, management, operation, use and enjoyment of the Strata Scheme and, in particular, the use of Common Property
- 26.2 The Owners Corporation may add to or change the Rules at any time.
- 26.3 Owners and Occupiers must comply with the Rules.
- 26.4 If a Rule is inconsistent with the By-Laws or the requirements of a Government Agency, the By-Laws or requirements of the Government Agency prevail to the extent of the inconsistency.

27 Building Security

- 27.1 The Owners Corporation may take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards. In order to do so the Owners Corporation may:
 - (a) install and operate security cameras, security devices and other surveillance equipment;
 - (b) install and operate fire safety devices and equipment; and
 - (c) make arrangements with third parties about the installation, operations, maintenance, and repair of security and fire prevention equipment.
- 27.2 The Owners Corporation is not liable to an Owner or Occupier if it fails to take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards.
- 27.3 Emergency Service Call Outs
 - (a) An Owner is responsible for the attendance of a member of the fire brigade, police service or ambulance service ('Emergency Services') at the Strata Scheme as a result of action or inaction by an Owner, Occupier or Invitee.
 - (b) If a member of the Emergency Services attends at the Strata Scheme as a result of action or inaction by an Owner, Occupier, or Invitee and, as a result of on such attendance, a charge is imposed on the Owners Corporation, then the Owners Corporation has the following additional authority and power:
 - (i) the authority to enquire of the Emergency Services as to the reason, cause or nature of their attendance;
 - (ii) the power to investigate the attendance by the Emergency Services and to decide (in its reasonable opinion) who is responsible for the attendance of the Emergency Services;
 - (iii) the power to recover the amount of that charge from the Owner of the Lot as a debt due and payable by that Owner.

28 Provision of Amenities or Service

- 28.1 Notwithstanding the provisions of any other by-Law, the Owners Corporation may enter into arrangements with third parties for the provision of the following amenities and services to the Common Property:
 - (a) security;
 - (b) cleaning;
 - (c) garbage disposal and recycling services;
 - (d) electricity, water, gas or other utility services;
 - (e) telecommunications services; and/or
 - (f) other essential services.

29 Refurbishment of Common Property

- 29.1 In addition to its powers under the Strata Management Act and under other of these By-Laws, the Owners Corporation has the power to Refurbish Common Property.

30 Access for Meter Reading and Fire Safety Compliance

- 30.1 An Owner or Occupier of a Lot must on being given reasonable notice by the Owners Corporation or a person authorised by it provide reasonable access for any person required to:
 - (a) effect the reading of any meter located in or about the Lot;
 - (b) carry out inspections in respect of fire safety, or work or occupational health and safety.

31 Garbage Disposal

- 31.1 An Owner or Occupier must:
 - (a) ensure that Garbage is separated, prepared, drained, wrapped and disposed of in accordance with the recycling guidelines of the Owners Corporation, Council and any other Government Agency;
 - (b) only place and leave Garbage in the Residential Garbage Room or other designated by the Owners Corporation (including for recyclable materials) from time to time;
 - (c) arrange at the Owner's or Occupier's own expense, for the removal of Garbage that may be oversized or articles which the Council or contractor would normally remove as part of its normal collection service;

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- (d) remove rubbish and Garbage and clean the relevant part of the Common Property where that Owner or Occupier has split Garbage on the Common Property; and
- (e) where provided, use garbage chutes for disposal of garbage and comply with all Rules for using the garbage chute and must not:
 - (i) deposit bottles or glass in any garbage chute;
 - (ii) deposit or pour liquids in any garbage chute;
 - (iii) deposit items that weigh more than 2.5 kilograms in any garbage chute;
 - (iv) deposit an item in any garbage chute that is reasonably likely to block it.

31.2 An Owner or Occupier must not:

- (a) place, or allow to remain, Garbage or any other articles or items (including but not limited to furniture, clothing on undesignated Common Property or any other Lot (unless with the permission of the Owners Corporation or the respective Owner or Occupier) or on any public access ways such as footpaths, roadways, reserves and the like;
- (b) place any Garbage in an area of the Lot (including Carspace) which is visible from outside the Lot;
- (c) dispose of any Garbage, recyclable material or waste in breach of the recycling guidelines of the Council, any other Government Agency or the Owners Corporation; and
- (d) throw or allow to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of any window, door, skylight or balcony (if any) of any Lot.

31.3 This By-Law 31 does not require an Owner or Occupier to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

31.4 Notwithstanding anything contained in By-Laws 31.1 and 31.2, the Owners Corporation may designate a contractor for the collection of garbage so that the efficiency of collection and the security within the Strata Scheme may be maintained.

32 Notices

- (a) Any notice under these By-Laws must be in writing.
- (b) The Owners Corporation, an Owner or Occupier may send a notice:
 - (i) by hand;
 - (ii) by facsimile transmission;
 - (iii) by security post; or
 - (iv) otherwise as determined by the Owners Corporation from time to time at a general meeting.
 To the last notified address of the intended recipient.
- (c) A notice is deemed to be given:
 - (i) if sent by hand, at the time of delivery;
 - (ii) if sent by facsimile transmission, at the time recorded on the transmission report; and
 - (iii) if sent by security post, at the time that the recipient or its agent acknowledges receipt.
- (d) By-Law 32 (c)(ii) does not apply if:
 - (i) the intended recipient promptly informs the sender that the transmission was received in an incomplete or garbled form; or
 - (ii) the transmission report of the sender indicates a faulty or incomplete transmission.
- (e) If delivery or receipt is not on a Business Day or if receipt is later than 5.00pm local time at the place of delivery, then the notice is deemed to have been delivered and received on the next Business Day.

33 Restricting Access

33.1 The Owners Corporation may for security reasons or effective control and management of the Strata Scheme:

- (a) close off or restrict access to any part of Common Property that is not required for access to a Lot, and restrict access to any part of Common Property that is required for access to a Lot if alternative access is provided, but excepting always those parts of Common Property that are subject to an easement for public access; and
- (b) restrict by Security Device access to areas or levels of Common Property or the Building where an Owner or Occupier does not own or occupy a Lot or have exclusive use rights over Common Property.

34 Building Services

34.1 The Owners Corporation may:

- (a) appoint a Building Manager to provide the Building Services; and
- (b) enter into a Building Services Agreement with the Building Manager to provide those services.

34.2 The Building Services Agreement may contain such provisions in respect to the term of the agreement, any option term, the remuneration of the Building Manager and the frequency and mechanism for review of the remuneration of the Building Manager as approved by the Owners Corporation and is permitted by the Act and/or any other legislation.

34.3 The Building Manager's duties under the Building Services Agreement may include (without limitation) matters such as:

- (a) cleaning services;
- (b) caretaking services;

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- (c) maintenance, repair and replacement services;
 - (d) garbage services (including collection and removal);
 - (e) gardening services;
 - (f) letting, property management and sales services;
 - (g) supervising employees, contractors and agents of the Owners Corporation;
 - (h) arranging for the provision of services by third party contractors;
 - (i) supervising the provision of services provided by third party contractors;
 - (j) providing and maintaining security keys according to the By-Laws;
 - (k) co-coordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
 - (l) general supervision; and
 - (m) anything else that the Owners Corporation agrees is reasonably necessary for the operation and management of the Strata Scheme.
- 34.4 The Building Services Agreement may include provisions about:
- (a) the manner in which the Building Manager must carry out the services and details of any licence or registration required by the Building Manager;
 - (b) the manner in which employees and contractors are to be engaged;
 - (c) the manner in which the Building Manager may be reimbursed for expenses;
 - (d) whether the agreement may be assigned and, if so, the terms upon which the agreement may be assigned; and
 - (e) if permitted by law (including the Act), an agreement between the Owners Corporation (in its own right) and a Building Manager must have provisions about:
 - (i) the right of the Owners Corporation to terminate the agreement early if the Building Manager does not properly perform its functions or comply with its obligations under the agreement; and
 - (ii) the rights of the Building Manager to terminate the agreement early if the Owners Corporation does not comply with its obligations under the agreement.
- 34.5 On the expiration of the Building Services Agreement, the Owners Corporation may enter into a further agreement or agreements with a Building Manager on such terms and conditions as may be agreed between the Owners Corporation and the Building Manager.
- 34.6 The Owners Corporation may, subject to the provisions of the Act, enter into a Building Services Agreement for the period to the first annual general meeting of the Strata Scheme on such terms and conditions as agreed between the Owners Corporation and a Building Manager.
- 34.7 An Owner or Occupier must not interfere with or obstruct the Building Manager from:
- (a) providing the services contemplated by the Building Services Agreement; and
 - (b) using any part of the Common Property in providing the services contemplated by the Building Services Agreement.
- 34.8 An Owner or Occupier may separately contract with the Building Manager to provide services at the sole cost of the Owner or Occupier in respect of their Lot on terms and conditions which those parties may agree provided those terms and conditions do not conflict with the terms of these By-Laws.
- 35 Control on Hours of Operation and Use of Facilities**
- 35.1 The Owners Corporation may make any of the following determinations, if it considers the determination is appropriate for the control, management, administration, use or enjoyment of a Lot or Lots and the Common Property, as to the time and condition for use of:
- (a) facilities situated on the Common Property;
 - (b) services provided to the Owner Corporation; and
 - (c) deliveries to or from a lot or Lots through or on Common Property.
- 36 Telecommunications Services**
- 36.1 Except to the extent permitted by law, the Executive Committee may enter into agreements on behalf of the Owners Corporation to:
- (a) grant to third parties the right to enter into and alter Common Property in order to facilitate and install any structure, cabling, conduit or any other device to supply telecommunications, internet, or cable television services to the Building and the Lots. The right includes a right to build on or add to the Common Property including without limitation any addition on the roof of the Building or the erection of antennae on the Common Property; and
 - (b) do all things necessary to empower a member of the Executive Committee or the Strata Manager to negotiate or apply for or procure a third party to apply for any approvals from Council or any Government Agency to facilitate the rights referred to in By-Law 36.1(a).
- 37 Gas Service**
- (a) Each Owner and Occupier has the special privilege to use the Gas Service servicing that Owner or Occupier's Lot.
 - (b) Each Owner or Occupier must give the Owners Corporation reasonable access to his or her Lot to maintain, repair or replace the connections to the Gas Service.

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- (c) The Owners Corporation must use reasonable endeavours to operate, maintain, repair and replace the Gas Service servicing the Lots.
- (d) The Owner is responsible for the costs of any common gas consumption charges as part of the Gas Service servicing his/her Lot and the costs incurred under By-Law 37(c) (including any amount under By-Law 37(e)) for the Gas Service servicing that Owner's Lot must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (e) The Owners Corporation may enter agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Gas Service servicing the Lots.
- (f) An Owner may allow any Occupier of that Lot to exercise the rights of the Owner under this By-Law. The Owner of the Lot remains liable under these By-Laws for all obligations under this By-Law.

38 Hot Water Service

- (a) Each Owner and Occupier has the special privilege to use the Hot Water System servicing that Owner or Occupier's Lot.
- (b) Each Owner or Occupier must give the Owners Corporation reasonable access to that Owner's Lot to maintain, repair or replace the connections to the Hot Water System.
- (c) The Owners Corporation must use its reasonable endeavours to operate, maintain, repair and replace the Hot Water System.
- (d) The Owners of a Lot is responsible for the costs incurred under By-Law 38(c) (including any amount under By-Law 38(e)) for the Hot Water System servicing that Owner's Lot and must indemnify the Owners Corporation in this regard according to the relative proportion of the respective unit entitlements.
- (e) The Owners Corporation may enter agreements with third party providers in relation to the operation, maintenance, repair and replacement of the Hot Water System.
- (f) An Owner of a Lot may allow any Occupier of that Lot to exercise the rights of the Owner under this By-Law. The Owner of the Lot remains liable under these By-Laws for all obligations under this By-Law.

39 Energy Provider

The Owners Corporation may:

- (a) enter into agreements on such terms as it determines with energy providers "**Energy Provider**) to:
 - (i) provide an electrical embedded network system, hot water metering system, wi-fi system, single and multi-phase meters, cabling and ancillary equipment (**Network Embedded System**) on Common Property;
 - (ii) access, occupy and use Common Property for the purpose of installing and operating a Network Embedded System;
- (b) permit Energy Providers access at all reasonable times to common property to undertake:
 - (i) meter reading, servicing, repair, testing, upgrading and maintenance of the Network Embedded System;
 - (ii) installation and removal of the Network Embedded System; and
 - (iii) marketing and support services to actual and potential customers of the Energy provider.

40 Floor Works

- (a) An Occupier must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission of noise from the floor space of the Lot likely to disturb the peaceful enjoyment of an Occupier of another Lot.
- (b) An Owner must ensure that the Floor Works do not have a weighted standardized impact sound pressure level L'nT, w exceeding 45 when measured in situ in accordance with Australian Standard "AS ISO 140.7-2006 Field measurements of impact sound insulation of floors" and rated to AS ISP 717.2-2004" Acoustics – Rating of sound insulation in buildings and of building elements.
- (c) Before commencement of the Flooring Works, an Owner must:
 - (i) submit to the owners corporation, a duly completed Approved Form. The form must specify in detail the Floor Works to be undertaken and the duration of any impact on the common property or disruption to common property services or access;
 - (ii) lodge the Bond, if requested by the owners corporation;
 - (iii) provide a complete proposal concerning the Floor Works including, but not limited to:
 - (1) plans and specifications of the proposed works;
 - (2) specifications of any sound rating, type, size together with the manufacturer's or suppliers brochure regarding the same; and
 - (iv) obtain written consent to the date for the commencement of the Floor Works from the Owners Corporation upon satisfaction of its obligations of clause (c)(iii)(1) and (2) above.
- (d) An Owner that is carrying out Floor Works with carpet laid over heavy duty underlay or a surface with a weighted standardized impact sound pressure level L'nT, w that is lower than 40, does not need to follow the procedure specified above in clause (b).
- (e) Where an Owner is installing a hard floor surface the owners corporation will:

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- (i) Arrange for a qualified acoustic engineer to analyse and provide a report for the proposed Floor Works, the method of installation and the effect of sound transmission by the works proposed; and
- (ii) Upon receipt of acoustic engineer's report, apply the Bond in payment of the report, and provide the Owner with a copy of receipt for such report.
- (f) Whilst the Floor Works are in progress the Owner of the Lot at the relevant time must:
 - (i) use duly licensed employees, contractors or agents to conduct the Floor Works;
 - (ii) ensure the Floor Works are conducted in a proper and workmanlike manner and comply with the current Building Code of Australia and Australian Standards (except with respect to the standardized impact sound pressure where clause (b) above will apply;
 - (iii) effect and maintain Works Insurance and provide a copy to the Owners Corporation;
 - (iv) ensure the Floor Works are carried out expeditiously and with a minimum of disruption;
 - (v) carry out the Floor Works between the hours permitted by local council. No Floor Works are to be carried out on a Sunday or public holiday unless they are silent works;
 - (vi) transport all construction materials, equipment and debris as reasonably directed by the owners corporation;
 - (vii) not allow tradesperson and contractors at any time to park on common property without the written consent of the owners corporation;
 - (viii) not allow waste bins or skips to be placed on or near the common property without the prior written consent of the owners corporation;
 - (ix) not cause or permit storage, mixing, preparation, cutting or any other work in connection with the Floor Works to be conducted on the common property;
 - (x) protect all affected areas of the Building outside the Lot from damage relating to the Floor Works or the transportation of construction materials, equipment and debris;
 - (xi) ensure that the Floor Works do not interfere with or damage the common property or the property of any other owner other than as approved in this by-law and if this occurs the Owner must rectify that interference or damage within a reasonable period of time;
 - (xii) provide the Owners Corporation's nominated representative(s) access to inspect the Lot within forty-eight (48) hours of any request from the owners corporation (for clarity more than one inspection may be required); and
 - (xiii) observe all the other by-laws applicable to the strata scheme at all times.
- (g) After the Floor Works have been completed the Owner must without unreasonable delay:
 - (i) notify the owners corporation that the Floor Works have been completed;
 - (ii) notify the owners corporation that all damage, if any, to lot and common property caused by the Floor Works and not permitted by this by-law has been rectified;
- (h) provide the owners corporation's nominated representative(s) access the lot to carry out an acoustic analysis and to check compliance with this by-law or any consents provided under this by-law.
- (i) Upon being satisfied that the Floor Works have been completed, the owners corporation may:
 - (i) without reasonable delay, arrange, at the Owner's cost, a qualified acoustic engineer to analyse and provide a report for the Floor Works installed in the Lot;
 - (ii) provide notice to the Owner specifying the date and time upon which access to the Lot is required;
 - (iii) obtain entry into the Lot to permit the carrying out acoustic testing;
 - (iv) upon completion of the acoustic engineer's report, apply the bond in payment of the report and provide the owner with a copy of the receipt for such report;
 - (v) refund the remainder of the Bond to the Owner less any costs incurred by the owners corporation for on in connection with the carrying out of the Floor Works or breach of this by-law.
- (j) The Owner must:
 - (i) comply with all requirements of the owners corporation, the by-laws applicable to the strata scheme and all directions, orders and requirements of any Authority relating to the Floor Works and must be responsible to ensure that the respective servants, agents and contractors of the Owner comply with the said directions, orders and requirements.
 - (ii) ensure that the warranties provided by the Building Code of Australia and Australian Standards are, so far as relevant, complied with; and
 - (iii) comply with the provision of the Home Building Act 1989.
- (k) The Floor Works must:
 - (i) be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract; and
 - (ii) comprise materials that are good and suitable for the purpose for which they are used and must be new.
- (l) An Owner must:
 - (i) properly maintain, replace and keep in good and serviceable repair any Floor Works installed by them;
 - (ii) properly maintain and upkeep those parts of the common property in contact with the Floor Works;
 - (iii) repair and/or reinstate the common property or personal property of the owners corporation to its original condition if the Floor Works are removed or relocated; and



- (iv) indemnify and keep indemnified the owners corporation against any costs of losses arising out of the installation, use, repair, replacement or removal of any Floor Works including any liability in respect of the property of the Owner.
- (m) If an Owner fails to comply with any obligation under this by-law, the Owners Corporation may:
 - (i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
 - (ii) apply the Bond towards costs incurred by the owners corporation to carry out that work;
 - (iii) recover from the Owner the amount of any fine or fee which may be charged to the owners corporation; and
 - (iv) recover any costs from the Owner as a debt due.
- (n) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (a) and (b) above also apply in relation to that removal.

41 Car Wash Bay

41.1 An Owner or Occupier, may use any area designated as a car wash bay only:

- (a) for washing private motor vehicles only;
- (b) for no more than one (1) hour at a time before allowing others waiting to have a turn of using the car wash bay; and
- (c) in accordance with the Rules current from time to time; and
- (d) must leave such car wash bay in a tidy state after use.

By-law 42 – Common Property Storage Spaces

- (1) This Common Property Rights By-law is made for purpose of managing, regulating and controlling the use of the Common Property Storage Spaces located in the basement level on the strata scheme as identified in the Licence Agreement set out in this By-law.
- (2) This Common Property Rights By-law confers on an owner or occupier of the strata scheme special privileges to use a Common Property Storage Space as specified in the Licence Agreement set out in this By-law.
- (3) The strata committee is empowered to enter into a Licence Agreement with an owner or occupier of the strata scheme on behalf of the owners corporation.
- (4) The Licence Agreement shall be assigned to an owner or occupier of the scheme on a first come first serve basis.
- (5) The Annual Licence Fee shall be determined by a market valuation obtained by the strata committee.
- (6) The strata committee is empowered to amend and alter the terms and conditions of the Licence Agreement from time to time as required.
- (7) The owners corporation acknowledge that Common Property Storage Spaces 153, 154 and 155 as identified in the Licence Agreement are subject to a separate special common property rights by-law and that these Common Property Storage Spaces cannot be assigned to an owner or occupier of the strata scheme until such time as the special privileges conferred under that special common property rights by-law are terminated in accordance with the terms and condition of that by-law.

Licence Agreement for use of Common Property

THIS LICENCE is made on the _____ day of _____ the year _____

BETWEEN: THE OWNERS – STRATA PLAN NO 94606 of 101 LORD SHEFFIELD CCT,
PENRITH 2750 in the State of New South Wales (“The Owners Corporation”)

AND: THE OWNER/S or OCCUPIER/S OF LOT _____ being [FULL NAME]
in STRATA PLAN NO 94606 (“Licensee”)

1. BACKGROUND

1.1 The Owners Corporation is an owners corporation created under Strata Plan No.94606.

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- 1.2 The Licensee is assigned special privileges to use that part of the common property on the strata plan as described in the Schedule as the licensed area ("**Licensed Area**").
- 1.3 The Strata Committee of the Owners Corporation has exercised its powers to assign this License under a common property rights by-law and the terms and conditions in this Licence.

2. **WHAT IS AGREED?**

- 2.1 The Owners Corporation grants to the Licensee as from the commencement date set out in the Schedule the special privileges to use and enjoy the Licensed Area to the exclusion of all members of the Owners Corporation and all other persons subject to the terms, covenants, conditions and restrictions contained in this Licence.
- 2.2 The Licensee must pay the Owners Corporation an Annual Licence Fee and this amount is payable in one [1] annual instalment in advance by invoice of the Owners Corporation.
- 2.3 By signing this licence the Licensee:
 - 2.3.1 Acknowledges that the Licensee is aware of and bound by the terms and conditions of this Licence;
 - 2.3.2 Confirms that the Licensee will acquaint each person who will use the Licensed Area under this Licence with the terms and conditions; and
 - 2.3.3 Warrants that each such person will observe the terms and conditions of the Licence.

3. **TERMS AND CONDITIONS**

- 3.1 The **Annual Licence Fee** is set out in the Schedule. The payment made for each year is non-refundable.
- 3.2 The **Licensed Area** is the location specified in the Schedule.
- 3.3 The **License Period** is set out in the Schedule and is subject to the terms, covenants, conditions and restrictions contained in this Licence. The Licence shall roll over automatically upon payment of the Annual Licence Fee.
- 3.4 The Licence shall only be terminable by the Licensee providing one [1] month's written notice of termination or by a resolution passed by the majority of strata committee of the Owners Corporation at a Strata Committee Meeting.
- 3.5 The Licensee must use the Licensed Area for the sole purpose of a storage area for personal property and for no other purpose.
- 3.6 The Licensee may, as a form of screening, install black shade cloth inside the Licensed Area.
- 3.7 The Licensee must not:
 - 3.7.1 use or permit the Licensed Area to be used for the storage of commercial or trade items, or for commercial purposes;
 - 3.7.2 lease, licence or otherwise permit occupation of the Licensed Area by a person who is not an Owner or Occupier of the Lot to which the Licensed Area relates;
 - 3.7.3 except as otherwise provided in these by-Laws, enclose, seal or permit the enclosure or sealing of the Licensed Area attaching to an Owner or Occupier's Lot;
 - 3.7.4 except as otherwise provided in these By-Laws, affix any item to the Licensed Area;
 - 3.7.5 cover, block or restrict fire sprinkler heads within the Licensed Area;
 - 3.7.6 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;

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- 3.7.7 do or permit to be done on the Licensed Area anything illegal or which may be a nuisance or annoyance to members of the Owners Corporation or occupiers of any other units of the Plan;
- 3.7.8 except with the prior written approval of the Owners Corporation, use or store on the Licensed Area any inflammable chemical, liquid or gas or other inflammable material;
- 3.7.9 erect any structure upon the Licensed Area without the prior written approval of the Owners Corporation; and
- 3.7.10 store any items against or in close proximity to any area classified as a wet wall area.
- 3.8 The Licensee must:
 - 3.8.1 Comply with all the by-laws applicable to the Owners Corporation and the Licensee must comply with all directions of the strata committee of the Owners Corporation in relation to the use of the Licensed Area;
 - 3.8.2 Indemnify the Owners Corporation against all actions, claims, demands and damages whether in respect of damage to property, personal injury or otherwise and including all reasonable and proper legal costs (and other expenses suffered or incurred by the Owners Corporation) which any person or company may at any time have or may bring or claim against the Owners Corporation by reason of or caused or aggravated by or relating to the use of the Licensed Area by the Licensee;
 - 3.8.3 Keep the Licensed Area in a good and tenable repair and in a clean and tidy state;
 - 3.8.4 Keep the Licensed Area free from vermin;
 - 3.8.5 Ensure a minimum clearance of 500mm from the fire sprinkler heads and pipes, conduits, other transmission lines, or Services infrastructure supplying Services; and
 - 3.8.6 Allow the strata committee of the Owners Corporation to access any part of the Licensed Area at any time for the purpose of inspecting it, doing any necessary repairs or for any other purpose specified by the Owners Corporation.
- 3.9 This Licence is a personal licence granted to the Licensee for the Licensee's personal use and the Licence cannot be transferred to any other person.
- 3.10 The Licensee is not entitled to exclusive possession of the Licensed Area.
- 3.11 The Owners Corporation shall not be responsible for:
 - 3.11.1 anything stolen from the Licensed Area; or
 - 3.11.2 damage to any articles or items on or about the Licensed Area or Common Property.
- 3.12 All amounts payable in connection with or under this Agreement, including Annual Licence Fees, shall be a debt payable to the Owners Corporation and the Licensee acknowledge that the Owners Corporation may invoice the Licensee for all amounts payable, at such a time as the Owners Corporation determines at its discretion.
- 3.13 The Owners Corporation is entitled to deny the Licensee use of the Licensed Area if the Annual Licence Fee is not paid within three (3) months of the issue of an invoice from the Owners Corporation.
- 3.13.1 The Owners Corporation is entitled to deny the Licensee use of the Licensed Area if the Licensee is in breach of any of the covenants set out in this Licence Agreement provided that the breach has continued for a period of one (1) month after the Licensee has received a notice in writing from the Owners Corporation telling the Licensee of the breach and requiring the Licensee to rectify that breach within that period and the Licensee has failed to do so.
- 3.14 Any notice served under this Licence Agreement on the Licensee will be sufficiently served if addressed to the Licensee and delivered at or posted by security post to the address of the Licensee in New South Wales last known to the Owners Corporation. Any notice sent by post will be taken to have been given 48 hours after posting.
- 3.15 The Licensee shall agree on acceptance of this Licence Agreement to be bound by the terms and conditions of this Licence.

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EXECUTED unconditionally as an Agreement.

.....

..... Member of strata committee

.....
Signature of Witness

Name:

Print name of Witness

.....

..... Date

.....

.....

..... Member of strata committee

.....
Signature of Witness

Name:

Print name of Witness

.....

..... Date

.....

Being persons authorised by Section 273 of the *Strata Schemes Management Act 2015* to attest the fixing of the seal.

.....

Seal of the Owners – Strata Plan No 94606

.....
..... Signature of Licensee

Name:

.....
Signature of Witness

Name:

SCHEDULE

Licensee:

The Owner/s of Lot X

Licensed Area:

The area to be used for personal storage in the Basement Area identified as 153B, 156, 156B, 157, 158, 158B, 159, 160, 161 & 162 on the attached diagram marked "Annexure A".

Commencement date:

The XXXday of MONTH of the year 20[XX].

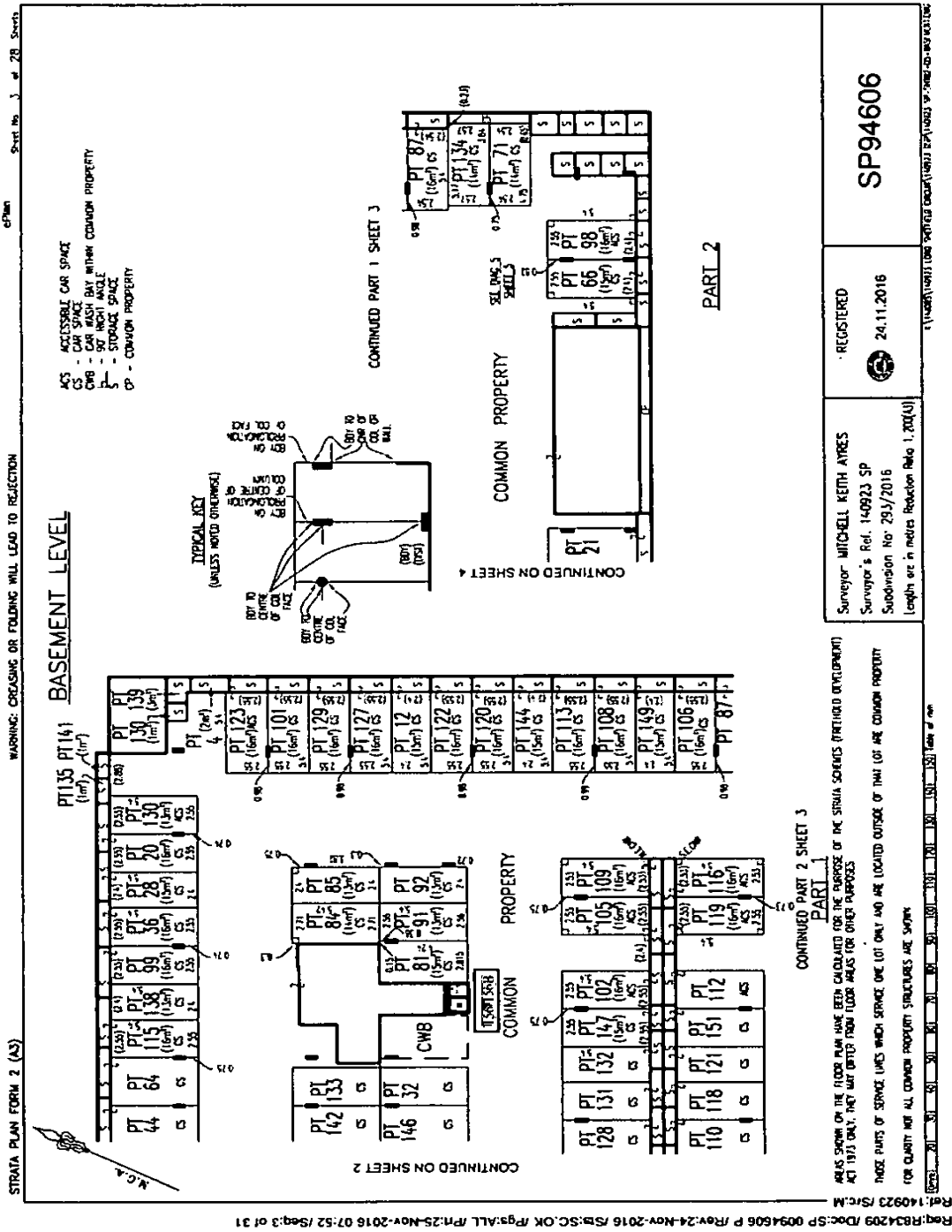
Annual Licence Fee (excl. GST):

[\$XXXX] [\$XXX per annum]

Licence Period:

One [1] year

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By-law 43 – Lot 52, 101 and 143 Storage Space

Purpose of By-law

- (1) This common property rights by-law confers on the Owner of each respective Lot, Special Privileges to use part of the common property for the benefit of that Owner and assigns responsibility for part of the common property for which the Special Privileges are conferred, in accordance with the conditions in this common property rights by-law.

Defined Terms and Interpretation

- (2) “**Lot**” is lot 52, 101, & 143 on the strata scheme.
- (3) “**Owner**” means the owner or owners of the Lot at the time this by-law was registered and is named in clause (4) of this by-law.
- (4) “**Special Privileges**” means the privilege to use part of the common property as set out below, and as identified in the marked Basement Level Plan attached to this common property rights by-law and marked “Annexure A” –

Common Property Storage Space marked “153” is assigned to	Janet Virginia Gamarra Rupa	Lot 52 (A704) on the Strata Plan 94606
Common Property Storage Space marked “154” is assigned to	Xueyue Lin	Lot 143 (D302) on the Strata Plan 94606
Common Property Storage Space marked “155” is assigned to	Mr & Ms E Tuangui	Lot 101 (C304) on the Strata Plan 94606

- (5) In this common property rights by-law, unless the context otherwise requires:
- (a) headings do not affect the interpretation of this common property rights by-law; (b) words importing the singular include the plural and visa versa;
- (c) words importing a gender include any gender;
- (d) words defined in the Act have the meaning given to them in the Act; and
- (e) references to legislation includes references to amending and replacing legislation.
- (6) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this common property rights by-law prevails.

Grant of Special Privileges

- (7) On the conditions set out in this common property rights by-law, the Owners Corporation provides its consent for the Special Privileges granted to each respective Owner.

CONDITIONS

Compensation for Use of Common Property Storage Space

- (8) Each respective Owner and the Owners Corporation accept that there is no compensation payment to be made for the use of the Common Property Storage Space assigned under this by-law.
- (9) Each respective Owner agrees that upon the assignment of the Common Property Storage Space, their existing lot storage space will be locked by the Owners Corporation to ensure that the owner does not have the advantage of the use of two storage spaces at no additional cost.

Termination of Use of Common Property Storage Space

- (10) Each respective Owner acknowledges that the Special Privileges conferred under this by-law terminates on the sale of their Lot.



- (11) Each respective Owner on the sale of their Lot must remove all items stored in the Common Property Storage Space and reinstate the Common Property Storage Space to the condition it was in when assigned under this by-law.
- (12) If the Owner does not remove any items stored in the Common Property Storage Space within fourteen (14) days of notification of sale of their Lot, the Owners Corporation is empowered to treat those items as abandoned goods and dispose of those items accordingly.

Use of Common Property Storage Space

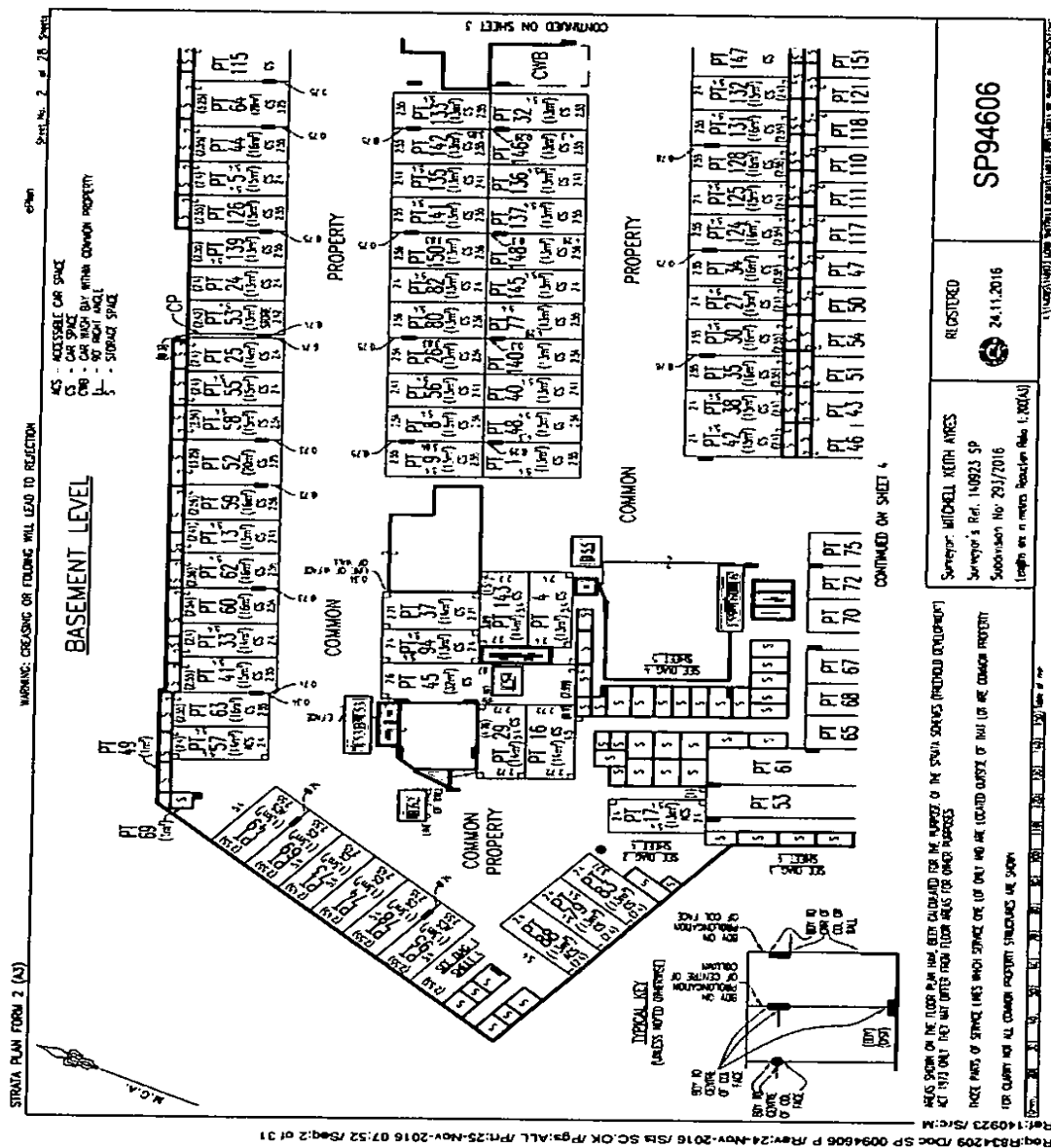
- (13) The Owner of each respective Lot must use the Common Property Storage Space for the sole purpose of a storage area for personal property and for no other purpose.
- (14) The Owner of each respective Lot may, as a form of screening, install black shade cloth inside the Common Property Storage Space.
- (15) The Owner of each respective Lot must not:
- (a) use or permit the Common Property Storage Space to be used for the storage of commercial or trade items, or for commercial purposes;
 - (b) lease, licence or otherwise permit occupation of the Common Property Storage Space by a person who is not an Owner or Occupier of the Lot to which the Common Property Storage Space relates;
 - (c) except as otherwise provided in these By-laws, enclose, seal or permit the enclosure or sealing of the Common Property Storage Space attaching to the Owner's Lot;
 - (d) except as otherwise provided in these By-Laws, affix any item to the Common Property Storage Space;
 - (e) cover, block or restrict fire sprinkler heads within the Common Property Storage Space;
 - (f) 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;
 - (g) do or permit to be done on the Common Property Storage Space anything illegal or which may be a nuisance or annoyance to members of the Owners Corporation or occupiers of any other lot;
 - (h) except with the prior written approval of the Owners Corporation, use or store on the Common Property Storage Space any inflammable chemical, liquid or gas or other inflammable material;
 - (i) erect any structure upon the Common Property Storage Space without the prior written approval of the Owners Corporation; and
 - (j) store any items against or in close proximity to any area classified as a wet wall area.

(16) The Owner of each respective Lot must:

- (a) Comply with all the by-laws applicable to the strata scheme and the Owner must comply with all directions of the strata committee of the Owners Corporation in relation to the use of the Common Property Storage Space;
- (b) Indemnify the Owners Corporation against all actions, claims, demands and damages whether in respect of damage to property, personal injury or otherwise and including all reasonable and proper legal costs (and other expenses suffered or incurred by the Owners Corporation) which any person or company may at any time have or may bring or claim against the Owners Corporation by reason of or caused or aggravated by or relating to the use of the Common Property Storage Space by the Owner of each respective Lot ;
- (c) Keep the Common Property Storage Space in a good and tenantable repair and in a clean and tidy state;
- (d) Keep the Common Property Storage Space free from vermin;
- (e) Ensure a minimum clearance of 500mm from the fire sprinkler heads and pipes, conduits, other transmission lines, or Services infrastructure supplying Services; and

- (f) Allow the strata committee of the Owners Corporation to access any part of the Common Property Storage Space at any time for the purpose of inspecting it, doing any necessary repairs or for any other purpose specified by the Owners Corporation.
- (17) Each respective Owner acknowledges that the Owner is not entitled to exclusive possession of the Common Property Storage Space.
- (18) Each respective Owner acknowledges that Owners Corporation shall not be responsible for:
 - (a) anything stolen from the Common Property Storage Space; or
 - (b) damage to any articles or items on or about the Common Property Storage Space or Common Property.
- (19) The Owners Corporation is entitled to deny the Owner of each respective Lot use of the Common Property Storage Space if the Owner of each respective Lot is in breach of any of the covenants set out in this by-law provided that the breach has continued for a period of one (1) month after the Owner of each respective Lot has received a notice in writing from the Owners Corporation telling the Owner of each respective Lot of the breach and requiring the Owner of each respective Lot to rectify that breach within that period and the Owner of each respective Lot has failed to do so.

Annexure



The seal of The Owners-Strata Plan No 94606 was affixed on ...4 June 2018..... 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]: ...TREVOR BRIGHT.....

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



Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

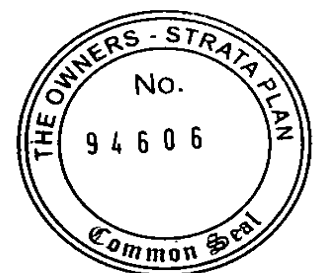
The seal of The Owners - Strata Plan No .94606..... was affixed on ^ ...4 June 2018.....in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

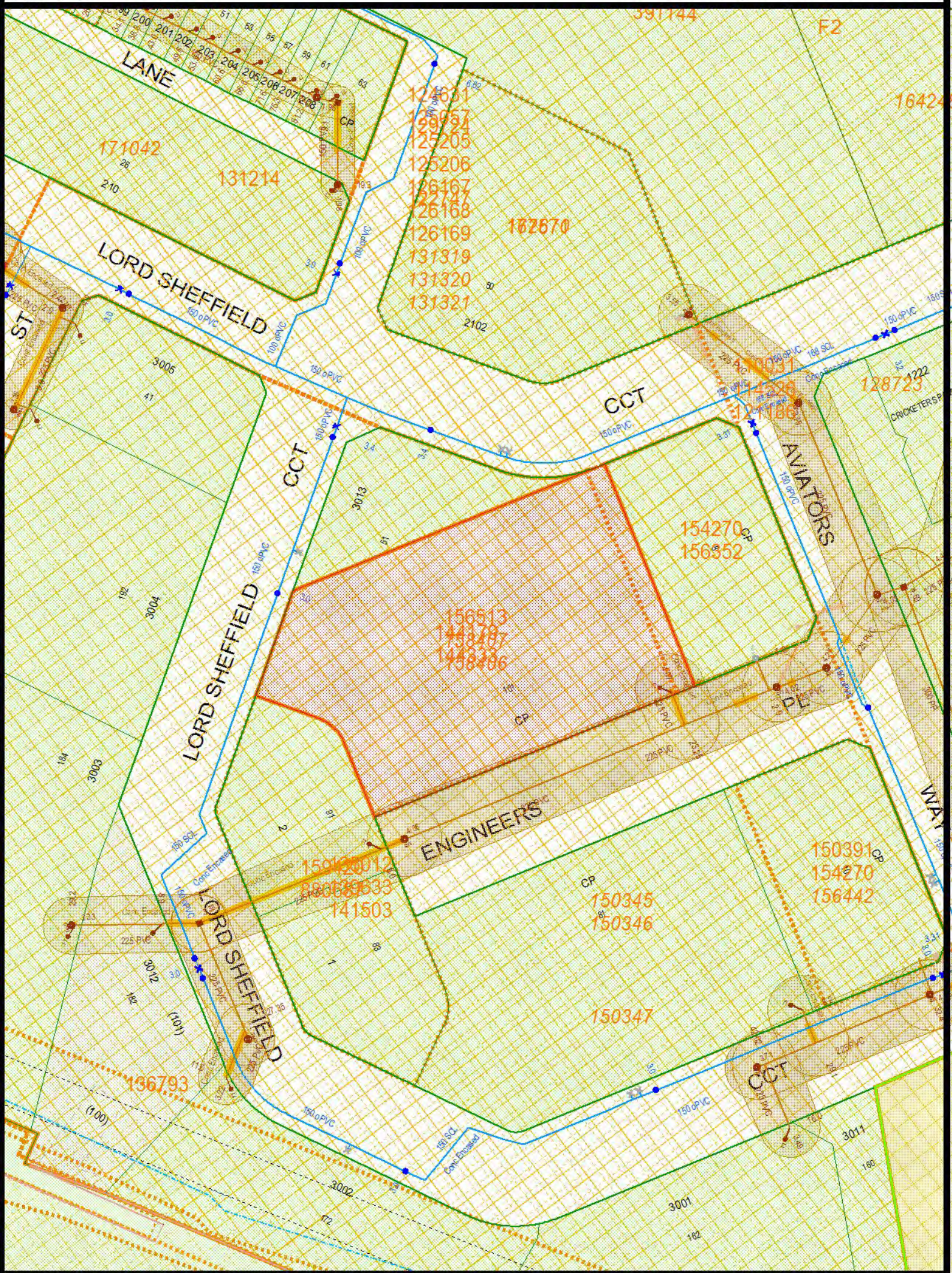
Signature:  Name:TREVOR BRIGHT Authority: ..STRATA MANAGING AGENT...

Signature: Name: Authority:

^ Insert appropriate date

* Strike through if inapplicable.







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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 794946
Your Reference: SL19-117
Contact No.

Issue Date: 22 September 2019
Certificate No: 19/03843

Issued to: Icy Fan Conveyancing
Suite 21 6-8 Holden Street
ASHFIELD NSW 2131

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: CASTLEREAGH

Location: 303/101D Lord Sheffield Circuit PENRITH NSW 2750

Land Description: Lot 144 SP 94606

- PART 1 PRESCRIBED MATTERS -

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

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

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

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

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

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

State Environmental Planning Policy No.1 - Development Standards. (Note: This policy does not apply to the land to which Penrith Local Environmental Plan 2010 or State Environmental Planning Policy (Western Sydney Employment Area) 2009 apply.)

State Environmental Planning Policy No.19 - Bushland in Urban Areas. (Note: This policy does not apply to certain land referred to in the National Parks and Wildlife Act 1974 and the Forestry Act 1916.)

State Environmental Planning Policy No.21 - Caravan Parks.

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

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.

State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).

State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4 of the policy.)

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

State Environmental Planning Policy (State Significant Precincts) 2005.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2013.

State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007.

State Environmental Planning Policy (Infrastructure) 2007.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

State Environmental Planning Policy (Affordable Rental Housing) 2009.

State Environmental Planning Policy (State and Regional Development) 2011.

State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.

State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017.

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

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

An Annual Update Amendment Planning Proposal applies to this land.

The Planning Proposal seeks to resolve several policy changes, contemporise certain elements and undertake “housekeeping” changes which are minor in nature. (See www.penrithcity.nsw.gov.au for details).

Draft State Environmental Planning Policy (Western Sydney Corridors) may apply to the land. Further information is available here: <https://www.transport.nsw.gov.au/corridors>.

On 22 June 2018, the NSW Government announced changes to the recommended alignments for the Western Sydney corridors, including continuing with the previously gazetted 1951 corridor for the Bells Line of Road Castlereagh Connection.

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

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

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

Draft Standard Instrument (Local Environmental Plans) Order 2006 applies to the land.

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

Penrith Development Control Plan 2014 applies to the land.

2 ZONING AND LAND USE UNDER RELEVANT LEPs

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

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

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

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

1 Objectives of zone

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

2 Permitted without consent

Home occupations

3 Permitted with consent

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

4 Prohibited

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Use of certain land at Lord Sheffield Circuit, Penrith

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

Additional information relating to Penrith Local Environmental Plan 2010

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

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

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

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

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

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

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

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

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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

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

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

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

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

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

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

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

2A ZONING AND LAND USE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006

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

3 COMPLYING DEVELOPMENT

HOUSING CODE

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

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

RURAL HOUSING CODE

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

LOW RISE MEDIUM DENSITY HOUSING CODE

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

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

Please note that Council has been deferred from the application of Part 3B of the Low Rise Medium Density Housing Code until 1 July 2020. That Part will not apply to Penrith Local Government Area during this time.

GREENFIELD HOUSING CODE

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

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

HOUSING ALTERATIONS CODE

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

GENERAL DEVELOPMENT CODE

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

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE

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

SUBDIVISIONS CODE

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

DEMOLITION CODE

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE

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

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

FIRE SAFETY CODE

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

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

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

4 COASTAL PROTECTION

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

5 MINE SUBSIDENCE

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

6 ROAD WIDENING AND ROAD REALIGNMENT

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

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

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

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

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

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

(b) Other Public Authority Policies

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

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

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) This land has not been identified as being below the adopted flood planning level (ie. the 1% Annual Exceedance Probability flood level plus 0.5 metre) and as such flood related development controls generally do not apply for dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) if such uses are permissible on the land. Council reserves the right, however, to apply flood related development controls depending on the merits of any particular application. Should future studies change this situation this position may be reviewed.

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

8 LAND RESERVED FOR ACQUISITION

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

9 CONTRIBUTIONS PLANS

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

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, Sydney Regional Environmental Plan No. 30 - St Marys, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

9A BIODIVERSITY CERTIFIED LAND

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

10 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates. Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardships agreements under Part 5 of the *Biodiversity Conservation Act 2016*)

10A NATIVE VEGETATION CLEARING SET ASIDES

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

11 BUSH FIRE PRONE LAND

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

12 PROPERTY VEGETATION PLANS

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

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

14 DIRECTIONS UNDER PART 3A

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (seniors housing), of which the council is aware, issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.)

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

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

17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(Information is provided in this section only if:

- (a) there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land; and/or
- (b) any terms of a kind referred to in clause 17(1) or 37(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 have been imposed as a condition of consent to a development application in respect of the land.)

18 PAPER SUBDIVISION INFORMATION

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

19 SITE VERIFICATION CERTIFICATES

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

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

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

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

20 LOOSE FILL ASBESTOS INSULATION

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

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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

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

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

Note:

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

Additional matters that consent authority must consider

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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

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

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

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

Contact Council for details as to obtaining the additional information.

Warwick Winn
General Manager



per

Please note:

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

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

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