

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Morton Real Estate Penrith</b> <b>5/86 Hnery Street, Penrith, NSW 2750</b>	<b>Phone: 1300 858 221</b> <b>Ref: David Lipman 0409 663 535</b> <b>E: david@morton.com.au</b>
vendor	<b>Yingying YU</b> <b>13 St Pauls Avenue, Castle Hill, NSW 2154</b>	
vendor's solicitor	<b>CKW &amp; Associates Lawyers</b> <b>Suite 403, 2 Help Street, Chatswood NSW 2067</b> <b>DX 29563 Chatswood NSW</b>	<b>Phone: (02) 8456 3499</b> <b>Email: info@ckwassociateslaw.com.au</b> <b>Fax: (02) 8088 6218</b> <b>Ref: CC:P434/21</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date</b> <b>610/81A Lord Sheffield Circuit, Penrith, New South Wales 2750</b> <b>Registered Plan: Lot 59 Plan SP 96192</b> <b>Folio Identifier 59/SP96192</b>	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

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

buyer's agent

\_\_\_\_\_  
vendor

**GST AMOUNT (optional)**

The price includes  
GST of: \$

\_\_\_\_\_  
witness

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

\_\_\_\_\_  
witness

**Choices**

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

**Nominated Electronic Lodgment Network (ELN)** (clause 30)

**Electronic transaction** (clause 30)

☐ no ☐ YES

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

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

**Land tax** is adjustable

☐ NO ☒ yes

**GST:** Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

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

**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW* payment:

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

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

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

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

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

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

## List of Documents

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

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

Bright & Duggan Strata Management  
 PO Box 281, CROWS NEST NSW 1585 Phone: (02) 9902 7100  
 general@bright-duggan.com.au

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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



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

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

### **DISPUTES**

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

### **AUCTIONS**

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

**WARNINGS**

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

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

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

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

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

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

## 2 Deposit and other payments before completion

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

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

## 7 Claims by purchaser

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

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

## 8 Vendor's rights and obligations

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

## 9 Purchaser's default

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

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

## 10 Restrictions on rights of purchaser

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

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

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

## 11 Compliance with work orders

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

## 12 Certificates and inspections

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

## 13 Goods and services tax (GST)

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

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

## 14 Adjustments

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

## 15 Date for completion

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

## 16 Completion

### • Vendor

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

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



**20 Miscellaneous**

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

**21 Time limits in these provisions**

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

**22 Foreign Acquisitions and Takeovers Act 1975**

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

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

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

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

**24 Tenancies**

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

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

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

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

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

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

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

### 31 Foreign Resident Capital Gains Withholding

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

### 32 Residential off the plan contract

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

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## **SPECIAL CONDITIONS**

### **Conditions of sale by auction**

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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 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
    - (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
    - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
    - (c) The highest bidder is the purchaser, subject to any reserve price;
    - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
    - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
    - (f) 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;
    - (g) A bid cannot be made or accepted after the fall of the hammer; and
    - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
  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:
    - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
    - (b) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
    - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.
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**2A.** The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:

- (a) More than one vendor bid may be made to purchase interest of co-owner;
- (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
- (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
- (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

**3.** The following condition, in addition to those prescribed by subclause 1, is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:

- (a) If that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or
- (b) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

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## **SPECIAL CONDITIONS**

The following clauses are the Special Conditions to the Contract for Sale of Land. In the event of any inconsistency between the further provisions and the printed clauses of this contract, these further provisions shall prevail. Each of the further provisions, or part of them, shall be severable from the remainder of the contract. If for any reason, any such provision or part is invalid or unenforceable, the validity or enforceability of the remaining contract will not be prejudiced.

### **1. Prescribed Documents and Amendments to the Contract**

- (a) The Vendor does not warrant the accuracy or completeness of the documents attached to this Contract.
- (b) The Purchaser may not make any objection, requisition, or claim for compensation, or delay completion or rescind or terminate this Contract by reason of any matter disclosed in or omitted, or any inaccuracy or incompleteness of, any document annexed or exhibited to this Contract.
- (c) The standard clause of the Contract is amended as follows:
  - 1) clause 7.1.1: delete "5% of the price" and insert \$500.00;
  - 2) clause 8.1.1: delete the words "on reasonable grounds";
  - 3) clause 10.1: add the words "or delay completion" after the word "terminate";
  - 4) clause 13.2: delete;
  - 5) clause 14.4 is amended by deleting all of the words in the first two (2) lines and replacing them with the words "The parties must adjust land tax (including surcharge land tax, as defined in the Land Tax Act 1956) for the year current at the adjustment date –";
  - 6) clause 14.4.2 and 14.8: delete;
  - 7) clause 16.5: delete "plus another 20% of that fee";
  - 8) clause 16.6: insert the words "The purchaser agrees that the vendor may pay the outstanding land tax on completion.;
  - 9) clause 16.8: delete;
  - 10) clause 16.12: delete the words "if it is in NSW, but the vendor must pay the purchaser's additional expenses; including any agency or mortgagee fee";
  - 11) clause 23.9.1: delete "1%" and insert "5%";
  - 12) clause 23.13: delete and the purchaser is obliged to apply for the information certificate at its own costs;
  - 13) clause 23.14: delete;
  - 14) clause 24.1: delete;
  - 15) clause 24.4.2: delete; and
  - 16) clause 25.1.1: delete "limited".

### **2. Purchasers Acknowledgements, Warranties and Representations**

- (a) The Purchaser represents and warrants that in entering into this Contract the Purchaser:
  - 1) has not relied on any representations or warranties about its subject matter by the Vendor or its agent(s) except those set out in this Contract; and

- 2) has relied only on the Purchaser's own inquiries made on the Purchaser's behalf, which relate to the property.

### **3. Agent**

- (a) The Purchaser represents and warrants that the Purchaser was not introduced to the property by a real estate agent other than the agent referred to on the front page of this Contract.
- (b) In the event that the Purchaser is in breach of the warranty contained in Special Condition 3 (a) the Purchaser hereby agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent arising out of the sale herein provided. This condition shall not merge on completion.

### **4. Condition of Property**

- (a) The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
  - 1) is satisfied as to the current nature, quality, condition and state of repair of the Property;
  - 2) accepts the Property as it is and subject to all defects (latent or patent or both as the case may be) and all dilapidation and infestation and any material or substance of any kind present on, under, in or above the Property (whether known or not known to the Purchaser as a result of its inspection or enquiries); and
  - 3) is satisfied about the purposes for which the Property may be used and the extent of any permissible development of the Property.
- (b) The Purchaser agrees not to make, assert or exercise and releases the Vendor from any right or entitlement it may have at any time against the Vendor in respect of any of the following liabilities which arise directly or indirectly, in connection with the matters referred to in Special Condition 4 (a) (1) to (3) inclusive:
  - 1) all costs, losses or expenses associated with or arising out of complying with a statute, regulation or other law;
  - 2) any legal liability to which the Purchaser is or may be subject;
  - 3) any fines or penalties incurred under law;
  - 4) all costs and expenses incurred in complying with the requirements of any responsible authority; and
  - 5) all other claims, demands, suits, proceedings, causes of action, losses (including consequential losses) damages, costs and expenses, legal or consulting fees and interest, howsoever and whenever arising.

- (c) The Purchaser may not make any objection, requisition or claim for compensation or delay completion of or rescind or terminate this Contract because of anything in connection with:
  - 1) the nature, quality, condition or state of repair of the Property including, without limitation, defects (latent or patent or both, as the case may be), dilapidation or infestation and any material or substance of any kind present on, under, in or above the Property; or
  - 2) the purposes for which the Property may be used; or
  - 3) loss, damage, dilapidation, infestation, mechanical breakdown or reasonable wear and tear which may affect the Property between the date of this Contract and completion, or
  - 4) the roof or surface water drainage from the Property being connected to a sewerage service; or
  - 5) any widening or realignment or proposed widening or realignment of any road or footpath affecting the Property; or
  - 6) any matter disclosed in this Contract.
- (d) The Purchaser shall not require the carrying out of any work or expenditure or any money by the Vendor on or in respect of the property or structures.
- (e) The Purchaser acknowledges that neither the Vendor nor any person on behalf of the Vendor has made any representation or warranty upon which the Purchaser relies as to any financial return to be derived from the Property.

## **5. Particulars of Title**

The purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of any of the following

- (a). The position of any building fences, structures improvements, drains pipes or electrical cables;
- (b). Any encroachments by the subject property;
- (c). Any other matter which may be referred to or disclosed in a survey report whether such survey report is annexed or not.

## **6. Investment of Deposit**

If this Contract states that the deposit is to be invested then the parties direct the deposit holder to invest the deposit (at the risk of the party who becomes entitled to it) with an Australia Bank nominated by the Vendor in an interest bearing account in New South Wales, payable at call, with interest to be reinvested; and pay the net interest, after deduction of all proper bank or government charges, fees or taxes, to the parties equally if this Contract is completed, or otherwise to the party entitled to the deposit.

## **7. Incapacity (Individual)**

If before completion the either party (being an individual)

- (a) dies, or
- (b) loses the capacity to complete the Contract, or
- (c) is made bankrupt,

the other party may rescind this Contract in accordance with Clause 19 of the printed conditions.

## **8. Incapacity (Company)**

If before completion either party (being a company):

- (a) resolves to go into liquidation, or
- (b) has an application for its winding up filed, or
- (c) enters into a scheme of arrangement with its creditors, or
- (d) has a liquidator, receiver, receiver and manager, official manager or administrator appointed to it,

the other party may rescind this Contract in accordance with Clause 19 of the printed conditions.

## **9. Interest on Purchase Money**

- (a) If completion does not take place on the completion date specified by the contract, except by the fault of the Vendor, the Purchaser shall (in addition to the balance of purchase price and any other interest or other sums which may be payable to the Vendor) pay:
  - 1) Interest on the balance of purchase moneys at the rate of twelve (12%) per annum calculated on a daily basis from the completion date to the actual date of completion (both dates are inclusive); and
- (b) Payment of interest in accordance with this clause is an essential term of this Contract.
- (c) The Vendor shall not be obliged to settle unless this amount is tendered at the time of completion.
- (d) The Purchaser hereby acknowledges that interest at the rate specified above represents a genuine pre-estimate of the liquidated damages likely to be suffered by the Vendor as a result of completion not taking place on or before the completion date.

## **10. Notice to Complete**

- (a) The Vendor and the Purchaser must complete the Contract by 5pm on the Completion date.
- (b) If completion does not occur in accordance with special condition 10(a), either party is entitled to issue a notice to complete making time of the essence for completion of this Contract. Both parties agree that a period of fourteen days is a sufficient time to complete this contract.
- (c) It is an essential term of this agreement that if the Vendor serves upon the Purchaser a notice to complete the Purchaser shall pay to the Vendor on completion \$440.00 (inclusive of GST) to cover the Vendor's legal costs and associated expenses incurred in the preparation and service of a notice to complete.

## **11. Services**

The property is sold and the Purchaser shall take title thereto subject to and no objection or requisition or claim shall be made by the Purchaser in respect of the following matters:

- (a) any mains, wires or connections of any authority responsible for the provision of water, sewerage, drainage, electricity, gas or telephone passing through the property or the common property.
- (b) the copy sewerage service diagram, if any, annexed hereto and any matter or thing referred to therein or arising thereout.

## **12. Tax File Numbers**

- (a) Each party will provide his, hers or its tax file number to the deposit holder on or before the date of this contract and authorises the deposit holder to give such tax file numbers to the institution with which the deposit is to be invested.
- (b) If either party does not give his, hers or its tax file number to the deposit holder then the deposit holder is authorised and directed to deduct any and all withholding tax charged against any interest earned by reason of such failure, from that party's proportion of interest earned on the investment of the deposit.

## **13. Finance Approval**

- (a) The Purchaser warrants that prior to the date of this Contract the Purchaser has obtained finance or credit on reasonable terms or does not require finance to complete this Contract.
- (b) For the purposes of this Special Condition 13 "credit" has the same meaning as given to it in Section 4 (1) of the Consumer Credit (New South Wales) Code.
- (c) The Vendor in entering into this Contract relies on the warranty given by the Purchaser pursuant to Special Condition 13 (a).

## **14. Stamp Duty**

The Purchaser must:

- (a) pay all stamp duties which are payable in connection with this Contract; and
- (b) indemnify the Vendor against any liability which results from default, delay or omission to pay those duties or failure to make proper disclosure to the Office of State Revenue in relation to those duties.

**15. Approvals of Authorities**

- (a) The Purchaser represents and warrants to the Vendor that:
  - 1) it has satisfied itself as to the terms and conditions on which all relevant authorities approved of the construction of the improvements situated on the Property; and
  - 2) the Purchaser has made its own independent enquiries to ascertain the terms and conditions on which all relevant authorities have approved of the construction of the improvements upon the Property.
- (b) Without limiting the generality of Special Condition 15 (a) hereof, any warranties or representations made or given by or on behalf of the Vendor, express or implied in respect of the terms and conditions of approvals referred to in Special Condition 15 (a) are not relied upon by the Purchaser in inducing it to enter into this Contract.
- (c) The Purchaser indemnifies the Vendor from and against all actions, claims, costs, damages, expenses, judgments, losses, orders, proceedings, summons suits and writs of any nature whatsoever arising out of or in connection with anything done or omitted to be done after the date of completion in respect of the approvals referred to in Special Condition 15 (a) and may not:
  - 1) make any objection, requisition, or claim for compensation; or
  - 2) delay completion; or rescind or terminate,this Contract by reason of any term or condition of any approval referred to in Special Condition 15 (a) or in respect of any other matter or thing referred to in this Special Condition 15.

**16. Fixtures and Fittings Excluded**

The Purchaser hereby acknowledges that the plant, fixtures and fittings (if any) more particularly described beside the heading exclusions on the front page of this Contract are excluded from the sale.

**17. Representations and Warranties**

The Purchaser represents and warrants that:

- (a) it has in full force and effect the authorisations necessary to enter into this Contract and any related agreement, observe obligations under them and allow them to be enforced;
- (b) it is not entering into this Contract as a trustee.

## **18. Improvements**

The Purchaser may not make any objection, requisition or claim or delay completion of or terminate or rescind this Contract because the Vendor cannot give the Purchaser information about who erected the improvements on the Property or because the improvements were erected by an unlicensed or unauthorised person.

## **19. Guarantee**

- (a) If the Purchaser is a company (other than a company listed in the Australian Stock Exchange), the performance of the Purchaser's obligations under this Contract must be guaranteed by the Guarantor.
- (b) For the purposes of this Contract, Guarantor, means either:
  - 1) two directors of the Purchaser;
  - 2) a director and secretary of the Purchaser; or
  - 3) the sole director and secretary of the Purchaser (as appropriate).
- (c) The Guarantor must execute this Contract and by the Guarantor's execution of this agreement, acknowledges incurring obligations and giving rights under the guarantee and indemnity in this Special Condition 23 for valuable consideration from the Vendor including without limitation, the agreement of the Vendor to enter into this agreement at the request of the Guarantor.
- (d) The covenants, guarantees and indemnities in this Special Condition are Severable.
- (e) The Guarantor unconditionally and irrevocably guarantees to the Vendor:
  - 1) the payment to the Vendor of the balance of the purchase price by the Purchaser;
  - 2) the payment to the Vendor of every other amount payable by the Purchaser under this Contract, and
  - 3) the performance of the Purchaser's obligations under this Contract
- (f) The Guarantor indemnifies the Vendor against any claim or action and costs arising there from in connection with or arising from any breach or default or attempted breach or default by the Purchaser of its obligations under this Contract.
- (g) This guarantee and indemnity:



- 1) is a principal obligation and will not be treated as ancillary or collateral to any other right or obligation however created or arising;
  - 2) may be enforced against the Guarantor without the Vendor first being required to exhaust any remedy it may have against the Purchaser;
  - 3) is irrevocable and will remain in full force and effect until discharged and will bind the estates of the Guarantors.
- (h) The Guarantor must pay on demand any money due to the Vendor by reason of this indemnity including the balance of the purchase price, the adjustments due to the Vendor and interest payable by the Purchaser to the Vendor.
- (i) The Guarantor is jointly and severally with the Purchaser liable to the Vendor for:
- 1) the Purchaser's observance and performance of its obligations under this Contract; and
  - 2) any damage incurred by the Vendor as a result of the Purchaser's failure to observe and perform its obligations under this Contract or its default under this Contract or the termination of this Contract by the Vendor.
- (j) The Guarantor must pay the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of a right of the Vendor under this Special Condition.
- (k) The Guarantor's obligations are not affected if:
- 1) the Vendor releases or enters into a composition with the Purchaser;
  - 2) a payment made to the Vendor is later avoided; or
  - 3) the Vendor assigns or transfers the benefit of this Contract.
- (l) If the Vendor assigns or transfers the benefit of this Contract, the assignee receives the benefit of the Guarantor's covenants, agreements, guarantees and indemnities.
- (m) The obligations of the Guarantor under this clause are not released discharged or otherwise affected by:
- 1) failure by one or more Guarantors to have executed this guarantee and indemnity, validly or otherwise;
  - 2) the grant of any time, waiver, covenant not to sue or other indulgence;
  - 3) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person, the release or discharge of any person;
  - 4) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;

- 5) a variation of this Contract including a variation in the date of completion of this Contract, any moratorium or other suspension of a right, power, authority, discretion, remedy conferred on the Vendor by this Contract, a statute, a court or otherwise;
  - 6) payment to the Vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable;
  - 7) the Purchaser becoming insolvent, going into liquidation, official management, receivership, arrangement, administration or winding up, or
  - 8) a receiver and/or manager, liquidator, administrator, or other similar person being appointed in respect of the Purchaser or any of its assets or undertakings.
- (n) Any failure by the Purchaser to comply with Special Condition shall constitute a breach of this Contract entitling the Vendor to terminate this Contract.

## **20. General**

### **Entire Agreement**

This Contract constitutes the entire agreement of the parties about the subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

### **Particulars of title**

The Purchaser acknowledges that the particulars of title set out in this Contract are sufficient to enable the Purchaser to prepare the transfer and the Purchaser may not request the Vendor to provide the Purchaser with any further statement of the Vendor's title to the property.

### **Conflict with the Printed Conditions**

In the event of any conflict between the provisions of these additional Special Conditions and those contained in the printed conditions of this Agreement, these Special Conditions will prevail.

### **Obligations**

Each obligation, representation, warranty, covenant, agreement, undertaking, acknowledgement, and indemnity ("Obligation") of the Purchaser in this Contract is a continuing Obligation and survives completion, rescission or termination (whichever in fact occurs). It is not necessary for the Vendor to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.

### **Headings**

Headings are inserted for convenience and do not affect the interpretation of this Contract.

## **Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the State of New South Wales and each of the parties submits to the jurisdiction of the courts of New South Wales.

## **21. Interpretation**

In this Contract unless the contrary intention appears:

- (a) a reference to this agreement or another instrument includes any variation or replacement of any of them,
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa
- (d) the word "person" includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (e) an agreement, representation, indemnity or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (f) an agreement representation, indemnity or warranty on the part of two or more persons binds them jointly and severally;
- (g) the word "person" includes a natural person, a firm<sup>1</sup>, body corporate, an unincorporated association or an authority;
- (h) a reference to anything (including any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (i) words importing any gender shall include the other gender;
- (j) a reference to a clause or annexure or exhibit shall be construed as a reference to a clause annexure or exhibit to this Contract and references to this Contract shall include any annexures and exhibits.

## **22. Requisitions on Title**

It has been agreed that the Requisitions on Title are as per enclosed with replies to these requisitions. The purchaser cannot make other Requisitions on Title and no further replies will be provided.

## **23. Release of Deposit**

The purchaser agrees the deposit shall be released to the vendor after exchange if required by the vendor for the use in relation to the vendor's purchase of real estate, stamp duty or any other related payments.

## **24. Discrepancy at Settlement**

Each party agrees that if on completion any adjustment of outgoings or any part of the sale price of the land, required to be made under the contract is overlooked or incorrectly calculated or an incorrect settlement cheque drawn, the party will forthwith upon being

requested by the other party to make the correct calculation and pay such amount or amendments. This clause will not merge on completion.

**25. Re-scheduled Settlement**

In the event the settlement does not take place at the scheduled date, or is cancelled after appropriate arrangements have been made, due to the purchaser and/or their mortgagee and through no fault of the vendor. In addition to any other monies due and payable by the purchaser on completion, the purchaser must pay an additional \$165.00 (GST inclusive) on settlement to the vendor to cover the legal costs and other expenses incurred in rescheduling the settlement booking as a consequence of the delay.

**26. Information Certificate**

The standard conditions clause 23.13 and clause 23.14 of the contract are deleted. The vendor is not obliged to provide an information certificate under section 184 of the Strata Schemes Management Act 2015 or section 26 of the Community Land Management Act 1989 and the vendor authorises the purchaser to apply for such certificate at the purchaser's own costs.

**27. Cooling off Period**

In the event that this Contract is subject to a cooling-off period and the purchaser applies for and is granted an extension to the cooling-off period by the vendor, then in such event the sum of \$165.00 (GST inclusive) to cover the legal costs and expenses incurred by the vendor as a consequence of the extension to the cooling-off period shall be payable by the purchaser to the vendor by way of adjustment on completion.

**28. Deposit**

The parties acknowledge that it is a fundamental condition of the contract that a deposit of 10% of the purchase price is payable and shall be forfeited to the vendor in the event of the purchaser's default under this contract. In the event that the vendor agrees to accept less than 10% of the purchase price to be paid by the purchaser, either on or before the date of exchange or prior to the expiry of any cooling off period granted under this contract, then the balance of the deposit (being 10% of the purchase price) shall be paid to the vendor on the date of completion, in the event that the contract is completed, or immediately upon notice being served on the purchaser or the purchaser's solicitor by or on behalf of the vendor in the event this contract is terminated.

**29. Deposit Release for Completion**

The purchaser agrees that, if required by the vendor, the purchaser will authorise the depositholder to release so much of the deposit held by the depositholder as directed by the vendor's solicitor prior to completion if required by the vendor to effect completion of this contract. The vendor agrees that the amount of the deposit released will be held by the vendor's solicitor in escrow pending the completion. The parties agree that no further

authority will be required for such release as the necessary authority is contained in this special condition.

**30. Vendor's entitlement to caveat**

Any money payable by the purchaser to the vendor but for any reason unpaid on completion is not waived on completion but remains a debt which must be paid by the purchaser. The debt and interest and costs arising from the debt are secured by a charge over the Property after completion and the purchaser authorises the vendor to register a caveat over the Property in respect of that charge until such debt is fully paid.

**31. Settlement during Christmas Period**

The purchaser agrees that should the settlement date fall from 23 December 2021 to 10 January 2022, the parties will amend the settlement date to 12 January 2022. In the event that the purchaser requests the settlement to take place during the above period, the purchaser will pay the vendor the extra cost of \$880.00 (GST inclusive).



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 59/SP96192

SEARCH DATE	TIME	EDITION NO	DATE
5/7/2021	8:45 PM	4	17/11/2020

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.  
CONTROL OF THE RIGHT TO DEAL IS HELD BY AUSTRALIA AND NEW ZEALAND BANKING  
GROUP LIMITED.

LAND

LOT 59 IN STRATA PLAN 96192  
AT PENRITH  
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

YINGYING YU (T AM735869)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP96192
- 2 AQ563418 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP  
LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP96192

SEARCH DATE	TIME	EDITION NO	DATE
5/7/2021	8:44 PM	4	31/12/2020

LAND

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

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

FIRST SCHEDULE

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

SECOND SCHEDULE (12 NOTIFICATIONS)

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

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP96192

PAGE 2

## SECOND SCHEDULE (12 NOTIFICATIONS) (CONTINUED)

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

## SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

## STRATA PLAN 96192

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

END OF PAGE 2 - CONTINUED OVER



FOLIO: CP/SP96192

PAGE 3

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

## STRATA PLAN 96192

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

## NOTATIONS

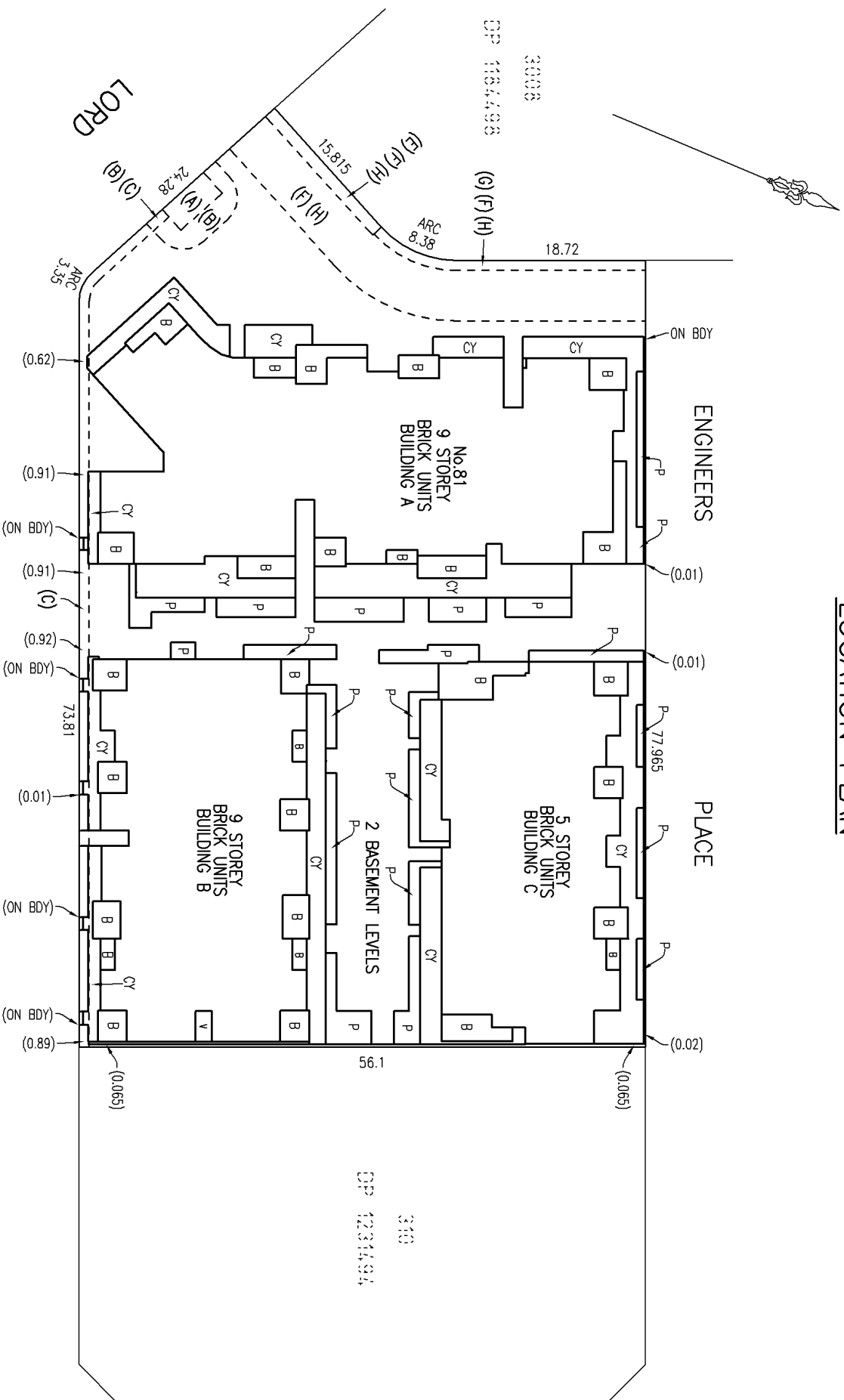
UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

P434/21

PRINTED ON 5/7/2021

## LOCATION PLAN



- (A) - EASEMENT FOR PADMOUNT SUBSTATION 2.77 WIDE (DP 1234247)
- (B) - RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (DP 1234247)
- (C) - EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1234247)
- (E) - EASEMENT FOR SERVICES 1 WIDE (DP 1234217)
- (F) - RIGHT OF CARRIAGEWAY 6 WIDE (DP 1234217)
- (H) - RIGHT OF CARRIAGEWAY 6 WIDE (DP 1184498)

B - BALCONY  
CY - COURTYARD  
P - PLANTER  
V - VOID

Surveyor: MITCHELL KEITH AYRES  
Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017  
Lengths are in metres. Reduction Ratio 1:400(A3)

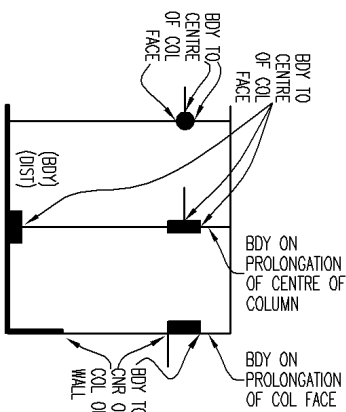


30.8.2017

SP96192



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



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Subdivision No: 280/2017

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

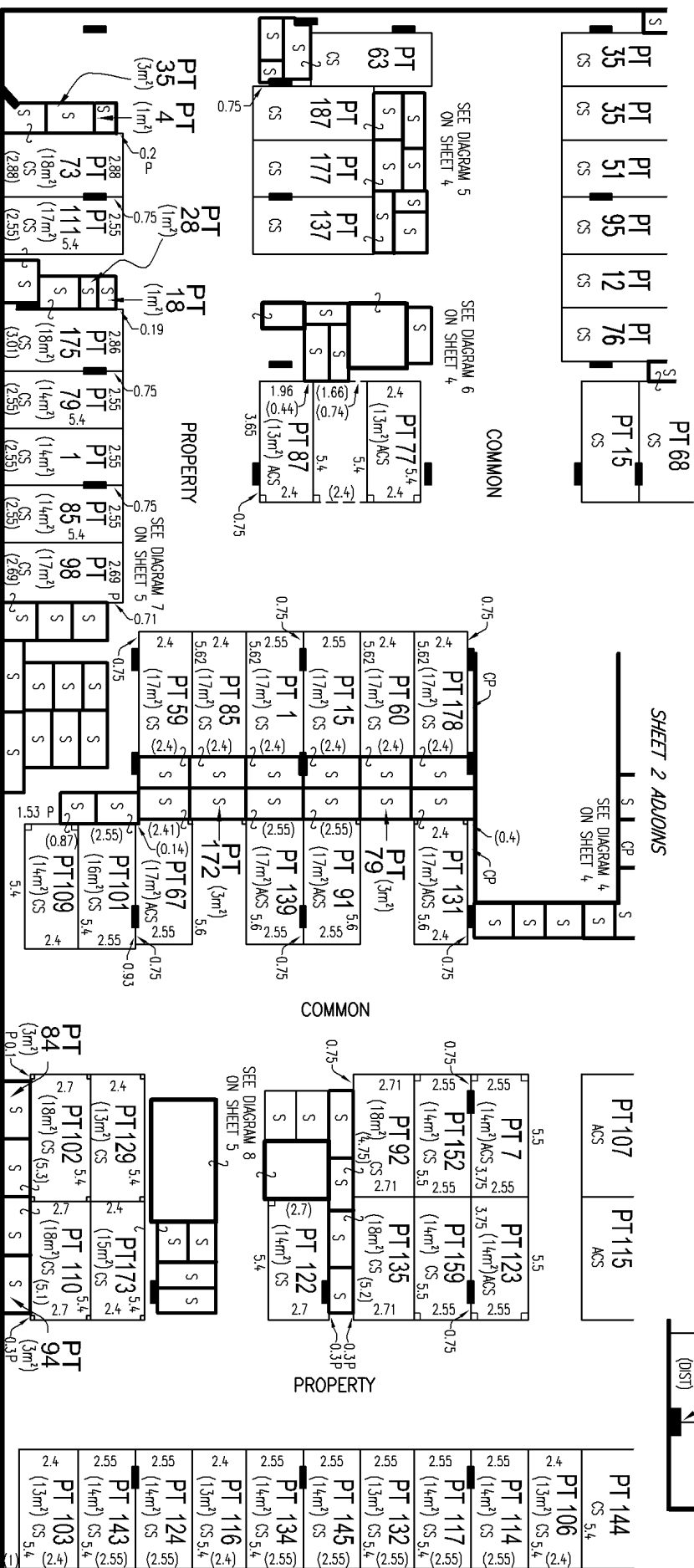


SP96192

## BASEMENT LEVEL 2

TYPICAL KEY  
(UNLESS NOTED OTHERWISE)

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



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

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

Surveyor: MITCHELL KEITH AYRES

Surveyor's Ref: 150514 SP

Subdivision No: 280/2017

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



30.8.2017

SP96192

## BASEMENT LEVEL 2

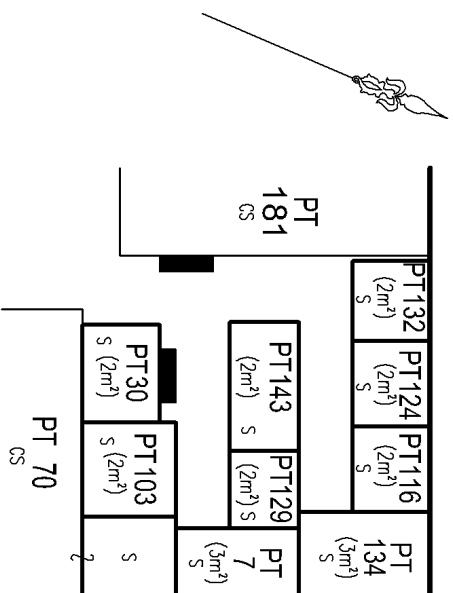


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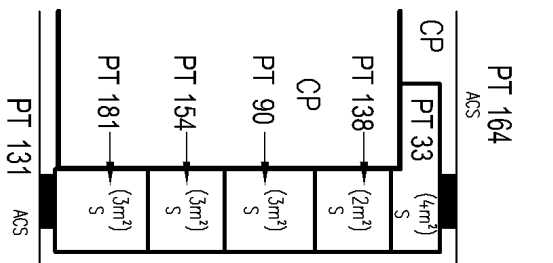


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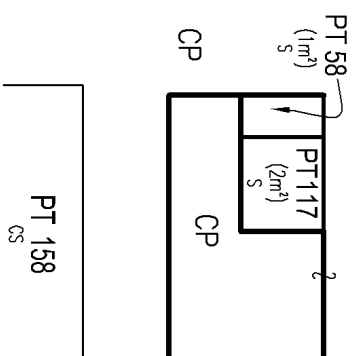


DIAGRAM 2

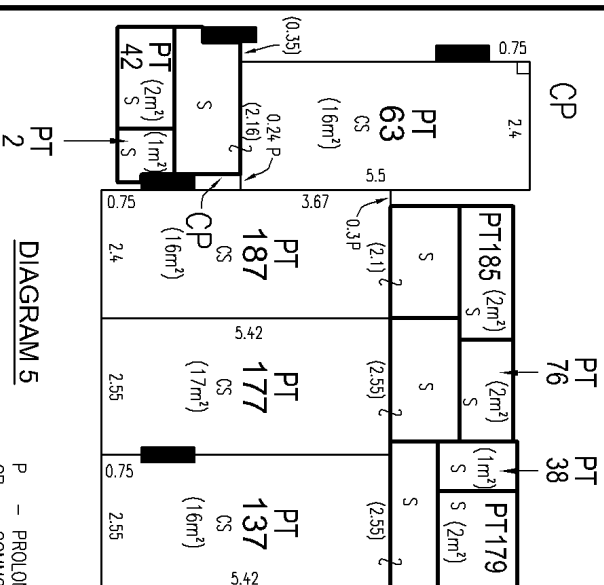


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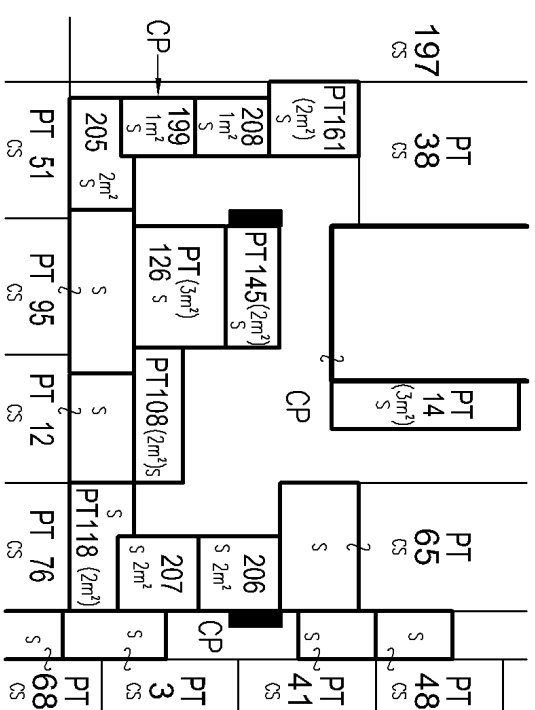


DIAGRAM 3

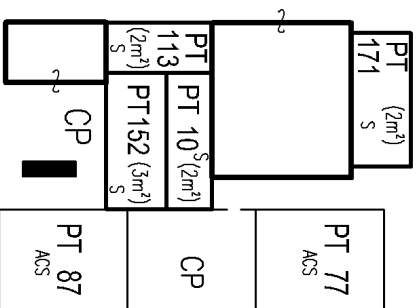
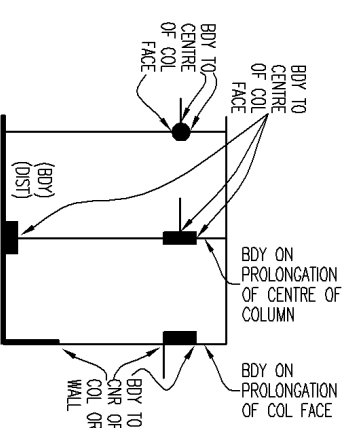


DIAGRAM 6

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

TYPICAL KEY  
 (UNLESS NOTED OTHERWISE)



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

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: MITCHELL KEITH AYRES

Surveyor's Ref: 150514 SP

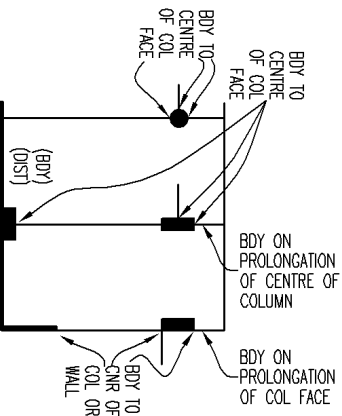
Subdivision No: 280/2017

Lengths are in metres. Reduction Ratio 1:100(A3)

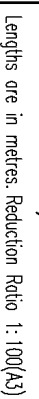
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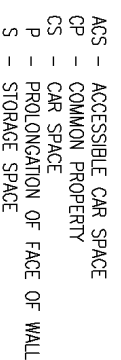
SP96192



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN



SEE DIAG 9  
SHEET 8



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

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



SP96192

TYPICAL KEY  
(UNLESS NOTED OTHERWISE)

(UNLESS NOTED OTHERWISE)



FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

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



SP96192



## BASEMENT LEVEL 1

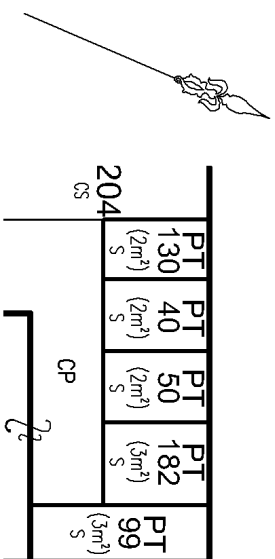


DIAGRAM 9

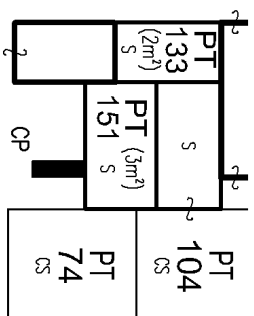


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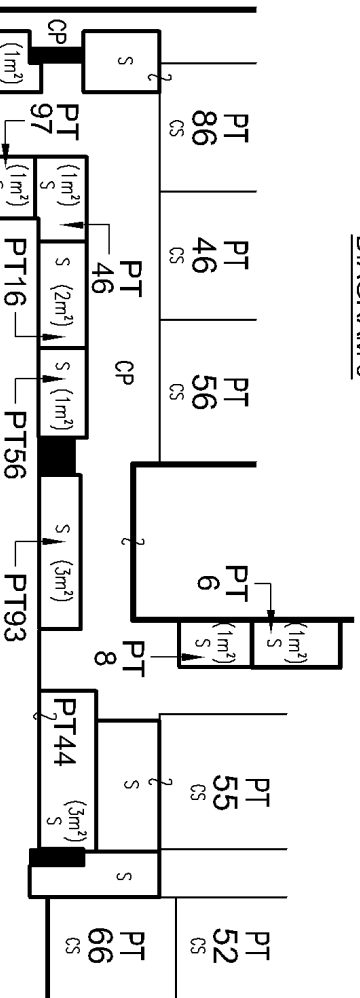


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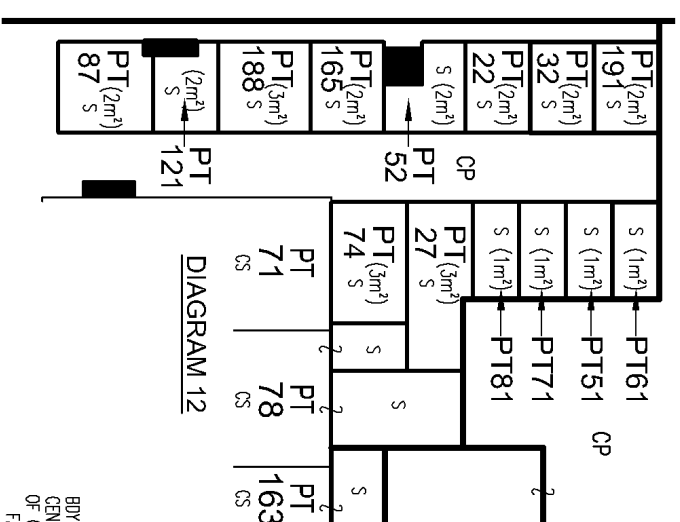


DIAGRAM 12

UNLESS NOTED OTHERWISE

TYPICAL KEY

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

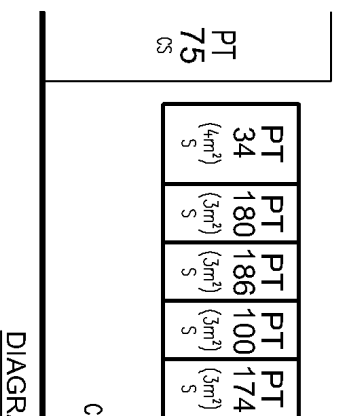
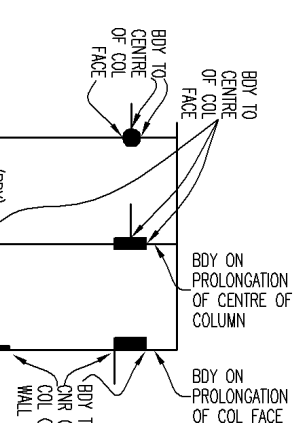


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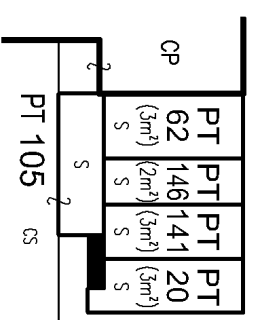


DIAGRAM 14

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (DEVELOPMENT ACT 2015) ONLY. THEY MAY DIFFER FROM FLOOR 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: 150514 SP

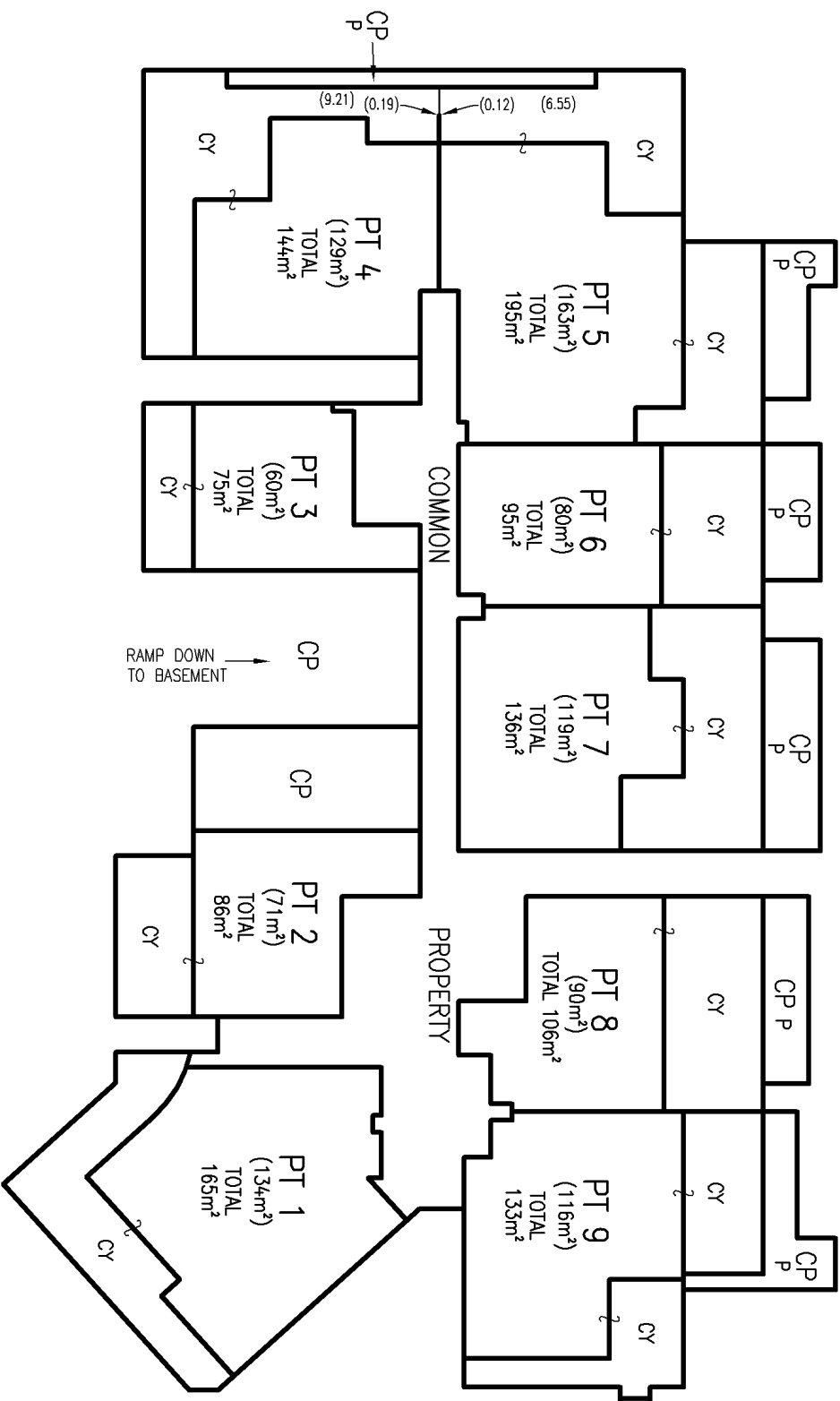
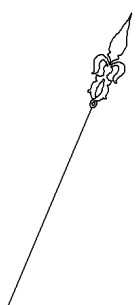
Subdivision No: 280/2017

Lengths are in metres. Reduction Ratio 1:100(A3)

30.8.2017

SP96192

## GROUND LEVEL BUILDING A



CP - COMMON PROPERTY  
CY - COURTYARD  
P - PLANTER

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

AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEMES (DEVELOPMENT ACT 2015)  
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Surveyor: MITCHELL KEITH AYRES

Surveyor's Ref: 150514 SP

Subdivision No: 280/2017

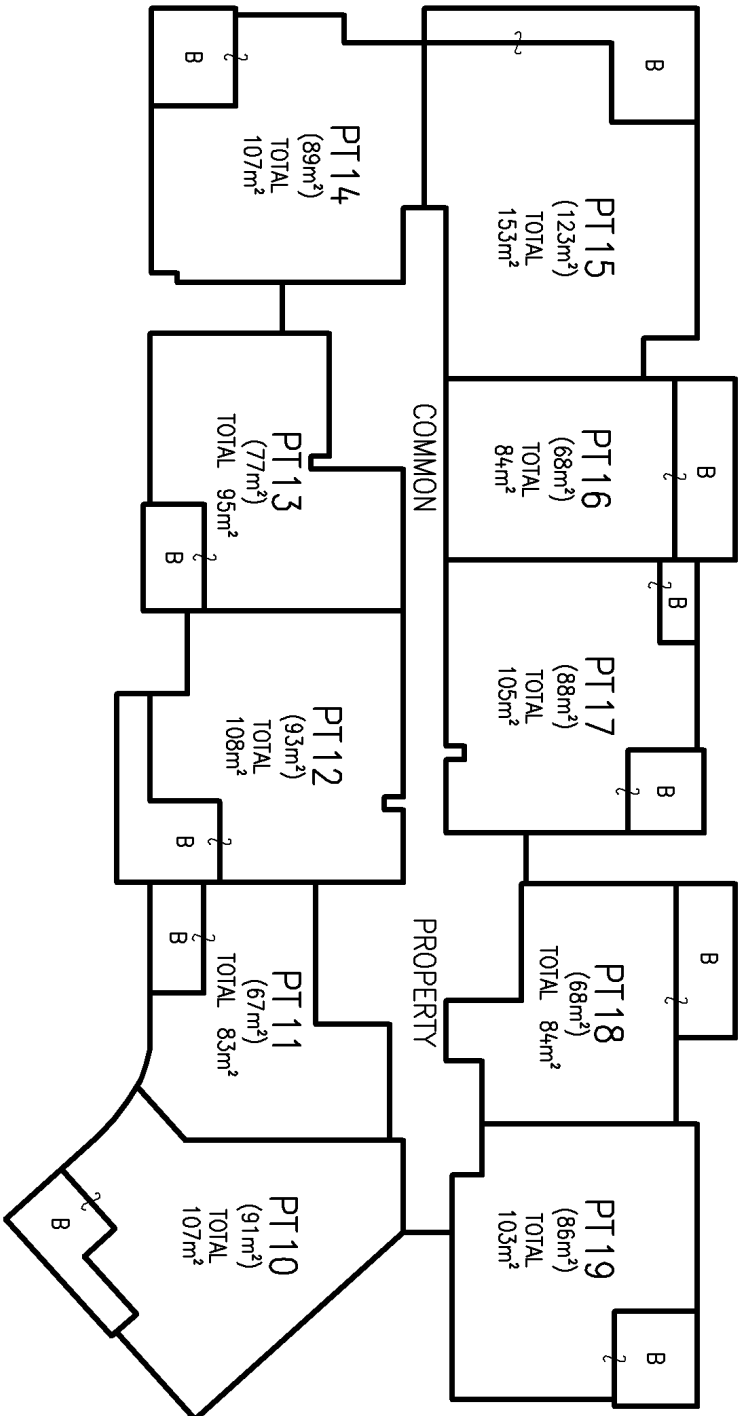
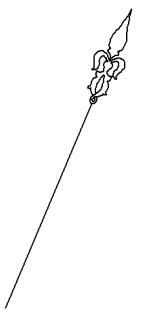
Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017

SP96192

LEVEL 1  
BUILDING A



B - COVERED BALCONY

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

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

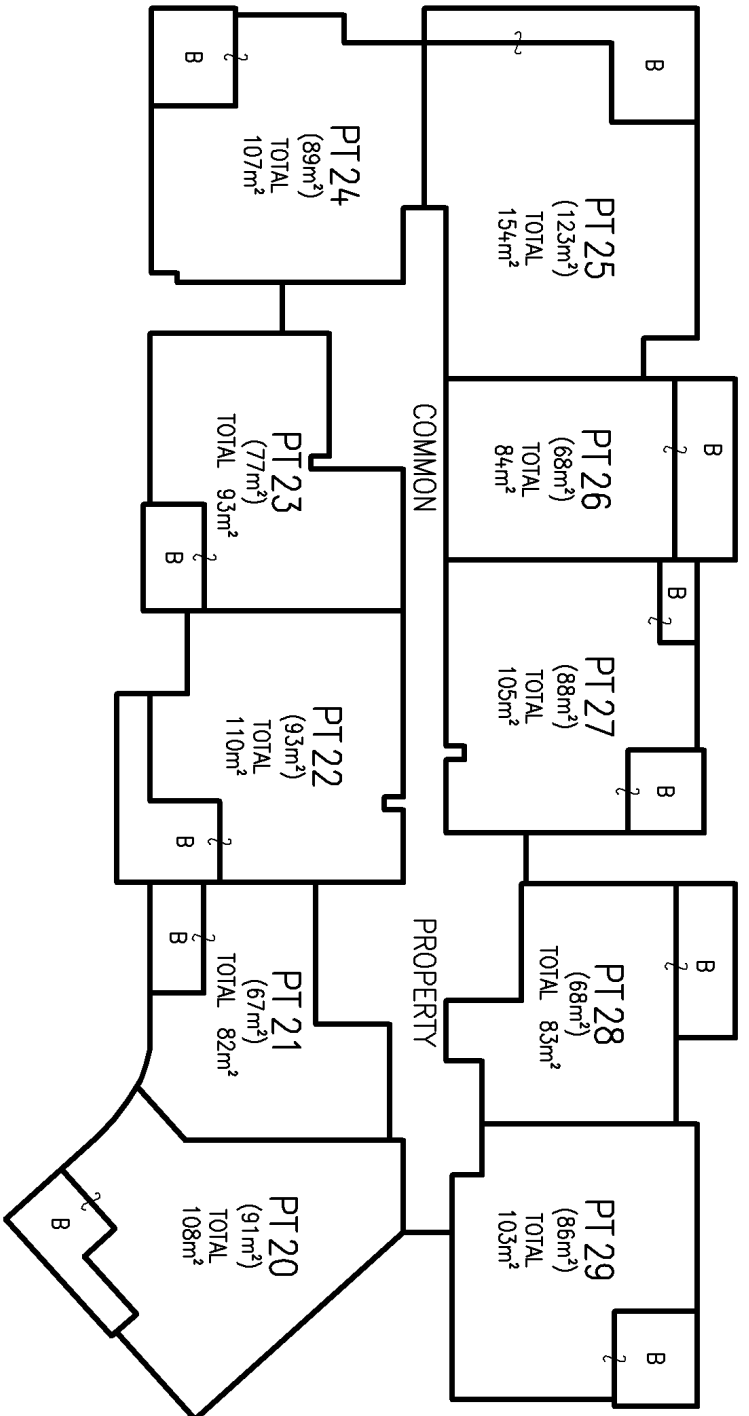
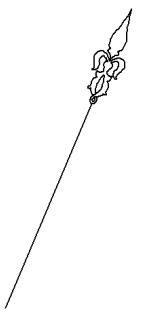
Surveyor: MITCHELL KEITH AYRES  
Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017  
Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017

SP96192

LEVEL 2  
BUILDING A



B - COVERED BALCONY

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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

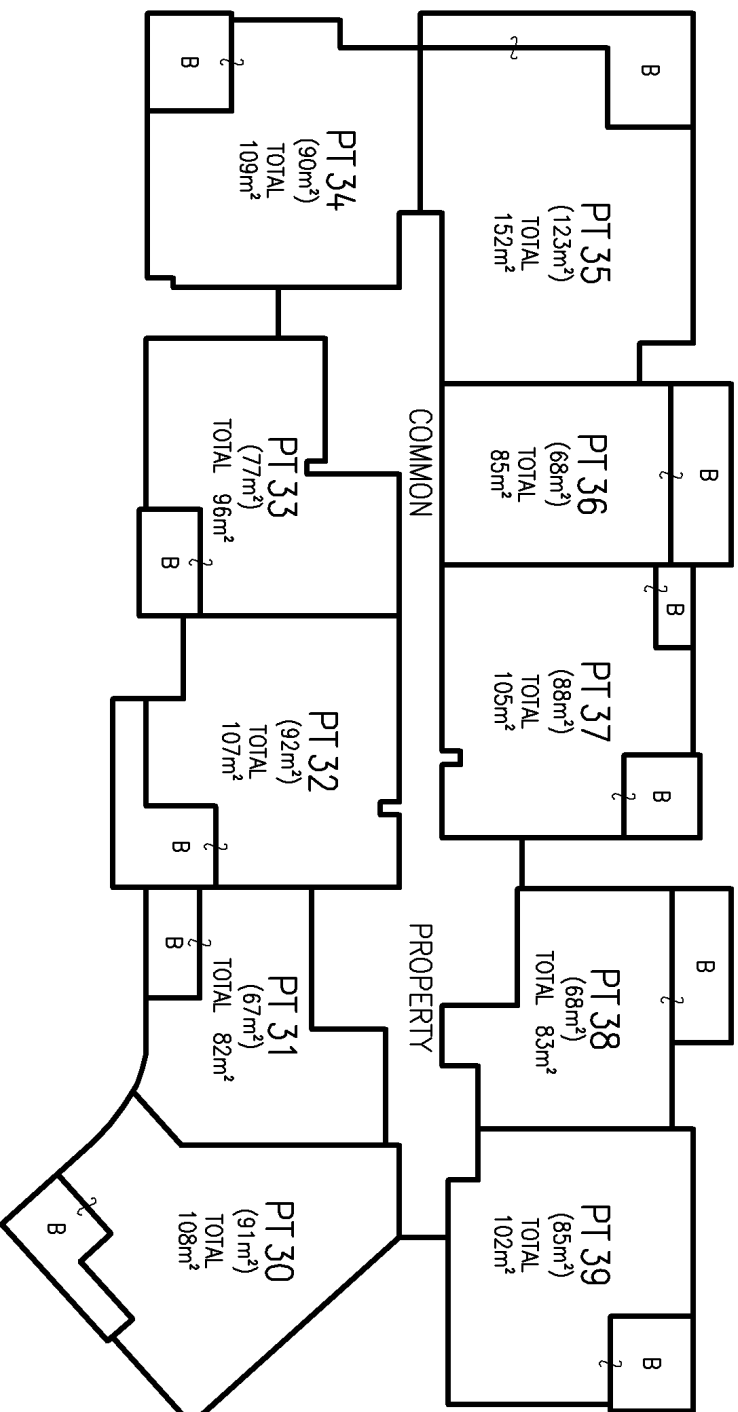
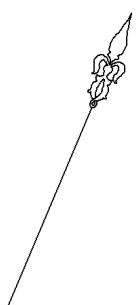
Surveyor: MITCHELL KEITH AYRES  
Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017  
Lengths are in metres. Reduction Ratio 1:200(A3)

30.8.2017

SP96192

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

# LEVEL 3 BUILDING A



B - COVERED BALCONY

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

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

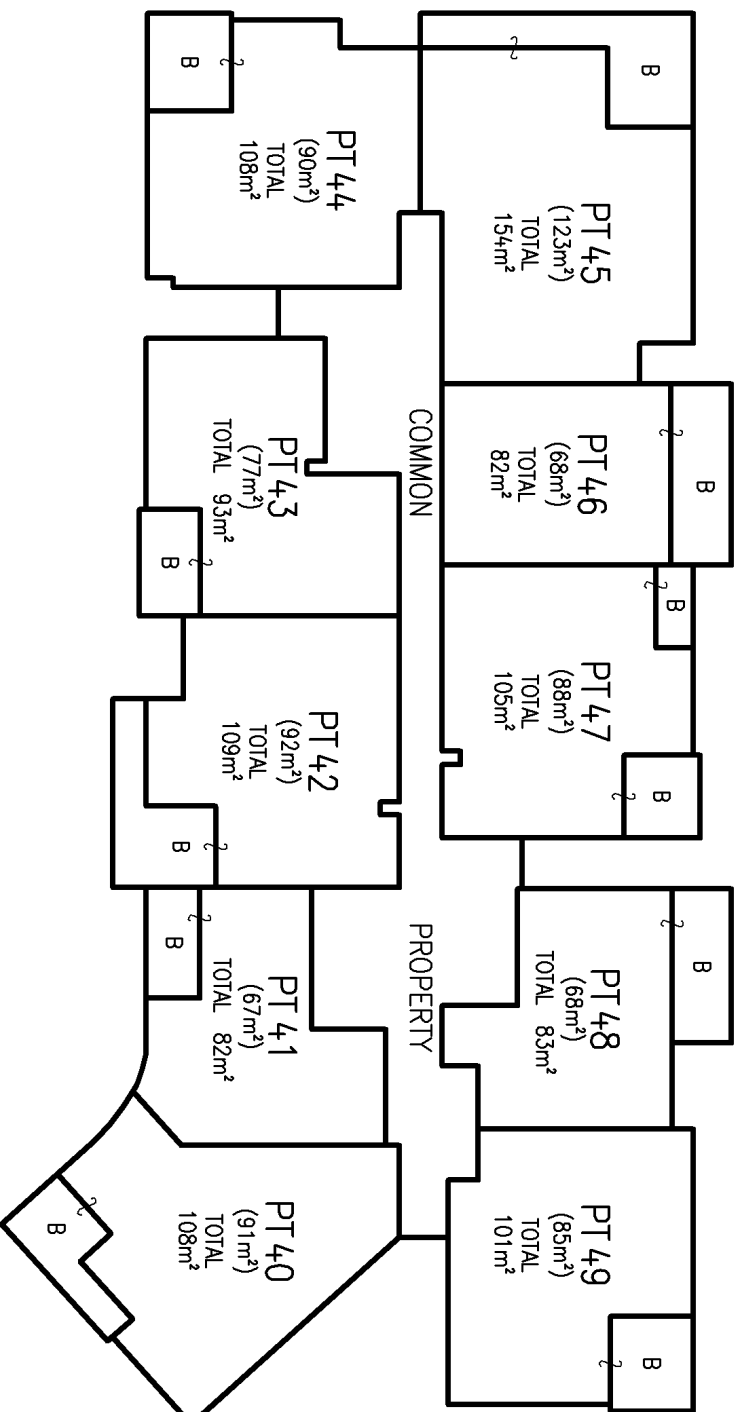
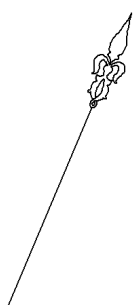
Surveyor: MITCHELL KEITH AYRES  
Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017  
Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017

SP96192

# LEVEL 4 BUILDING A



B - COVERED BALCONY

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

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Surveyor: MITCHELL KEITH AYRES  
Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017  
Lengths are in metres. Reduction Ratio 1:200(A3)

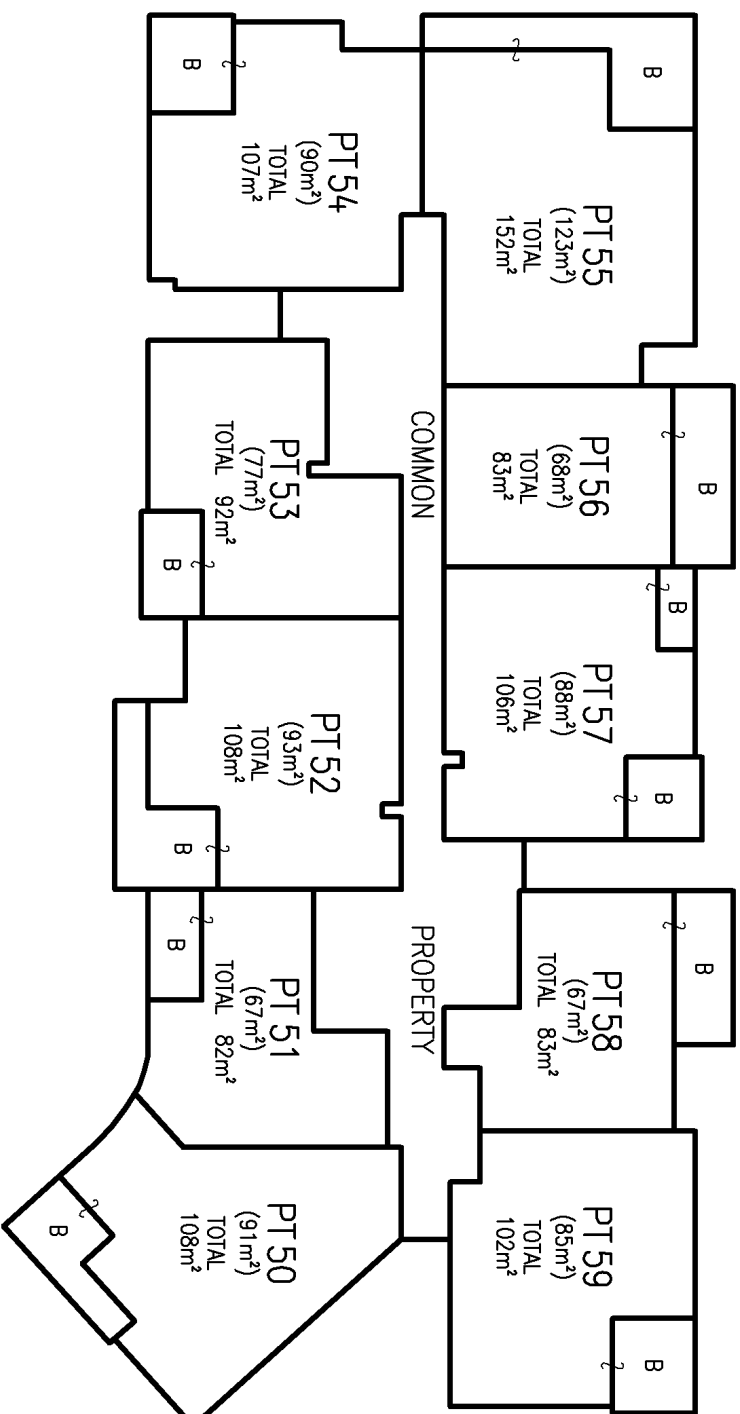
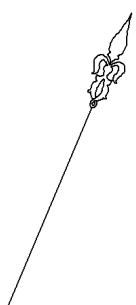


30.8.2017

SP96192

# LEVEL 5

## BUILDING A



B - COVERED BALCONY

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

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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: MITCHELL KEITH AYRES

Surveyor's Ref: 150514 SP

Subdivision No: 280/2017

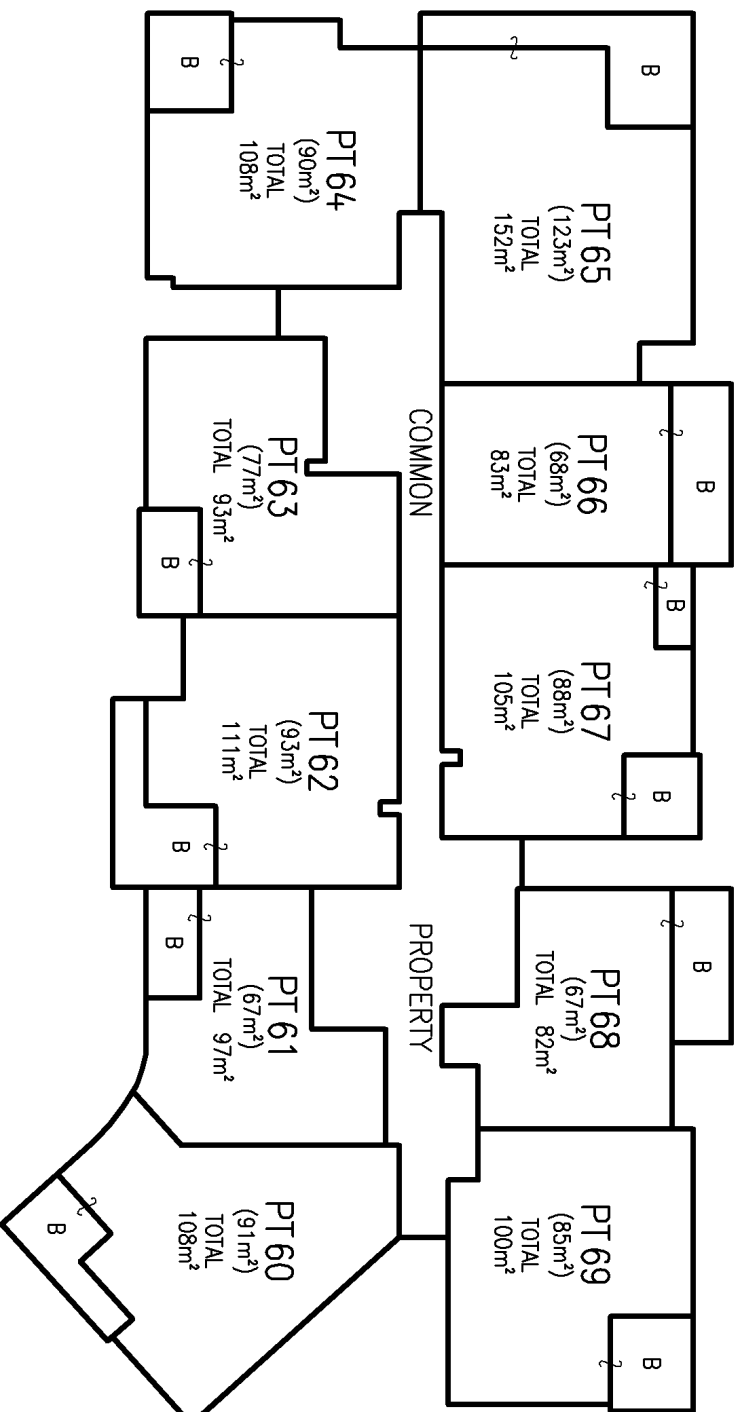
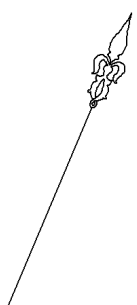
Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017

SP96192

# LEVEL 6 BUILDING A



B - COVERED BALCONY

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

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Surveyor: MITCHELL KEITH AYRES  
Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017  
Lengths are in metres. Reduction Ratio 1:200(A3)



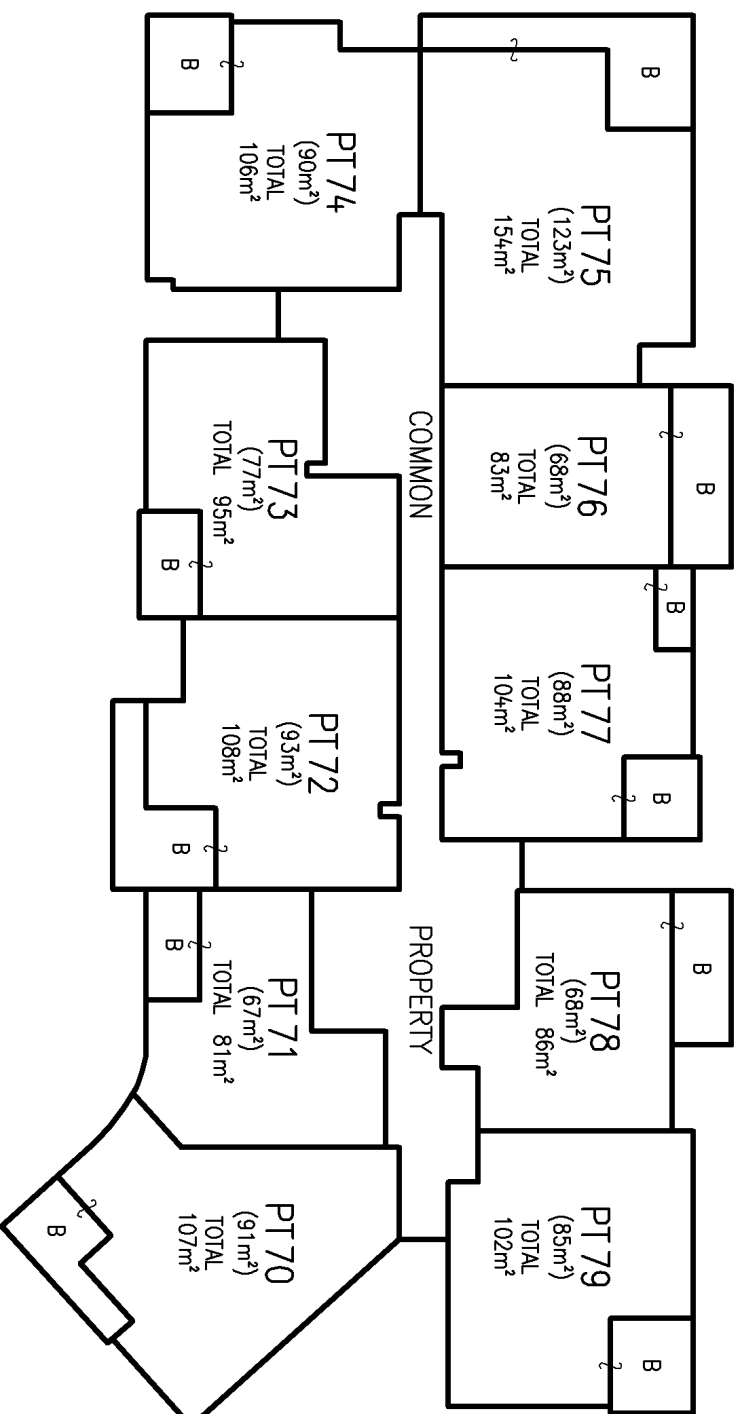
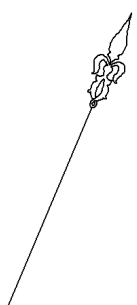
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SP96192



# LEVEL 7

## BUILDING A



B - COVERED BALCONY

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Surveyor: MITCHELL KEITH AYRES

Surveyor's Ref: 150514 SP

Subdivision No: 280/2017

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

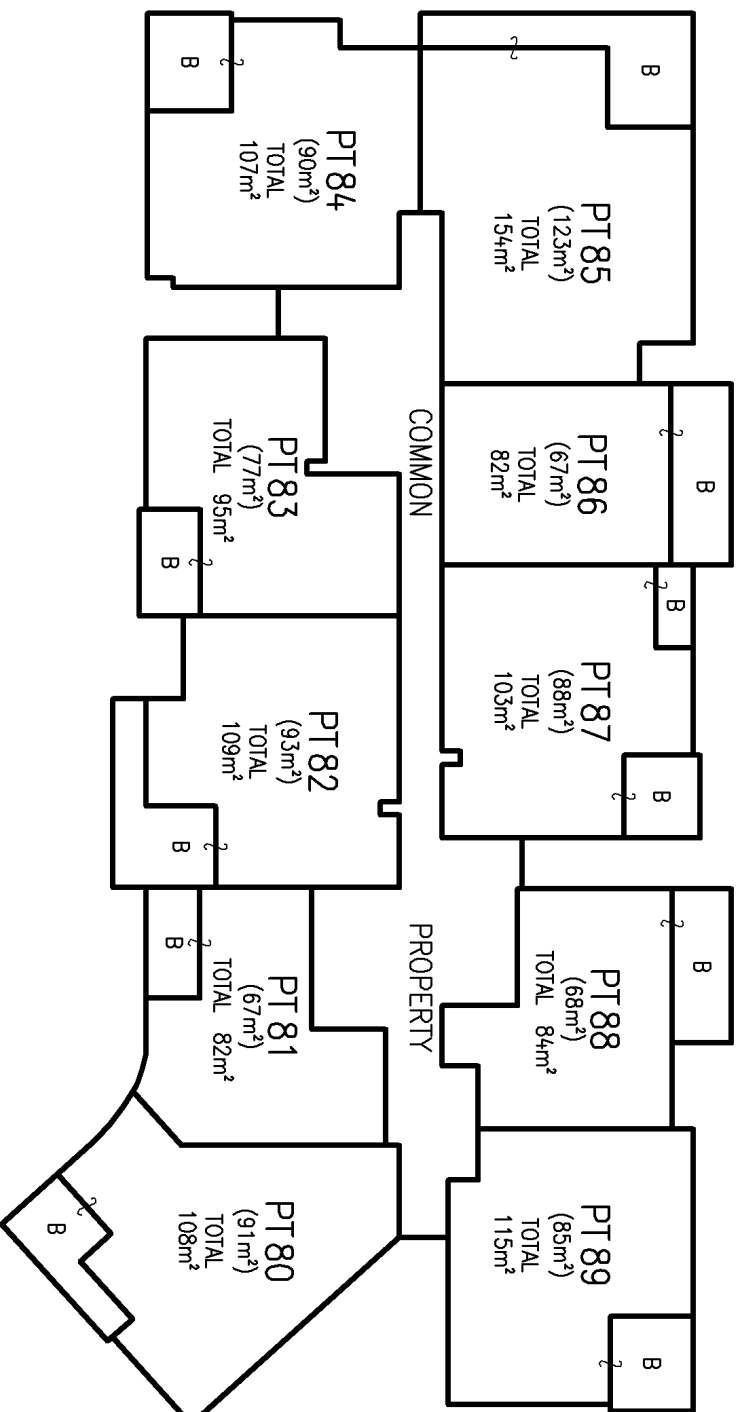
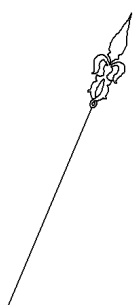


30.8.2017

SP96192

# LEVEL 8

## BUILDING A



B - BALCONY

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

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Surveyor's Ref: 150514 SP

Subdivision No: 280/2017

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

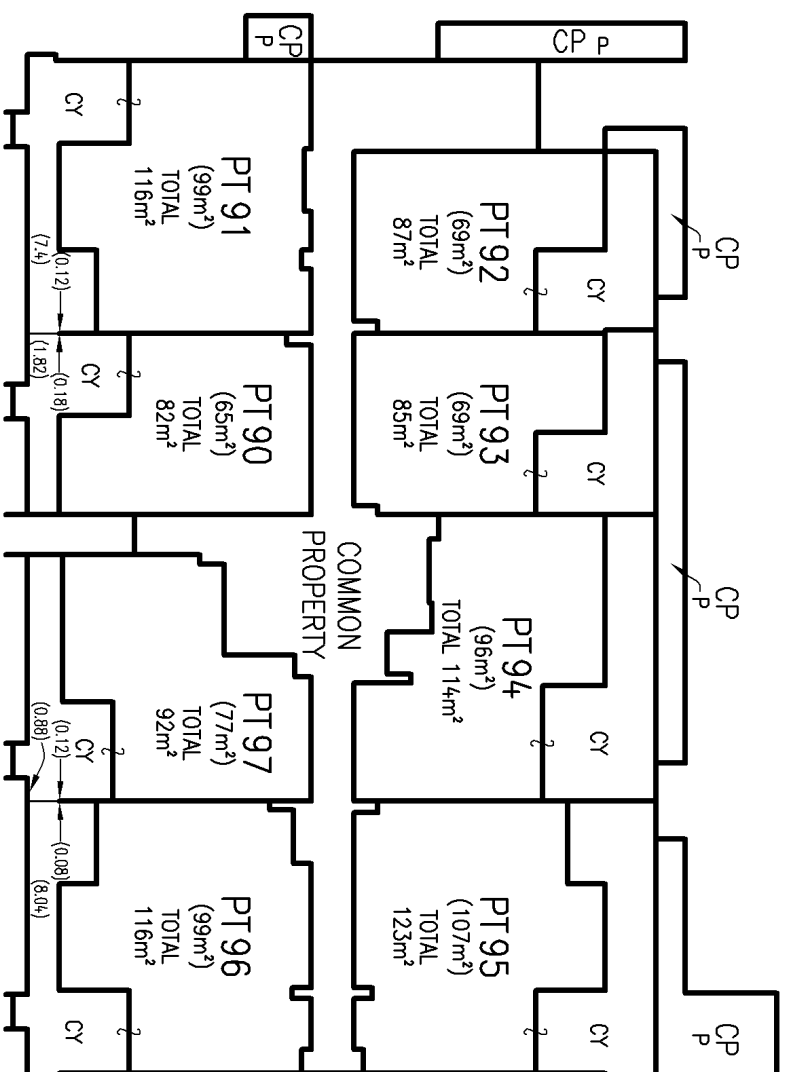


30.8.2017

SP96192

## GROUND LEVEL

### BUILDING B



CP - COMMON PROPERTY  
CY - COURTYARD  
P - PLANTER

COURTYARDS ARE LIMITED IN HEIGHT TO 3 ABOVE  
THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR  
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Subdivision No: 280/2017

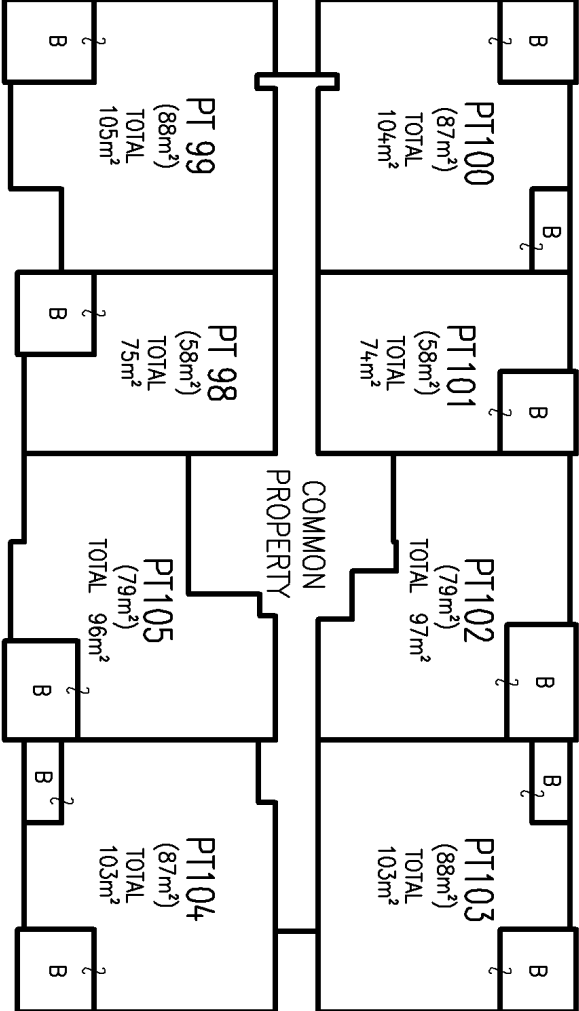
Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017

SP96192

LEVEL 1  
BUILDING B



B - COVERED BALCONY

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

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Subdivision No: 280/2017

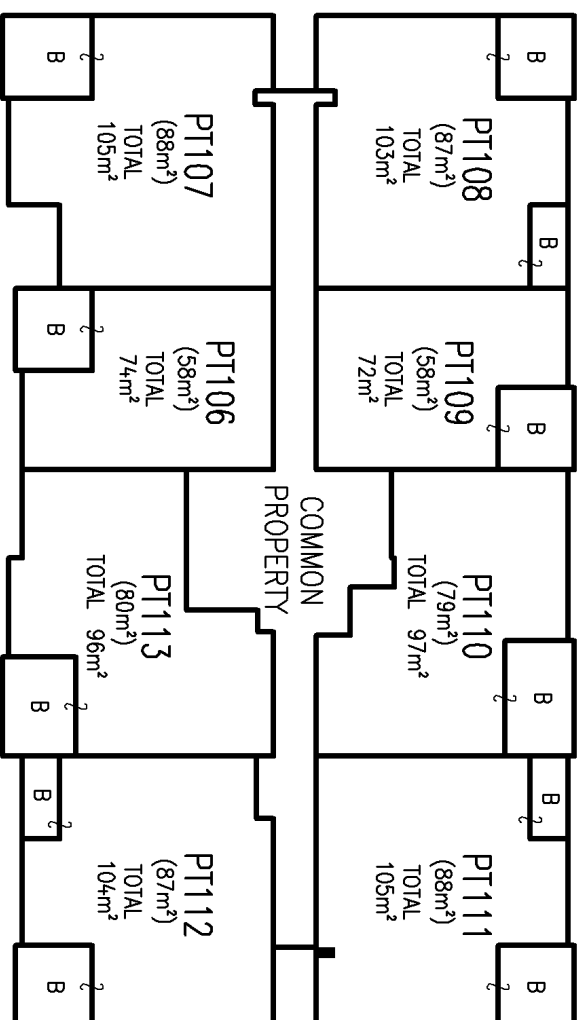
Lengths are in metres. Reduction Ratio 1:200(A3)

30.8.2017

SP96192

## LEVEL 2

### BUILDING B



B - COVERED BALCONY

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Surveyor: **MITCHELL KEITH AYRES**

Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017

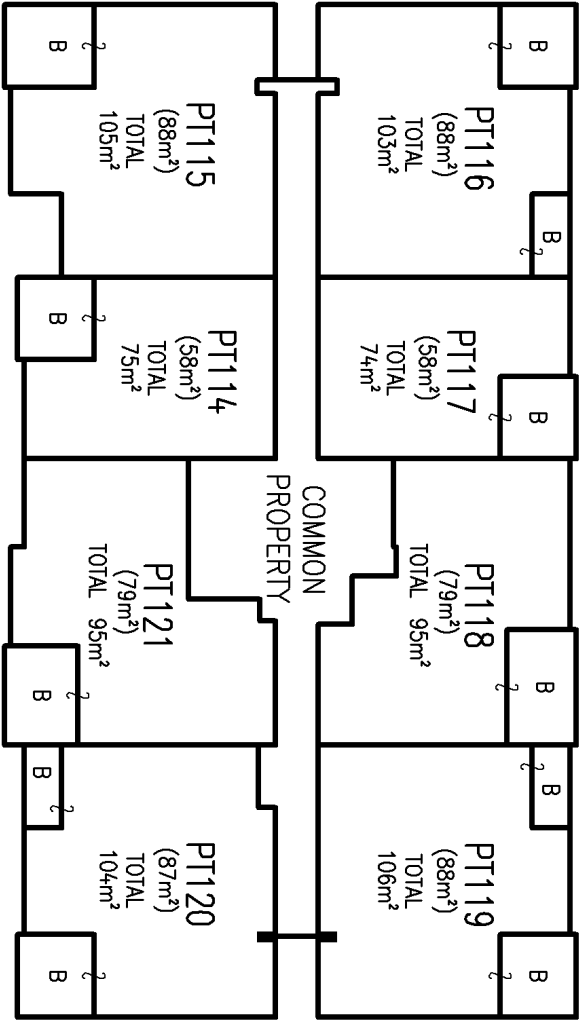
Lengths are in metres. Reduction Ratio 1:200(A3)

30.8.2017



SP96192

LEVEL 3  
BUILDING B



B - COVERED BALCONY

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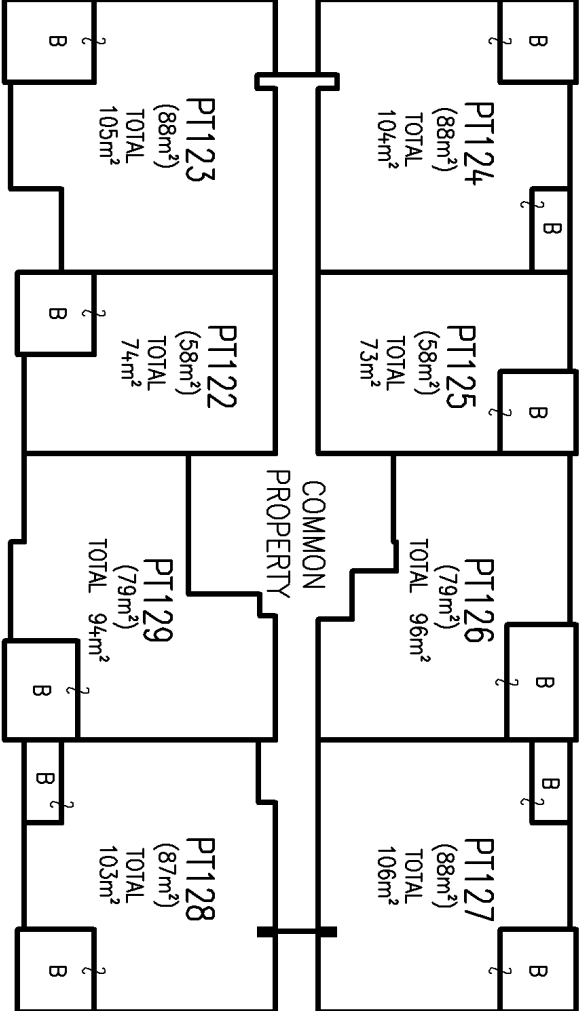
FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

Surveyor: MITCHELL KEITH AYRES  
Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017  
Lengths are in metres. Reduction Ratio 1:200(A3)

30.8.2017

SP96192

LEVEL 4  
BUILDING B



B - COVERED BALCONY

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

Surveyor: MITCHELL KEITH AYRES  
Surveyor's Ref: 150514 SP  
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Lengths are in metres. Reduction Ratio 1:200(A3)

30.8.2017



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FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

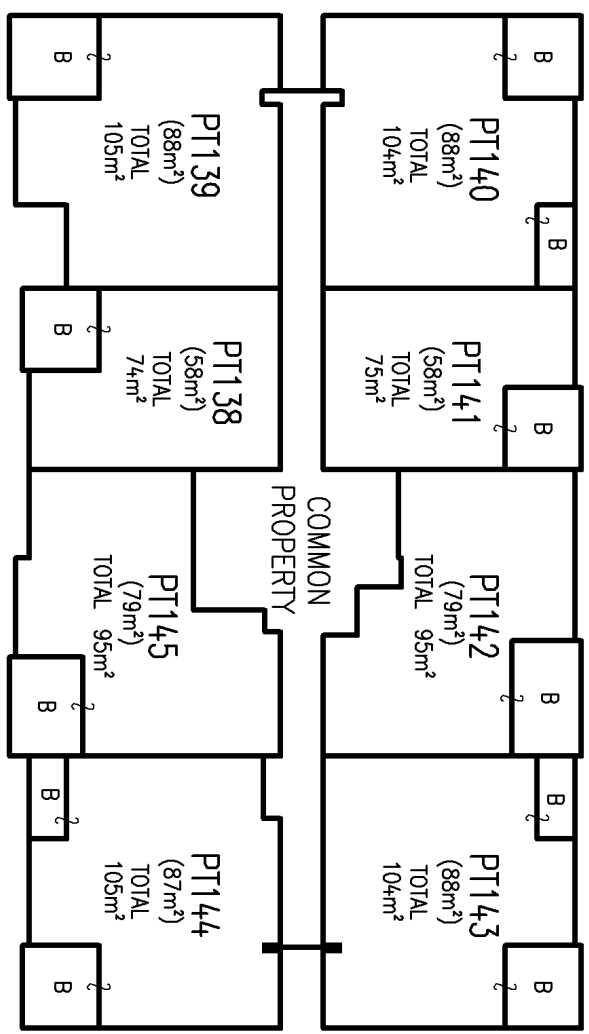
Lengths are in metres. Reduction Ratio 1:200(A3)



SP96192



LEVEL 6  
BUILDING B



B - COVERED BALCONY

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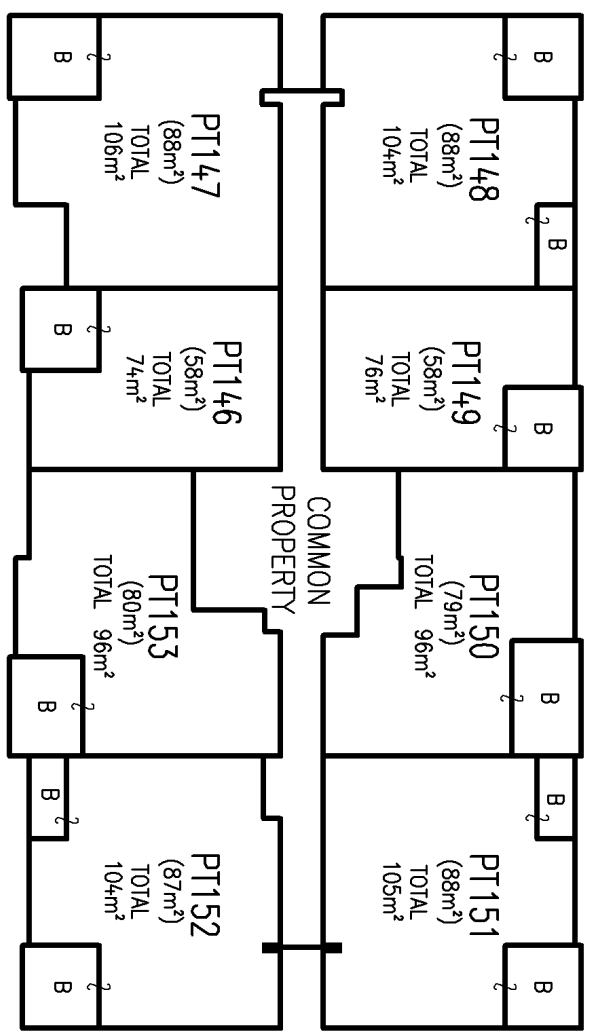
Surveyor: MITCHELL KEITH AYRES  
Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017  
Lengths are in metres. Reduction Ratio 1:200(A3)

30.8.2017

SP96192

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

LEVEL 7  
BUILDING B



B - COVERED BALCONY

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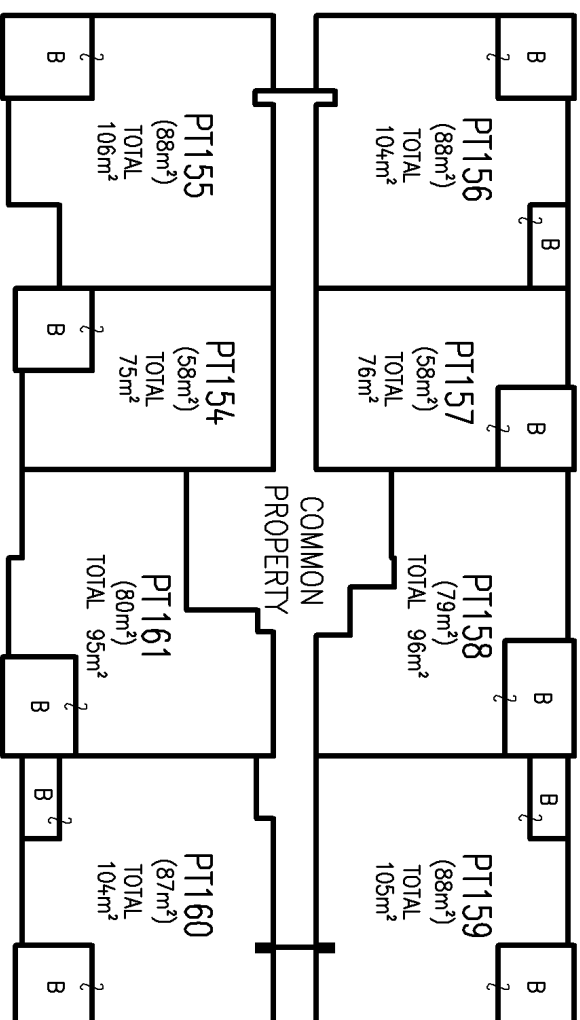
30.8.2017

SP96192

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

# LEVEL 8

## BUILDING B



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

B - BALCONY

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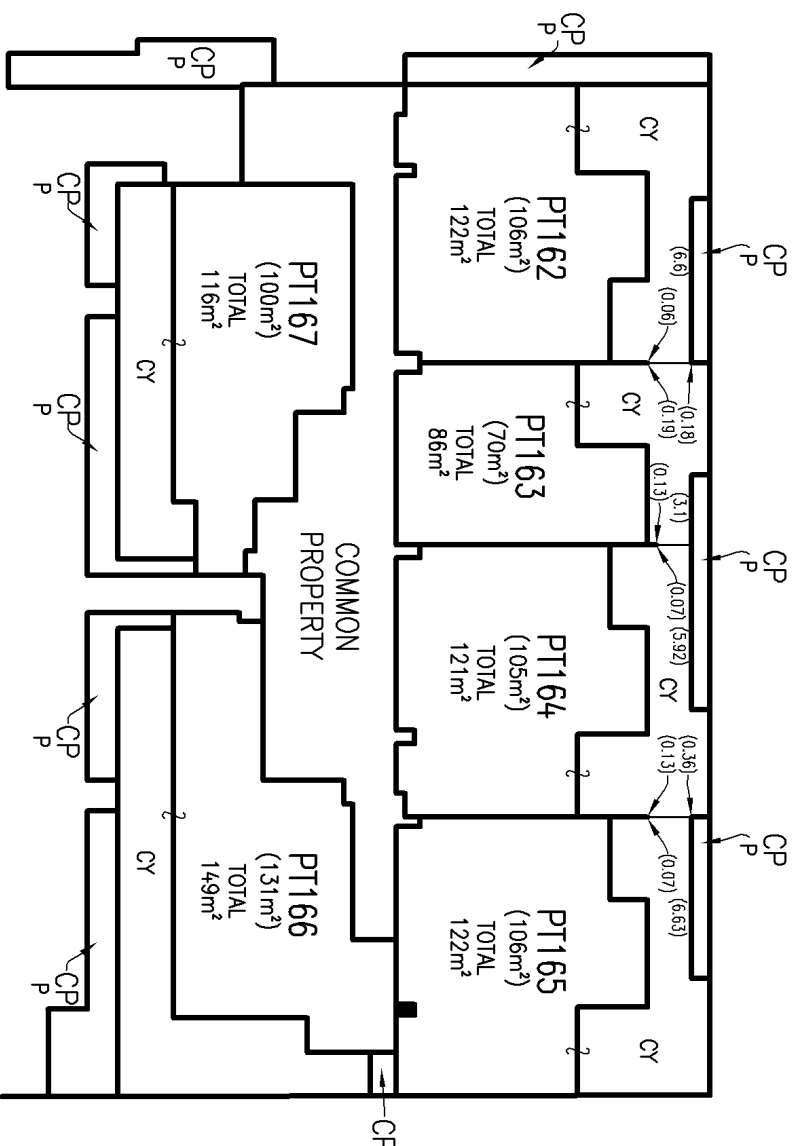
Surveyor: MITCHELL KEITH AYRES  
Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017  
Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017

SP96192

## GROUND LEVEL BUILDING C



CP - COMMON PROPERTY  
CY - COURTYARD  
P - PLANTER

COURTYARDS ARE LIMITED IN HEIGHT TO 3 ABOVE  
THE UPPER SURFACE OF THEIR RESPECTIVE FLOOR  
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Surveyor: MITCHELL KEITH AYRES

Surveyor's Ref: 150514 SP

Subdivision No: 280/2017

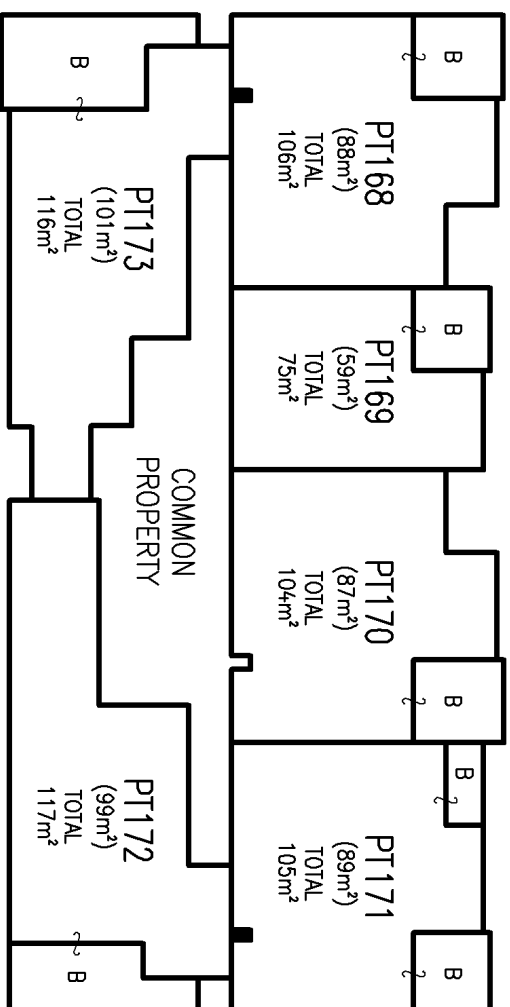
Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017

SP96192

LEVEL 1  
BUILDING C



B - COVERED BALCONY

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Surveyor: MITCHELL KEITH AYRES

Surveyor's Ref: 150514 SP

Subdivision No: 280/2017

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

30.8.2017

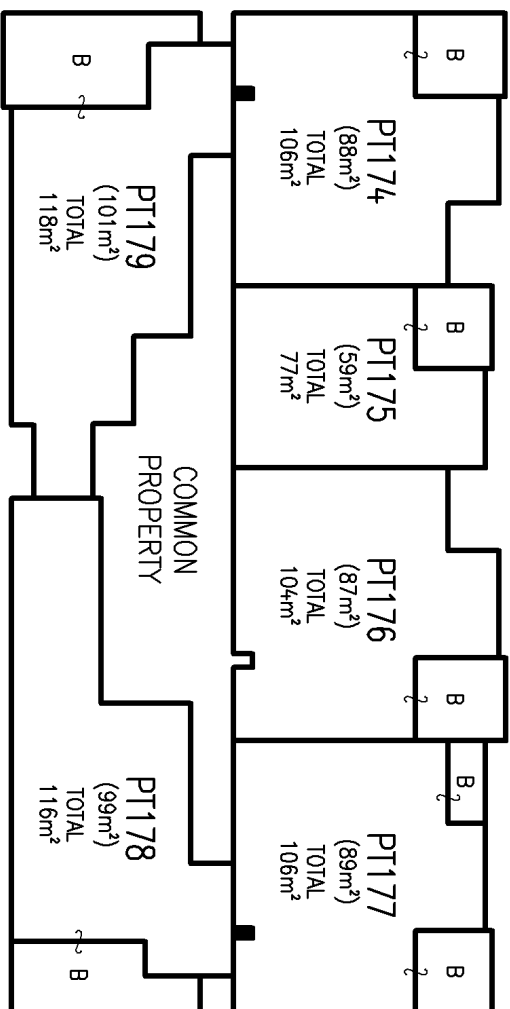


SP96192

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

X:\5005\150514\_LORD SHEFFIELD CIRCUIT\150514\_DSP\_STRC02\FINAL.SP\150514SP-SPT10+19+28-101.DWG

LEVEL 2  
BUILDING C



B - COVERED BALCONY

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Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017  
Lengths are in metres. Reduction Ratio 1:200(A3)

30.8.2017

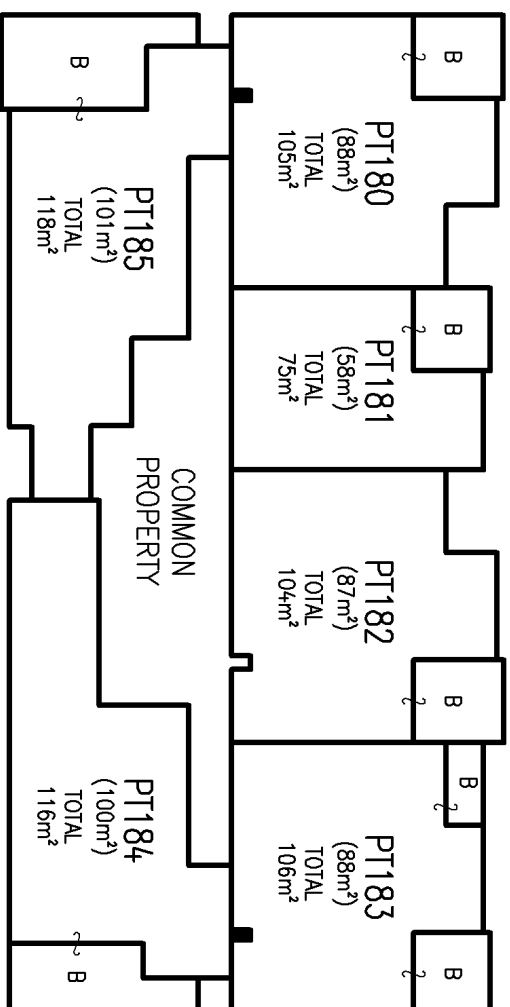


SP96192

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LEVEL 3  
BUILDING C



B - COVERED BALCONY

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Surveyor: MITCHELL KEITH AYRES

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Subdivision No: 280/2017

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



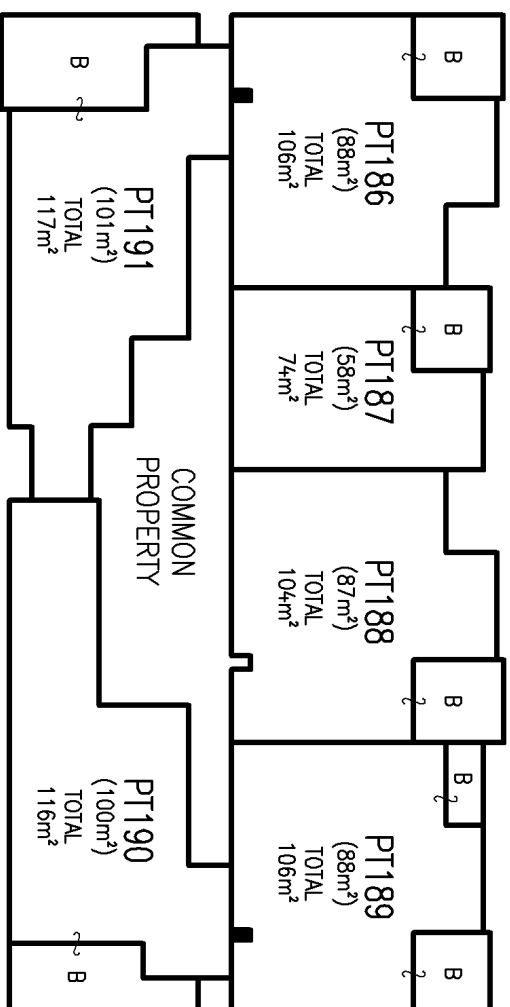
30.8.2017

SP96192

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

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LEVEL 4  
BUILDING C



B - BALCONY

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

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

FOR CLARITY NOT ALL COMMON PROPERTY STRUCTURES ARE SHOWN

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

Surveyor: MITCHELL KEITH AYRES  
Surveyor's Ref: 150514 SP  
Subdivision No: 280/2017  
Lengths are in metres. Reduction Ratio 1:200(A3)



30.8.2017


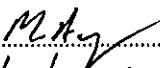
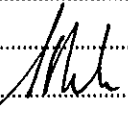
SP96192

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

X:\51005\150514\_LORD SHEPHERD CIRCUIT\150514\_DSP\_STR02\FINAL.SP\150514SP-SPT13+22+31-104.DWG



ePlan

SP FORM 3.01	<b>STRATA PLAN ADMINISTRATION SHEET</b>	Sheet 1 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  30.8.2017		SP96192
PLAN OF SUBDIVISION OF LOT 309 DP 1231494		LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND
This is a <b>*FREEHOLD/*LEASEHOLD</b> Strata Scheme		
Address for Service of Documents <b>81 LORD SHEFFIELD CIRCUIT          PENRITH NSW 2750</b>  Provide an Australian address including a postcode		The by-laws adopted for the scheme are: <del>* Model By laws for residential schemes together with:-</del> <del>— Keeping of animals: Option *A/*B—</del> <del>— Smoke penetration: Option *A/*B—</del> (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan
<b>Surveyor's Certificate</b> I, <u>MITCHELL KEITH AYRES</u> of <u>Linker Surveying Pty Ltd Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met.  *The building encroaches on: <del>*(a) a public space—</del> <del>*(b) land other than a public place and an appropriate easement to permit the encroachment has been—</del> <del>created by ^</del>  Signature: <u></u> Date: <u>8/8/2017</u> Surveyor ID: <u>8674</u> Surveyor's Reference: <u>150514 SP</u>  <small>^ Insert the deposited plan number or dealing number of the instrument that created the easement</small>		<b>Strata Certificate (Accredited Certifier)</b> I, <u>ANTHONY ALLEN</u> being an Accredited Certifier, accreditation number <u>BFB0004</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> .  <del>*(a) This plan is part of a development scheme.</del> *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.  *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with <del>section 63 <i>Strata Schemes Development Act 2015</i>—</del> Certificate Reference: <u>280/2017</u> Relevant Planning Approval No. <u>CDC 2017/115</u> Issued by: <u>ANTHONY ALLEN (BFB0004)</u> Signature: <u></u> Date: <u>11/8/17</u>  <small>^ Insert lot numbers of proposed utility lots.</small>

\* Strike through if inapplicable

ePlan

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

Surveyors Reference: 150514 SP

STRATA PLAN FORM 3 (PART 1) (2012)

WARNING: Creasing or folding will lead to rejection ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered



30.8.2017

SP96192

PLAN OF SUBDIVISION OF  
LOT 309 DP 1231494

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

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

Subdivision Certificate number: 280/2017

Date of endorsement: 11/8/17

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

TIMOTHY CASEY

NAME OF DIRECTOR

DEBORAH LANDES

NAME OF DIRECTOR

SIGNATURE OF DIRECTOR

SIGNATURE OF DIRECTOR

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

WITNESS

CAROLINE SHEN  
Associate

NAB Corporate Property NSW

255 GEORGE ST SYDNEY

ATTORNEY

RACHEL TWEEDY  
Associate Director  
NAB Corporate Property NSW

SURVEYORS REFERENCE: 150514 SP

DEL 18 21 36 1950

Fees:—  
Lodgment  
Endorsement  
Certificate



R.P. 13. No. J 38042-

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) Exempt from Stamp Duty

Assistant Commissioner of Stamps

THE COMMONWEALTH OF AUSTRALIA

(herein called transferor )

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

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

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES

15 Castlereagh Street, Sydney

(herein called transferee )

do hereby transfer to the said transferee

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

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

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

ENCUMBRANCES, &c., REFERRED TO.\*

NIL

Signed at SYDNEY the third day of November 1950.

Signed in my presence by the transferor }  
the Commonwealth of Australia by ~~JOHN FORB~~ ~~JOHN FORB~~ }  
Solicitor General of the Commonwealth }  
who is personally known to me } Acting Solicitor-General for Transferor.\*

Signed ~~John Schra~~ }  
Attorney-General's Department.

Accepted for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me ~~JOHN FORB~~ ~~JOHN FORB~~ }  
Commercial Manager and Secretary }  
Accepted, 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.

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

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

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

J. 38042

LODGED BY

*Electricity Comr.*

No. **H-113999**

CONSENT OF MORTGAGEE!

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

I,

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

mortgagee under Mortgage No.

*15 Cullumbry Rd. (Ref: 4/1/62. B0223 sub 257)*

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

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

who is personally known to me.

Mortgages.

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

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

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

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

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

INDEXED <i>X</i>	MEMORANDUM OF TRANSFER <i>Reserving easement.</i>
	<i>Excepting 16/10/1962 and</i>
	<i>reserving certain rights</i>
	Particulars entered in Register Book. Volume <i>6620</i> Folio <i>94</i>
Checked by <i>JDM</i>	
Passed (in S.D.B.) by <i>A. J. 12</i>	
Signed by <i>[Signature]</i>	the <i>17<sup>th</sup></i> day of <i>August</i> 19 <i>62</i> at <i>10 minutes past 2 o'clock in the afternoon.</i> Registrar-General.

DOCUMENTS LODGED HEREWITH.	
To be filled in by person lodging dealing.	
1	4
2	5
3	6
	Received Docs. No.
	Receiving Clerk.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

### PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from Records	<i>TR</i>	<i>8/1/62</i>
Draft written ...	<i>TR</i>	<i>3/7</i>
Draft examined ...	<i>A.H.</i>	<i>9/8/62</i>
Diagram prepared	<i>[Signature]</i>	<i>13/8/62</i>
Diagram examined	<i>[Signature]</i>	<i>10/8/62</i>
Draft forwarded	<i>[Signature]</i>	<i>10/8/62</i>
Supt. of Engravers	<i>[Signature]</i>	<i>5/9/62</i>
Cancellation Clerk	<i>[Signature]</i>	
Vol. <b>8388</b> Fol. <b>122</b>		

**EXECUTION OUTSIDE NEW SOUTH WALES.**  
 Execution may be proved where the parties are resident—  
 (a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.  
 (b) in the United Kingdom by signing or acknowledging before the Mayor of London or any other person as the Chief Justice of New South Wales may appoint.  
 (c) in any foreign place by signing or acknowledging before (i) a British Consul or Officer (which includes a British Ambassador, Envoy, Minister, Charge d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consul Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Charge d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 1/- to 10/-, if accompanied by the relevant title or evidence of production thereof, (b) 1/- to 10/- otherwise. This fee includes endorsement of the first Certificate. In addition the following fees are payable:—(a) 1/- for each additional Certificate included in the Transfer, (b) 1/- for each new Certificate of Title issued, (c) 1/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 1/- for each additional folio where the Certificate exceeds fifteen folios, (g) as approved, in cases involving more than one simple diagram or any diagram other than a simple diagram.  
 Tenants in common must receive separate Certificates.  
 If part only of the land is transferred a new Certificate must issue for that part and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

A

DP104169

Scale:- 100 Feet to an inch.

of . . . Australia

14/3

WESTERN 139

**RAILWAY**

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

Christine

**Asimuth taken from line A-B**

November

POWER STATION  
SITES & BOUNDARIES  
PLAN OF ACQUISITION  
FROM COMMONWEALTH.  
DEPT OF THE INTERIOR  
N.C. NO. 5288-L-6-10

E 9450A

**P. 145**

i6357Rp:


10557 K2

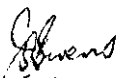
J 38042

H-113999

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

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

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

  
Acting Solicitor General

B



RECEIVED  
H/13999

PC 41/235

A

# PLAN

of part of portion 90[PH]  
Parish of Castlereagh County of Cumberland

Scale:- 100 Feet to an Inch.

C. T. Vol. 6620 Fol. 94  
Commonwealth of

Australia

[Engineer's

Depot]

R.

P.

Appln

1413.

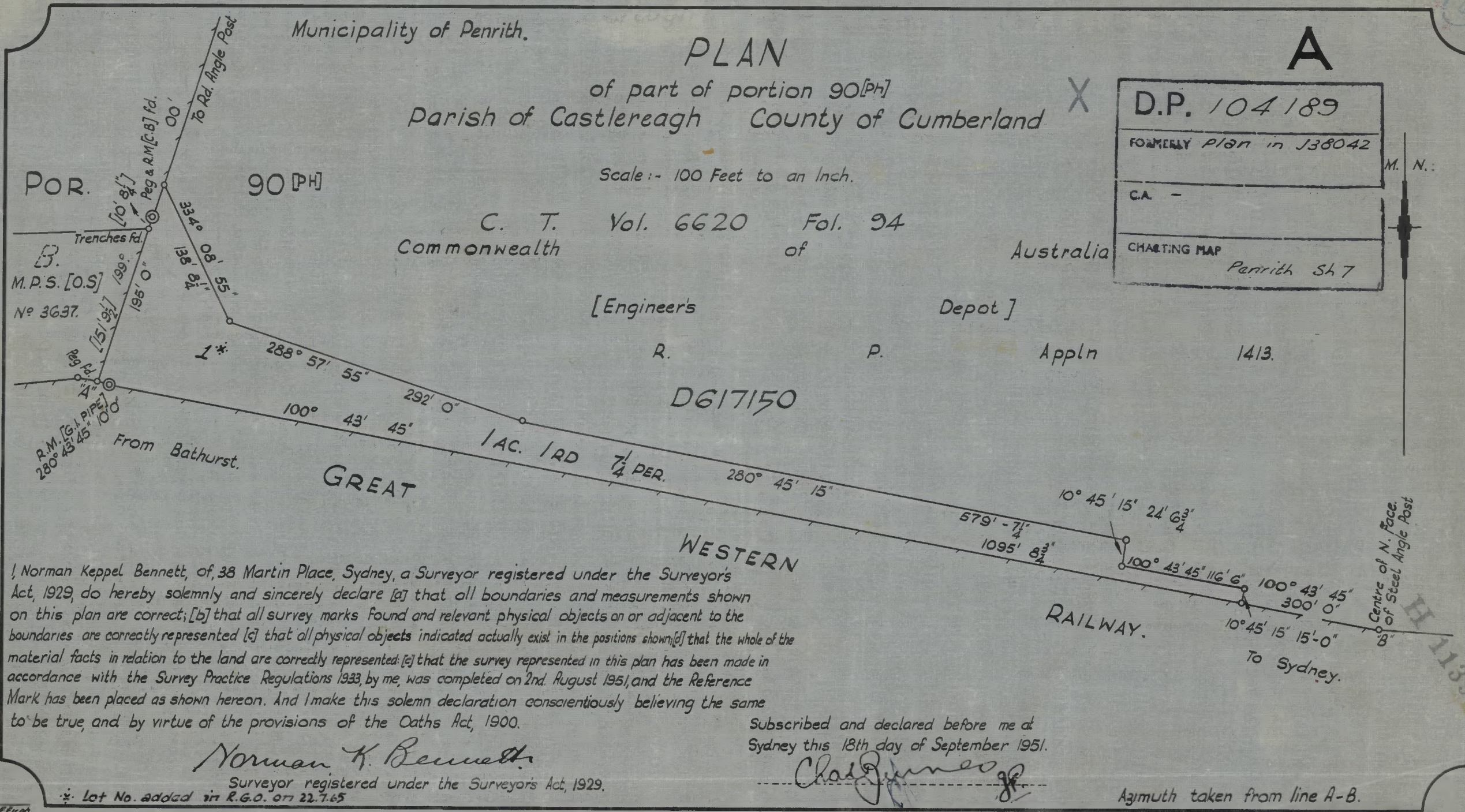
D617150

GREAT

WESTERN

RAILWAY.

To Sydney.



I, Norman Keppel Bennett, of 38 Martin Place, Sydney, a Surveyor registered under the Surveyor's Act, 1929, do hereby solemnly and sincerely declare [a] that all boundaries and measurements shown on this plan are correct; [b] that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented [c] that all physical objects indicated actually exist in the positions shown; [d] that the whole of the material facts in relation to the land are correctly represented; [e] that the survey represented in this plan has been made in accordance with the Survey Practice Regulations 1933, by me, was completed on 2nd August 1951, and the Reference Mark has been placed as shown hereon. And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

*Norman K. Bennett*

Surveyor registered under the Surveyor's Act, 1929.

Subscribed and declared before me at  
Sydney this 18th day of September 1951.

*Chas. J. Jones*

Azimuth taken from line A-B.

6-Admin. Officer  
25-9-51  
1-D.O. " "  
10-Admin. Off.  
8- " 3-10-51  
4-E/D. 26-10-51

E3450A

This is the Plan referred to in Memorandum of Transfer dated the third day of November 1958 BETWEEN The Commonwealth of Australia and THE ELECTRICITY COMMISSION OF New South Wales.

Acting Collector General

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

PENRITH POWER STATION  
SITES & BOUNDARIES  
PLAN OF ACQUISITION  
FROM COMMONWEALTH.

DEPT. OF THE INTERIOR  
NEG. No. 5288 N.S.W.

P. 145



CONVERSION TABLE ADDED IN  
DEPARTMENT OF LANDS

DP 104189

FEET	INCHES	METRES
-	8 1/4	0.210
10	-	3.048
10	8 1/4	3.258
15	-	4.572
24	6 3/4	7.487
30	-	9.144
116	6	35.509
136	8 1/4	42.272
151	9 1/2	46.266
195	-	59.436
199	-	60.655
292	-	89.302
300	-	91.440
579	7 1/4	176.663
679	7 1/4	207.143
1095	8 3/4	333.978

AC RD P SQ M

1 1 7 1/4 5242



'76 AUG 10 PM



# MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY	
A	18

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

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

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

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

(b) If a less estate strike out in fee simple and add appropriate estate, being registered proprietor of an estate in fee simple<sup>(b)</sup>

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

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

(c) 1. Reservations and conditions, if any, contained in the Crown Grant.  
2. Easement for Transmission Line created by Notice of Resumption No. H467378.  
3. Mortgage Registered No. N575693 to Custom Credit Corporation Limited.

In consideration of One thousand five hundred dollars

(\$ 1,500.00)

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

(the receipt whereof is hereby acknowledged), paid to the transferor by<sup>(d)</sup>

THE COMMONWEALTH OF AUSTRALIA

and exists hereby transfers to

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

(e) THE COMMONWEALTH OF AUSTRALIA  
*(with Consent of trustee)*  
hereinafter referred to as the TRANSFEE

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

in the land described in the following schedule

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

Reference to title		Whole or Part	Description of land if part only <sup>(f)</sup>	County	Parish
Volume	Folio				
11261	220	PART	Being a grant of easement over the "Site of Proposed Easement for Stormwater Drainage 10m wide and Variable" in Deposited Plan No. 237009 583998	CUMBERLAND	CASTLEREACH

K 1105

BT 437-3

RULE UP ALL BLANKS

(a) Here insert any easements, restrictive covenants or exceptions intended to be included. Easements and restrictive covenants must comply with section 88 of the Conveyancing Act, 1919. If the space provided is insufficient, additional sheets of the same size and quality of paper as this form should be used. A binding margin of 12 inches and other margins of not less than 4 inch should be preserved. Each additional sheet must be signed by the parties and the attesting witnesses.

An easement to drain water through ALL THAT piece or parcel of land shown in Deposited Plan No. ~~583998~~ <sup>583998</sup> as "Site of Proposed Easement for Stormwater Drainage 10m Wide and Variable Area 1006m<sup>2</sup>".

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.

*[Handwritten signature]*

Dated at Yagoona this 24<sup>th</sup>



1976

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

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

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

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

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

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

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

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

THE COMMON SEAL of M.J. DAVIS INDUSTRIAL

Signature of witness

PTY. LTD. was affixed hereto by authority

Name of witness (BLOCK LETTERS)

of the Board of Directors and in the

Qualification of witness

in presence of:-

Secretary

Director

for and on behalf of THE  
Signed in my presence by the transferee who is personally known to me.  
**COMMONWEALTH OF AUSTRALIA** by a  
person holding or performing the  
duties of the office of Assistant

Signature of witness

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

Name of witness (BLOCK LETTERS)

Address of witness

An Officer of the Attorney  
General's Department.

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

J. Austin  
Transferee

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

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

who is personally known to me

Norma Latuacop.

Justice of the Peace

CUSTOM CREDIT CORPORATION LIMITED  
BY ITS ATTORNEY

John Lipp

ASSISTANT BRANCH MANAGER - EDGECLIFF

INDEX 1977

P 850417 W

\$18-6

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
<b>TRANSFER</b> <i>front of an easement to drain water</i>		Lodged by <i>Deputy Crown Solicitor</i>	
		Address: <i>119 Phillip Street, Sydney.</i>	
		Phone No.: <i>SP 28290/36</i>	
		Documents lodged herewith	
		1. <i>4 Cat</i>	
		2. <i>CA 11261-220 PROD</i>	
		3. <i>Copy of c/c name</i>	
		4. <i>10.2.77</i>	
		5. <i>1-3</i>	
<b>REGISTERED</b> <i>2-2-1977</i>		Received Documents <i>1-3</i>	
<b>Signed</b> <i>[Signature]</i> Registrar General		Receiving Clerk <i>[Signature]</i>	
<b>Checked</b> <i>[Signature]</i>		<b>AUTHORITY FOR USE OF INSTRUMENT OF TITLE<sup>(1)</sup></b>	
<b>Passed</b> <i>[Signature]</i>		Authority is hereby given for the use of _____	
<b>Signed</b> <i>[Signature]</i>		_____ lodged	
		(insert reference to certificates, grants or dealings)	
		in connection with _____ for the	
		(insert number of plan or dealing)	
		registration of this dealing and for delivery to _____	
		(BLOCK LETTERS)	
		Signature _____	
		Name (BLOCK LETTERS) _____	
		<b>MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY</b>	
		(To be signed at the time of executing the within dealing)	
		The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. <i>154771</i>	
		Miscellaneous Register under the authority of which he has just executed the within dealing.	
		Signed at <i>EDGECLIFF</i>	
		the <i>24th</i> day of <i>June</i> 19 <i>76</i> .	
		<i>[Signature]</i>	
		Signature of attorney	
		<i>[Signature]</i>	
		Signature of witness	
		<b>CERTIFICATE OF J.P., &amp;c., TAKING DECLARATION OF ATTESTING WITNESS<sup>(2)</sup></b>	
		I certify that _____	
		the attesting witness to this dealing, appeared before me at _____	
		the _____ day of _____ 19 _____	
		and declared that he personally knew _____	
		_____	
		the person signing the same, and whose signature thereto he has attested, and that the name purporting to be such signature of the said _____	
		_____	
		is his own handwriting and that he was of sound mind and freely and voluntarily signed the same.	
		Signature _____	
		Name (BLOCK LETTERS) _____	
		Qualification _____	

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

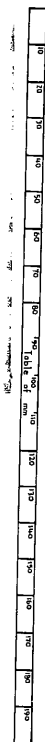
(2) Not required where dealing attested in accordance with note (b); in other cases to be signed by one of the persons referred to in note (b).

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

EXTRA FEES PAID  
*Change of Name*  
*[Signature]*

M.P.D.

10/5/74



PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP 583998

\*OFFICE USE ONLY

Council Clerk's Certificate

I hereby certify that -

(a) the requirements of the Land and Government Act, 1919 (other than the requirements for the registration of plans), and

(b) the requirements of section 348 of the Local Government Act, 1924, as amended, (Municipal Councils, Statutes, and Drainage Act, 1938, and the Statutes, and Drainage Act, 1938, have been complied with by the applicant in relation to the proposed "new road", "subdivision" or "consolidation" for 7.20 out of 10.00

of the land, and

that the proposed "new road", "subdivision" or "consolidation" for 7.20 out of 10.00

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Surveyor's Certificate

I, NELSON ANTHONY PESARENO,

of the Surveyors' Office, Sydney,

do hereby certify that the

plan of proposed easement for stormwater drainage

is accurate and has been made by me (or by a person acting under my authority)

in accordance with the provisions of the Survey Act, 1924, as amended,

and that the same has been made in accordance with the Survey Act, 1924, as amended,

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PLAN OF PROPOSED EASEMENT FOR STORMWATER DRAINAGE

10 M. WIDE AND VARIABLE THROUGH LOT 8 D.P. 237089

City: PENRITH

Locality: PENRITH

Parish: CASTLERAGH

County: CUMBERLAND

Reduction Ratio 1: 2000

Lengths are in metres



Ref. Map: PENRITH SH. 58  
 Last Plan: D.P. 237089

D.P. 583998

Registered:

C.A.:

Title System: TORRENS

Purpose: EASEMENT

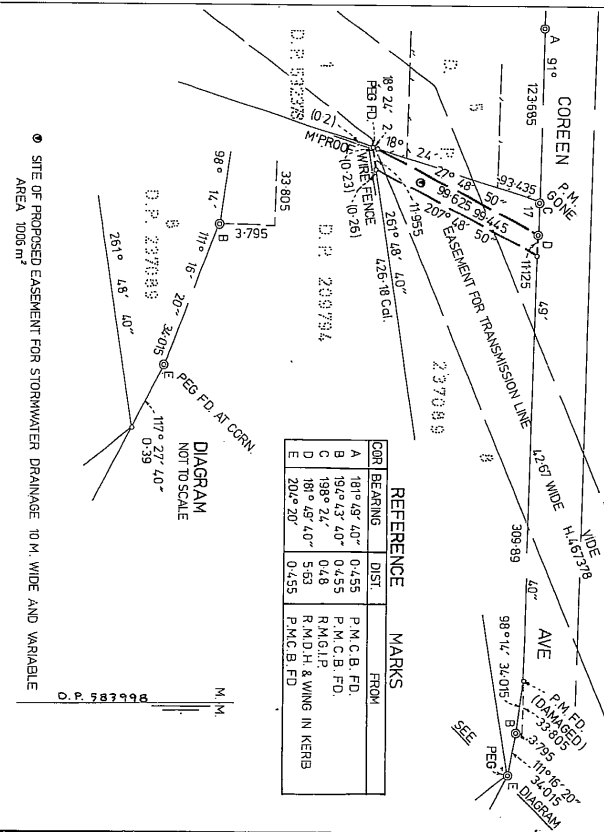
Ref. Map: PENRITH SH. 58

Last Plan: D.P. 237089

Table of mm 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200

SURVEYOR'S REFERENCE

Plan Drawing only to appear in this space Nct. N. 71.81 N.S.W.



● SITE OF PROPOSED EASEMENT FOR STORMWATER DRAINAGE 10 M. WIDE AND VARIABLE AREA 1005 m<sup>2</sup>

Plan Drawing only to appear in this space

I, Jack Hayward Watson, 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 June, 1976.

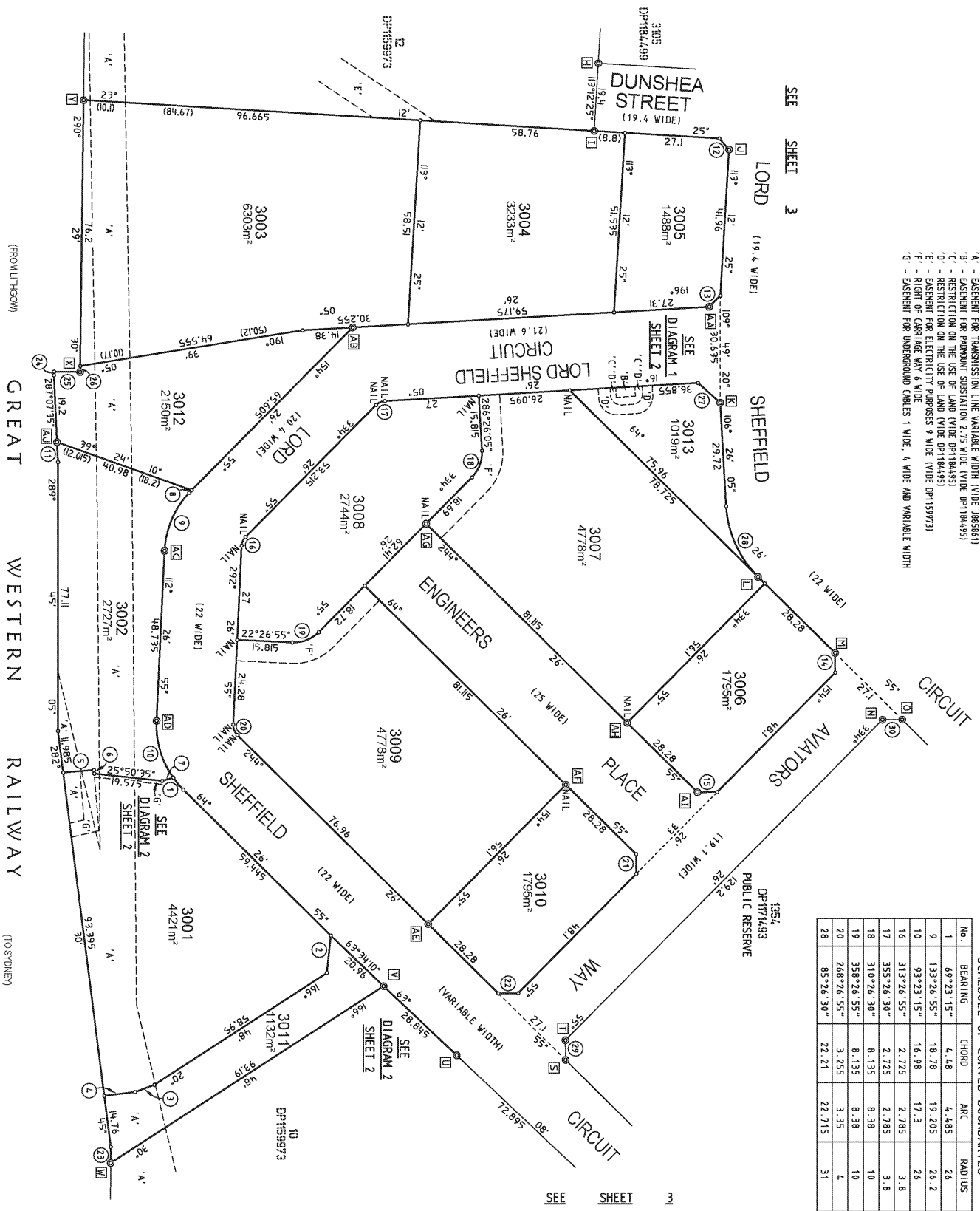
*Jack Hayward Watson*

SCHEDULE OF LINES

No.	BEARING	DISTANCE
2	115°37'40"	10.78
3	179°25'45"	5.85
4	192°30'45"	8.94
5	114°58'05"	8.84
6	104°58'05"	1.045
7	4°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	290°28'	0.985
25	20°29'30"	7.485
26	290°29'30"	1.74
27	61°26'05"	8.485
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	DH&MFD (DP1171491)
I	84°40'35"	17.64	DH&MFD (DP1171491)
J	156°28'50"	4.61 & 22.715	DH&MFD (DP1184495)
K	196°56'15"	4.065 & 17.84	DH&MFD (DP1184495)
L	160°45'10"	4.09 & 17.88	DH&MFD (DP1184495)
M	191°57'	5.03 & 22.53	DH&MFD (DP1184495)
N	46°25'50"	5.995 & 15.745	DH&MFD (DP1171493)
O	134°05'05"	4.315 & 19.07	DH&MFD (DP1171493)
P	334°23'10"	4.07 & 17.87	DH&MFD (DP1171493)
T	70°09'	5.75 & 15.05	DH&MFD (DP1171493)
U	192°23'25"	3.895	DH&MFD (DP1171491)
V	223°08'30"	8.53	SSM 808088
W	297°23'45"	8	BOLTFD (DP1159973)
X	246°34'10"	5.325	BOLTFD (DP1159973)
Y	180°39'10"	7.97	DH&MFD (DP1159973)
Z	205°34'35"	11.93	DH&MFD (DP1171491)
AA	352°48'25"	10.18	DH&MFD (DP1171491)
AB	313°45'30"	19.72	DH&MFD (DP1171491)
AC	280°20'25"	7.635	DH&MFD (DP1171491)
AD	274°54'25"	19.095	DH&MFD (DP1171491)
AE	188°31'45"	4.245	DH&MFD (DP1171491)
AF	190°03'40"	18.435	DH&MFD (DP1171491)
AG	257°13'20"	9.355	DH&MFD (DP1171491)
AH	211°57'	18.79	DH&MFD (DP1171491)
AI	342°53"	4.12	DH&MFD (DP1171491)
AJ	110°26'35"	4.835	DH&MFD (DP1171491)
AK	269°56'10"	8.015	DH&MFD (DP1171491)
AL	308°34'45"	16.225	DH&MFD (DP1171491)
AM	15°04'25"	4.535	DH&MFD (DP1171491)
AN	39°29'25"	8.155	DH&MFD (DP1171491)
AO	333°39'35"	8.885	DH&MFD (DP1171491)
AP	103°27'40"	27.185	DH&MFD (DP1171491)



- 'A' - EASEMENT FOR TRANSMISSION LINE VARIABLE WIDTH (VIDE J885861)
- 'B' - EASEMENT FOR PAVEMENT SUBSTATION 2.75 WIDE (VIDE DP1184495)
- 'C' - RESTRICTION ON THE USE OF LAND (VIDE DP1184495)
- 'D' - RESTRICTION ON THE USE OF LAND (VIDE DP1184495)
- 'E' - EASEMENT FOR ELECTRICITY PURPOSES 9 WIDE (VIDE DP1159973)
- 'F' - RIGHT OF CARRIAGE WAY 6 WIDE
- 'G' - EASEMENT FOR UNDERGROUND CABLES 1 WIDE, 4 WIDE AND VARIABLE WIDTH

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	85°26'30"	22.21	22.715	31

Surveyor: GRAHAM JOHN HALL  
Date of Survey: 23 APRIL 2015  
Surveyor's Ref: 72-10-3A

PLAN OF  
SUBDIVISION OF LOT 1196 DP1171491

LGA: PENRITH  
Locality: PENRITH  
Subdivision No. 046/15  
Lengths are in metres. Reduction Ratio: 1:800

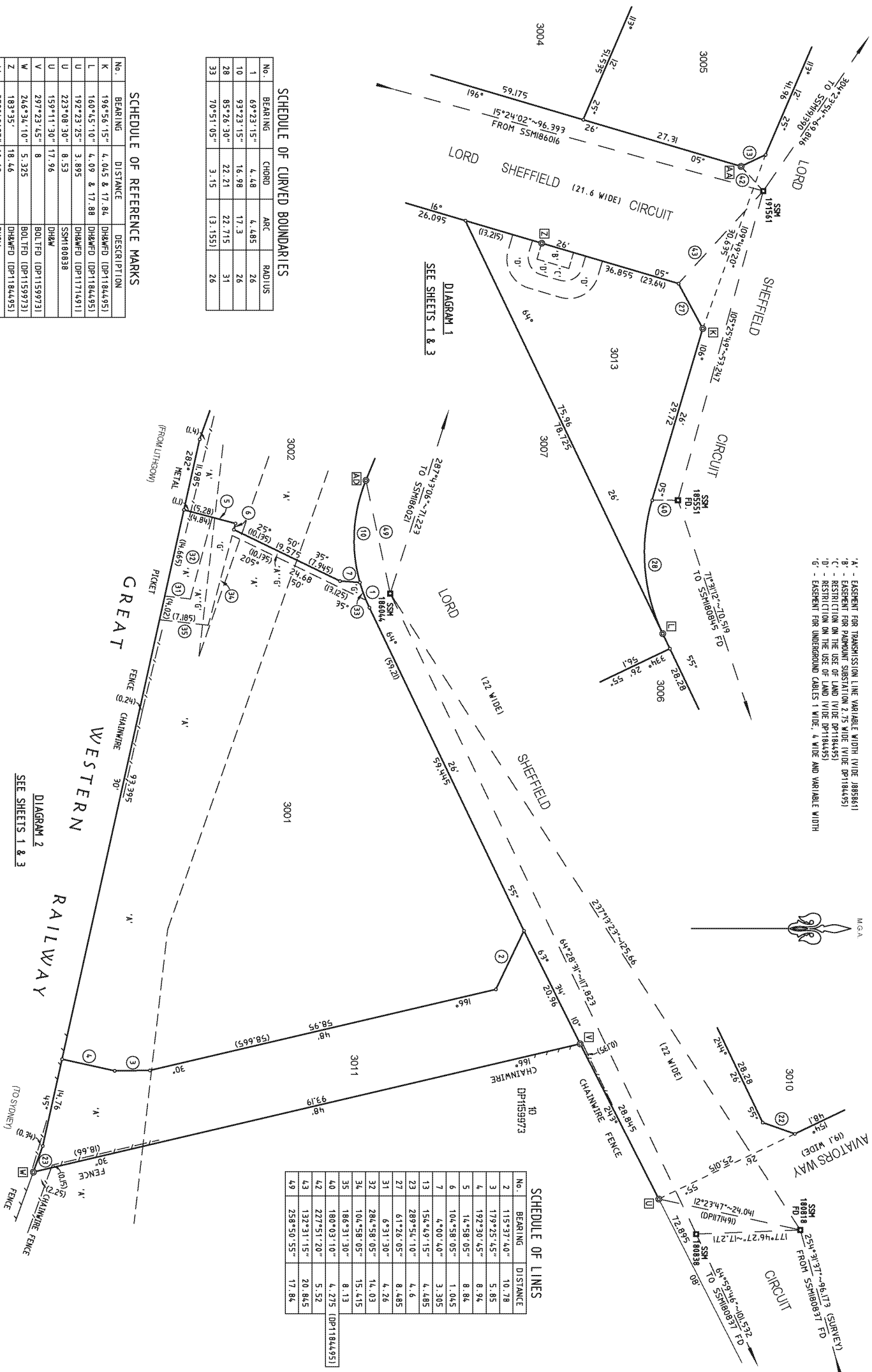
Registered  
1.7.2015

DP1184498

CAD REF.: Z:\072-10 North Penrith - Survey\_AutoCAD Files\07210S29[01] DP1184498

M.G.A.

- A - EASTMENT FOR TRANSMISSION LINE VARIABLE WIDTH (WIDE 1885861)
- B - EASTMENT FOR PAVEMENT SUBSTATION 2.75 WIDE (WIDE DP1184495)
- C - RESTRICTION ON THE USE OF LAND (WIDE DP1184495)
- D - RESTRICTION ON THE USE OF LAND (WIDE DP1184495)
- E - EASTMENT FOR UNDERGROUND CABLES 1 WIDE, 4 WIDE AND VARIABLE WIDTH





SCHEDULE OF REFERENCE MARKS

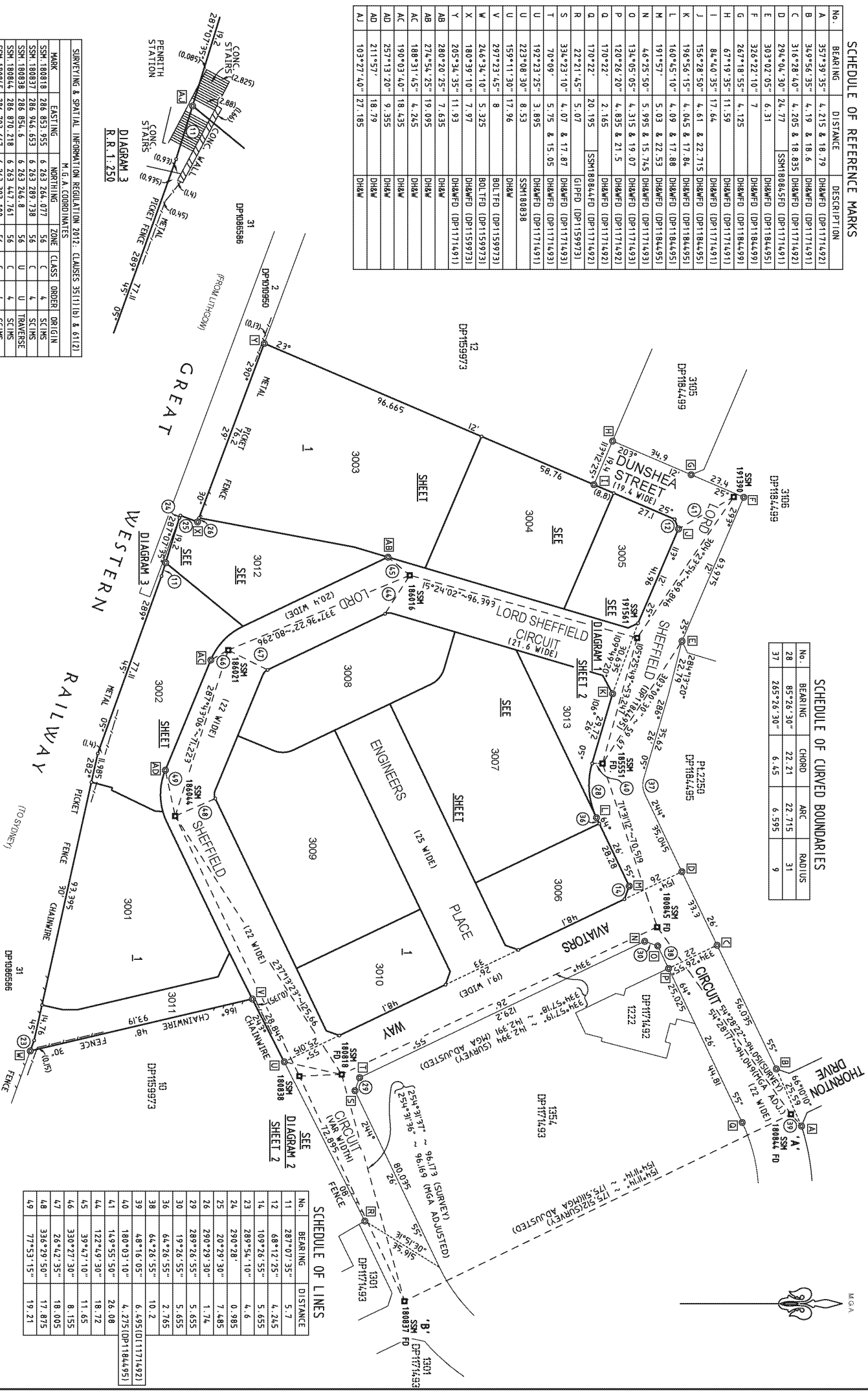
No.	BEARING	DISTANCE	DESCRIPTION
A	357°39'35"	4.215 & 18.79	DH&WD (DP1171492)
B	349°56'35"	4.19 & 18.6	DH&WD (DP1171491)
C	316°28'40"	4.205 & 18.635	DH&WD (DP1171492)
D	294°04'30"	24.77	SSM180845FD (DP1171491)
E	309°02'05"	6.31	DH&WD (DP1184495)
F	326°22'10"	7	DH&WD (DP1184499)
G	267°18'55"	4.125	DH&WD (DP1184499)
H	67°19'35"	11.59	DH&WD (DP1171491)
I	84°40'35"	17.61	DH&WD (DP1171491)
J	156°28'50"	4.61 & 22.715	DH&WD (DP1184495)
K	196°56'15"	4.045 & 17.84	DH&WD (DP1184495)
L	160°45'10"	4.09 & 17.88	DH&WD (DP1184495)
M	191°57'	5.03 & 22.53	DH&WD (DP1171493)
N	46°25'50"	5.995 & 15.745	DH&WD (DP1171493)
O	134°05'05"	4.315 & 19.07	DH&WD (DP1171493)
P	120°26'20"	4.835 & 21.5	DH&WD (DP1171492)
Q	170°22'	2.165	SSM180844FD (DP1171492)
R	170°22'	20.195	SSM180844FD (DP1171492)
S	22°21'45"	5.07	GIPFD (DP1159973)
T	334°23'10"	4.07 & 17.87	DH&WD (DP1171493)
U	70°09'	5.75 & 15.05	DH&WD (DP1171493)
V	192°23'25"	3.895	DH&WD (DP1171491)
W	223°08'30"	8.53	SSM180838
X	159°11'30"	17.96	DH&WD
Y	297°23'45"	8	BOLTFD (DP1159973)
Z	246°34'10"	5.325	BOLTFD (DP1159973)
AA	180°39'10"	7.97	DH&WD (DP1159973)
AB	205°34'35"	11.93	DH&WD (DP1171491)
AC	280°20'25"	7.635	DH&WD
AD	274°54'25"	19.095	DH&WD
AE	188°31'45"	4.245	DH&WD
AF	190°03'40"	18.435	DH&WD
AG	257°13'20"	9.355	DH&WD
AH	211°57'	18.79	DH&WD
AI	103°27'40"	27.185	DH&WD

SCHEDULE OF CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
28	85°26'30"	22.21	22.715	31
37	265°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"	5.655
23	289°54'10"	4.6
24	290°28'	0.985
25	20°29'30"	7.485
26	290°29'30"	1.74
29	289°26'55"	5.655
30	19°26'55"	5.655
36	64°26'55"	2.765
38	48°16'05"	10.2
39	180°03'10"	4.275 (DP1184495)
40	180°03'10"	26.08
44	122°49'30"	11.72
45	39°47'10"	18.155
46	330°27'30"	18.005
47	26°42'35"	17.875
48	36°29'50"	19.21
49	77°53'15"	19.21



MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	ORIGIN
SSM180818	286 853.955	6 263 764.077	56	C	4	SCIMS
SSM180837	286 946.653	6 263 289.738	56	C	4	SCIMS
SSM180838	286 956.6	6 263 246.8	56	C	4	SCIMS
SSM180844	286 870.218	6 263 447.761	56	C	4	SCIMS
SSM180845	286 793.667	6 263 393.100	56	C	4	SCIMS
SSM185551	286 726.8	6 263 370.8	56	C	4	SCIMS
SSM186016	286 649.9	6 263 292.0	56	C	4	SCIMS
SSM186021	286 648.5	6 263 217.8	56	C	4	SCIMS
SSM186044	286 748.3	6 263 196.1	56	C	4	SCIMS
SSM191390	286 617.8	6 263 424.4	56	C	4	SCIMS
SSM191361	286 675.5	6 263 384.9	56	C	4	SCIMS

ESTABLISHED MARK SOURCE: SCIMS DATED 20/04/2015

Surveyor: GRAHAM JOHN HALL  
Date of Survey: 23 APRIL 2015  
Surveyor's Ref: 72-10-3A

PLAN OF  
SUBDIVISION OF LOT 1196 DP1171491

LGA: PENRITH  
Locality: PENRITH  
Subdivision No. 046/15  
Lengths are in metres. Reduction Ratio: 1 : 1000

Registered  
1.7.2015

DP1184498


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

<p>Office Use Only</p> <p>Registered:  1.7.2015</p> <p>Title System: TORRENS</p> <p>Purpose: SUBDIVISION</p>	<p>Office Use Only</p> <p><b>DP1184498</b></p>
<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>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, GRAHAM JOHN HALL .....        of CRAIG &amp; RHODES PTY LTD .....        a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:        *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on 23 APRIL 2015 .....        *(b) The part of the land shown in the plan (*being/*excluding ^ .....        .....        ..... was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>, is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with that regulation.        *(c) The land shown in the plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2012</i>.        Signature <i>Craig Hall</i> ..... Dated: 15/05/2015        Surveyor ID: 1181        Datum Line: 'A' - 'B'        Type: *Urban/*Rural-        The Terrain is *Level Undulating / *Steep Mountainous-        *Strike through if inapplicable.        *Specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey.</p>
<p>Subdivision Certificate SC15/0047</p> <p>I, <i>PETER WOOD</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: <i>[Signature]</i> .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: <i>PENRITH CITY COUNCIL</i> .....</p> <p>Date of endorsement: <i>10/6/15</i> .....</p> <p>Subdivision Certificate number: <i>046/15</i> .....</p> <p>File number: <i>SSD 5348</i> .....</p> <p>*Strike through inapplicable parts.</p>	<p>Plans used in the preparation of survey/compilation</p> <p>DP1159973          DP1171491          DP1171492          DP1171493          DP1184495          DP1184499</p> <p>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>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	<p>Surveyor's Reference: 72-10-3A</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:



1.7.2015

Office Use Only

Office Use Only

DP1184498

PLAN OF

SUBDIVISION OF LOT 1196 DP1171491

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

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

Subdivision Certificate number: 046/15

Date of Endorsement: 10/6/15

IT IS INTENDED TO DEDICATE TO THE PUBLIC

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

AS PUBLIC ROAD.

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

TO CREATE:-

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

TO RELEASE:-

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

SIGNED BY: ELIZABETH BAIRD

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

Elizabeth Baird  
SIGNATURE

SURVEYING AND SPATIAL REGULATION 2012 CLAUSE 60(C)  
STREET ADDRESS INFORMATION IS UNAVAILABLE AT DATE OF SURVEY

If space is insufficient use additional annexure sheet

Surveyor's Reference: 72-10-3A

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
--	---

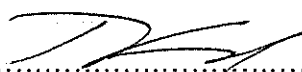
**Part 1**

	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. C2046/15 10/6/15

**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. *CC046/15* *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. CC 046/15 10/6/15

**Part 2 (cont)**

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

  
.....  
Signature of WITNESS

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

C/- Endeavour Energy  
51 Huntingwood Drive  
HUNTINGWOOD NSW 2148

  
.....  
Signature of Attorney

  
.....  
Name of Attorney

  
.....  
Position

Date of Execution: 27 MAY 2015

Reference: UCS0432

APPROVED BY PENRITH CITY COUNCIL .....  
Authorised Officer

Lengths are in Metres

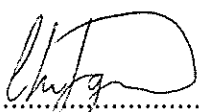
Sheet 5 of 5 Sheets

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

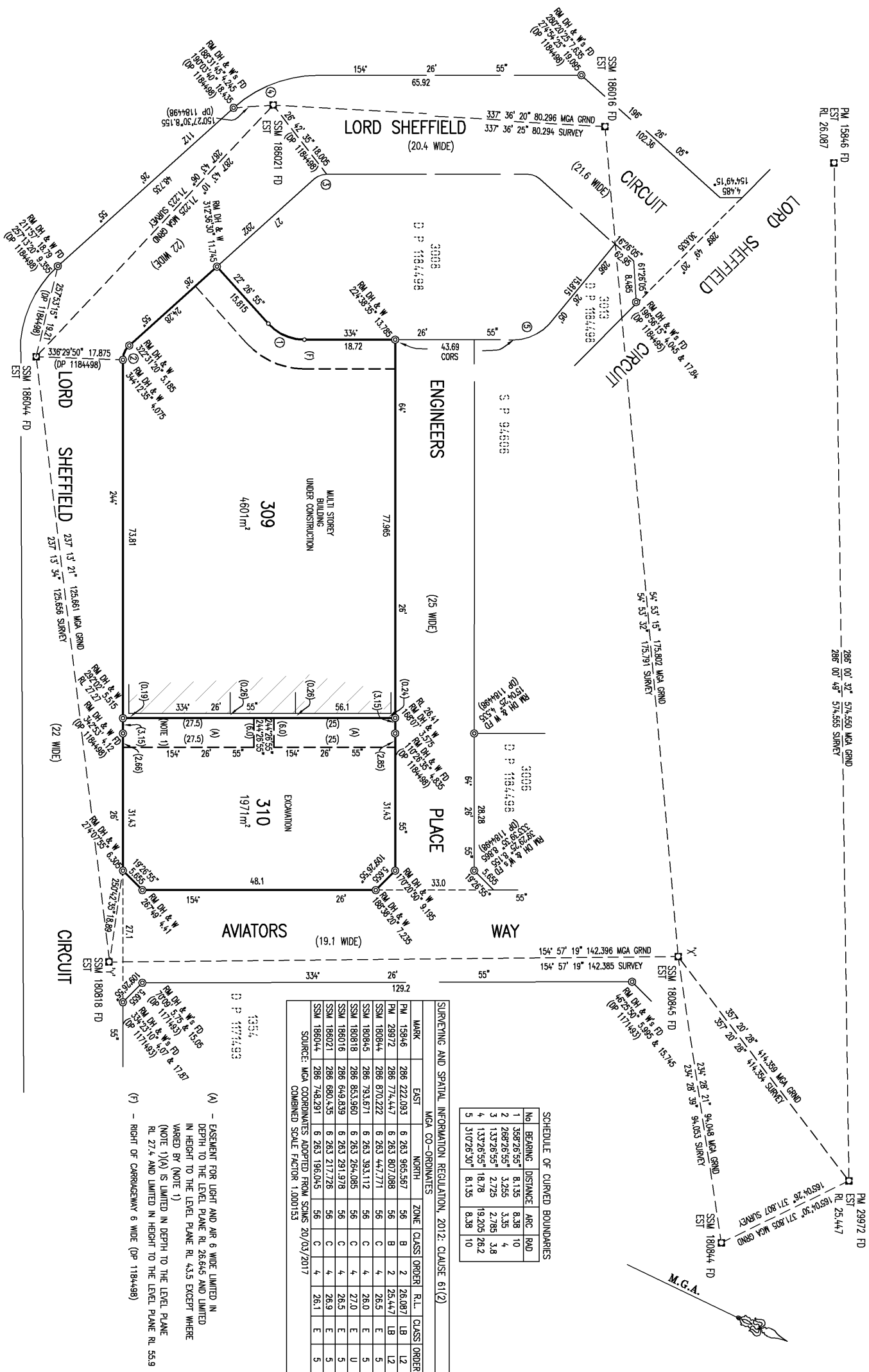
REGISTERED



1.7.2015

APPROVED BY PENRITH CITY COUNCIL .....  
Authorised Officer





SCHEDULE OF CURVED BOUNDARIES				
No	BEARING	DISTANCE	ARC	RAD
1	368°26'55"	8.135	8.38	10
2	268°26'55"	3.255	3.35	4
3	135°26'55"	2.725	2.785	3.8
4	135°26'55"	18.78	19.205	26.2
5	310°26'30"	8.135	8.38	10

SURVEYING AND SPATIAL INFORMATION REGULATION, 2012: CLAUSE 6(12)									
MGA CO-ORDINATES									
MARK	EAST	NORTH	ZONE	CLASS	ORDER	R.L.	CLASS	ORDER	
PM 15846	286 222.093	6 263 965.567	56	B	2	26.087	LB	12	
PM 29972	286 774.447	6 263 807.088	56	B	2	25.447	LB	12	
SSM 180844	286 870.222	6 263 447.771	56	C	4	26.5	E	5	
SSM 180845	286 793.671	6 263 393.112	56	C	4	26.0	E	5	
SSM 180818	286 863.960	6 263 294.085	56	C	4	27.0	E	5	
SSM 186016	286 649.839	6 263 291.978	56	C	4	26.5	E	5	
SSM 186021	286 880.435	6 263 217.726	56	C	4	26.9	E	5	
SSM 186044	286 746.291	6 263 186.045	56	C	4	26.1	E	5	

SOURCE: MGA COORDINATES ADAPTED FROM SCAMS 20/03/2017  
COMBINED SCALE FACTOR 1.000153

- (A) - EASEMENT FOR LIGHT AND AIR 6 WIDE LIMITED IN DEPTH TO THE LEVEL PLANE RL 26.645 AND LIMITED IN HEIGHT TO THE LEVEL PLANE RL 43.5 EXCEPT WHERE VARYED BY (NOTE 1)  
(NOTE 1)(A) IS LIMITED IN DEPTH TO THE LEVEL PLANE RL 27.4 AND LIMITED IN HEIGHT TO THE LEVEL PLANE RL 55.9  
(F) - RIGHT OF CARRIAGEWAY 6 WIDE (DP 1184498)

Surveyor: MITCHELL KEITH AYRES  
Date of Survey: 20.03.2017  
Surveyor's Ref: 170205 DP

SUBDIVISION OF LOTS 3009 AND 3010  
IN DP 1184498

LGA: PENRITH  
Locality: PENRITH  
Subdivision No: 025/17  
Lengths are in metres. Reduction Ratio 1:500(42)

REGISTERED  
20.06.2017

DP1231494

0mm 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Scale of mm

X:\170205\170205 ENGINEERS P.L.C. PENRITH\170205-DP\170205 DP SH101.dwg

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  20.06.2017

Title System: TORRENS

Purpose: SUBDIVISION

DP1231494

SUBDIVISION OF LOTS 3009 AND 3010  
IN DP 1184498

LGA: PENRITH

Locality: PENRITH

Parish: CASTLEREAGH

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File Number: .....

Office: .....

Surveying Certificate

I, MITCHELL KEITH 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*, certify that

\*(a) The land shown in the plan was surveyed in accordance with the  
Surveying and Spatial Information Regulation, 2012, is accurate  
and the survey was completed on: 20.03.2017

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

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

Signature:  Dated: 30/3/2017

Surveyor ID: 8674

Datum Line: 'X' - 'Y'

Type: \*Urban/\*Rural


The terrain is \*Level-Undulating /\*Steep Mountainous.

\*Strike through if inapplicable.

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

Subdivision Certificate

SC17/0022

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

Signature:  .....

Accreditation no: .....

Consent/Authority: PENRITH CITY COUNCIL

Date of Endorsement: 11/5/17

Subdivision Certificate no: 025/17

File no: DA15/0418

\*Strike through if inapplicable

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

Plans used in the preparation of survey/compilation

DP 1184498

DP 1171493

If space is insufficient continue on PLAN FORM 6A

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

SURVEYORS REFERENCE: 170205 DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:



20.06.2017

SUBDIVISION OF LOTS 3009 AND 3010  
IN DP 1184498

DP1231494

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

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

Subdivision Certificate No: 025/17

Date of Endorsement: 11/5/17

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

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

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

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

2 Tweedy  
Level Attorney  
XIAOJING SHEN  
Witness/Bank Officer

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 170205 DP

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:



20.06.2017

SUBDIVISION OF LOTS 3009 AND 3010  
IN DP 1184498

DP1231494

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

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

Subdivision Certificate No: 024/17

Date of Endorsement: 11/5/17

Deborah Landes  
Director

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

Timothy Casey  
Director

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

Deborah Landes  
Director

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

Timothy Casey  
Director

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

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 170205 DP

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

(Sheet 1 of 3 sheets) CC025/17

11/5/17

**Plan: DP1231494**

Plan of Subdivision of  
Lots 3009 and 3010 DP 1184498

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

**PART 1 - CREATION**

<b>Number of item shown in the intention panel on the plan</b>	<b>Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan</b>	<b>Servient Tenement</b>	<b>Dominant Tenement</b>
1.	Easement for light and air 6 wide (limited in height and stratum)	Lot 310 Deposited Plan 1184498	Lot 309 Deposited Plan 1184498

**PART 2 - TERMS**


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

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

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

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

1 of 3

  
Penrith City Council – authorise signatory

Signed pursuant to S377 of the  
Local Government Act 1993



DP1231494

EXECUTION

CC025/17  
11/5/17

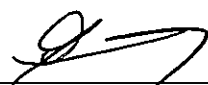
Dated the \_\_\_\_\_ day of \_\_\_\_\_

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

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



Director/Secretary  
Print Name:  
DEBORAH ESTHER LANDES




Director  
Print Name:  
TIMOTHY GAVIN CASEY

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



Director/Secretary  
Print Name:  
DEBORAH ESTHER LANDES



Director  
Print Name:  
TIMOTHY GAVIN CASEY

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

2 R. Tweedy  
.....  
Level Attorney

XIAOTING SHEN  
.....  
Witness/Bank Officer

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

  
Penrith City Council - authorise signatory

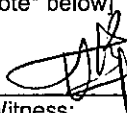


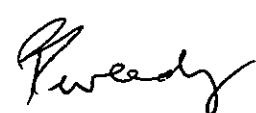
# DP1231494

Executed by Mortgagee


CC025/17  
11/5/17


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

Witness:   
Full Name: **XIAOJING SHEN**  
Address: **LEVEL 22, 285 GEORGE STREET, SYDNEY**

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


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

Witness:   
Full Name: **ANGELA DAWSON**  
Address: **601 HIGH STREET  
PENRITH**

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

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

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

  
Penrith City Council - authorise signatory

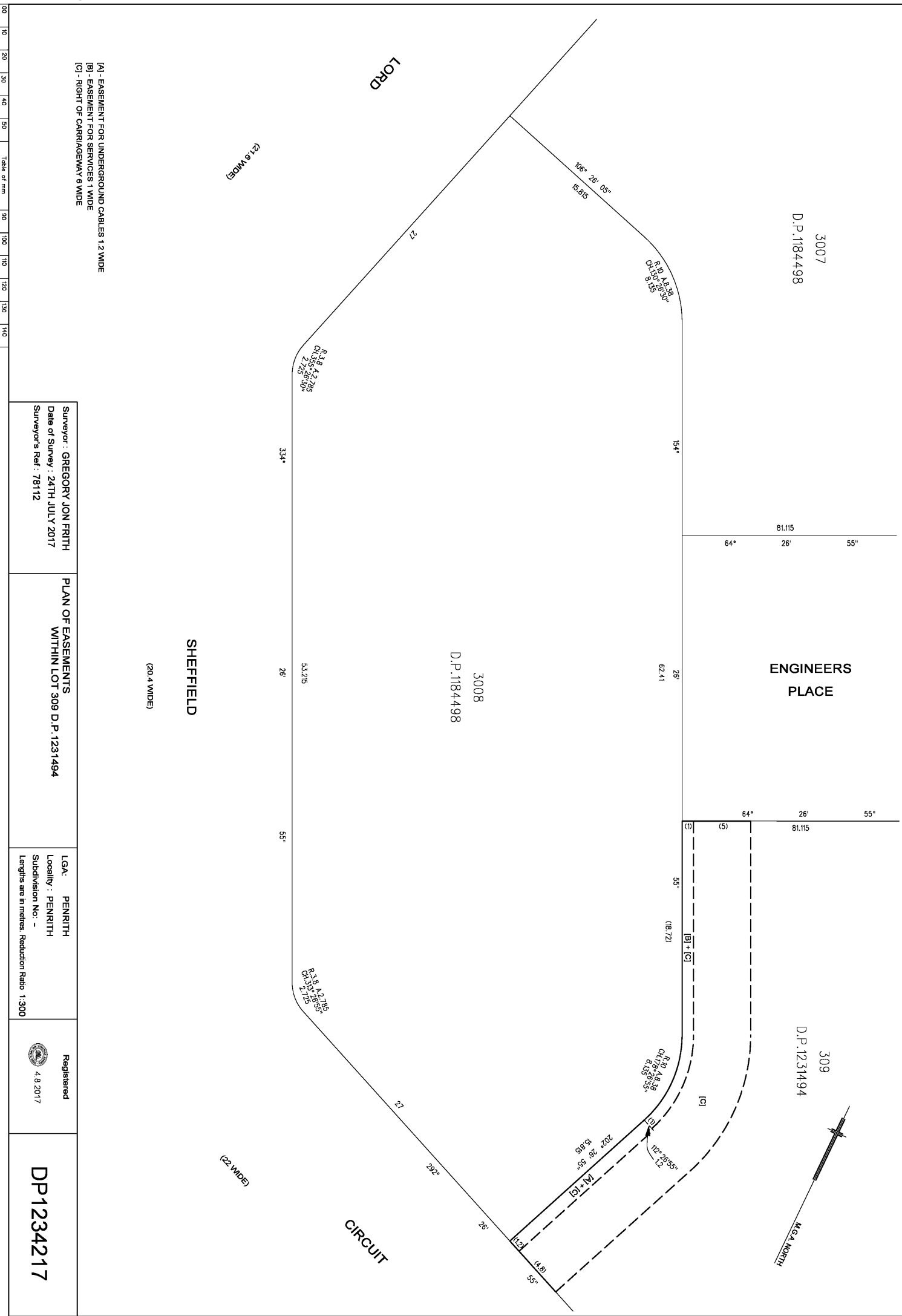
3 of 3



20.06.2017



REGISTERED





PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Registered:  4.8.2017</p> <p>Title System: TORRENS</p> <p>Purpose: EASEMENTS</p>	<p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1234217</p>
<p>PLAN OF EASEMENTS WITHIN LOT 309 D.P.1231494</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 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>GREGORY JON FRITH</u></p> <p>of <u>RYGATE &amp; COMPANY PTY. LIMITED, SYDNEY</u></p> <p>a surveyor registered under the Surveying and Spatial Information Act 2002, certify that :</p> <p><del>*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on .....</del></p> <p><del>*(b) The part of the land shown in the plan (*being/*excluding ^ ..... ) was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on, ..... the part not surveyed was compiled in accordance with the Regulation.</del></p> <p>*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.</p> <p>Signature:  Date: <u>24/7/2017</u></p> <p>Surveyor ID: <u>1066</u></p> <p>Datum Line: <u>"X" - "Y"</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 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 Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: .....</p> <p>Accreditation number: .....</p> <p>Consent Authority: .....</p> <p>Date of endorsement: .....</p> <p>Subdivision Certificate number: .....</p> <p>File number: .....</p> <p>* Strike through if inapplicable.</p>	<p>Plans used in preparation of <del>survey</del>/compilation</p> <p>D.P.1184498 D.P.1231494</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: 78112</p>

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:  4.8.2017

PLAN OF EASEMENTS  
WITHIN LOT 309 D.P.1231494

DP1234217

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

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

Subdivision Certificate number : .....

Date of Endorsement : .....

SCHEDULE OF LOTS AND ADDRESSES

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

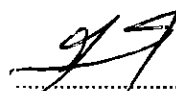
PURSUANT TO SECTION 88B OF THE  
CONVEYANCING ACT 1919 IT IS INTENDED  
TO CREATE :-

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

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

)  
)  
)

SIGNATURE



PRINT NAME TIMOTHY GAVIN CASEY

(DIRECTOR)

SIGNATURE



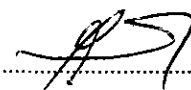
PRINT NAME DEBORAH ESTHER LANDES

(DIRECTOR/SECRETARY)

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

)  
)  
)

SIGNATURE



TIMOTHY GAVIN CASEY

(SOLE DIRECTOR/SECRETARY)

If space is insufficient use additional annexure sheet

Surveyors Reference : 78112

PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

Office Use Only

Office Use Only

Registered:



4.8.2017

PLAN OF EASEMENTS

WITHIN LOT 309 D.P.1231494

DP1234217

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

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

Subdivision Certificate number : .....

Date of Endorsement : .....

MORTGAGEE:

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

WITNESS

CAROLINE SHEN  
Associate  
NAB Corporate Property NSW

ATTORNEY

RACHEL TWEEDY  
Associate Director  
NAB Corporate Property NSW

If space is insufficient use additional annexure sheet

Surveyors Reference : 78112

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

Lengths are in metres

(Sheet 1 of 6 sheets)

**PLAN : DP1234217**

Plan of Easements within  
Lot 309 D.P.1231494

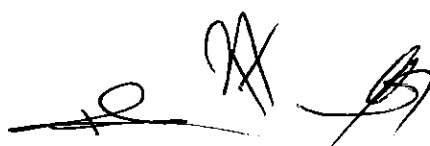
**Full Name and Address of  
the owner of the land :**

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

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

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan:	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for underground cables 1.2 wide [A]	309 D.P.1231494	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
2.	Easement for Services 1 wide [B]	309 D.P.1231494	3008 D.P.1184498
3.	Right of Carriageway 6 wide [C]	309 D.P.1231494	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)



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

Lengths are in metres

(Sheet 2 of 6 sheets)

**PLAN : DP1234217**

Plan of Easements within  
Lot 309 D.P.1231494

**PART 2 (Terms)**

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

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

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

Epsilon Distribution Ministerial Holding Corporation

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

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

Handwritten signatures, likely representing the parties involved in the easement agreement.

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

Lengths are in metres

(Sheet 3 of 6 sheets)

**PLAN : DP1234217**

Plan of Easements within  
Lot 309 D.P.1231494

(e) make good any collateral damage.

4. For the purposes of this easement,

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

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

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

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

Epsilon Distribution Ministerial Holding Corporation

A handwritten signature in black ink, consisting of a stylized 'E' followed by a series of loops and a final flourish.

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

Lengths are in metres

(Sheet 4 of 6 sheets)

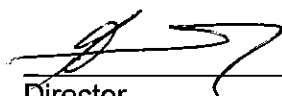
**PLAN : DP1234217**

Plan of Easements within  
Lot 309 D.P.1231494

**EXECUTED BY-**

**THORNTON NORTH PENRITH No.2 PTY LIMITED**

ACN 606 524 707 In accordance with Section 127(1)  
of the *Corporations Act 2001* (Cth)



Director



Director/Secretary

TIMOTHY GAVIN CASEY

Print Name

DEBORAH ESTHER LANDES

Print Name

**EXECUTED BY-**

**ST HILLIERS (Q) PTY LIMITED**

ACN 617 373 841

in accordance with Section 127(1) of  
the *Corporations Act 2001* (Cth)



Timothy Gavin Casey  
Sole Director/Secretary



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

Lengths are in metres

(Sheet 5 of 6 sheets)

**PLAN : DP1234217**

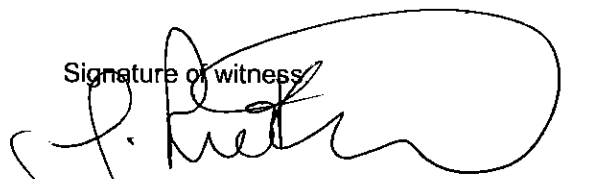
Plan of Easements within  
Lot 309 D.P.1231494

**EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 59 253 130 878**

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

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

Signature of witness:



Name of witness:

**GEOFFREY RIETHMULLER**

Address of witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith  
Manager Property & Fleet

Power of attorney: Book 4727 No 524

Signing on behalf of:

Endeavour Energy Network Asset Partnership  
ABN 30 586 412 717

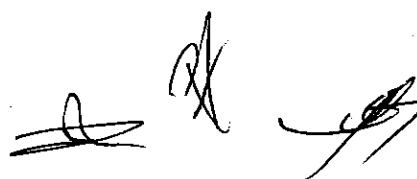
Endeavour Energy reference:

**UML7891**

Date of signature:

**10 July 2017**

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





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

Lengths are in metres

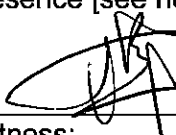
(Sheet 6 of 6 sheets)

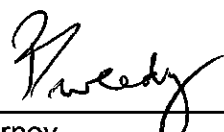
**PLAN : DP1234217**

Plan of Easements within  
Lot 309 D.P.1231494

**Executed by Mortgagee**

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

  
Witness:  
Full Name: CAROLINE SHEN  
Associate  
Address NAB Corporate Property NSW  
Level 22, 265 George Street Sydney

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

REGISTERED



4.8.2017

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



DP1234247

PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Registered:  14.08.2017  
Title System: TORRENS  
Purpose: EASEMENT

Office Use Only

Office Use Only

DP1234247

PLAN OF  
EASEMENTS WITHIN LOT 309 D.P.1231494

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

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....  
Date: .....  
File Number: .....  
Office: .....

Survey Certificate

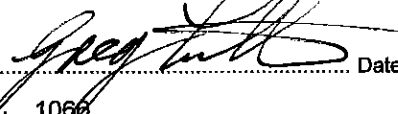
I, GREGORY JON FRITH  
of RYGATE & COMPANY PTY. LIMITED, SYDNEY

a surveyor registered under the Surveying and Spatial Information Act  
2002, certify that:

\*(a) The land shown in the plan was surveyed in accordance with the  
Surveying and Spatial Information Regulation 2012, is accurate  
and the survey was completed on 24TH JULY 2017

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

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

Signature:  Date: 24/07/2017

Surveyor ID: 1066

Datum Line: "X" - "Y"

Type: \*Urban/\*Rural

The terrain is \*Level-Undulating / \*~~Steep-Mountainous~~

\* Strike through if inapplicable.

^ Specify the land actually surveyed or specify any land shown in the plan that  
is not the subject of the survey

Subdivision Certificate

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

Signature: .....  
Accreditation number: .....  
Consent Authority: .....  
Date of endorsement: .....  
Subdivision Certificate number: .....  
File number: .....

\* Strike through if inapplicable.

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

Plans used in preparation of survey/compilation-  
D.P.1231494, D.P.1184498

If space is insufficient continue on PLAN FORM 6A

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

Surveyors Reference: 77564

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)

Registered: 14.08.2017



Office Use Only

Office Use Only

PLAN OF  
EASEMENTS WITHIN LOT 309 D.P.1231494

DP1234247

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

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

Subdivision Certificate number : .....

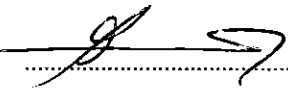
Date of Endorsement : .....


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

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


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

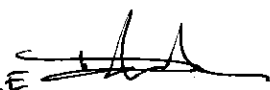
EXECUTED BY -  
THORNTON NORTH PENRITH NO.2 PTY LIMITED  
ACN 606 524 707

SIGNATURE   
PRINT NAME TIMOTHY GAVIN CASEY  
(DIRECTOR)

SIGNATURE   
PRINT NAME DEBORAH LANDES  
(DIRECTOR/SECRETARY)

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

SIGNATURE   
PRINT NAME TIMOTHY GAVIN CASEY  
DIRECTOR

SIGNATURE   
PRINT NAME DEBORAH LANDES  
DIRECTOR/SECRETARY

If space is insufficient use additional annexure sheet

Surveyors Reference : 77564

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 7 of 3 sheet(s)

Office Use Only

Office Use Only

Registered: 14.08.2017



PLAN OF  
EASEMENTS WITHIN LOT 309 D.P.1231494

DP1234247

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

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

Subdivision Certificate number : .....

Date of Endorsement : .....

MORTGAGEE:-

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

WITNESS CAROLINE SHEN  
Associate  
NAB Corporate Property NSW

RACHEL TWEEDY  
Associate Director  
NAB Corporate Property NSW

If space is insufficient use additional annexure sheet

Surveyors Reference : 77564

ePlan

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

(Sheet 1 of 9 sheets)

Plan: **DP1234247**

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

<b>Full name and address of proprietors of the land</b>	THORNTON NORTH PENRITH NO.2 PTY LIMITED (ACN 606 524 707) Level 3, 8 Windmill Street, Walsh Bay Sydney NSW 2000
---	--

**PART 1 - CREATION**

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefitted lots, roads, bodies or prescribed Authorities
1.	Easement for padmount substation <del>2.75</del> wide (A) <b>2.77</b>	309/1231494	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
<del>2.</del> <b>2.</b>	Restriction on use of land variable width (B)	309/1231494	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
<del>3.</del> <b>3.</b>	Easement for underground cables 1 wide <del>and variable</del> (C)	309/1231494	310/ 1231494


**PART 2 – TERMS**

**1. Terms of easement for padmount substation ~~2.75~~ wide (A) In the plan**

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

# Plan: DP1234247

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



# Plan: DP1234247

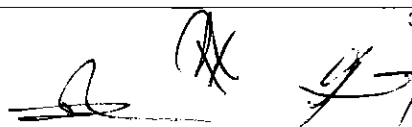
lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

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

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

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

- 1 Definitions - In this restriction the following definitions are given:
- 1.1 **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
  - 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
  - 1.3 **erect** includes construct, install, build and maintain.
  - 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2 No building shall be erected or permitted to remain within the restriction site unless:
- 2.1 the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
  - 2.2 the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
  - 2.3 the owner provides the authority benefited with an engineer's certificate to this effect.
- 3 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.





# Plan: DP1234247

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

## **Name of person empowered to release, vary or modify restriction (B) in the plan**

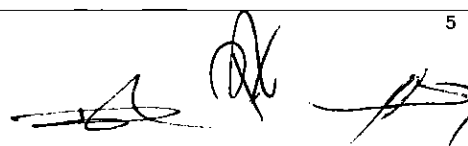
Epsilon Distribution Ministerial Holding Corporation

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

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

# Plan: DP1234247

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



Plan: **DP1234247**

**EXECUTION**

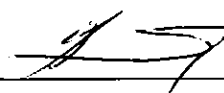
Dated the \_\_\_\_\_ day of \_\_\_\_\_ 2017

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

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



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

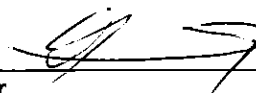


Director  
Print Name: **TIMOTHY GAVIN CASEY**

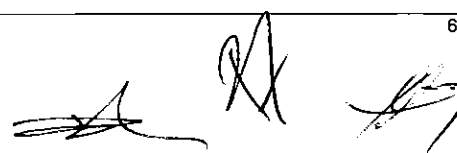
**EXECUTED by** )  
**THORNTON NORTH PENRITH NO. 3** )  
**PTY LTD** ACN 629 023 154 )  
in accordance with Section 127(1) of the  
*Corporations Act 2001* (Cth)



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



Director  
Print Name: **TIMOTHY GAVIN CASEY**

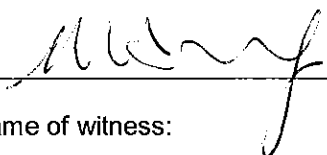


Plan: **DP1234247**

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

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

Signature of witness:

  
\_\_\_\_\_

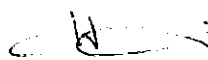
Name of witness:

Michelle Allomby  
\_\_\_\_\_

Address of witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Signature of attorney:

  
\_\_\_\_\_

Name and position of attorney:

Helen Smith  
Manager Property & Fleet

Power of attorney: Book 4727 No 524

Signing on behalf of:

Endeavour Energy Network Asset Partnership  
ABN 30 586 412 717

Endeavour Energy reference:

UML7039  
\_\_\_\_\_

Date of signature:

10 July 2017  
\_\_\_\_\_

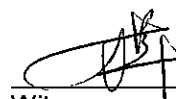
*\*\* S117 of the Real Property Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*  
**UML7039**

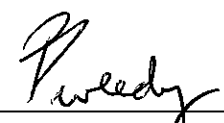


Plan: **DP1234247**

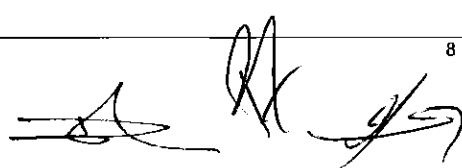
**Executed by Mortgagee**

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

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

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

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



Plan: DP1234247

REGISTERED



14.08.2017

9

Three handwritten signatures are visible in the bottom right corner of the page. The first signature is a stylized 'A' with a horizontal line. The second signature is a stylized 'X' with a vertical line. The third signature is a stylized 'A' with a horizontal line.

Form: 15CH  
Release: 2-2

**CONSOLIDATION/  
CHANGE OF BY-LAWS**  
New South Wales  
Strata Schemes Management Act 2015  
Real Property Act 1900



**AQ174297V**

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

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

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

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

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

Signature:

Name:

Authority: STRATA MANAGING AGENT

Signature:

Name:

Authority:



## ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

### STRATA SCHEME 96192

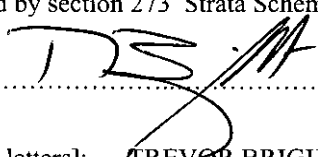
#### INDEX OF BY-LAWS

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



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

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

Signature(s): .....  .....

Name(s) [use block letters]: ...TREVOR BRIGHT.....

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



## 1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

**Council** is Penrith City Council and its successor.

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

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

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

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

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

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

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

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

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

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

**Lot** is a lot in the Strata Scheme.

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

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

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

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

**Owners Corporation** is the Owners Corporation of the Strata Scheme.

**Permitted Vehicle** means:

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

TB

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

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

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

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

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

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

**Strata Committee** means the strata Committee of the Owners Corporation.

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

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

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

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

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

**Works Insurance** means:

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

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

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

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

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

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

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

## 2. INTERPRETATION

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

*DB*

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

### **3. THE BY-LAWS AND COMPLIANCE**

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

### **4. NON COMPLIANCE WITH BY-LAWS**

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

### **5. BEHAVIOUR WITHIN THE STRATA SCHEME**

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

DB

- (d) not obstruct pathways and driveways on the Strata Scheme and any easement giving access to the Strata Scheme or use by them for any other purpose than the reasonable ingress and egress to and from their particular Lot;
- (e) not do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme; and
- (f) damage any lawn, garden, tree, shrub, plant flower or landscaping on Common Property except with the prior approval of the Owners Corporation.

5.2 **(Children Supervised)** An Owner or Occupier must not permit any child less than twelve (12) years of age to be on or play on Common Property including the carparking area or any other area of possible danger or hazard to children unless accompanied by an adult Owner, Occupier or Invitee exercising effective control.

5.3 **(No Illegal Use)** An Owner or Occupier must not use any Lot or any part of the Common Property for any purpose which may be illegal or injurious to the reputation of an Owner or Occupier or the Strata Scheme or the Owners Corporation.

## 6. BEHAVIOUR OF INVITEES

6.1 **(Invitees)** An Owner or Occupier must ensure their Invitees:

- (a) comply with the By-Laws in all respects including, but not limited to, By-Laws specifically relating to the behaviour of an Owner or Occupier;
- (b) leave the Strata Scheme if they do not comply as required by By-Law 6.1(a); and
- (c) do not do anything an Owner or Occupier is not themselves entitled to do under the By-Laws or any applicable Rules, including behave in a manner likely to interfere with the peaceful enjoyment of an Owner or Occupier or any other person lawfully on Common Property.

6.2 **(Lessees bound)** If an Owner leases or licences their Lot, the Owner must:

- (a) take all reasonable steps to ensure the Occupier and their Invitees comply with the By-Laws or leaves the Strata Scheme;
- (b) give their tenant or licensee a copy of the By-Laws and any applicable Rules; and
- (c) take all action reasonably available to them, including action under the lease or licence to ensure the tenant or licensee and their visitors comply with By-Law 6.1(a) or leaves the Strata Scheme.

## 7. PERMITTED USAGE

7.1 **(Lot Uses)** Each Owner or Occupier:

- (a) is to use its Lot only for the purposes of residential accommodation, except for a Lot or that part of a Lot designated as:
  - (i) a car space, which is to be used only for parking a Permitted Vehicle or in accordance with By-Law 9.1 or 9.2, as the case may be; or
  - (ii) a store or storage space, which is to be used only for the storage of goods incidental to residential use;
- (b) must not lease or licence their Lot:
  - (i) in part;
  - (ii) for a period of less than three (3) consecutive calendar months;
- (c) not permit, in respect of their Lot:
  - (i) more than two (2) adult people to occupy any bedroom and each bedroom shall contain no more than two (2) beds, excluding children's beds, cots or bassinets;
  - (ii) the total number of adults who reside in a Lot to exceed twice the number of approved bedrooms.
  - (iii) a variation in the number of bedrooms within the Lot without prior consent of the Owners Corporation, Council and any other relevant Government Agency.

7.2 **(Change Notified)** For any other usage other than contemplated in By-Law 7.1, the Owner or Occupier must obtain the written authority of the Owners Corporation prior to seeking the consent of Council and any relevant Government Authority to engage in such other use. An Owner or Occupier must notify the Owners Corporation if the Owner or Occupier changes the existing use of their Lot (and if necessary obtain the authority and consents) and/or does any thing that may affect the insurance premiums for the Strata Scheme.

7.3 **(Use Prohibitions)** No Lot or part of the Common Property shall be used for:

- (a) any purpose which causes or may cause unreasonable interference to the use and enjoyment of other Lots by vibration, gases, vapours, dust, fumes, soot, ash, waste water, grit, oil or other impurities which are sobering up unit dangerous or prejudicial to health; or

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

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

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

## 8. SECURITY DEVICES & ACCESS

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

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

8.2 **(Security Devices)**

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

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

## 9. PARKING, LOADING & TRAFFIC CONTROL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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and the Owner or Occupier must

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

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

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

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

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

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

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

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

## 10. STORAGE SPACE

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

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

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

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

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

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

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

## 11. STORAGE OF LIQUIDS & MATERIALS

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

## 12. WINDOW COVERINGS

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

## 13. CLEANING WINDOWS & DOORS

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

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

## 14. AIR-CONDITIONING

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

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

## 15. **BALCONIES, COURTYARDS & LOT GARDENS**

- 15.1 **(Balcony items)** a Planter boxes, plants, landscaping, and occasional furniture ("**Furniture**") may be kept on the balcony of a Lot provided:
- (a) it is of a high quality and finish and in keeping with the aesthetic and appearance of the Building;
  - (b) is or a type or material designated or approved by the Owners Corporation;
  - (c) does not interfere with any other Owner or Occupier;
  - (d) does not cause damage to a Lot or Common Property;
  - (e) if plants, they do not exceed the height of the balustrade of the balcony or courtyard or other height designated by the Owners Corporation;
  - (f) any plants which are visible from outside the Strata Scheme are well maintained and are healthy;
  - (g) the Furniture is safely secured to prevent movement due to adverse weather conditions.
- 15.2 **(Removal of Furniture)** An Owner or Occupier must remove Furniture from their balcony or courtyard if the Furniture:
- (a) does not comply with the provisions of By-Law 15.1;
  - (b) is unsightly, visibly offensive or not in keeping with the aesthetic and appearance of the Building; or
  - (c) has or may cause damage to a Lot, Common Property or any other part of the Building.
- 15.3 **(Restrictions on Balcony)** Except as permitted by these By-Laws, an Owner or Occupier must not hang or place any laundry, clothing, towels, bedding, wind chimes, decorations, surfboards, or bicycles on the balcony, courtyard or garden areas of a Lot.
- 15.4 **(Gardens and landscaped areas)** If a Lot includes a garden area or landscaped area, the Owner or Occupier of that Lot must, at its expense:
- (a) maintain that garden area or landscaped area in a neat and tidy condition and free from litter;
  - (b) ensure that the garden area or landscaped area is maintained in a manner consistent with the original landscaping of the garden area or landscaped area forming part of that Lot or as the Owners Corporation otherwise reasonably directs; and
  - (c) ensure that:
    - (i) any dead plants are promptly replaced;

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

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

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

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

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

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

**16. OTHER OBLIGATIONS ON THE OWNER OR OCCUPIER**

An Owner or Occupier must:

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

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

An Owner and Occupier:

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

## **18. DAMAGE TO COMMON PROPERTY**

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

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

## **19. BUILDING WORKS**

### **Purpose of By-law**

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

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

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

### **Retrospective application for unauthorised Building Works**

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

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

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

## **CONDITIONS**

### **The Application Process**

#### **(i) Cosmetic Works**

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

#### **(ii) Minor Renovations**

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

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

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

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

**Building Works Items List**

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

**Lot Register of Building Works**

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

**Conditions Applicable to all Minor Renovations or Major Renovations**

**(i) Hours of Works**

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

as may be approved by the Owners Corporation.

**(ii) Compliance with Codes**

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

**(iii) Bond**

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

**(iv) Building Works involving Floor Coverings**

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

**General Conditions**

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

**After Completion of the Building Works**

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

#### **Owner's Enduring Obligations**

##### **(i) Maintenance and Repair**

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

##### **(ii) Liability and Indemnity**

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

##### **(iii) Repair of Damage**

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

#### **Breach of By-law**

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



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

**Annexure A**

**APPLICATION TO PERFORM BUILDING WORKS**

**To the Secretary & strata managing agent**

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

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

Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....

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

**Annexure B**  
**BUILDING  
WORKS ITEMS  
LIST**  
**CATEGORIES OF BUILDING WORKS**

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

**Cosmetic Works**

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

**Minor Renovations**

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

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

#### **Major Renovations**

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

## **20. WORK HEALTH & SAFETY**

20.1 **(No hazard)** An Owner or 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 thereto 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 failing.

**21. DISPLAYING A SIGN OR ADVERTISEMENT**

21.1 **(No Lot Signage)** 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 of the Lot or;
- (b) Common Property.

21.2 **(Temporary Signs)** 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 properly kept and maintained by the respective Owner or Occupier at their own cost;
- (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 purpose 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 **(No animals except as permitted)** 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 **(Guide dogs)** 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 **(Certain pets permitted)** Owners and Occupiers 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 as 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 **(Refusal to Keep Pets)** The Owners Corporation must not give an Owner or Occupier consent (and By-law 22.3 does not permit and 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 **(Control of Pet Owners)** 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

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- (e) ensure that in keeping 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 **(Revocation of rights)** 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 the 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 utilise 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 **(Easements)** 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 **(Obligations)** 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 persons 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 **(Owners Corporation Consent)** Subject to the By-laws, an Owner or 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 **(Powers of the Owners Corporation)** 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 **(Changing Rules)** The Owners Corporation may add to or change the Rules at any time.

26.3 **(Obligations)** Owners and Occupiers must comply with the Rules.

26.4 **(Inconsistent with the By-law)** 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.

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## **27. BUILDING SECURITY**

- 27.1 **(Security and fire safety equipment)** 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 and 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 **(No liability)** 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 powers:
    - (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 SERVICES**

- 28.1 **(Additional services or amenities)** Notwithstanding the provisions of any other By-law, the Owners Corporation may enter into agreements 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 **(Power to refurbish)** 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 **(Right of access)** 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 **(Disposal Requirements)** An Owner or Occupier must:
- (a) ensure that Garbage is placed in appropriate bags, tied securely and otherwise 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 areas 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 not normally remove as part of its normal collection service;
  - (d) remove rubbish and Garbage and clean the relevant part of the Common Property where that Owner or Occupier has spilt 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 cardboard or other packaging in any garbage chute;
  - (v) deposit an item in any garbage chute that is reasonably likely to block it.

**31.2 (Restrictions)** 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 a 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 (Hazardous Waste)** 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 (Garbage Contractor)** 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 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 (Right to restrict access)** 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 restricted 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 (Building Manager)** The Owners Corporation may:

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

- (a) cleaning services;
- (b) caretaking services;
- (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-ordinating 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 **(Provisions)** 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 **(Further Agreement)** 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 **(Initial Period)** 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 **(No Obstruction)** 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 **(Additional services)** 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 **(Hours of operation)** 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 conditions for use of:

- (a) facilities situated on the Common Property;
- (b) services provided to the Owners Corporation; and
- (c) deliveries to or from a Lot or Lots through or on Common Property.

### 36. TELECOMMUNICATION SERVICES

36.1 **(Telecommunications)** Except to the extent permitted by law, the Strata 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 Strata 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.
- (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 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 into 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 reasonable endeavours to operate, maintain, repair and replace the Hot Water System.
- (d) The Owner 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 into 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

##### General Requirements

- (1) 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.
- (2) An Owner must ensure that any Floor Works meet the following minimum requirements:
  - (i) Hard floor finishes must achieve a minimum 4-star rating with Australian Association of Acoustical Consultants (AAAC)
  - (ii) Soft floor finishes must achieve a minimum 6-star rating with Australian Association of Acoustical Consultants (AAAC)

##### Before commencement of the Floor Works

- (3) Before commencement of the Floor Works, an Owner must:
  - (i) submit to the Owners Corporation, an **Application To Perform Building Works** as required under **By-law 19 – Building Works**. The application 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, as required under **By-law 19 – Building Works**, if requested by the Owners Corporation;
  - (iii) provide a complete proposal concerning the Floor Works including, but not limited to:
    - (a) plans and specifications of the proposed works;
    - (b) specifications of any sound rating, type, size together with the manufacturer's or supplier's 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 (3)(iii)(a) and (b) above.
  - (v) comply with all other requirements of **By-law 19 – Building Works** in respect of the Floor Works to be undertaken.
- (4) Where an Owner is installing a hard floor surface the Owners Corporation will:
  - (i) prior to undertaking the Floor Works, make payment to the Owners Corporation to cover the cost of carrying out the acoustic testing both before and after undertaking the Floor Works, by a qualified acoustic consultant to be nominated by the Owners Corporation.
  - (ii) prior to the undertaking the Floor Works, provide access to their Lot for the purpose of an acoustic engineer undertaking acoustic testing to confirm that the installation of the proposed flooring will meet the required minimum star rating as set out in clause (2) (a) of this by-law before the Owner

commences Floor Works. This is to ensure that the Owner will avoid having to remove the Floor Works if not compliant with clause 2 (a) of the by-law.

### **Undertaking Floor Works**

(5) 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 minimum star rating as specified in clause (2) 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, and specifically **By-law 19 – Building Works**.

### **After Floor Works are Undertaken**

(6) 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;
- (iii) provide access to their Lot for the purpose of an acoustic engineer undertaking acoustic testing to demonstrate that this by-law has been complied with. The acoustic testing must be completed within 30 days of the completion of the Floor Works

(7) Where the Owner fails to be compliant with clause 2 of the by-law, the Owner must within 21 days of notice from the Owners Corporation, rectify the acoustic issue, pay any additional costs for tests or assessments and provide access to the Lot for the Owners Corporation to complete relevant acoustic testing.

## General Conditions

(8) 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.

(9) 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.

## Owner's Obligations

(10) 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.
- (v) indemnify and keep indemnified the Owners Corporation against liability under *section 122 (6)* of the *Strata Schemes Management Act 2015* in respect of repair of the Common Property attached to, or only accessible from, the Floor Works.

- (11) No matter if **By-law 19 - Building Works** is repealed or amended, the Owner shall always remain responsible for the cost of installing, repairing, maintaining and replacing (when necessary) the Floor Works undertaken pursuant to this by-law.

## Breach of By-law

(12) 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.

## Removal of Floor Works

- (13) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.
- (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.
- (14) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.

**41. NEIGHBOURING STRATA ACCESS LINK – EXCLUSIVE USE AND SPECIAL PRIVILEGE**

**(Rights and privileges)** The Owner or occupier of a Carspace Stand Alone Lot or a Storage Space Stand Alone Lot:

- (a) has the exclusive use and benefit of using that part of the Common Property forming the Neighbouring Strata Access Link.
- (b) must allow the Owners Corporation access to the Neighbouring Strata Access Link so as to allow the Owners Corporation to exercise its rights and comply with its obligations under the Act and the By-Laws.

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

Signature(s): .....

Name(s) [use block letters]: ..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.~~

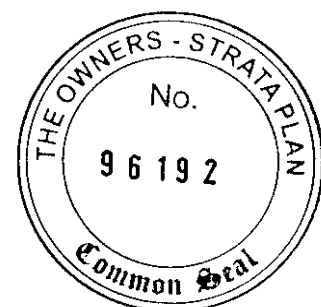
The seal of The Owners - Strata Plan No ...96192..... was affixed on ^ ..11 June 2020.....in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

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

Signature: .....Name: .....Authority: .....

^ Insert appropriate date

\* Strike through if inapplicable.



Form: 15CH  
Release: 2.3

**CONSOLIDATION/  
CHANGE OF BY-LAW**  
New South Wales  
Strata Schemes Management Act  
Real Property Act 1900



**AQ691848Y**

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

(A) **TORRENS TITLE** For the common property  
CP/SP96192

(B) **LODGED BY**

<b>Document Collection Box</b>  <b>1W</b>	<b>Name</b>	<b>CODE</b>  <b>CH</b>
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	<b>E-mail</b> services@bylawsassist.com.au <b>Contact Number</b> +61 411 777 557	
	<b>Customer Account Number</b> 135632E <b>Reference</b> BLA/3423	

(C) The Owner-Strata Plan No. 96192 certify that a special resolution was passed on 10/11/2020

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows —

(E) Repealed by-law No. \_\_\_\_\_

Added by-law No. Special By-law No.1 & 2

Amended by-law No. 7

as fully set out below :

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 96192 which includes new Amended By-law No.7 & Added Special By-law No.1 & 2 starting from Page 8 of 44 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1
- (G) The seal of The Owners Strata Plan No. 96192 was affixed on 17/12/2020 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature :

Name :

Authority :

*[Handwritten Signature]*  
**PHILLIP COURT**  
**STRATA MANAGING AGENT**

Signature :

Name :

Authority :



**ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH**

**STRATA SCHEME 96192**

**INDEX OF BY-LAWS**

1. Definitions
2. Interpretation
3. The By-Laws and Compliance
4. Non Compliance with By-Laws
5. Behaviour Within the Strata Scheme
6. Behaviour of Invitees
7. Permitted Usage
8. Security Devices & Access
9. Parking, Loading & Traffic Control
10. Storage Space
11. Storage of Liquids & Materials
12. Window & Floor Coverings
13. Cleaning Windows & Doors
14. Air-Conditioning
15. Balconies, Courtyards & Lot Gardens
16. Other Obligations on the Owner or Occupier
17. Fire, Health & Safety Regulations in the Strata Scheme
18. Damage to Common Property
19. Alterations and Works
20. Work Health & Safety
21. Displaying a Sign or Advertisement
22. Keeping Animals
23. Naming the Strata Scheme
24. Sale or Leasing of Lots
25. Common Property
26. Rules
27. Building Security
28. Provision of Amenities or Services
29. Refurbishment of Common Property
30. Access for Meter Reading and Fire Safety Compliance
31. Garbage Disposal
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33. Restricting Access
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- 35. Control on Hours of Operation and Use of Facilities
  - 36. Telecommunication Services
  - 37. Gas Service
  - 38. Hot Water Service
  - 39. Energy Provider
  - 40. Floor Works
  - 41. Neighbouring Strata Access Link – Exclusive Use and Special Privilege
- Special By-law No.1 – Short Term Letting
- Special By-law No.2 – Window Safety Devices
- 

The seal of The Owners-Strata Plan No 96192 was affixed on .....17 December 2020..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature(s): .....

Name(s) [use block letters]: ...PHILLIP COURT.....

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



**1. DEFINITIONS AMENDED (AQ174297V) to read as follows:**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Council** is Penrith City Council and its successor.

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

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

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

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

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

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

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

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

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

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

**Lot** is a lot in the Strata Scheme.

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

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

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

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

**Owners Corporation** is the Owners Corporation of the Strata Scheme.

**Permitted Vehicle** means:

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

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

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

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

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

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

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

**Strata Committee** means the strata Committee of the Owners Corporation.

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

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

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

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

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

**Works Insurance** means:

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

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

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



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

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

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

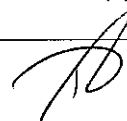
**Strata Committee** means the strata committee, and / or as previously known, executive committee, of the Owners Corporation.

## 2. INTERPRETATION

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

## 3. THE BY-LAWS AND COMPLIANCE

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



- 3.7 (**Compliance with notices**) An Owner or Occupier of a Lot must observe the terms of any notice displayed on any part of the Common Property by authority of the Owners Corporation or of any statutory authority.

#### 4. NON COMPLIANCE WITH BY-LAWS

- 4.1 (**Powers**) The Owners Corporation may do anything:

- (a) empowered to it under the Act;
- (b) that an Owner or Occupier should have done under the Act or the By-Laws but which it has not done, or in the opinion of the Owners Corporation has not done properly.

- 4.2 (**Procedures**) The Owners Corporation must give an Owner or Occupier a written notice specifying when it will enter its Lot to do work or rectify a breach (except in the case of an emergency). The Owners Corporation must:

- (a) give the Owners Corporation (or persons authorised by it) access to its Lot according to the notice and at the Owner or Occupier's its cost; and
- (b) pay the Owners Corporation for its cost for doing the work or rectifying the breach.

- 4.3 (**Levy**) In addition, the Owners Corporation has the power to levy on the Owner or Occupier the amount of any charges or costs incurred or paid by the Owners Corporation in respect to:

- (a) rectifying any breach of the Act or the By-Laws by an Owner or Occupier;
- (b) any work(s) required to be done under the By-Laws which the Owner or Occupier failed to do or do effectively within a reasonable time;
- (c) repairing damage to Common Property; and
- (d) abating any nuisance, hazard or interference affecting another Lot or the Common Property which was caused by the Owner or Occupier or one of its Invitees;

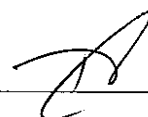
PROVIDED that in the case of a breach of the Act or these By-Laws, the Owners Corporation has given prior notice (except in the case of emergency) to the Owner or Occupier in breach of any of the above matters and that Owner or Occupier has failed to rectify the breach within a reasonable time.

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

#### 5. BEHAVIOUR WITHIN THE STRATA SCHEME

- 5.1 (**Restrictions**) An Owner or Occupier must:

- (a) not make noise, use offensive language, or carry out any noxious or offensive trade or activity or behave in a way that interferes with or obstructs the peaceful use and enjoyment of Common Property or an Owner or Occupier's legal entitlement to the use of Common Property;
- (b) not consume alcohol or smoke cigarettes, pipes, or cigars or do anything which is illegal while on Common Property unless that part of the Common Property has been designated for the exclusive use of an Owner or Occupier;
- (c) not be naked or inappropriately dressed while on Common Property;
- (d) not obstruct pathways and driveways on the Strata Scheme and any easement giving access to the Strata Scheme or use by them for any other purpose than the reasonable ingress and egress to and from their particular Lot;
- (e) not do anything which might damage the good reputation of the Owners Corporation or the Strata Scheme; and
- (f) damage any lawn, garden, tree, shrub, plant flower or landscaping on Common Property except with the prior approval of the Owners Corporation.




- 5.2 **(Children Supervised)** An Owner or Occupier must not permit any child less than twelve (12) years of age to be on or play on Common Property including the carparking area or any other area of possible danger or hazard to children unless accompanied by an adult Owner, Occupier or Invitee exercising effective control.
- 5.3 **(No Illegal Use)** An Owner or Occupier must not use any Lot or any part of the Common Property for any purpose which may be illegal or injurious to the reputation of an Owner or Occupier or the Strata Scheme or the Owners Corporation.

## 6. BEHAVIOUR OF INVITEES

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

## 7. PERMITTED USAGE

- 7.1 **(Lot Uses)** Each Owner or Occupier:
- (a) is to use its Lot only for the purposes of residential accommodation, except for a Lot or that part of a Lot is designated as:
    - (i) a car space, which is to be used only for parking a Permitted Vehicle or in accordance with By-law 9.1 or 9.2, as the case may be; or
    - (ii) a store or storage space, which is to be used only for the storage of goods incidental to residential use.
  - (b) must not lease or licence their Lot:
    - (i) in part;
    - (ii) for a period of less than three (3) consecutive calendar months for leases or licences not relating to Short-Term Letting; or
    - (iii) for a period of more than three (3) consecutive calendar months at any one given time, in accordance with Special By-law 1 - Short-Term Letting.



(c) must 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 and bassinets;
- (ii) a total number of adults who reside in the Lot to exceed twice the number of approved bedrooms; and
- (iii) a variation in the number of bedrooms within the Lot without prior consent of the Owners Corporation, Council and any other relevant Government Agency.

7.2 **(Change Notified)** For any other usage other than contemplated in By-law 7.1, the Owner or Occupier must obtain the written authority of the Owners Corporation prior to seeking the consent of Counsel and any relevant Government Agency 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 **(Use Prohibitions)** No Lot or part of the Common Property shall be used for:

- (a) any purpose which causes or may cause unreasonable interference to the use and enjoyment of other Lots by vibration, gases, vapours, dust, fumes, soot, ash, waste water, grit, oil or other impurities which are sobering up unit dangerous or prejudicial to health; or
- (b) brothels, massage parlours, introduction agencies, dance schools, dance parties, dating agencies, entertainment halls, reception halls, drug referral centres, 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 **(Not to increase insurance)** An Owner or Occupier of a Lot must not bring onto, do or keep anything in any Lot or on Common Property which may increase the rate of insurance on any Lot or on Common Property or which may conflict with the laws and/or regulations relating to fires or any insurance policy upon any Lot or the Common Property or the regulations or ordinances of any public authority for the time being in force.

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

## 8. SECURITY DEVICES & ACCESS

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

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



- (c) accesses and uses the Common Property and car park at their own risk; Occupiers and Invitees also access and use the Common Property and car park at their own risk.

## 8.2 (Security Devices)

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

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

## 9. PARKING, LOADING & TRAFFIC CONTROL

- ### 9.1 (Designated carspace)
- Other than in respect of a Carspace Stand Alone Lot, where a carspace is specifically designated to a Lot, the Lot Owner or Occupier of that Lot must not:
- (a) use or permit any Carspace(s) attaching to an Owner or Owner's Lot to be used:
    - (i) except by an Owner or Occupier of that Lot;
    - (ii) for any purpose other than the parking of a Permitted Vehicle;
    - (iii) for washing of vehicles or equipment;
    - (iv) for carrying out of mechanical or other repairs;
    - (v) for parking or storing boats, caravans or trailers; or
    - (vi) for manufacturing, displaying or storing goods, materials or equipment;
  - (b) lease, licence or otherwise permit occupation of a carspace by a person who is not an Owner or Occupier of the Lot to which the Carspace relates.





(c) except with the consent of the Owners Corporation at a general meeting or extra ordinary general meeting enclose, or permit the enclosure of any Carspace(s) attaching to an Owner or Occupier's Lot and then such enclosure must comply with the relevant Government Agency building code;

(d) except as otherwise provided in these By-Laws, install or erect any storage facility whether fixed or moveable within a Carspace;

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

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

(a) use or permit that Carspace Stand Alone Lot to be used:

(i) except by an Owner or Occupier of the Strata Scheme or of the Neighbouring Strata Scheme;

(ii) for any purpose other than the parking of a Permitted Vehicle;

(iii) for washing of vehicles or equipment;

(iv) for carrying out of mechanical or other repairs

(v) for parking or storing boats, caravans or trailers; or

(vi) for manufacturing, displaying or storing goods, materials or equipment;

(b) lease, licence or otherwise permit occupation of that Carspace Stand Alone Lots by a person who is not an Owner or Occupier of the Strata Scheme or of the Neighbouring Strata Scheme;

(c) except with the consent of the Owners Corporation at a general meeting or extra ordinary general meeting enclose, or permit the enclosure of any Carspace(s) attaching to an Owner or Occupier's Lot and then such enclosure must comply with the relevant Government Agency building code;

(d) except as otherwise provided in these By-Laws, install or erect any storage facility whether fixed or moveable within that Carspace Stand Alone Lot;

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

(a) anything stolen from a Carspace or anything stolen from a motor vehicle, or any vehicle stolen from a Carspace or Common Property; or

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

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

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

(b) obstruct access to other Lots.

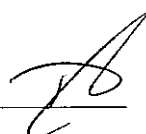
9.5 **(Movement of large items)** Despite By-Law 9.4, if an Owner or Occupier is moving in or out of a Lot or moving large items through Common Property, where the Owner or Occupier:

(a) would require use of any lift to the exclusion of other persons entitled; and/or

(b) may obstruct Common Property to the exclusion of other persons entitled; and/or

(c) may require lift covers to prevent damage to Common Property.

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



- 9.6 **(Manner of transport)** The Owners Corporation may, from time to time, determine the manner in which large items are to be transported through or over Common Property (whether in the Building or not) and may impose appropriate conditions on such activities, including:
- (a) determining the times during which these activities are permitted to take place;
  - (b) the use or 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 the Owner or Occupier must
- (e) comply with those conditions when transporting large items over or through Common Property; and
  - (f) pay the cost of any approvals or costs associated with deliveries including the use of ropes and/or other devices.
- 9.7 **(Loading Bay)** An Owner or Occupier may use the Loading Bay for the purpose of loading and unloading only.
- 9.8 **(Compliance)** In respect to the exercise of an Owner or Occupier's rights under this By-Law the Owner or Occupier must:
- (a) repair any damage that is caused to Common Property;
  - (b) immediately clean any mark or spillage caused;
  - (c) dispose of any boxes or cartons in accordance with these By-Laws; and
  - (d) comply with the reasonable requirements of the Owners Corporation.
- 9.9 **(Bicycle Parking)** Any part of the Common Property designated as a bicycle parking area must only be used for the parking of bicycles. Any bicycle parked in a bicycle parking area is at the bicycle owner's risk, the Owners Corporation takes no responsibility for bicycles parked on the Common Property.
- 9.10 **(Controlling Traffic)** In addition to its powers under the Act, the Owners Corporation has the power to:
- (a) impose a speed limit for traffic in Common Property; and
  - (b) impose reasonable restrictions on the use of Common Property driveways and parking areas; and
  - (c) install speed humps and other traffic control or safety devices in Common Property; and
  - (d) install signs about parking; and
  - (e) determine the direction of the flow of traffic or route of persons through Common Property and to alter such direction or route from time to time as it determines; and
  - (f) install signs or devices to control traffic in Common Property and, in particular, traffic entering and leaving the Community Property.
- 9.11 **(Compliance by Invitees)** An Owner or Occupier shall comply and ensure compliance of its Invitees with all parking, limitations, directional and speed limit signs erected or stipulated by the Owners Corporation.

## 10. STORAGE SPACE

- 10.1 **(Designated storage space)** Other than in respect of a Storage Space Stand Alone Lot, where any area of a Lot designated as a storage area or storage space, an Owner or Occupier of that Lot
- (a) must not:
    - (i) use or permit to be used that Storage Space other than for the storage of that Owner or Occupier's personal property and must not use or permit that Storage Space to be used for the storage of commercial or trade items; or for commercial purposes



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

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

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

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

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

**11. STORAGE OF LIQUIDS & MATERIALS**

- 11.1 (No storage on Common Property)** Other than as permitted by these By-Laws, an Owner or Occupier must ensure that no goods, materials, chattels or waste are stored or used on the Common Property or on any Carspace.



- 11.2 (**No Dangerous Substances**) An Owner or Occupier must not, use or store on the Lot any flammable liquids, substances, chemicals, gases, or materials of more than reasonable quantity and then must be stored for lawful purposes and such storage must comply with and not exceed or breach any guidelines or any regulations issued by a Government Agency.

**12. WINDOW & FLOOR COVERINGS AMENDED (AQ174297V) to read as follows:**

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

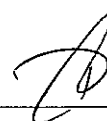
**13. CLEANING WINDOWS & DOORS**

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

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

**14. AIR-CONDITIONING**

- 14.1 (**Air conditioning unit maintenance**) With respect to any air conditioning unit exclusively serving a Lot, the Owner must at its cost:
- (a) regularly maintain and repair the air conditioning unit to ensure it is clean, safe and sound compliant and complies with the requirements of all laws and regulations;
  - (b) replace that air conditioning unit where it requires replacement.
- 14.2 (**Stand Alone**) If an Owner of a Lot wishes to install any stand alone air conditioning unit, then the Owner must:



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

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

## **15. BALCONIES, COURTYARDS & LOT GARDENS**

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

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

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

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

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

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



- (a) maintain that garden area or landscaped area in a neat and tidy condition and free from litter;
- (b) ensure that the garden area or landscaped area is maintained in a manner consistent with the original landscaping of the garden area or landscaped area forming part of that Lot or as the Owners Corporation otherwise reasonably directs; and
- (c) ensure that:
  - (i) any dead plants are promptly replaced;
  - (ii) plants are watered so as not to damage or cause water seepage to Common Property or adjoining Lots; and
  - (iii) a mechanical watering system is not installed to planters.

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

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

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

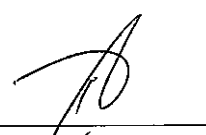
- (a) a covered gas or electric barbeque that is not affixed to any part of the Lot or Common Property or of a type of barbeque otherwise approved by the Owners Corporation.
- (b) kept covered when not in use; and
- (c) kept clean and tidy.

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

**16. OTHER OBLIGATIONS ON THE OWNER OR OCCUPIER**

An Owner or Occupier must:

- (a) keep their Lot in a state of good and serviceable condition and repair;
- (b) properly maintain, repair and where necessary, replace an installation or alteration made under the By-Laws which services its Lot (whether or not it made the installation or alteration);
- (c) not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis;
- (d) not cause damage to any plants or landscaping within the Strata Scheme and shall adopt a general duty of care in the maintenance and watering of plants in landscaped areas adjacent to and in the vicinity of their Lot;
- (e) comply with all Easements or laws affecting their Lot including, without limitation, requirements of any Government Agencies;
- (f) obtain any necessary consents from the Owners Corporation and any Government Agencies before altering the appearance or structure of their Lot in any way;
- (g) not erect, construct, place or permit to remain on the Common Property any television radio or other electronic antenna or device without the prior written consent of the Owners Corporation;



- (h) ensure all doors and windows to any Lot are securely fastened on all occasions when the Lot is left unoccupied and the Owner or Occupier of a Lot grants the right to the Owners Corporation and any agent of the Owners Corporation to enter and fasten any doors or windows if left insecurely fastened when a Lot is left unoccupied;
- (i) not interfere with security or surveillance equipment in or about the Strata Scheme or do anything that might prejudice the security or safety of the Building;
- (j) not waste water and must ensure that all water taps on the Owner's or Occupier's Lot and/or on the Common Property are promptly turned off after use;
- (k) not use the water closets, conveniences and other water apparatus including water pipes and drains in each Lot and the Common Property for any purpose other than those for which they were constructed and no sweepings or rubbish and other unsuitable substances may be deposited in them. Any costs or expenses resulting from damage or blockage to such water closets, convenience, water apparatus, waste pipes and drains from misuse or negligence will be borne by the Owner of the relevant Lot;
- (l) not directly instruct nor interfere with the business or property of any managers, caretakers, contractors or workmen employed by the Owners Corporation, or Strata Manager unless so authorised by the Owners Corporation, or Strata Manager; and
- (m) not install a security alarm with an audible signal unless the prior written consent for the Owners Corporation.

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

An Owner and Occupier:

- (a) must ensure that reasonable action has been taken to prevent fires and other health or safety hazards;
- (b) must provide access at such day and time nominated by the Owners Corporation for inspection of fire safety equipment within the Lot (including the fire rated entry door compliance plate) and, if applicable, reimburse the Owners Corporation for any additional expense it incurs if such access is not provided at the nominated time;
- (c) must take all due care to ensure that fire, security, health and safety regulations are adhered to and must comply with the regulations of the Government Agencies;
- (d) must ensure their Lot is kept free of vermin and pests and shall employ pest exterminators at their own expense as and when required;
- (e) must ensure that only clean and unpolluted water shall be discharged into the stormwater drainage system and that liquid wastes shall be discharged to the sewer in accordance with the requirements of Government Agencies;
- (f) must give to the Owners Corporation prompt notice of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures which comes to their knowledge and the Owners Corporation will have authority by its servants or agents in the circumstances having regard to the urgency involved to examine or make such repairs as deemed necessary for the safety and preservation of any Lot as often as may be necessary; and
- (g) must, in the event of any infectious disease which may require notification by virtue of any law affecting any person in any Lot give, or cause to be given, notice thereof and any other information which may be required relative thereto to the owners Corporation and must pay to the Owners Corporation the expenses of disinfecting the Lot where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease;
- (h) must permit a representative or agent of the Owners Corporation access to their Lot on prior notice of at least 1 day to undertake annual fire inspections;

- (i) must not interfere with or obstruct access to the fire safety equipment or fire escapes;
- (j) must not keep flammable material on or about any area of its Lot designated as storage space or a car space;
- (k) must not cut openings in doors within or on the boundary of a Lot used to access Common Property without the prior consent of the Owners Corporation;
- (l) must not do anything either within the Lot or Common Property that may create a hazard or danger to an Owner, Occupier or Invitee of another Lot.

## **18. DAMAGE TO COMMON PROPERTY**

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

## **19. BUILDING WORKS AMENDED (AQ174297V) to read as follows:**

### **Purpose of By-law**

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



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

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

**Retrospective application for unauthorised Building Works**

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

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

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

**CONDITIONS**

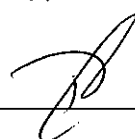
**The Application Process**

**(i) Cosmetic Works**

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

**(ii) Minor Renovations**

- (10) Where an Owner intends to carry out Minor Renovations within a Lot, the Owner must obtain the prior written approval of the Strata Committee of the Owners Corporation.
- (11) The Owner must submit an application in writing to both the strata managing agent and the Secretary of the Strata Committee of the Owners Corporation.
- (12) The application must be made in accordance with **Annexure A** to this by-law "**Application To Perform Building Works**" prior to such Minor Renovations being approved by the Strata Committee of the Owners Corporation (excluding Cosmetic Works which require no notification and no consent).
- (13) The Strata Committee must within 21 days from receipt of the application approve or reject the application of the Owner.
- (14) Where the Strata Committee rejects the application, it must provide reasons to the Owner in writing.
- (15) If the Strata Committee does not respond to the application within 21 days, approval is deemed to be granted pursuant to the conditions in this by-law
- (16) The Strata Committee may request clarification, further information and/or certification in respect of any Minor Renovations proposed by an Owner under this by-law, and an Owner must provide such information, clarification and/or certification prior to obtaining approval.
- (17) An Owner must not commence any Minor Renovations on their Lot or the Common Property until such information, clarification and/or certification (as may be required by the Strata Committee of the Owners Corporation) is provided and approved.



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

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

**Building Works Items List**

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

**Lot Register of Building Works**

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

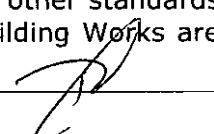
**Conditions Applicable to all Minor Renovations or Major Renovations**

**(i) Hours of Works**

- (27) The Owner must perform the Building Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

**(ii) Compliance with Codes**

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



**(iii) Bond**

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

**(iv) Building Works involving Floor Coverings**

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

**General Conditions**

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

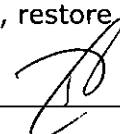
**After Completion of the Building Works**

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

**Owner's Enduring Obligations**

**(i) Maintenance and Repair**

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



**(ii) Liability and Indemnity**

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

**(iii) Repair of Damage**

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

**Breach of By-law**

- (52) The Owners Corporation reserves the right to replace or rectify the Building Works or remediate any loss or damage to the Common Property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.



**Annexure A**

**APPLICATION TO PERFORM BUILDING WORKS**

**To the Secretary & strata managing agent**

I/We \_\_\_\_\_ the Owner(s) of Lot \_\_\_\_\_ hereby  
give \_\_\_\_\_

notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake  
Building

Works to my/our Lot.

1. Detail of Building Work to be undertaken, including type of work, materials to be used,  
method of installation, and proposed location:

.....  
.....  
.....

2. Name of Contractor .....

3. Contractor's Licence No.....

4. Details of Contractors All Risks Insurance.....

.....

5. Is Council approval required: Yes/No

6. If yes, has application been made for Development Approval.....

7. Date works intend to start.....

8. Duration of works (Timetable of major components of works).....

.....

9. I have read **Building Works Bylaw** and acknowledge that no work may commence unless  
approved in writing as required under the Building Works By-law.

10. I acknowledge that any Building Works undertaken may be subject to special conditions as  
required by the Owners Corporation and I shall abide by these special conditions.

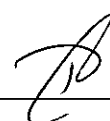
Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....

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



## **Annexure B**

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

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

#### **Cosmetic Works**

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

#### **Minor Renovations**

- (i) Work for the following purposes is prescribed as minor renovations pursuant to s110 (3) of *Strata Schemes Management Act 2015*:
  - (a) renovating a kitchen
  - (b) changing recessed light fittings
  - (c) installing or replacing wood or other hard floors (***Refer to By-law 40 – Floor Works***)
  - (d) installing or replacing wiring or cabling or power or access points
  - (e) work involving reconfiguring walls (excluding structural or load bearing walls)
- (ii) Work for the following purposes is prescribed as minor renovations pursuant to Regulation 28 of the *Strata Schemes Management Regulations 2016*:
  - (a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors (***Refer to By-law 40 – Floor Works***)
  - (b) installing a rainwater tank
  - (c) installing a clothesline
  - (d) installing a reverse cycle split system air conditioner (***Refer to By-law 14 – Air-conditioning***)
  - (e) installing double or triple glazed windows
  - (f) installing a heat pump (***Refer to By-law 38 – Hot Water Service***)

- (g) installing ceiling insulation
- (iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to section 110 (6) (a) of the *Strata Schemes Management Act*:
  - (a) Installing any other type of air-conditioner/system within the Lot (**Refer to By-law 14 – Air-conditioning**)
  - (b) Installing false ceilings
  - (c) Installing security systems / alarms (**Refer to By-law 16 (m) – Other Obligations on the Owner or Occupier**)
  - (d) Installing fixtures to internal surfaces of Common Property walls
  - (e) Installing Foxtel or PayTV connection
  - (f) Installing new plumbing, gas and electrical equipment and services

#### **Major Renovations**

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



## 20. WORK HEALTH & SAFETY

20.1 (**No hazard**) An Owner or 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 thereto 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 (**No Lot Signage**) 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 of the Lot or;
- (b) Common Property.

21.2 (**Temporary Signs**) 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 properly kept and maintained by the respective Owner or Occupier at their own cost;
- (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 purpose 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

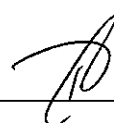
22.1 (**No animals except as permitted**) Other than as set out in this By-law 22, an Owner or Occupier of a Lot must not:

- (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 (**Guide dogs**) 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 (**Certain pets permitted**) Owners and Occupiers 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 as 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 (**Refusal to Keep Pets**) The Owners Corporation must not give an Owner or Occupier consent (and By-law 22.3 does not permit and 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 (**Control of Pet Owners**) 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 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 (**Revocation of rights**) 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 the 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.

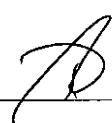
## 24. SALE OR LEASING OF LOTS

While the Developer remains an Owner of any Lot, it and its agents may utilise 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 (**Easements**) 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 **(Obligations)** 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 persons 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 **(Owners Corporation Consent)** Subject to the By-laws, an Owner or 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 **(Powers of the Owners Corporation)** 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 **(Changing Rules)** The Owners Corporation may add to or change the Rules at any time.

26.3 **(Obligations)** Owners and Occupiers must comply with the Rules.

26.4 **(Inconsistent with the By-law)** 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

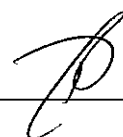
27.1 **(Security and fire safety equipment)** The Owners Corporation may take reasonable steps to stop intruders coming into the Building and to prevent fires and other hazards. In order to do so the Owners Corporation may:

- (a) install and operate security cameras, security devices and other surveillance equipment;
- (b) install and operate fire and 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 **(No liability)** 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 powers:



- (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 SERVICES**

**28.1 (Additional services or amenities)** Notwithstanding the provisions of any other By-law, the Owners Corporation may enter into agreements 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 (Power to refurbish)** 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**

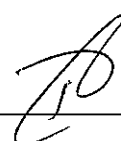
**30.1 (Right of access)** An Owner or Occupier of a Lot must on being given reasonable notice by the Owners Corporation or a person authorised by it provide reasonable access for any person required to:

- (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 (Disposal Requirements)** An Owner or Occupier must:

- (a) ensure that Garbage is placed in appropriate bags, tied securely and otherwise 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 areas 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 not normally remove as part of its normal collection service;
- (d) remove rubbish and Garbage and clean the relevant part of the Common Property where that Owner or Occupier has spilt 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 cardboard or other packaging in any garbage chute;
- (v) deposit an item in any garbage chute that is reasonably likely to block it.

**31.2 (Restrictions)** 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 a 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 (Hazardous Waste)** 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 (Garbage Contractor)** 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**

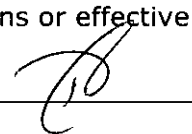
- (a) Any notice under these By-laws must be in writing.
- (b) The Owners Corporation, an Owner or Occupier may send a notice:
  - (i) by hand;
  - (ii) by facsimile transmission;
  - (iii) by security post; or
  - (iv) otherwise determined by the Owners Corporation from time to time at a general meeting.

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 (Right to restrict access)** 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 restricted 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 (Building Manager)** 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 (Agreement)** 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 (Duties)** The Building Manager's duties under the Building Services Agreement may include (without limitation) matters such as:

- (a) cleaning services;
- (b) caretaking services;
- (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-ordinating 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 (Provisions)** 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 (**Further Agreement**) 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 (**Initial Period**) 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 (**No Obstruction**) 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 (**Additional services**) 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 (**Hours of operation**) 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 conditions for use of:

- (a) facilities situated on the Common Property;
- (b) services provided to the Owners Corporation; and
- (c) deliveries to or from a Lot or Lots through or on Common Property.

### 36. TELECOMMUNICATION SERVICES

36.1 (**Telecommunications**) Except to the extent permitted by law, the Strata 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 Strata 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.
- (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 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 into 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 reasonable endeavours to operate, maintain, repair and replace the Hot Water System.
- (d) The Owner 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 into 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 AMENDED (AQ174297V) to read as follows:

##### General Requirements

- (1) 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.
- (2) An Owner must ensure that any Floor Works meet the following minimum requirements:
  - (i) Hard floor finishes must achieve a minimum 4-star rating with Australian Association of Acoustical Consultants (AAAC)
  - (ii) Soft floor finishes must achieve a minimum 6-star rating with Australian Association of Acoustical Consultants (AAAC)

##### Before commencement of the Floor Works

- (3) Before commencement of the Floor Works, an Owner must:
  - (i) submit to the Owners Corporation, an **Application To Perform Building Works** as required under **By-law 19 – Building Works**. The application 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, as required under **By-law 19 – Building Works**, if requested by the Owners Corporation;
  - (iii) provide a complete proposal concerning the Floor Works including, but not limited to:
    - (a) plans and specifications of the proposed works;
    - (b) specifications of any sound rating, type, size together with the manufacturer's or supplier's 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 (3)(iii)(a) and (b) above.
  - (v) comply with all other requirements of **By-law 19 – Building Works** in respect of the Floor Works to be undertaken.
- (4) Where an Owner is installing a hard floor surface the Owners Corporation will:
  - (i) prior to undertaking the Floor Works, make payment to the Owners Corporation to cover the cost of carrying out the acoustic testing both before and after undertaking the Floor Works, by a qualified acoustic consultant to be nominated by the Owners Corporation.
  - (ii) prior to the undertaking the Floor Works, provide access to their Lot for the purpose of an acoustic engineer undertaking acoustic testing to confirm that the installation of the proposed flooring will meet the required minimum star rating as set out in clause (2) (a) of this by-law before the Owner commences Floor Works. This is to ensure that the Owner will avoid having to remove the Floor Works if not compliant with clause 2 (a) of the by-law.

##### Undertaking Floor Works

- (5) 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 minimum star rating as specified in clause (2) 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, and specifically **By-law 19 – Building Works**.

#### **After Floor Works are Undertaken**

- (6) 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;
  - (iii) provide access to their Lot for the purpose of an acoustic engineer undertaking acoustic testing to demonstrate that this by-law has been complied with. The acoustic testing must be completed within 30 days of the completion of the Floor Works
- (7) Where the Owner fails to be compliant with clause 2 of the by-law, the Owner must within 21 days of notice from the Owners Corporation, rectify the acoustic issue, pay any additional costs for tests or assessments and provide access to the Lot for the Owners Corporation to complete relevant acoustic testing.

#### **General Conditions**

- (8) 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.
- (9) 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.



### **Owner's Obligations**

(10) 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.
- (v) indemnify and keep indemnified the Owners Corporation against liability under **section 122 (6)** of the **Strata Schemes Management Act 2015** in respect of repair of the Common Property attached to, or only accessible from, the Floor Works.

(11) No matter if **By-law 19 - Building Works** is repealed or amended, the Owner shall always remain responsible for the cost of installing, repairing, maintaining and replacing (when necessary) the Floor Works undertaken pursuant to this by-law.

### **Breach of By-law**

(12) 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.

### **Removal of Floor Works**

(13) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.

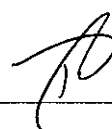
- (i) by its agents, employees and contractors, enter upon the Lot and carry out all work necessary to perform that obligation;
- (ii) apply the Bond towards costs incurred by the Owners Corporation to carry out that work;
- (iii) recover from the Owner the amount of any fine or fee which may be charged to the Owners Corporation; and
- (iv) recover any costs from the Owner as a debt due.

(14) If an Owner desires to remove the Floor Works installed under this by-law (or otherwise), the provisions of clauses (1) and (2) above also apply in relation to that removal.

## **41. NEIGHBOURING STRATA ACCESS LINK - EXCLUSIVE USE AND SPECIAL PRIVILEGE**

**(Rights and privileges)** The Owner or occupier of a Carspace Stand Alone Lot or a Storage Space Stand Alone Lot:

- (a) has the exclusive use and benefit of using that part of the Common Property forming the Neighbouring Strata Access Link.



- (b) must allow the Owners Corporation access to the Neighbouring Strata Access Link so as to allow the Owners Corporation to exercise its rights and comply with its obligations under the Act and the By-Laws.

## **Special By-Law 1 – Short-Term Letting**

### **SECTION ONE - GENERAL**

#### **1.1 Type of by-law**

This by-law is made in accordance with sections 143 and 141 of the *Strata Schemes Management Act 2015* (NSW) (as amended or replaced from time to time).

### **SECTION TWO - DEFINITIONS**

#### **1.2 Definitions**

In this by-law, these terms (in any form) mean:

**Lot** where used in this by-law, means a lot in the Strata Plan.

**Occupier** means the occupier, lessee or licensee of the Lot for the time being (not being the Owner of the Lot).

**Owner** means the owner for the time being of the Lot and includes any mortgagee in possession. Where there is more than one owner, the expression includes each of those owners jointly and severally.

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

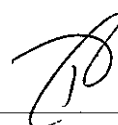
**Short-Term Letting** means a commercial arrangement for giving a person the right to occupy residential premises for a period of not more than 3 months at any one time, and includes any arrangement prescribed by the regulations to be a short-term rental accommodation arrangement.

**Strata Plan** means strata plan registered number 96192.

### **SECTION THREE – RESTRICTIONS**

#### **1.3 Restrictions of short-term letting**

- (a) The Owner or Occupier is not permitted to use their Lot for Short-Term Letting unless the Lot is the principal place of residence of the Owner or Occupier who is granting the right to occupy the Lot.
- (b) The Owner or Occupier is permitted to use their Lot for Short-Term Letting provided that the Lot is the principal place of residence of the Owner or Occupier who is giving the right of occupation.



## **Special By-Law 2 – Window Safety Devices**

### **SECTION ONE – GENERAL**

#### **1.1 Type of by-law**

This by-law is made in accordance with sections 143 and 141 of the *Strata Schemes Management Act 2015* (NSW) (as amended or replaced from time to time).

### **SECTION TWO – DEFINITIONS**

#### **1.2 Definitions**

#### **1.3 In this by-law, these terms (in any form) mean:**

**Authority** means an authority of any kind and includes local government, semi-government and federal and state government authorities.

**Building** means the building or buildings within the Parcel.

**Common Property** means so much of the Parcel as from time to time is not comprised in any Lot.

**Law** includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

**Lot** where used in this by-law, means a lot in the Strata Plan.

**Occupier** means the occupier, lessee or licensee of the Lot for the time being (not being the Owner of the Lot).

**Owner** means the owner for the time being of the Lot and includes any mortgagee in possession. Where there is more than one owner, the expression includes each of those owners jointly and severally.

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


**Remedial Works** means repair, maintenance, removal or replacement of the Window Safety Device and any other item installed as part of the Works, and/or Common Property affected by the Works.

**Strata Plan** means strata plan registered number 96192.

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

**Window** means the following:

- (a) a Common Property window in a Lot that can be opened;



- (b) the lowest level of the window opening is less than 1.7m above the surface of any internal floor of the Lot; and
- (c) that internal floor is 2m or more above the external surface of the ground below the window.

An illustration of the above is **attached to this by-law and marked Annexure "A"**.

**Window Safety Device** means a device meeting the following description that is capable of resisting an outward horizontal action of 250 newtons (or 25.5 kilogram force):

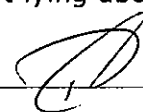
- (a) a child safety device including but not limited to a child safety lock and stopper that limits the maximum Window opening to 12.5cm or bars or grills that have gaps no bigger than 12.5cm;
- (b) the device is robust and childproof; and
- (c) excludes ordinary flyscreens.

**Works** means the installing of affixing of a Window Safety Device on a Window in accordance with the NSW Fair Trading Window Safety Device Requirements Fact Sheet **attached to this by-law and marked Annexure "B"**.

### **SECTION THREE – CARRYING OUT THE WORK**

#### **1.4 Carrying out the Work and/or Remedial Work**

- (a) The Owner is responsible for carrying out the Works and/or Remedial Works in their Lot and will pay the Costs of carrying out the Works and/or Remedial Works.
- (b) The Owner is responsible for and must carry out Remedial Works when and where necessary.
- (c) The Owner must not remove or interfere with any existing locks and/or stoppers. Any locks and/or stoppers which have been removed or damaged must be replaced immediately at the Owner's cost.
- (d) When carrying out the Works and/or Remedial Works, the Owner must:
  - (i) ensure the Work and/or Remedial Works is carried out in a proper and workmanlike manner;
  - (ii) use only qualified and where appropriate, licensed tradesmen;
  - (iii) ensure the Works and/or Remedial Works is carried out without undue delay;
  - (iv) ensure no materials, tools, rubbish or debris are left lying about the Building;



- (v) cause as little disturbance as is practicable to other Owners and Occupiers;
  - (vi) ensure no damage is done to any service lines or services installed in the Building, or if damage is caused, immediately make good that damage;
  - (vii) ensure no damage is caused to the Common Property, or if damage is caused, immediately make good that damage;
  - (viii) ensure no damage is caused to the property of any other Owner or Occupier, or if damage is caused, immediately make good that damage;
  - (ix) transport all construction material, equipment, debris and other material, in the manner and at the times directed by the Owners Corporation;
  - (x) protect all affected areas of the Building outside the Lot from damage by the Remedial Work or the transportation of construction material, equipment, debris and other material; and
  - (xi) only perform the Works and/or Remedial Works within the times permitted by any Development Consent, but in any event not before 7:00am Monday to Friday and not after 5:00 pm Monday to Friday (or such other times as may be determined by the Owners Corporation from time to time).
- (e) If Common Property is damaged due to the Works and/or Remedial Works, the Owner will pay the Costs of rectifying the damage.
- (f) The Owners Corporation reserves the right to direct the Owner to remove, repair or replace any items installed as part of the Works and/or Remedial Works in the event they do not comply with the requirements of this by-law.

## **1.5 Indemnity**

The Owner agrees to indemnify the Owners Corporation and keep the Owners Corporation indemnified for all costs, losses and expenses incurred by the Owners Corporation:

- (a) in connection with the Works and/or Remedial Works; and
- (b) arising out of damage to property (including without limitation the Common Property) or injury to persons as a result of carrying out the Works and/or Remedial Works or resulting from the Works and/or Remedial Works once installed.



## **1.6 Right in Owners Corporation to remedy**

At its election, the Owners Corporation may:

- (a) perform any obligation on the Owner in this by-law which the Owner has failed to perform within a reasonable time after written notice from the Owners Corporation;
- (b) enter any part of the Parcel to carry out its rights in this by-law; and
- (c) recover the costs incurred by the Owners Corporation in carrying out its rights in this by-law as a debt due and owing to the Owners Corporation by the Owner, together with interest on any monies due to the Owners Corporation under this by-law and not paid within one month of written demand for payment, such interest to be calculated on daily balances at the same rate per annum as unpaid levies, and calculated from the date of receipt by the Owner of the relevant invoice until payment is made.

## **SECTION FOUR – REPAIR AND MAINTENANCE**

### **1.7 Owner's obligations**

The Owner is responsible for the proper maintenance of and keeping in a state of good and serviceable repair, those parts of the Work which are attached to or form part of the Common Property.



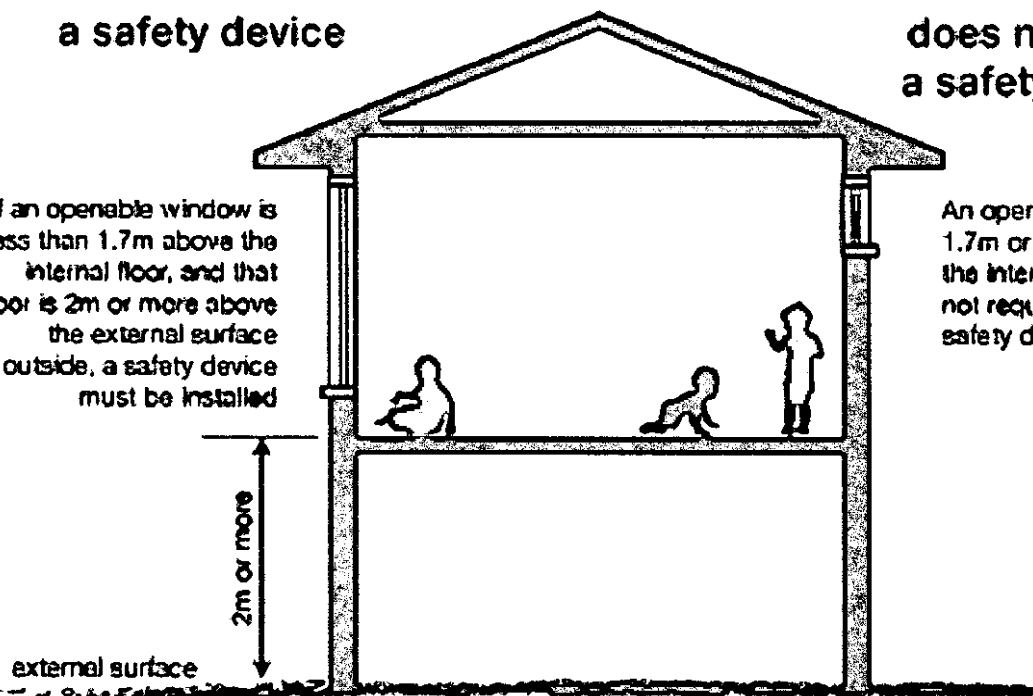
Annexure "A"

**This window needs  
a safety device**

**This window  
does not need  
a safety device**

If an openable window is less than 1.7m above the internal floor, and that floor is 2m or more above the external surface outside, a safety device must be installed

An openable window 1.7m or higher above the internal floor does not require a window safety device





## Annexure "B"

FACT SHEET

July 2017

# Window safety device requirements

In strata schemes

To prevent children falling from windows, all strata buildings in NSW must be fitted with devices that enable the maximum window openings to be limited to 12.5cm. Owners corporations must have devices installed on all common property windows above the ground floor by 13 March 2018. The safety devices must be robust and childproof.

Residents will still be able to open their windows. However, they will have the security of knowing that when the devices are engaged, children will be protected.

### Are there any alternatives to locks?

The alternative is security screens, such as bars or grills on the windows so long as they have gaps no bigger than 12.5cm. Flyscreens do not comply unless they are the reinforced security type and capable of resisting the very strong outward pressure which would prevent a child falling through.

For a handy window safety product guide, visit the Kids Don't Fly page on the Kids Health website at [www.kidshealth.schn.health.nsw.gov.au](http://www.kidshealth.schn.health.nsw.gov.au). Information is provided in 11 languages.

### Which windows does this apply to?

The laws apply to openable windows more than 2m above the ground floor outside and within a child's reach (less than 1.7m above the inside floor) – see the diagram below.

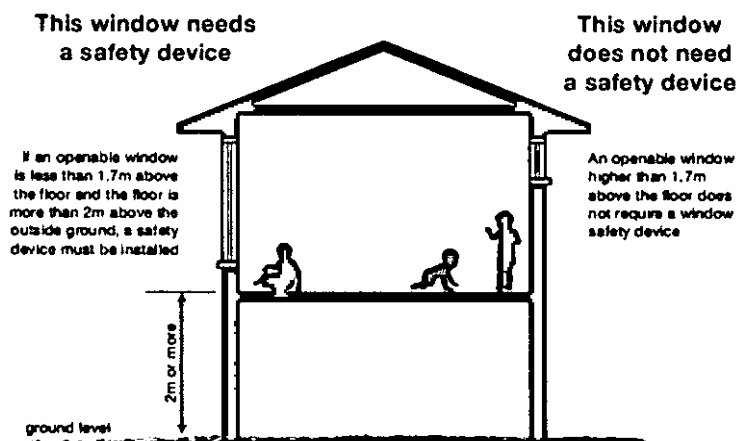
The details are explained in the Strata Schemes Management Regulation 2016.

### When do the locks need to be installed?

If the window safety requirements are not met by 13 March 2018, owners corporations face fines. Leaving it to the last minute places your scheme at risk of not complying by the due date and leaves young children vulnerable to falls from windows in your scheme.

Lot owners may install a window safety device in their property at any time, letting the owners corporation know. Tenants must get written permission from their landlord before installing locks that require drilling. Landlords cannot refuse a tenant's request unless they have a very good reason.

Watch our 'Window locks and your rights' video for details on your rights and obligations as a tenant, landlord or strata owner when it comes to installing locks, available from our website and YouTube channel.



[www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au)

**NSW** Fair Trading  
GOVERNMENT

FACT SHEET

July 2017

**Will this mean the windows will never be able to open?**

No. A window lock that allows the window to be fully opened, fully closed and also locked at 12.5cm complies with the legislation. When children are in the unit or townhouse, or on all common access areas such as stair landings, it makes sense to engage the locks at 12.5cm or less at all times to prevent falls.

**How can we arrange for locks in our scheme that won't cost a fortune?**

Window safety devices can be easy and cheap to install. It is not necessary to hire a consultant to do an initial assessment. Owners corporations may simply get quotes from a range of appropriately qualified tradespeople and then choose the best one. Refer to our short 'Window locks save lives' video series including a step-by-step DIY video 'How to install window locks', available from our website and YouTube channel.

**If the windows have grills over them, do they still need locks?**

If the grills or bars over the windows are no more than 12.5cm apart in width then they may comply with the regulation. The law requires the window safety devices to be robust and childproof. Remember, ordinary flyscreens do not comply as they are not strong enough to stop a child falling through a window and can provide a false sense of security.

**Will the safety devices be included in the Tenancy Condition Report?**

Landlords and tenants entering into a new tenancy agreement must use an up-to-date Residential Tenancy Condition Report which lists window safety devices. You can download the new condition report from the Forms page.

**Where can I get more information?**

If you are a renter, go to the Asking to make an alteration page for information about making minor changes to your home including installing window locks.

If you are a landlord, go to the Alteration requests from your tenant page for more information.

If you own a strata unit, more information about your rights and responsibilities is available from the Repairs and maintenance in a strata scheme page.

If you need more details about the laws, you can refer to the *Strata Schemes Management Act 2015* No 138 or call us on 13 32 20.

www.fairtrading.nsw.gov.au  
 Fair Trading enquiries 13 32 20  
 TTY 1300 723 404  
 Language assistance 13 14 50

This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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The seal of The Owners-Strata Plan No 96192 was affixed on ...17 December 2020..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature(s): .....

Name(s) [use block letters]: ...PHILLIP COURT.....

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



**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

Property No: 796212  
Your Reference: P434/21  
Contact No.

Issue Date: 07 July 2021  
Certificate No: 21/03853

Issued to: Ckw & Associates Lawyers  
PO Box 1752  
CHATSWOOD NSW 2057

PRECINCT 2010

**DESCRIPTION OF LAND**

**County:** CUMBERLAND

**Parish:** CASTLEREAGH

**Location:** 610/81A Lord Sheffield Circuit PENRITH NSW 2750

**Land Description:** Lot 59 SP 96192

**- PART 1 PRESCRIBED MATTERS -**

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

**1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs**

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

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

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

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

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

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

State Environmental Planning Policy No.21 - Caravan Parks.

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

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

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

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

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

**Environmental Planning and Assessment Act, 1979**

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State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.  
State Environmental Planning Policy No.70 - Affordable Housing (Revised Schemes).  
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 (Note: This policy applies to land within New South Wales that is land zoned primarily for urban purposes or land that adjoins land zoned primarily for urban purposes, but only as detailed in clause 4, 4A and 4B of the policy.)  
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004.  
State Environmental Planning Policy (State Significant Precincts) 2005.  
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.  
State Environmental Planning Policy (Infrastructure) 2007.  
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.  
State Environmental Planning Policy (Affordable Rental Housing) 2009.  
State Environmental Planning Policy (State and Regional Development) 2011.  
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.  
State Environmental Planning Policy (Educational Establishments and Child Care Centre Facilities) 2017.  
State Environmental Planning Policy (Primary Production and Rural Development) 2019.  
State Environmental Planning Policy (Western Sydney Aerotropolis) 2020.

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

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

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

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

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

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

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

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

Draft State Environmental Planning Policy (Primary Production and Rural Development) 2019 applies to the land.

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

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

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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

Penrith Development Control Plan 2014 applies to the land.

### **2 ZONING AND LAND USE UNDER RELEVANT LEPs**

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

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

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

#### **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 other development not specified in item 2 or 3

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

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### **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**

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**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**

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### ***LOW RISE HOUSING DIVERSITY CODE***

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

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

### ***GREENFIELD HOUSING CODE***

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

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

### ***HOUSING ALTERATIONS CODE***

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

### ***GENERAL DEVELOPMENT CODE***

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

### ***COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE***

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

### ***SUBDIVISIONS CODE***

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

### ***DEMOLITION CODE***

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

### ***COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE***

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



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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.

#### **(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

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

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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.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies to all land in the City of Penrith LGA, with the exception of land within the Lambridge Estate, WELL Precinct and Penrith City Centre that are currently subject to other development contributions plans for non-residential development.

**9A BIODIVERSITY CERTIFIED LAND**

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

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### **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.)

### **10A NATIVE VEGETATION CLEARING SET ASIDES**

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

### **11 BUSH FIRE PRONE LAND**

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

### **12 PROPERTY VEGETATION PLANS**

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

### **13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006**

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

### **14 DIRECTIONS UNDER PART 3A**

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

### **15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS AFFECTING SENIORS HOUSING**

(Information is provided in this section only if:

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

## **PLANNING CERTIFICATE UNDER SECTION 10.7**

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### **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.)

(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.)

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

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).

**22 STATE ENVIRONMENTAL PLANNING POLICY – WESTERN SYDNEY AEROTROPOLIS 2020**

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

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Affected by the Lighting Intensity and Wind Shear Map	No
(c)	Affected by the Obstacle Limitation Surface Map	No
(d)	Affected by the “public safety area” on the Public Safety Area Map	No
(e)	Within the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	No

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

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

Note:

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

**PLANNING CERTIFICATE UNDER SECTION 10.7**

Environmental Planning and Assessment Act, 1979

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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:

- (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.

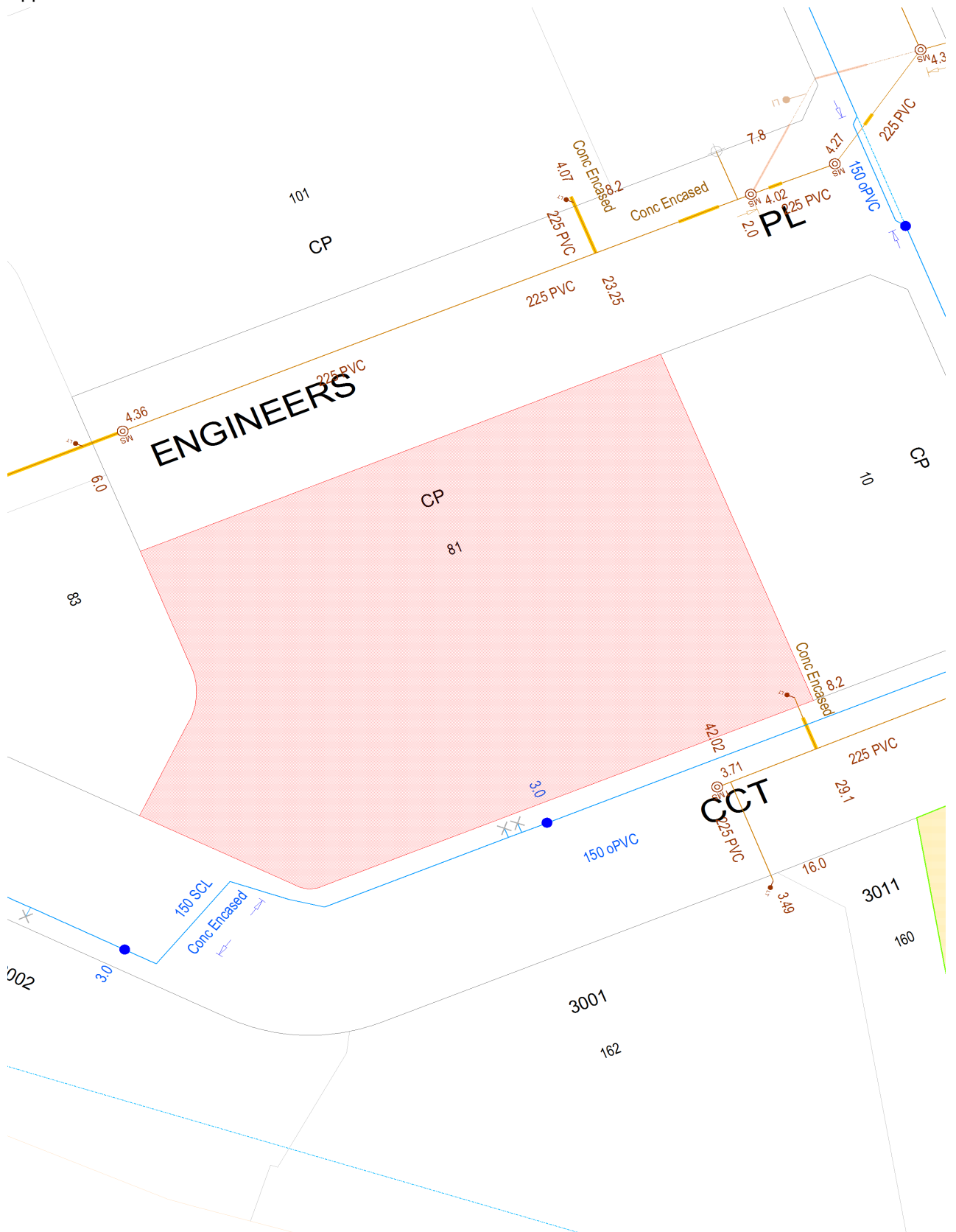
Council is committed to updating all relevant documents in a timely manner. This will include planning instruments, applications, approvals, orders, certificates, forms and other associated documents in both printed and electronic versions. Council is required to implement these changes and regrets any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





# Service Location Print

Application Number: 8000870363



Document generated at 06-07-2021 07:45:20 PM

## Disclaimer

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



# Asset Information

## Legend

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

### Disclaimer

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

## Pipe Types

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

## Further Information

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

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

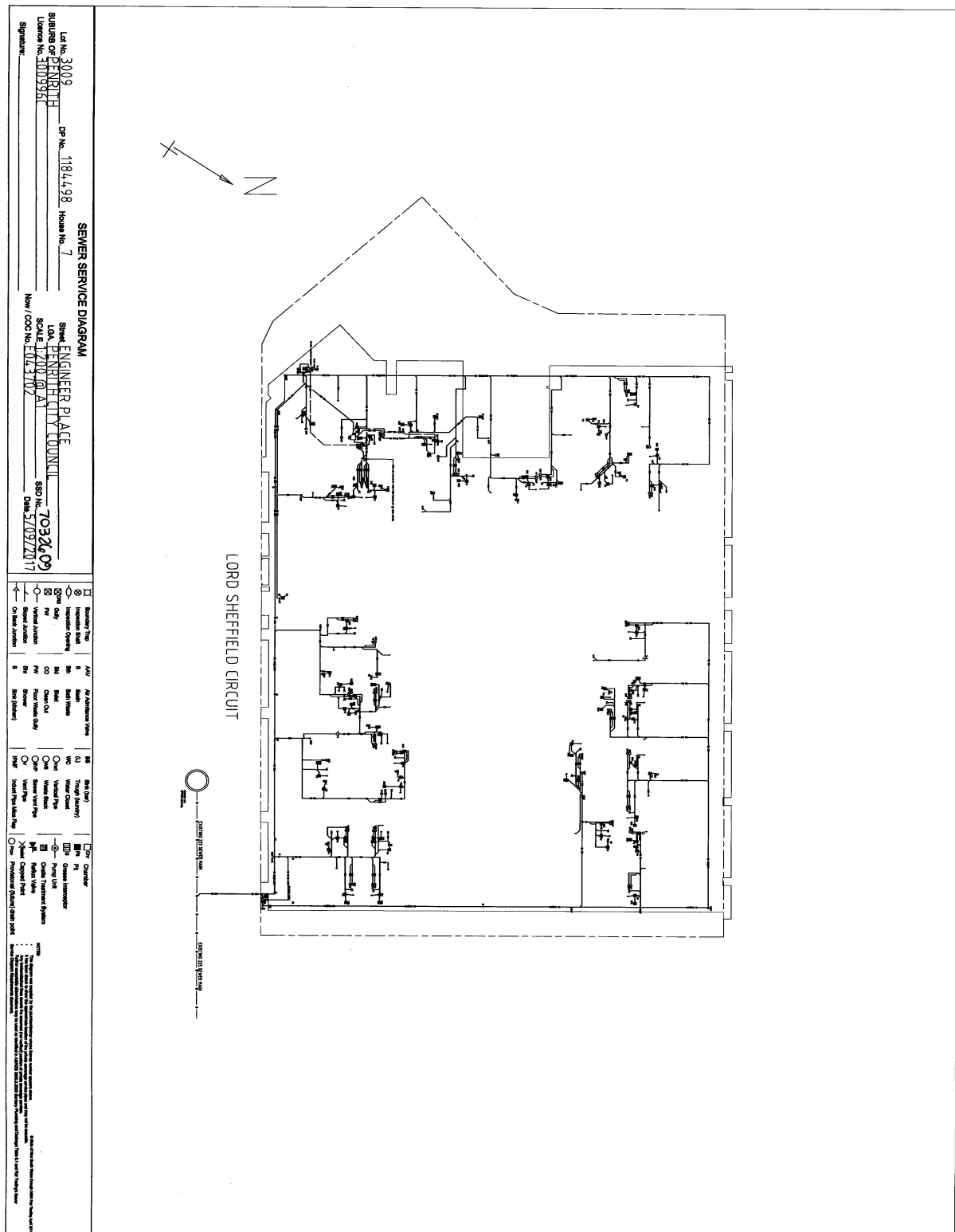
**In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)**

### Disclaimer

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

# Sewer Service Diagram

Application Number: 8000870362



Document generated at 06-07-2021 07:45:13 PM

## Disclaimer

**Disclaimer**  
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.



Revenue

Enquiry ID	3522715
Agent ID	81429403
Issue Date	06 Jul 2021
Correspondence ID	1729839355
Your reference	P434/21

INFOTRACK PTY LIMITED  
DX Box 578  
SYDNEY

**Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.**

This information is based on data held by Revenue NSW.

---

Land ID	Land address	Taxable land value
S96192/59	Unit 610, 81A LORD SHEFFIELD CC PENRITH 2750	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2021 tax year.

---

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

## Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au).

## Contact details



Read more about Land Tax and use our online service at [www.revenue.nsw.gov.au](http://www.revenue.nsw.gov.au)



1300 139 816\*



Phone enquiries  
8:30 am - 5:00 pm, Mon. to Fri.

\* Overseas customers call +61 2 7808 6906  
Help in community languages is available.

## STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:           Unit  
Dated:

### Possession and tenancies

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

### Title

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

### Adjustments

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

### Survey and building

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

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?
    - (iii) please state the builder's name and licence number;
    - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
  - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
  - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
    - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
    - (ii) does the vendor have any continuing obligations in relation to the common property affected?
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  - (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property? If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

#### **Affectations, notices and claims**

21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  - (c) Is the vendor aware of:
    - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    - (iii) any latent defects in them?
  - (d) Has the vendor any notice or knowledge of them being affected by the following:
    - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    - (iv) any realignment or proposed realignment of any road adjoining them?



- (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
    - (i) whether there are any existing breaches by any party to it;
    - (ii) whether there are any matters in dispute; and
    - (ii) whether the licensor holds any deposit, bond or guarantee.
  - (b) In relation to such licence:
    - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
    - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

#### **Applications, Orders etc**

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

#### **Owners Corporation management**

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



- (e) the preparation and review of the 10 year plan for the capital works fund; and
- (f) repair and maintenance.
- 43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
- 44. Has an internal dispute resolution process been established? If so, what are its terms?
- 45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

**Capacity**

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

**Requisitions and transfer**

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

Replies to requisitions on title:

1. Noted.
2. No.
3. (a)-(f) Not applicable.
4. No.
5. Not applicable.
6. Noted.
7. Noted.
8. Not as far as the vendor is aware.
9. The paper certificate of title may be inspected at the office of the discharging mortgagee if there is a mortgage otherwise at our office.
10. No.
11. Noted.
12. See the s 47 certificate already provided/attached.
13. Noted.
14. Noted.
15. No.
16. (a) As far as vendor is aware yes.  
(b) No.  
  
(c) No.  
  
(d) No.  
  
(e) If applicable then this information has been provided.  
  
(f) No.  
  
(g) No.
17. (a) - (g) The vendor is not aware of any such proposals.
18. (a) As to the vendor no.  
(b) No.
19. There is no swimming pool.
20. (a) No.  
(b) No.
21. (a) No.  
(b) No.  
  
(c) No.  
  
(d) No.
22. Not applicable.
23. Not as far as the vendor is aware.
24. Not as far as the vendor is aware.
25. No.
26. No.
27. No.
28. No.
29. Yes.
30. Not as far as the vendor is aware.
31. This is a matter for search.
32. The purchaser should reply on their own inspection.
33. No.

- 34. Not as far as the vendor is aware.
- 35. No.
- 36. No.
- 37. If applicable a copy has been provided.
- 38. The vendor is not aware.
- 39. Not as far as the vendor is aware.
- 40. Not as far as the vendor is aware.
- 41. Not agreed.
- 42. As far as the vendor is aware.
- 43. The vendor is not aware.
- 44. The vendor is not aware.
- 45. As far as the vendor is aware.
- 46. Noted.
- 47. Noted.
- 48. Noted.
- 49. Noted.
- 50. Not agreed. The CAC is evidence of CoRD for an electronic transaction and as such will not be provided before the day of settlement.
- 51. Noted.
- 52. Noted subject to contract.
- 53. Not agreed.

Residential Tenancies Regulation 2010 Schedule 1 Standard Form Agreement (Clause 4(1))

**Fair  
Trading**

# Standard form from 30 October 2016

## Residential tenancy agreement

**Landlord's Name(1):**

Yingying Yu

Address for service of notices (can be an agent's address):

C:- 84 Alexander Street,  
Crows Nest NSW

Postcode: 2065

Telephone number (of landlord or agent):

1300858221

**Tenant's Name(1):**

Steven Neisler

Address for service of notices (if different to address of premises):

610/81A Lord Sheffield Circuit  
Penrith, NSW

Postcode: 2750

Telephone number/s:

0419749529

**Landlord's agent:**

Morton Management Services P/L ACN 635 345 998 - Trading as Morton Real Estate Agency

Address for service of notices:

84 Alexander Street,  
Crows Nest NSW

Postcode: 2065

Telephone number/s:

1300858221

**Premises:**

(a) location

610/81A Lord Sheffield Circuit, Penrith, NSW 2750

(b) inclusions

Please refer to the Ingoing Condition Report and Inventory Report if applicable.

Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.

**Term:**

The term of this agreement is

6 Months

Starting on

14/02/2020

and ending on

13/08/2020

**Rent:**

\$840.00

fortnight

payable in advance starting on

14/02/2020

The method by which the rent must be paid:

**a. Direct Debit:**

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*Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.*

**RENTAL BOND [ Cross out if there is not going to be a bond:]**

A rental bond (HELD) of \$ 1680.00 must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

**IMPORTANT INFORMATION**

**Maximum number of occupants**

No more than 1 persons may ordinarily live in the premises at any one time.

**Names of Approved Occupants**

Steven Neisler

**Urgent repairs**

Nominated tradespeople for urgent repairs

Electrical repairs:	Smart Safe Electrical	Telephone:	0411 511 620
Plumbing repairs:	J & A Lester Plumbing	Telephone:	0419 012 583
Other repairs:	Cambridge Locksmiths	Telephone:	0412 864 801

**Water usage**

Will the tenant be required to pay separately for water usage? (Usage Only)



If yes, see clauses 11 and 12.e

**Strata by-laws**

Are there any strata or community scheme by-laws applicable to the residential premises?



If yes, see clauses 11 and 12.e

**Condition report**

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

**Tenancy laws**

The *Residential Tenancies Act 2010* and the Residential Tenancies Regulation 2010 apply to this agreement. Both the landlord and the tenant must comply with these laws.

## The Agreement

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### Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Residential Premises'.

### Copy of Agreement

2. The landlord agrees to give the tenant:

- 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
- 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

### Rent

#### 3. The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

#### 4. The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

*Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.*

### Rent increases

5. The landlord and the tenant agree that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

*Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

#### 6. The landlord and the tenant agree:

- 6.1 that the increased rent is payable from the day specified in the notice, and
- 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010

or by the NSW Civil and Administrative Tribunal.

## **Rent reductions**

### **7. The landlord and the tenant agree that the rent abates if the residential premises:**

- 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 7.2 cease to be lawfully usable as a residence, or
- 7.3 are compulsorily appropriated or acquired by an authority.

8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

## **Payment of council rates, land tax, water and other charges**

### **9. The landlord agrees to pay:**

- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
- 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

### **10. The tenant agrees to pay:**

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
  - 10.5.1 are separately metered, or
  - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

### **11. The landlord agrees that the tenant is not required to pay water usage charges unless:**

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 11.4 the residential premises have the following water efficiency measures:
  - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a

maximum flow rate of 9 litres per minute,

11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,

11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

12. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

## **Possession of the premises**

### **13. The landlord agrees:**

13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

## **Tenant's right to quiet enjoyment**

### **14. The landlord agrees:**

14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

## **Use of the premises by tenant**

### **15. The tenant agrees:**

15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

15.2 not to cause or permit a nuisance, and

15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

### **16. The tenant agrees:**

16.1 to keep the residential premises reasonably clean, and

16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

## **17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:**

17.1 to remove all the tenant's goods from the residential premises, and

17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

17.4 to remove or arrange for the removal of all rubbish from the residential premises, and



17.5 to make sure that all light fittings on the premises have working globes, and

17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

## **Landlord's general obligations for residential premises**

### **18. The landlord agrees:**

18.1 to make sure that the residential premises are reasonably clean and fit to live in, and

18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

### **Urgent repairs**

19. The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

*Note: The type of repairs that are urgent repairs are defined in the Residential Tenancies Act 2010 and are defined as follows:*

a. a burst water service,

b. an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,

c. a blocked or broken lavatory system,

d. a serious roof leak,

e. a gas leak,

f. a dangerous electrical fault,

g. flooding or serious flood damage,

h. serious storm or fire damage,

i. a failure or breakdown of the gas, electricity or water supply to the premises,

j. a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

k. any fault or damage that causes the premises to be unsafe or insecure.

## **Sale of the premises**

### **20. The landlord agrees:**

20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises

are made available for inspection by potential purchasers, and

20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

## **22. The landlord and tenant agree:**

22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time

## **Landlord's access to the premises**

23. The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

23.2 if the NSW Civil and Administrative Tribunal so orders,

23.3 if there is good reason for the landlord to believe the premises are abandoned,

23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

23.10 if the tenant agrees.

24. The landlord agrees that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:

24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

24.3 must, if practicable, notify the tenant of the proposed day and time of entry

25. The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.

26. The tenant agrees to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

## **Alterations and additions to the premises**

### **27. The tenant agrees:**

27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

28. The landlord agrees not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

## **Locks and security devices**

### **29. The landlord agrees:**

29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

### **30. The tenant agrees:**

30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the NSW Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

30.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the NSW Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

## **Transfer of tenancy or sub-letting by tenant**

### **32. The landlord and tenant agree that:**

32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and

32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

*Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.*

**33. The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

## **Change in details of landlord or landlord's agent**

### **34. The landlord agrees:**

34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change

within 14 days, and

34.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

## **Copy of certain by-laws to be provided**

*[Cross out if not applicable]*

**35. The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015, Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

## **Mitigation of loss**

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

## **Rental bond**

*[Cross out this clause if no rental bond is payable]*

37. The landlord agrees that where the landlord or the landlord's agent applies to the Rental Bond Board or the NSW Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

## **Smoke alarms**

38. The landlord agrees to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the Environmental Planning and Assessment Act 1979 if that section requires them to be installed in the premises.

39. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so

## **Swimming pools**

*[Cross out this clause if there is no swimming pool]*

40 The landlord agrees to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.

*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots]*

40A The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:

40A.1 the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and

40A.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

## **Loose-fill asbestos insulation**

**40B. The landlord agrees:**

40B.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

40B.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

**Additional terms**

41. Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2010 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in this agreement and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

**Additional term - pets**

*[Cross out this clause if not applicable]*

43. The tenant agrees not to keep animals on the residential premises without first obtaining the written consent of the landlord and, if applicable, the body corporate, community association or board of directors.

44. The landlord agrees that the tenant may keep the following animals on the residential premises unless otherwise prohibited by a strata by-law, community title rule, company title rule and/or management statement, or under law relating to health or other applicable law:

**45. The tenant agrees to:**

45.1. have the carpet professionally cleaned and to have the residential premises treated by a professional pest control provider/entity if animals have been kept on the residential premises during the tenancy;

45.2. repair any damage caused by animals kept on the residential premises;

45.3. upon request, and in the form of evidence elected, by the landlord or landlord's agent, provide to the landlord or the landlord's agent (as the case may be) evidence that the tenant has complied with clauses 45.1 and 45.2 of this agreement; and

45.4. indemnify the landlord in respect of all claims arising out of or in connection with any damage, costs or personal injuries caused or contributed to by:

- a. any animals kept by the tenant on the residential premises; and
- b. any animals moving, or being moved by someone, across the residential premises and any common areas.

**ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT**

46. The landlord and tenant agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated 14 February 2020 (insert a date if the landlord and tenant agree to this clause) forms part of this agreement.

**ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES**

47. Further to clause 16, The tenant agrees:

- 47.1. to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 47.2. to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 47.3. to wrap up and place garbage in a suitable container;
- 47.4. to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 47.5. to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 47.6. to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 47.7. to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 47.8. to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 47.9. to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 47.10. not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 47.11. not to store rubbish or unregistered vehicles on the residential premises, and not to store any items in the garage, storage cage, open car space or any other storage facility on the residential premises and storage of any items on the residential premises is at the tenant's own risk; and
- 47.12. to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

## **ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES**

### **48. The tenant agrees:**

- 48.1. to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and
- 48.2. the availability of telephone or fax lines; internet services; analogue, digital or cable television (and the adequacy of such services); are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises

## **ADDITIONAL TERM - RENT AND RENTAL BOND**

### **49. The tenant agrees:**

- 49.1. to pay the rent on or before the day which the term of this agreement begins; and
  - 49.2. not to apply any rental bond towards payment of the rent without the prior written consent of the landlord
50. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

## **ADDITIONAL TERM - OCCUPANTS**

51. The tenant agrees:

- 51.1. not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 51.2. to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

## ADDITIONAL TERM - TERMINATION

52. The tenant acknowledges that a notice of termination does not by itself end the tenant's obligations under this agreement.

53. The tenant agrees:

- 53.1. upon termination of this agreement, to:
  - a. promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
  - b. promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
  - c. comply with its obligations in clause 17 of this agreement; and
- 53.2. that the tenant's obligations under this agreement (including to pay rent and other amounts payable to the landlord pursuant to clause 54.2) continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

54. Notwithstanding any termination of the agreement, **the tenant acknowledges and agrees that:**

- 54.1. an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement;
- 54.2. if the tenant terminates this agreement before the expiry of the fixed term and if clauses 42 regarding the break fee are deleted (and, therefore, do not apply), subject to the parties' obligations to mitigate their losses:
  - a. the tenant must:
    - i. reimburse the landlord for costs, fees and other charges and expenses in connection with such termination; and
    - ii. pay rent or compensation for an amount equivalent to rent until such time as the landlord finds a suitable replacement tenant or until the date on which the fixed term of the agreement has expired (whichever occurs first), and the parties agree that this clause 54.2(a) does not apply if the tenant terminates the residential tenancy agreement early for a reason permitted under the *Residential Tenancies Act 2010*;
  - b. the tenant must comply with the requirements of clause 53 before the expiration of the fixed term of this agreement; and
  - c. the landlord is under no obligation to advertise the residential premises, arrange any inspection of the residential premises by prospective tenants or take any other action to lease the residential premises until vacant possession is provided by the tenant; and
- 54.3. the landlord is entitled to claim damages for loss of bargain in the event of a termination of this agreement on the grounds of a breach.

55. The landlord and the tenant agree that:

- 55.1. any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement;

55.2. the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy; and

55.3. the landlord's entitlement to claim damages for loss of bargain pursuant of clause 54.3 and the tenant's obligation to pay rent as and when it falls due are fundamental and essential terms of this agreement.

**Note:** Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

**Note:** If the tenant breaches this agreement the landlord should refer to section 187(2) of the *Residential Tenancies Act 2010*.

## **ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS**

### **56. The tenant agrees:**

56.1. to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;

56.2. where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law; and

56.3. where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time.

## **ADDITIONAL TERM - SWIMMING POOLS**

(This clause does not apply when there is no pool on the residential premises)

### **57. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:**

57.1. to vacuum, brush and clean the pool, backwash the filter and empty the leaf basket(s) regularly keeping them free from leaf litter and other debris;

57.2. to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;

57.3. to keep the water level above the filter inlet at all times;

57.4. to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;

57.5. not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and

57.6. to ensure that the pool safety gate or access door is self-closing at all times.



## **ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM)** (for a fixed term of **less than 2 years**):

**58.** By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

58.1. the rent will be increased to \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_\_ ; and  
to \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_\_ ; or

58.2. the rent increase can be calculated by the following method (set out details):

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

## **ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM** (for a fixed term of **2 years or more**):

**59.** By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

59.1. the rent will be increased to \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_\_ ; and  
to \$ \_\_\_\_\_ per \_\_\_\_\_ on \_\_\_\_\_ ; or

59.2. the rent increase can be calculated by the following method (set out details):

**Note:** The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

**Note:** The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

## **ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT**

### **60. For avoidance of doubt:**

- 60.1. a condition report which accompanies this agreement, forms part of this agreement;
- 60.2. a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and
- 60.3. if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days of being provided with the landlord's signed condition report then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

## ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

### 61. The tenant agrees:

61.1. to reimburse the landlord, within 30 days of being requested to do so, for:

- a. any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
- b. any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
- c. any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

61.2. to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 38 of this agreement;

61.3. to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food; and

61.4. where the residential premises are subject to the *Strata Schemes Management Act 2015* or the *Strata Schemes Development Act 2015* to immediately notify the landlord or the landlord's agent of:

- a. any windows in the residential premises that do not have any locks or other window safety devices; or
- b. any locks or other window safety devices in the residential premises that are non-compliant with legislation or need repairing,

so that the landlord or landlord's agent can ensure compliance with section 118 of the *Strata Schemes Management Act 2015* with respect to window safety devices.

## ADDITIONAL TERM - TENANCY DATABASES

**62. The landlord or the landlord's agent** advises and the tenant acknowledges and agrees that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

## ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is not garage, storage cage, open car space or other storage facility on the residential premises]

**63.** The landlord gives no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein

## ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

[This clause does not apply if there is not garage, storage cage, open car space or other storage facility on the residential premises]

**64. The tenant agrees** to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

### **ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS**

**65.** Where the tenant has been provided with the requisite notice pursuant to clause 23.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.

**66. The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 23.

### **ADDITIONAL TERM - PRIVACY POLICY**

**67.** *The Privacy Act 1988* (Cth) (the Act) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.

The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- a. identify and verify the tenant's identity;
- b. process and assess any application received in relation to the lease of the residential premises;
- c. assess the tenant's ability to meet their financial and other obligations under this agreement;
- d. manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- e. contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- f. comply with any applicable law;
- g. liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- h. negotiate the lease for the residential premises;
- i. process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- j. comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the

purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

## **ADDITIONAL TERM - ADDITIONAL TERMS AND CONDITIONS**

### **68. The landlord and tenant acknowledge that:**

- 68.1. the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement; and
- 68.2. the additional terms and conditions may be included in this agreement only if:
- they do not contravene the *Residential Tenancies Act 2010 (NSW)*, the Residential Tenancies Regulation 2010 (NSW) or any other Act; and
  - they are not inconsistent with the standard terms and conditions of this agreement.

## Notes

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### Notes

#### 1. Definitions

In this agreement:

**landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

**landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- the letting of residential premises, or
- the collection of rents payable for any tenancy of residential premises.

**LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

**rental bond** means money paid by the tenant as security to carry out this agreement.

**residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

**tenancy** means the right to occupy residential premises under this agreement.

**tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

#### 2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

#### 3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

#### 4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The

notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

## 5. Other grounds for ending agreement

*Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

## 6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the NSW Civil and Administrative Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the New tenant checklist published by NSW Fair Trading.

## Penrith

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### UNITS

1. The tenant acknowledges and accepts the property Special By-Laws which form part of this lease, which sets out the guidelines and By-Laws for the building and of which a copy has been emailed to the tenant.
2. The tenant acknowledges that as a part of this lease agreement, they have been provided with a Residential Premises Condition Report.
3. Break Lease. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term agreement, the tenant must pay a break fee as follows:
  - One weeks rent plus GST being a letting fee
  - \$33.00 incl GST being a preparation fee
  - Full cost for advertising the property on the internet for a new tenant
  - Rent up to the end of their lease or to the date of commencement of new lease
4. For all maintenance and repair requests the tenant is required to log this at [info@morton.com.au](mailto:info@morton.com.au)
5. Emergency Repairs - Should you have an emergency plumbing, electrical or hot water issue after hours or on a weekend or public holiday please call a trade and have them attend. Emergency trades are listed on your lease agreement.
6. If the tenant requests maintenance to be attended to, a maintenance called is booked and access is arranged with the tenant. If the tenant denies access to the apartment on the scheduled day the tenant will be charged for the service call.
7. Ending the Tenancy. When the fixed term period of the agreement is due to end, the landlord must give at least 30 days notice and the tenant must give at least 14 days notice to end the tenancy. This notice can be served up to and including the last day of the fixed term. Once the fixed term period has ended, a tenant is required to give at least 21 days notice, and the landlord must give at least 90 days notice. All notification must be in writing. Other grounds for ending agreement are within your Residential Tenancy Agreement.
8. The tenant must not place pot plants on the carpet without the use of plastic protection underneath. Damage to carpet will be at tenant cost.
9. It is the tenants responsibility to keep the apartment balconies and windows clean during the tenancy period. No clothes line or washing on balcony. No BBQ on balcony. No Pot Plants on Balcony. Any damage to balcony floor will be at the cost of the tenant.
10. Please be advised that all telephone, electricity & Foxtel subscription costs are at the tenants expense. The Landlord is not

responsible for the connection/disconnection of electricity, Foxtel subscription or telephone lines, telephone points or any other associated costs.

11. All banking costs associated with transfer of rent/monies from International Bank accounts will be at the cost of the tenant.

12. The tenant hereby acknowledges and agrees that they, or any visitors, shall not smoke inside the apartment or common area and they shall be liable for any costs involved in repairing, cleaning or fumigating any part of the premises that has been affected as a result of smoking.

13. The tenant is responsible for the changing of all light globes in the unit. If you can not reach them you must commission a handyman to do so at your cost.

14. Please advise the Agent of your new home phone number or any change of details.

15. The tenant acknowledges that due to his/her own circumstances IF they were unable to inspect the property prior to the signing of the Residential Tenancy Agreement, the tenant hereby acknowledges that they accept the property in the condition as described by the agent prior to making the application.

16. The tenant agrees to notify the landlords agent of any extra or change in tenant(s) residing at the property.

17. The Tenant is advised to hold and maintain a current Tenant Contents Insurance Policy throughout the term of the Residential Tenancy Agreement. No liability for damage to personal effects, goods and chattels will be the responsibility of the Landlord.

18. If the property is furnished: a) All linen must be professionally laundered and pressed at the end of the tenancy. b) All goods and chattels are accepted in the condition as viewed at the time of commencement of tenancy and as stated in the condition report/inventory.

19. Should the tenant lock themselves out of their premises after hours the tenant will be required to use the services of a locksmith at their expense and inform their property manager on the following working day. Recommended locksmith: Cambridge Locksmiths & Ian 0412 864 801

20. The tenant acknowledges and agrees that the agent will perform Routine Inspections through recording short videos. This video is a record of the property Periodic Inspection during your tenancy.

21. The tenant acknowledges and agrees not to place a blow up or portable pool on any part of this property which include balconies, terraces, courtyards and gardens

22. I/we understand that once in tenancy I/we will not place this property on Airbnb or other such sites

23. The tenant agrees to maintain proper ventilation in the property and to turn on exhaust fans, particularly when bathing, showering, cooking, doing laundry and drying clothes. Open windows when weather permits, to improve cross ventilation.

24. Condenser Dryers & Please note that there is a water panel at the top left hand corner of the dryer which should be emptied and the lint should be cleaned after every use

25. The Property is brand new. As a brand new apartment, there are a number of defects that the tenant needs to allow the builder and trades access to attend to these repairs.

26. Utilities. The tenant needs to connect a Gas Account with a supplier to pay for the gas for the Hot Water, from the centralised hot water gas system. The stove top gas usage does not need an account set up, as this gas is billed to the Owners Corporation which will then be invoiced to the tenant accordingly, when received from strata. The electricity provider is OC Energy [www.ocenergy.com.au](http://www.ocenergy.com.au), 1300 494 080, as the only supplier able to service Thornton Central, which the tenant must set up an account with OC Energy for electricity..

27. NBN. The NBN is connected to the apartment, however a new development \$300 connection fee may apply with the NBN and your ISP as a once off payment when setting up an account.

28. The tenant is responsible for the care and maintenance of the property including but not limited to Flooring, Stone and Timber Benchtops Etc. A full maintenance guide can be found on building Link <https://buildinglink.com/v2/tenant/Library/Library.aspx> If you do

not have your building Link log in please contact Cambridge Building Management email: Thornton.BM@cambridgems.com.au 0438 846 612.

29. We advise that you do NOT keep any valuable property in the storage cage and that you will need to supply your own lock.

**Special Conditions**

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1. The tenant acknowledges and confirms receiving the inspection report sheet, designed for the purposes of reporting to the landlord the state of repair of the condition of the premises, on the day it was let and further to return the completed report within seven (7) days from the tenancy agreement date to the landlord's agent.
2. The tenant/s agree if a payment is dishonoured that the tenant will incur the costs and the bank charges of the lessor
3. The tenant/s agree that of sending the rent by mail /EFT that no receipt will be issued.
4. The tenant/s agree to allow tradesmen access for repairs and maintenance to the property, by our master key if the tenant cannot be home during office hours.
5. The tenant/s agree not to use any nails, screws, hooks or any other material that will deface walls, doors or ceilings without the landlord's approval.
6. The tenant/s must first seek permission to change the locks and then must supply the agent/landlord with a set of keys for the new locks at the premises.
7. The tenant/s hereby agree not to dispose of any fats, oils, sanitary items or any other material in any drain or sink, otherwise the lessee will be responsible for the cost incurred to clear such drains.
8. The tenant/s agree to redirect their mail at the end of the tenancy and will also be responsible for cancelling their utility connections.
9. Please note that keys must be returned on the vacate date, otherwise additional rent will be charged on a daily rate until returned.
10. The tenant/s agree they are responsible for their balcony as well as the garden & courtyard, including weeding, moss removal, mowing lawns where applicable, and for keeping any drains clear of blockages.
11. The tenant/s agree that that there is no smoking inside the premises.
12. Disclosure, You acknowledge that your contact details will be provided to Landlords, tradespeople, other staff members in our firm and Strata agents when required. You must notify us of any changes with your contact details as soon as it happen.
13. The tenant/s understand and agrees that the landlord does not guarantee service to the phone point or Telephone reception and TV aerial in the property and if the tenant/s want to connect it, it will be at the tenant/s cost.
14. The tenant/s understands and agrees that the timber floors are to be kept in good order by placing protective pads under furniture, particularly chairs. (If applicable) Refer to the agents 'Care Sheet' supplied.
15. If on a lease with others, you must not vacate without informing us first and at no time must others move in without prior referencing and approval from us. Please contact your Property Manager to discuss.
16. Tenant/s are recommended to take their own contents insurance whilst they are occupying the property. Should there be a flood or fire, the landlord is not responsible for the replacement of goods.
17. Air B&B or equivalent is not permitted.
18. Smoke alarm battery and light globes, tenants are responsible to replace.
19. No inflatable or temporary pools are to be used at the premises.
20. Mould must be removed immediately and the home kept well ventilated for fresh air circulation.
21. Fireplaces are ornamental only and can only be used with the landlord's approval.

## Inclusions

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Car space #186 Storage Cage #135

## Email Service of Notices

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### Email Service of Notices and Documents Consent Form

Date 11/02/2020

I/We **Steven Neisler** consent to all notices and documentation relevant to the proposed sale, purchase, management or letting (as applicable) of **610/81A Lord Sheffield Circuit Penrith NSW 2750** being served electronically via email **steve\_n1980@hotmail.com**

Where the Premises are subject to a tenancy agreement, I/we consent to the service of notices and documents required to be given or served in respect of or under the tenancy agreement for the Premises including but is not limited to termination notices, notice of intention to sell the Premises, notice of access/inspection/entry and a notice of rent increase.

I/We consent to Morton providing your contact details to third parties i.e. valuers and tradespeople who will need access to the property.

I/We **Steven Neisler** acknowledge that by providing an email address and signing this form, I/we consent to Morton Real Estate updating my/our details of the method of communication for the purposes of email service of notices and other documents on all relevant documents.

**Signature of tenant 1****in the presence of (witness)**

Name/trading name

Witness name

Steven Neisler

Adam Jackson

Signature

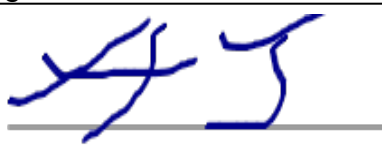
Date



11/02/2020

Signature

Date



11/02/2020

**Signature of lessor/agent****in the presence of (witness)**

Name/trading name

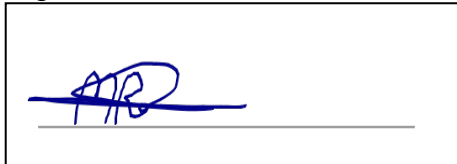
Witness name

Michelle Roberts/Morton Management  
Services P/L ACN 635 345 998 - Trading  
as Morton Real Estate Agency

Melinda Williams

Signature

Date



11/02/2020

Signature

Date



11/02/2020

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or [www.fairtrading.nsw.gov.au](http://www.fairtrading.nsw.gov.au), or
- (b) Law Access NSW on 1300 888 529 or [www.lawaccess.nsw.gov.au](http://www.lawaccess.nsw.gov.au), or
- (c) your local Tenants Advice and Advocacy Service at [www.tenants.org.au](http://www.tenants.org.au)