

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 72122761	NSW DAN:
vendor's agent	Morton Real Estate 5/86 Henry Street PENRITH NSW 2750		Phone: 0409 663 535 Fax: Ref: David Lipman
co-agent			
vendor	VICKI ATTARD 23 Edmund Street RIVERSTONE NSW 2765		
vendor's solicitor	Storey & Gough Solicitors 182 George Street Parramatta NSW 2150		Phone: 02 9689 0700 Fax: Ref: 200367
date for completion	42 days after the contract date (clause 15)		Email: ross@sglaw.com.au
land	204/8 AVIATORS WAY PENRITH NSW 2750		
(Address, plan details and title reference)	LOT 13 IN STRATA PLAN 97026 Folio Identifier: 13/SP97026		
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies		
improvements	<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 checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:		

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Ref: Email:
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

witness

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

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

200367

72122761

vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Pexa

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* (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 *RW rate* (residential withholding rate): \$

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" 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 checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" 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 checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input checked="" 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 off the plan contract
Home Building Act 1989 <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	Other <input type="checkbox"/> 59
Swimming Pools Act 1992 <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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

Bright & Duggan

Email: customercare@bright-duggan.com.au

PO Box 281, Crows Nest NSW 1585

Tel: (02) 9902 7100

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

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

3 Deposit-bond

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

4 Transfer

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

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

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

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

20 Miscellaneous

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

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

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

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

24 Tenancies

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

25 Qualified title, limited title and old system title

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

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

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

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

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

SPECIAL CONDITIONS TO THE CONTRACT FOR SALE OF LAND

33. DEFINITIONS

In these special conditions, these terms (in any form) means:

"Date for Completion" means the date for completion specified on the front page of this Contract;

"Disclosure Material" means those materials required to be disclosed in the Contract pursuant to section 52A of the *Conveyancing Act 1919*.

"Contract" means this contract.

"Contract Date" means the date of exchange of this Contract.

"Guarantors" means the directors of the purchasing entity (if applicable).

"Inclusions" mean any inclusions included with the purchase the subject of this Contract.

"Property" means the property identified on the front page of this Contract;

"Requisitions on Title" means the requisitions on title attached to this Contract.

"Standard Form" means the standard form of conditions of sale in the Contract for Sale and Purchase of Land – 2019 Edition approved by the Law Society of New South Wales and the Real Estate Institute of New South Wales to which these special conditions are annexed and as modified by clause 34.

"Transfer" means:

- (a) if the matter is to proceed by way of a paper settlement, the paper form of transfer approved by NSW Land Registry Service in registrable form; or
- (b) if the matter is to proceed by way of an electronic settlement, the form of transfer approved by NSW Land Registry Service capable of being lodged through an e-conveyancing system at the time of settlement.

"Vendor's Agent" means the vendor's agent noted, if any, on the cover page of this Contract.

34. VARIATIONS AND AMENDMENTS TO PRINTED FORM

The standard form is varied as follows:

- (a) condition 2.9 is deleted;
- (b) condition 7.1.1 is amended by replacing "5%" with "1%";
- (c) condition 7.2.1 is amended by deleting "10%" and substituting it with "0.5%";

- (d) condition 7.2.6 is amended by adding "and the amount held and all net interest must be paid to the vendor" at the end of the condition;
- (e) line 1 of condition 10.1, is to be replaced with:

"The purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of -"
- (f) condition 16.8 is deleted.
- (g) condition 16.12 is amended by inserting after the word "fee" the words "if the completion address is outside the Sydney metropolitan area";
- (h) condition 19 is amended by inserting the following sub-clause:

"19.3 Despite clause 19.2.3, the Purchaser's only remedy for a breach of a warranty prescribed by the Conveyancing (Sale of Land) Regulations 2017 is the remedy prescribed by that regulation"

35. INTERPRETATION

35.1 Interpretation of Contract

In this Contract, unless the contrary intention appears:

- (a) headings are inserted for convenience of reference only and must be ignored in the interpretation of this Contract;
- (b) the singular includes the plural and vice versa;
- (c) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
- (d) any gender includes all other genders;
- (e) a reference to a person includes:
 - (i) a body corporate, an unincorporated, partnership, joint venture, association, authority, trust, state, government or other entity;
 - (ii) a reference to that person's executors, administrators, successors, permitted assigns and substitute including but not limited to a person to whom this Contract is novated; and
 - (iii) a body or authority includes any replacement body, authority or person serving the same function or acting in the same capacity as that body or authority.
- (f) a reference to a clause, special condition or schedule is to a clause special condition or schedule to this Contract;
- (g) a reference to an agreement or document is to that agreement or document as amended, novated, supplemented, varied or replaced;

- (h) a reference to a thing including but not limited to a right, includes a reference to a part of that thing;
- (i) a reference to legislation or to a provision of that legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it;
- (j) a reference to conduct includes but is not limited to, an omission, statement or undertaking whether in writing or not;
- (k) a provision of this Contract must not be construed adversely to a party on the grounds that the party is responsible for the preparation of it;
- (l) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (m) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (n) a reference to a month is a reference to a calendar month;
- (o) a reference to a year is a reference to a calendar year;
- (p) a reference to a day including a Business Day is a reference to the period which starts at midnight and ends twenty-four (24) hours later;
- (q) The word "includes" in any form is not a word of limitation;
- (r) A reference to "dollar" or "\$" is a reference to Australian currency; and
- (s) If a clause or part of this Contract can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

35.2 Inconsistency

In the event of any inconsistency between these special conditions and the Standard Form, the terms of these special conditions shall prevail.

36. THE PURCHASER'S ACKNOWLEDGEMENTS

36.1 Purchaser Acknowledgments

The purchaser acknowledges that despite any other provision of this Contract:

- (a) the vendor will pursuant to its obligations under this Contract, execute and deliver to the purchaser the documents necessary to transfer to the purchaser when required and to procure the release of the Property from:
 - (i) any mortgage, charge or other security interest affecting the Property; and

- (ii) any caveat lodged by or on behalf of any person claiming an interest in the Property through the vendor;
- (b) the vendor or the Vendor's Agent makes no representations or warranty to the purchaser as to the subject matter of this Contract or any other matter in connection with the sale not expressly referred to in this Contract; and
- (c) the proceeds of the sale and any other amounts payable under this contract must be paid to the vendor or as the vendor may direct.
- (d) that the purchaser shall take title to the Property subject to the existing water, sewerage, drainage, gas, electricity and other services and shall not make any objection thereto or make any requisitions or claim any compensation in respect of the existence or non-existence of such services, or on the grounds that any connection passes through any other property or that any connection to any other property passes through the Property.
- (e) that the purchaser shall not make any objection thereto or make any requisitions or claim any compensation in respect of the existence or non-existence of any water or sewerage main or any underground or surface stormwater pipe that passes through, over or under or should any sewer manhole or vent be on the Property.
- (f) that the Property and Inclusions (if any) are being purchased in their present condition and state of repair and shall not make any claim, requisition, seek to rescind or terminate this Contract or delay completion of the Contract, in respect of:
 - (i) the nature, quality, state of repair and condition, latent or patent defects, dilapidation or infestation of the Property of the Inclusions;
 - (ii) the purpose for which the Property or the Inclusions may be used;
 - (iii) any misdescription of the Property or inaccuracy in its area or measurements which does not have a material and adverse effect on the purchaser's proposed use and enjoyment of the Property; and
 - (iv) any misdescription of an Inclusion (if any) in the Contract.

36.2 Disclosure Material

The purchaser acknowledges and agrees that:

- (a) the vendor has made the Disclosure Material available to the purchaser;
- (b) it has examined the Disclosure Material and has satisfied itself in connection with the matters arising from or relating to it;
- (c) neither the vendor nor any person acting on behalf of the vendor has made any warranties or representations about the Disclosure Material; and
- (d) neither the vendor nor any person acting on behalf of the vendor, assumes liability for anything contained in (or omitted from) the Disclosure Material.

36.3 Purchaser Warranties

The purchaser warrants, acknowledges and agrees that:

- (a) it has had the opportunity to carry out due diligence of the Property and has satisfied itself in connection with the matters arising from its due diligence;
- (b) in entering into this Contract it has relied on its own due diligence, inspection and enquiries in connection with all matters which affect or which may affect the Property, including:
 - (i) the nature, condition, quality or state of repair of the Property and any Inclusions, including any dilapidation, infestation or defect (patent or latent) which may affect the Property;
 - (ii) the use and purposes for which the Property can be put;
 - (iii) the suitability or fitness of the Property for any purpose;
 - (iv) whether the Property and improvements (if any) comply with any laws (including environmental laws), the requirements of any authority and any non-compliance;
 - (v) the financial return or income to be derived at any time from the Property and expenses that may be incurred in connection with the Property;
 - (vi) the means or adequacy of access to the Property;
 - (vii) the zoning and planning restrictions on the Property;
 - (viii) the future development or uses of land surrounding the Property;
 - (ix) the presence of asbestos or hazardous substances or contamination in, on or under the property or which affects the Property in any way;
 - (x) the condition, existence (or non-existence) or availability of services;
 - (xi) the means by which the strata scheme of which the property forms part has been operated; and
- (c) neither the vendor nor any person acting on behalf of the vendor makes any representation or warranty about any matter which affects, or which may affect the Property.

36.4 No Claims

The purchaser cannot make any claims, objection, requisition or seek to delay completion, rescind or terminate this Contract in respect of any matter arising out of those matters referred to in this clause 36.

37. CAPACITY

37.1 Purchaser's Capacity

37.1.1 The purchaser warrants that they have legal capacity to enter into this Contract.

37.1.2 If the purchaser is a body corporate, the purchaser warrants that it is not insolvent and that it has been incorporated or formed in accordance with the laws of its place of incorporation or formation, is validly existing under those laws and has power and authority to own its assets

37.1.3 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause 37.1.3 not been included herein, should either party prior to completion being an individual:

- (i) die;
- (ii) lose capacity to complete this Contract; or
- (iii) is declared bankrupt.

then the other party may rescind this Contract by notice in writing forwarded to the other party's solicitors whereupon this Contract shall be at an end and the provisions of condition 19 shall apply.

37.1.4 Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this 37.1.4 not been included herein, should the purchaser prior to completion being a company:

- (a) resolves to go into liquidation;
- (b) has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation;
- (c) enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Law or any similar legislation; or
- (d) have a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed,

then the vendor may terminate this Contract by notice in writing forwarded to the purchaser's solicitors whereupon this Contract shall be at an end and the provisions of condition 9 shall apply.

37.1.5 The purchaser acknowledges that the vendor has relied upon the warranties provided by the vendor under this clause 37 and such warranties shall not merge on Completion of this Contract.

38. ENTIRE AGREEMENT

The provisions set out in this Contract contain the entire agreement between the parties as at the date of this Contract notwithstanding any:

- (a) representation, agreement, negotiation or discussion held, or

(b) documents signed or brochures, plans, concepts or any other material produced, prior to the date of this Contract unless such matters are expressly contained in the terms of this Contract or is implied by statute.

39. VENDOR'S AGENT

- 39.1 The purchaser warrants to the vendor that it was not introduced to the vendor or to the Property by any agent nor was any agent the effective cause of the sale herein, other than the Vendor's Agent.
- 39.2 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 and amounting to a breach by the Purchaser of the warranty given in this clause 39.
- 39.3 The vendor warrants that it has not granted any sole or exclusive agency to any agent other than the Vendor's Agent.
- 39.4 This clause 39 shall not merge on completion.

40. PARTICULARS OF TITLE, REQUISITIONS AND TRANSFER

40.1 Particulars of Title

The purchaser acknowledges that there are sufficient particulars of title contained in this Contract to enable the purchaser to prepare a Transfer.

40.2 Preparation of the Transfer

- 40.2.1 The purchaser shall tender to the vendor the appropriate Transfer for the Property at least fourteen (14) days prior to the Completion Date.
- 40.2.2 In the event that this Contract is to settle by way of a paper settlement and notwithstanding clause 4, the purchaser fails to deliver the transfer to the vendor's solicitor on or before the date specified in clause 39.2.1, the purchaser agrees to pay the vendor \$165.00 (inclusive of GST) for the cost of arranging the urgent execution of the Transfer.
- 40.2.3 The amount referred to in clause 40.2.2, shall be paid by the purchaser by way of a settlement at settlement and the purchaser acknowledges that the payment of this amount is an essential term of this Contract and such amount is a genuine pre-estimate of the additional cost incurred by the vendor.

40.3 Requisitions on Title

The parties agree that the only form of requisitions on title that the purchaser shall be entitled to serve to the vendor under this Contract is the form of Requisitions of Title annexed to this Contract.

41. COMPLETION

41.1 Completion Date

This Contract is to be completed on the Date for Completion.

41.2 Venue for Completion

The venue for completion shall be:

- (a) the Pexa electronic conveyancing platform if the matter proceeding as an electronic transaction and settlement;
- (b) the office of Storey & Gough Lawyers, "Harrisford", 182 George Street, Parramatta if the matter is to proceed as a paper transaction and settlement; or
- (c) at such other venue as the vendor or their solicitor shall direct.

41.3 Cancelled or Re-Arranged Settlement

- 41.3.2 In the event that settlement does not take place on the Date for Completion at the scheduled time due to the default of the purchaser or the purchaser's mortgagee and through no fault of the vendor, in addition to any other monies payable by the purchaser on completion of this Contract, the purchaser must pay an additional \$330.00 (inclusive of GST) on settlement, to recover the legal costs and other expenses incurred as a consequence of the delay.
- 41.3.3 The parties acknowledge that the additional amount to be paid by the vendor in the event of settlement not taking place pursuant to clause 41.3.1 is a genuine pre-estimate of the additional legal costs and expenses incurred as a consequence of the delay.
- 41.3.4 Payment of the amount under clause 41.3.1 is an essential term of this Contract and the vendor will not be required to complete this Contract unless this amount is paid at Completion.

41.4 Late Completion

- 41.4.1 Failure to complete the Contract by the Completion Date shall entitle either the vendor or the purchaser to issue a notice to complete requiring the other party to complete this Contract within fourteen (14) days from the date of that notice and in this respect time shall be deemed of the essence.
- 41.4.2 For avoidance of any doubt, it is expressly agreed between the vendor and the purchaser that a period of fourteen (14) days is a reasonable and sufficient period of time to allow for completion, notwithstanding any rule of law or equity to the contract.
- 41.4.3 Any notice issued under clause 41.4.1 may be withdrawn and re-issued (as required) at any time.
- 41.4.4 Should the vendor become entitled to serve a notice to complete, the purchaser agrees at settlement to pay to the vendor in addition to all other monies due under this Contract, the sum of \$300.00 (including GST) to compensate the vendor for legal costs incurred in respect of the issue and service of the notice to complete and the purchaser acknowledges this to be a reasonable sum.

41.5 Default of the Purchaser

- 41.5.1 If, through no fault of the vendor, the purchaser fails to complete this Contract on or before the Date for Completion then, and without prejudice to all other remedies of the vendor, the purchaser must pay to the vendor at Completion an amount being the interest calculated on the balance of the purchase price payable at the rate of ten percent (10%) per annum on a daily basis from the Date for Completion up to and including the date that Completion actually occurs.
- 41.5.2 The purchaser shall not be entitled to require the vendor to complete this Contract unless such interest is paid to the vendor on Completion and it is an essential term of this Contract that such interest is to be paid.

41.6 Encumbrances of Title

- 41.6.1 If a mortgage or caveat is recorded on the folio of the register for the Property, the purchaser must, on completion, accept a discharge of that mortgage or a withdrawal of that caveat in so far as it relates to the Property.
- 41.6.2 A discharge of mortgage or withdrawal of caveat given under clause 41.6.1 must be in registrable form and the registration fees payable must be paid by the vendor to the purchaser on completion.

41.7 No Damages

The purchaser further agrees that in the event that the vendor does not complete this Contract by the Completion for Date, the purchaser shall not be entitled to damages for such non-completion however shall be entitled to issue a notice to complete.

42. ADJUSTMENTS AND ALLOWANCES ON SETTLEMENT

- 42.1 Clause 14 of the Contract requires that on Completion the parties adjust, as at the adjustment date, all rates and other outgoings (including land tax, if applicable). If any adjustment of an outgoing or rate at Completion are incorrect or by error a rate or outgoing is not adjusted or an error is made in the adjustment, the parties agree to correct such error and for the party to be reimbursed to be paid the amount to be reimbursed within five (5) Business Days of receipt of written notification from the party entitled to reimbursement.
- 42.2 This clause 42.2 shall not merge on Completion of the Contract.

43. NOT USED

44. PERSONAL GUARANTEES

- 44.1 This clause 44 applies if the purchaser is a corporation.
- 44.2 In consideration of the vendor entering this contract at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the vendor:
- (a) the payment of all money payable by the purchaser under this Contract; and
 - (b) the performance of all the purchaser's other obligations under this Contract.

44.3 The Guarantor:

- (a) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default or attempted breach or default by the purchaser of its obligations under this Contract; and
- (b) must pay on demand any money due to the vendor under this indemnity.

44.4 The Guarantor is jointly and severally liable with the purchaser to the vendor for:

- (a) the purchaser's performance of its obligations under this Contract; and
- (b) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract, or the termination of this Contract by the vendor.

44.5 Until the vendor has received all money payable to it under this Contract, and the purchaser and the Guarantor have performed all their obligations under this Contract, neither the purchaser nor the Guarantor may:

- (a) claim or receive the benefit of a dividend or distribution, a payment of the estate or assets, or a payment in the liquidation, winding-up or bankruptcy of a person liable jointly with the purchaser or Guarantor to the vendor or liable under a security for money payable by the purchaser or the Guarantor; or
- (b) prove in an estate or in relation to an asset in a liquidation, winding-up or bankruptcy in competition with the vendor unless the amount the vendor is entitled to will not be reduced as a result.

44.6 The Guarantor must pay the vendor on written demand by the vendor all expenses incurred by the vendor in respect of their exercise or attempted exercise of any right under this clause 44.

44.7 The Guarantor's obligations are not affected if:

- (a) the vendor releases or enters into a composition with the purchaser;
- (b) a payment made to the vendor is later avoided; or
- (c) the vendor assigns or transfers the benefit of this Contract.

44.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the Guarantor's obligations under this clause 44.

44.9 The Guarantor's obligations under this clause 44 are not released, discharged or otherwise affected by:

- (a) the grant of any time, waiver, covenant not to sue or other indulgence;
- (b) the release (including without limitation a release as part of a novation) or discharge of any person;
- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the Guarantor or any other person;

- (d) an extinguishment, failure, loss, release, discharge, abandonment, impairment, compound, composition or compromise, in whole or in part of any document or agreement;
- (e) any moratorium or other suspension of a right, power, authority, discretion or remedy conferred on the vendor by this Contract or by law;
- (f) payment to the vendor, including a payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable or
- (g) the winding up of the purchaser.

44.10 The Guarantor guarantees to the vendor the payment of all money by the purchaser on the dates specified in the Contract and the Guarantor must pay that money to the vendor on the due dates if required by the vendor irrespective of whether the Contract has been completed or title has been transferred to the purchaser provided that on payment the vendor will transfer the Property to the purchaser in accordance with the Contract.

44.11 The purchaser must ensure that the Guarantor signs this Contract as Guarantor below and the purchaser's obligations under this clause 44.11 is an essential term of this Contract.

Signature of Director/Guarantor

Signature of Director/Guarantor

Name of Director/Guarantor (PRINT)

Name of Director/Guarantor (PRINT)

45. RELIEF OF VENDOR'S OBLIGATIONS

If by reason of any fact, circumstance, matter or thing beyond the reasonable control of the vendor, the vendor is unable to perform in whole or in part any obligation under this Contract the vendor shall be relieved of that obligation under this Contract to the extent and for the period that it is so unable to perform and shall not be liable to the purchaser in respect of such inability.

46. CLAIMS FOR COMPENSATION

Notwithstanding any other provisions of this Contract, any claim for compensation made by the purchaser under this Contract will be deemed an objection or requisition entitling the vendor to rescind the Contract.

47. RELEASE OF DEPOSIT

47.1 Notwithstanding the provisions of condition 2 of the Standard Form, the purchaser gives to the vendor permission to use the deposit paid under this Contract or any part of it as a deposit on the purchase of a freehold property by the vendor and to pay the transfer duty on Contract and transfer for that purchase.

47.2 If the vendor requires the use of the deposit paid under this Contract or any part of it for the purpose or purposes referred to in clause 47.1, the deposit-holder is hereby given permission by the parties to this Contract to release the deposit or any part of it to the vendor for such purposes

and upon receipt of a direction by the vendor requiring the release of the deposit the deposit-holder shall account for it to the vendor and shall cease to be the deposit-holder.

- 47.3 The vendor covenants with the purchaser that it shall not use the deposit paid under this Contract for any purposes other than as stipulated in this clause 47.

48. NOTICES

A notice or document shall be sufficiently served for the purposes of this Contract if the notice or document is sent by facsimile transmission or email except where:

- (a) the sender's facsimile machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made; or
- (b) the time of dispatch is not before 17.00 (local time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place;
- (c) the email is noted as "undeliverable".

49. GOVERNING LAW

This Contract is governed by the law in force in New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales.

50. NO MERGER

Any provision of this Contract capable of continuing in force and effect following completion of this Contract shall continue in force and effect notwithstanding such completion.

51. VARIATION TO CONTRACT

No variation to this Contract will be of any force or effect unless it is in writing and signed by the parties to this Contract and formalised by way of Deed of Variation to Contract.

52. FOREIGN INVESTMENT BOARD APPROVAL

- 52.1 If the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval or an indication of non-objection under the *Foreign Acquisition and Takeovers Act 1975 (the FIRB Act)* or any real estate policy guidelines of the Commonwealth Government and/or the approval or certification of the Treasurer under any regulations to the FIRB Act to enter into this Contract the purchaser hereby warrants that they have obtained the approval of the Treasurer or has received a statement of non-objection.
- 52.2 The purchaser acknowledges that the vendor has relied upon the purchaser's warranty in clause 52.1 in entering into this Contract and the purchaser agrees to indemnify the vendor and hold the vendor indemnified in respect of any losses which the vendor may suffer as a result of the purchaser's warranty being untrue or as a result of the purchaser's breach of the warranty.

53. ELECTRONIC CONVEYANCING

- 53.1 Despite any clause of this Contract to the contrary, if this Contract specifies that it is to proceed by way of an electronic transaction the parties shall complete the Contract through an electronic e-conveyancing platform.
- 53.2 If the purchaser notifies the vendor at any time during the course of this transaction that the Contract is to no longer proceed by way of an electronic transaction, through no fault of the vendor, the purchaser must, in addition to any other money payable under this Contract:
- (a) pay the vendor's solicitor a fee of \$440.00 (inclusive of GST) at completion as an agreed additional cost; and
 - (b) reimburse to the vendor on completion any costs payable by the vendor to the vendor's financier arising from the transaction not being conducted as an electronic transaction.
- 53.3 The purchaser and the vendor agree that the costs payable by the purchaser pursuant to clause 53.2 is a genuine pre-estimate of the additional costs involved in abandoning all works undertaken in preparing for an electronic settlement and preparing for a paper settlement.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 13/SP97026

SEARCH DATE	TIME	EDITION NO	DATE
3/9/2020	12:02 PM	3	4/3/2020

LAND

LOT 13 IN STRATA PLAN 97026
AT PENRITH
LOCAL GOVERNMENT AREA PENRITH

FIRST SCHEDULE

VICKI ATTARD

(T AP942112)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP97026

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

200367

PRINTED ON 3/9/2020

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



FOLIO: CP/SP97026

SEARCH DATE	TIME	EDITION NO	DATE
3/9/2020	12:02 PM	2	18/6/2019

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 97026
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT PENRITH
LOCAL GOVERNMENT AREA PENRITH
PARISH OF CASTLEREAGH COUNTY OF CUMBERLAND
TITLE DIAGRAM SP97026

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 97026
ADDRESS FOR SERVICE OF DOCUMENTS:
2 AVIATORS WAY
PENRITH 2750

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 J38042 RIGHT(S) MORE FULLY SET OUT IN J38042 APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND COMPRISED IN DP104189
- 2 P850417 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART SHOWN AS PROPOSED EASEMENT FOR STORMWATER 10 WIDE & VAR. WITHIN LOT 8 IN DP583998
- 3 DP1225486 EASEMENT FOR LIGHT AND AIR 6 METRE(S) WIDE (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1225486
- 4 DP1225486 EASEMENT FOR ELECTRICITY CABLES VARIABLE WIDTH (LIMITED IN STRATUM) APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1239716 EASEMENT FOR UNDERGROUND CABLES 1 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 AP329463 CONSOLIDATION OF REGISTERED BY-LAWS
- 7 AP329463 INITIAL PERIOD EXPIRED

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 97026

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 90		2 - 71		3 - 114		4 - 97	
5 - 102		6 - 79		7 - 100		8 - 99	

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP97026

PAGE 2

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 97026

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
9	- 76	10	- 100	11	- 68	12	- 115
13	- 99	14	- 101	15	- 81	16	- 100
17	- 100	18	- 76	19	- 98	20	- 100
21	- 71	22	- 116	23	- 99	24	- 102
25	- 81	26	- 101	27	- 100	28	- 69
29	- 98	30	- 101	31	- 77	32	- 117
33	- 100	34	- 103	35	- 81	36	- 100
37	- 100	38	- 70	39	- 99	40	- 101
41	- 71	42	- 121	43	- 100	44	- 103
45	- 82	46	- 101	47	- 101	48	- 76
49	- 100	50	- 102	51	- 72	52	- 119
53	- 101	54	- 104	55	- 83	56	- 101
57	- 102	58	- 72	59	- 100	60	- 102
61	- 79	62	- 120	63	- 102	64	- 104
65	- 83	66	- 102	67	- 102	68	- 78
69	- 101	70	- 103	71	- 79	72	- 127
73	- 102	74	- 105	75	- 83	76	- 102
77	- 103	78	- 79	79	- 101	80	- 103
81	- 80	82	- 121	83	- 103	84	- 105
85	- 83	86	- 103	87	- 103	88	- 79
89	- 102	90	- 133	91	- 111	92	- 123
93	- 102	94	- 115	95	- 117	96	- 102
97	- 115	98	- 115	99	- 130	100	- 111
101	- 110	102	- 110	103	- 4		

NOTATIONS

UNREGISTERED DEALINGS: NIL

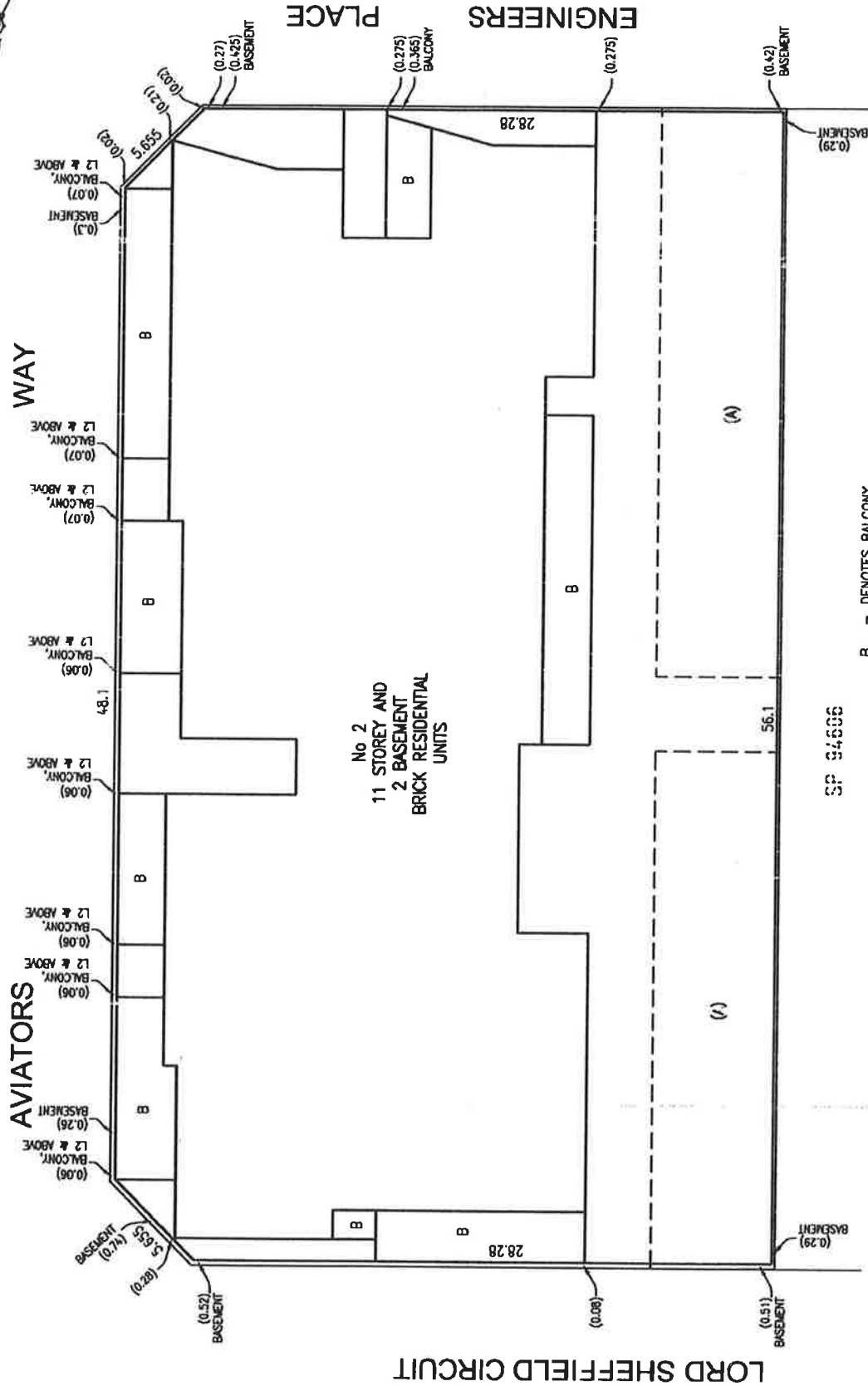
*** END OF SEARCH ***

200367

PRINTED ON 3/9/2020

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

LOCATION PLAN



B - DENOTES BALCONY
L2 - DENOTES LEVEL 2

(A) - EASEMENT FOR LIGHT AND AIR 6 WIDE (LIMITED IN STRATUM) (DP 1225486)

SURVEYOR

Name: MITCHELL KEITH AYRES

Date: 17/01/2018

Reference: 151019 SP (3006)

PLAN OF SUBDMISION OF
LOT 3006 IN DP 1184498

LGA: PENRITH

Locality: PENRITH

Reduction Ratio: 1: 200

Lengths are in metres.

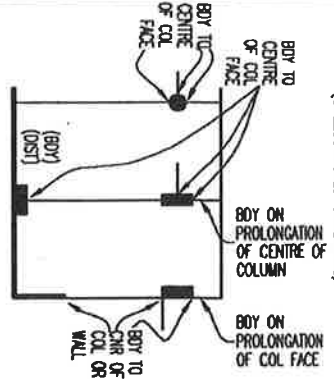
REGISTERED



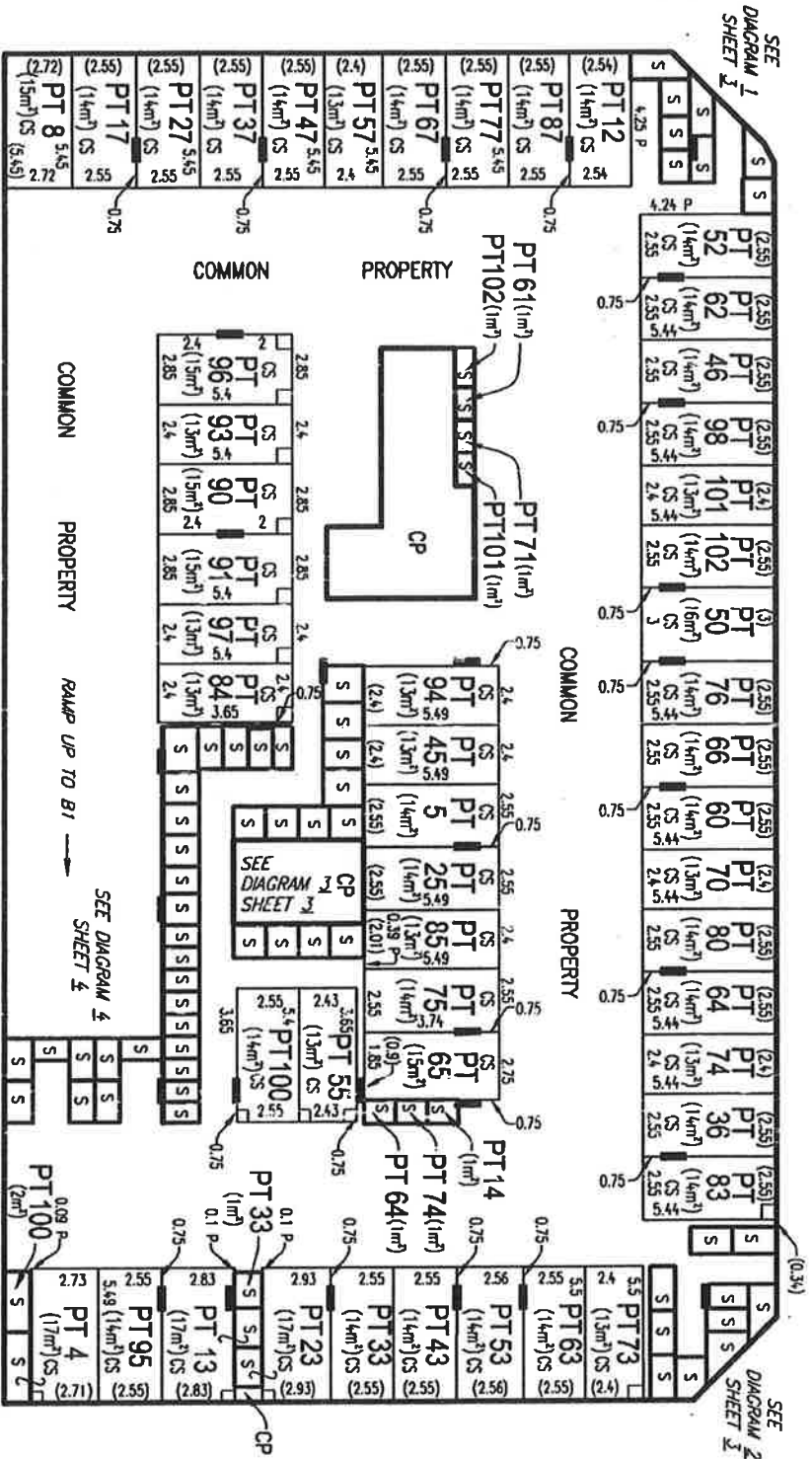
2.2.2018

SP97026

TYPICAL KEY
(UNLESS NOTED OTHERWISE)



BASEMENT LEVEL 2



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

Name: MITCHELL KETH AYRES

Date: 17/01/2018

Reference: 151019 SP (2006)

PLAN OF SUBDIVISION OF LOT 3006 IN DP 1184498

REGISTERED



2.2.2018

SP97026

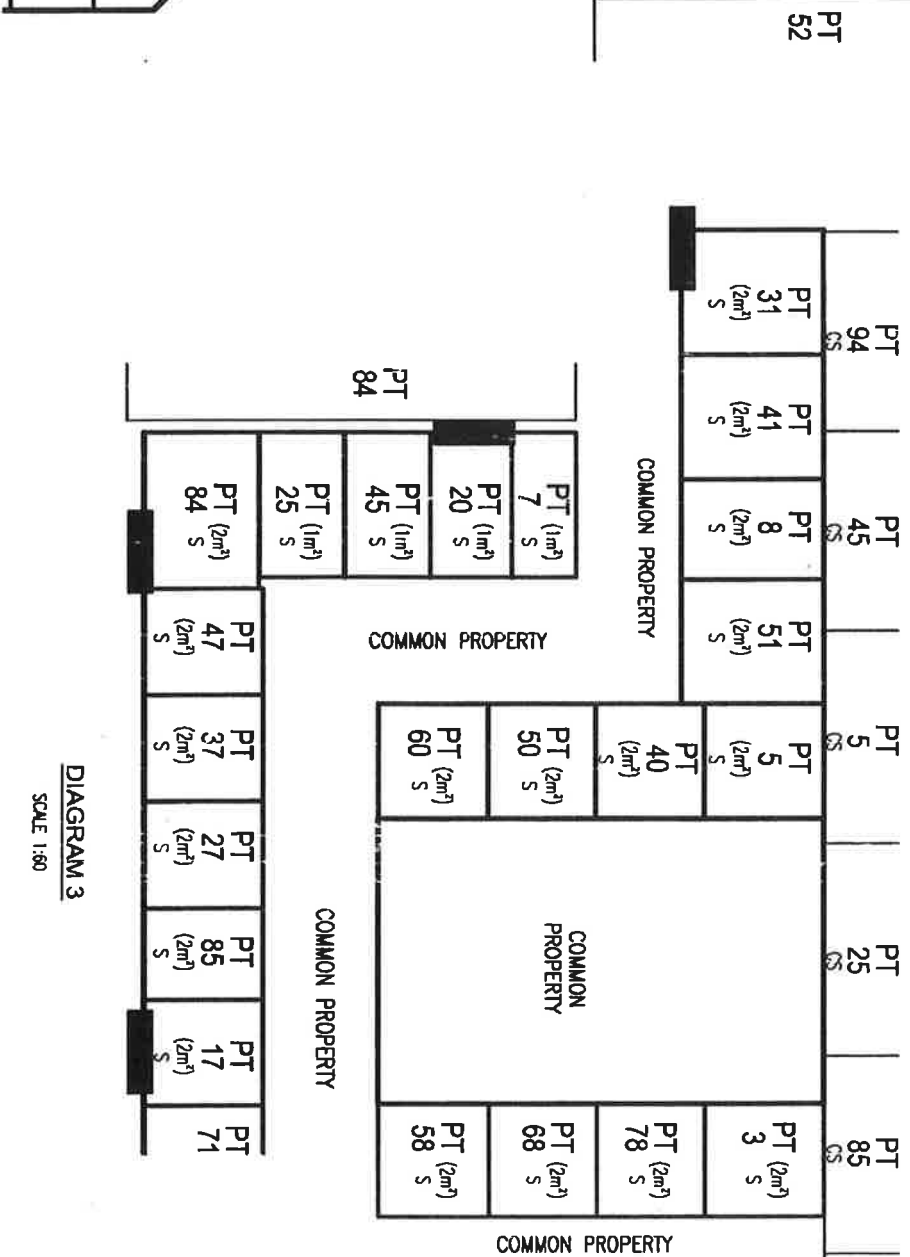
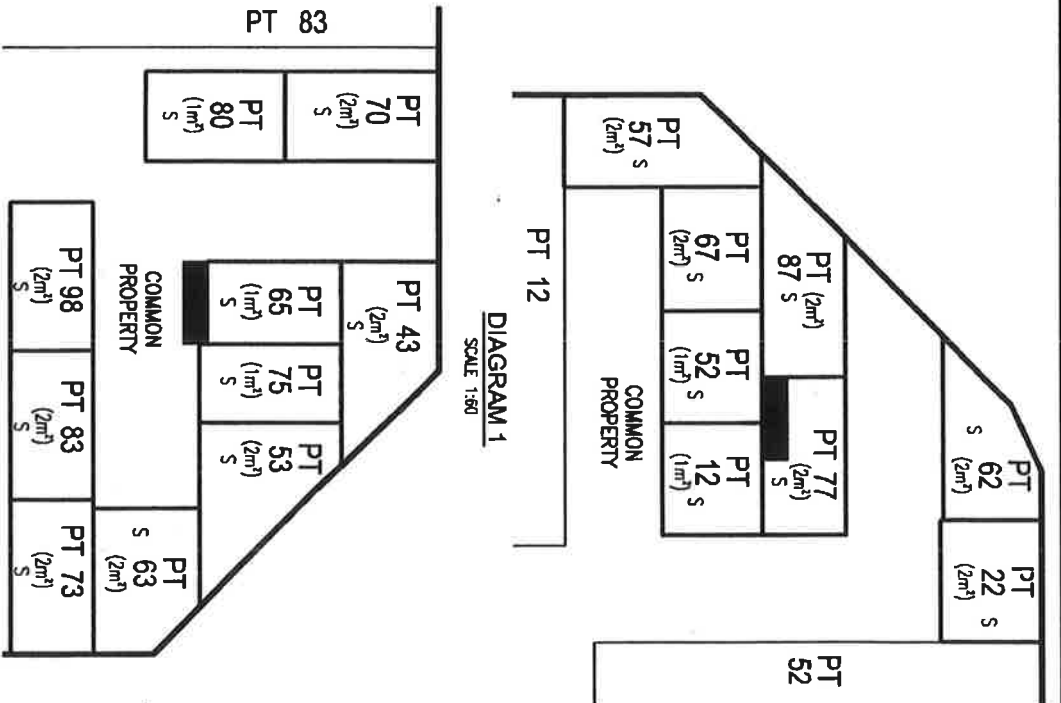
LGA: PENRITH

Locality: PENRITH

Reduction Ratio: 1:200

Lengths are in metres.

- - DENOTES 90°
- B1 - BASEMENT LEVEL 1
- CS - CAR SPACE
- CP - COMMON PROPERTY
- P - PROLONGATION OF FACE OF WALL
- S - STORAGE SPACE

BASEMENT LEVEL 2**DIAGRAM 2**

SCALE 1:60

DIAGRAM 3

SCALE 1:60

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.

CS - CAR SPACE
S - STORAGE SPACE

SURVEYOR
Name: MITCHELL KETH AYRES
Date: 17/01/2018
Reference: 151019 SP (2006)

PLAN OF SUBMISSION OF
LOT 3006 IN DP 1184498

LGA: PENRITH
Locality: PENRITH
Reduction Ratio: 1: 60
Lengths are in metres.



REGISTERED
2.2.2018

SP97026

BASEMENT LEVEL 2

COMMON PROPERTY

PT 17	PT 71 (m^2)	PT 61 (m^2)	PT 26 (m^2)	PT 46 (m^2)	PT 55 (m^2)	PT 11 (m^2)	PT 6 (m^2)	PT 6 (m^2)	PT 11 (m^2)
-------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------	---------------------------	--------------------------	--------------------------	---------------------------

COMMON PROPERTY

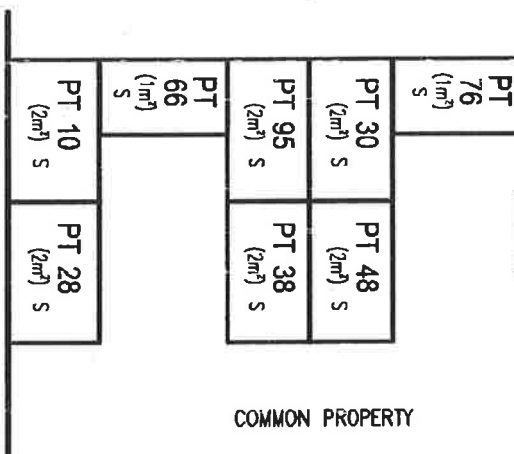


DIAGRAM 4
SCALE 1:50

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.

S - STORAGE SPACE

SURVEYOR

Name: MITCHELL KETH AYRES

Date: 17/01/2018

Reference: 151019 SP (3006)

PLAN OF SUBDIVISION OF
LOT 3006 IN DP 1184498

LGA: PENRITH

Locality: PENRITH

Reduction Ratio: 1:60

Lengths are in metres.

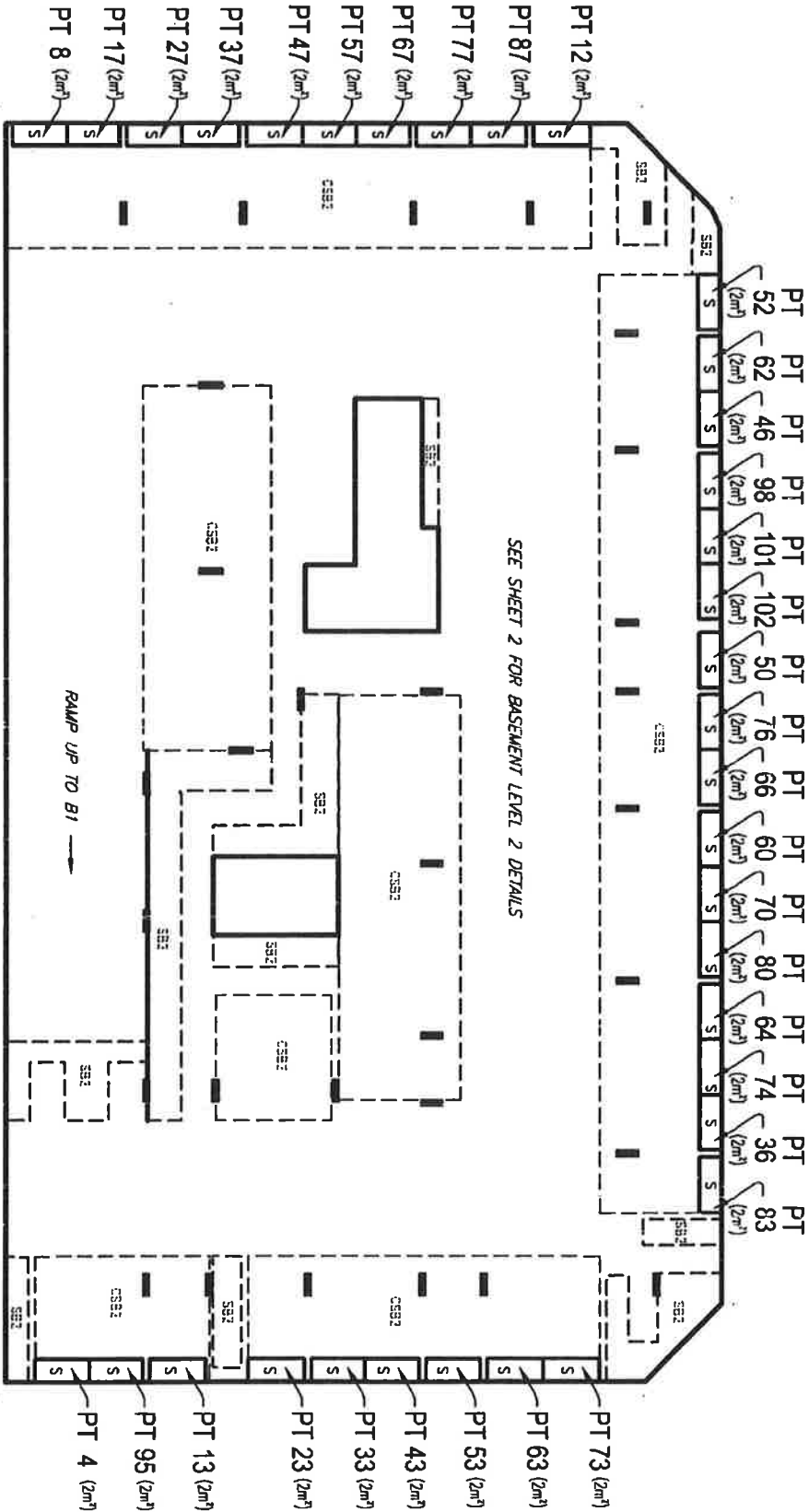


2.2.2018

REGISTERED

SP97026

BASEMENT LEVEL 2
ELEVATED STORAGE



AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHOICES 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.

B1 - BASEMENT LEVEL 1
CSB2 - CAR SPACE ON BASEMENT LEVEL 2
S - STORAGE SPACE
SB2 - STORAGE SPACE ON BASEMENT LEVEL 2

SURVEYOR
Name: MITCHELL KEITH AVRES
Date: 17/01/2018
Reference: 151019 SP (3006)

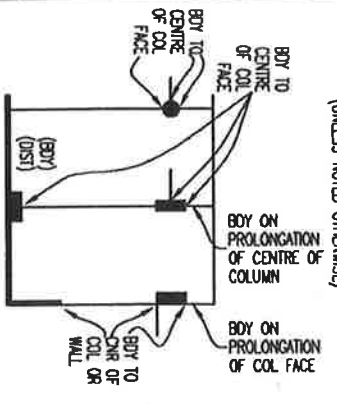
PLAN OF SUBMISSION OF
LOT 3006 IN DP 1184498

LGA: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200
Lengths are in metres.

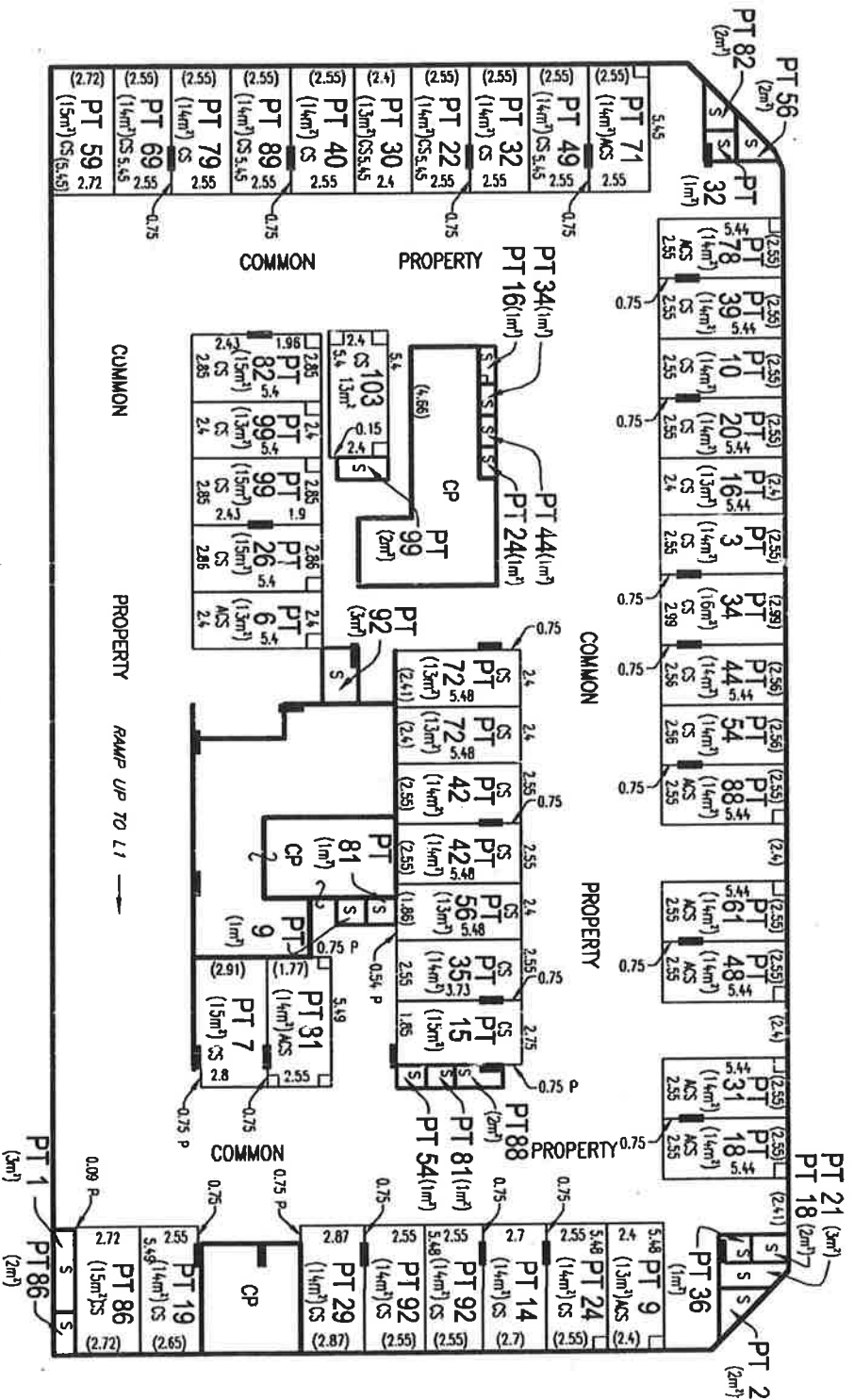
REGISTERED
2.2.2018

SP97026

TYPICAL KEY
(UNLESS NOTED OTHERWISE)



BASEMENT LEVEL 1



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.

- - DENOTES 90°
- CS - CAR SPACE
- CP - COMMON PROPERTY
- L1 - LEVEL 1
- P - PROLONGATION OF FACE OF WALL
- S - STORAGE SPACE
- ACS - ACCESSIBLE CAR SPACE

SURVEYOR

Name: MITCHELL KEITH AYLES

Date: 17/01/2018

Reference: 151019 SP (2006)

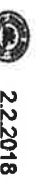
PLAN OF SUBDIVISION OF
LOT 3006 IN DP 1184498

LGA:

Locality: PENRITH

Reduction Ratio: 1: 200

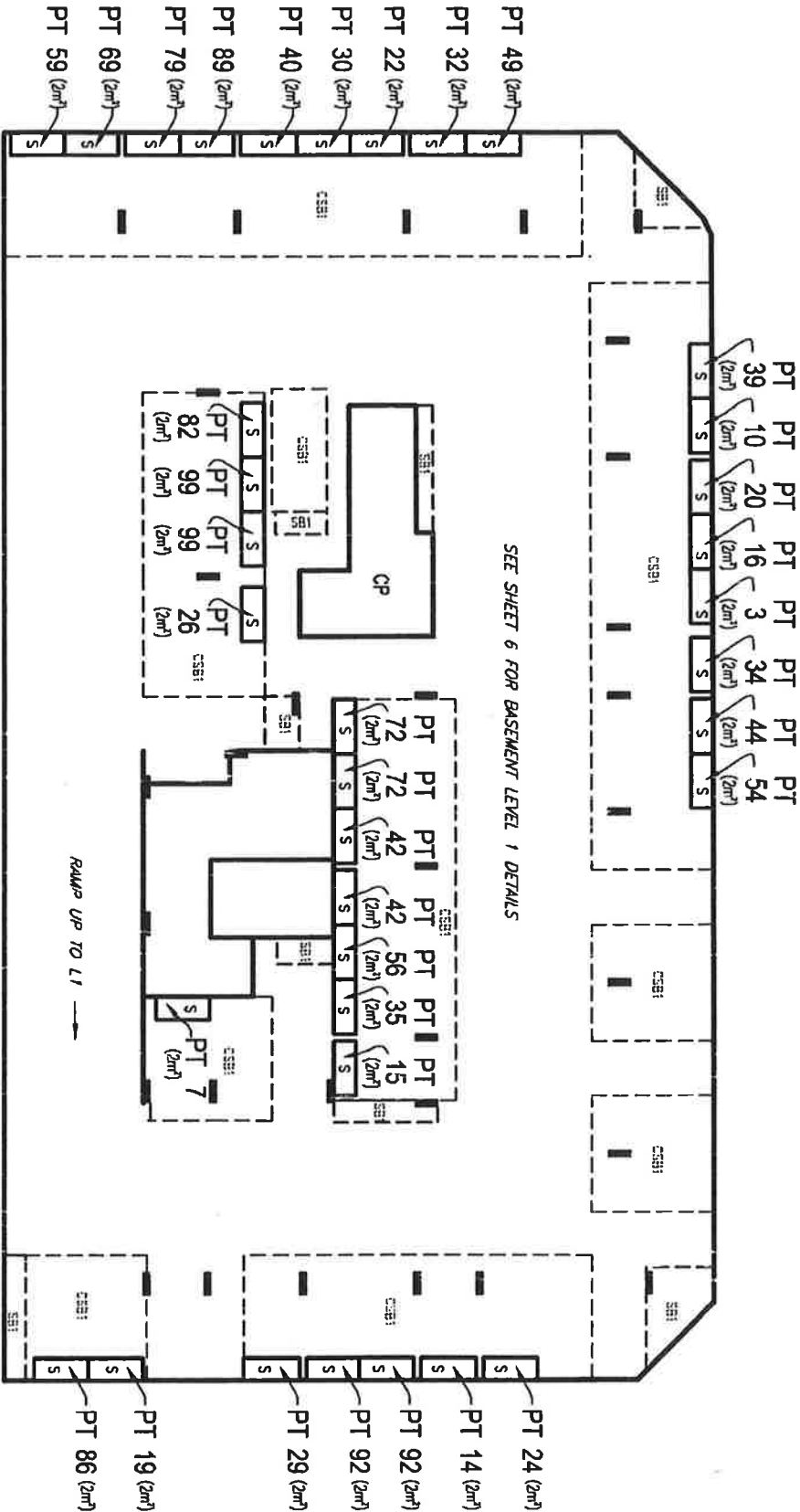
REGISTERED



2.2.2018

SP97026

BASEMENT LEVEL 1 ELEVATED STORAGE



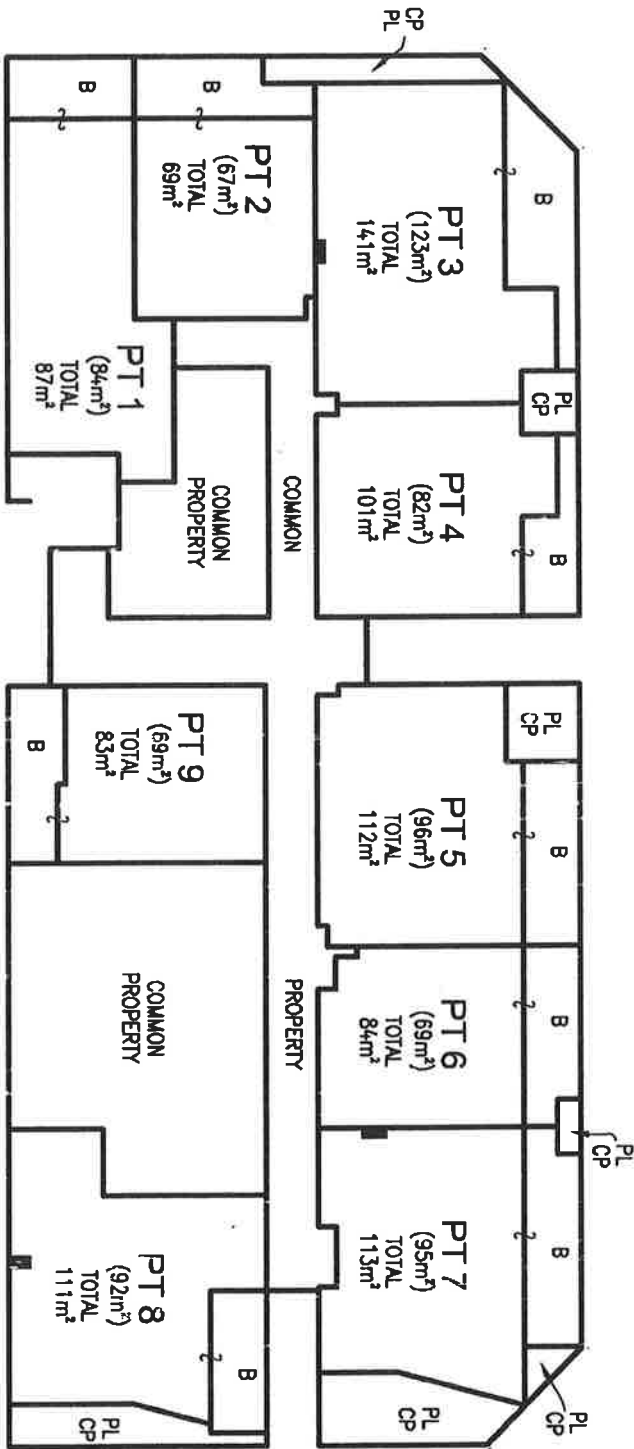
AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCHEDULES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
 THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
 FOR CLARITY NOT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

CSB1 - CAR SPACE ON BASEMENT LEVEL 1
 S - STORAGE SPACE
 SB1 - STORAGE SPACE ON BASEMENT LEVEL 1

RAMP UP TO L1

<div> <div>SURVEYOR</div> <div>Name: MITCHELL KEITH AYRES</div> <div>Date: 17/01/2018</div> <div>Reference: 151019 SP (2006)</div> </div>	<div> <div>PLAN OF SUBMISSION OF</div> <div>LOT 3006 IN DP 1184498</div> </div>	<div> <div>LGA: PENRITH</div> <div>Locality: PENRITH</div> <div>Reduction Ratio: 1: 200</div> <div>Lengths are in metres.</div> </div>	<div> <div>REGISTERED</div> <div>2.2.2018</div> <div>SP97026</div> </div>
---	---	--	---

LEVEL 1



THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3.1 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT

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

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

B - BALCONY
CP - COMMON PROPERTY
PL - PLANTER

SURVEYOR

Name: MITCHELL KEITH AYRES

Date: 17/01/2018

Reference: 151019 SP (3006)

PLAN OF SUBDIVISION OF

LOT 3006 IN DP 1184498

LGA:

Locality: PENRITH

Reduction Ratio: 1: 200

Lengths are in metres.

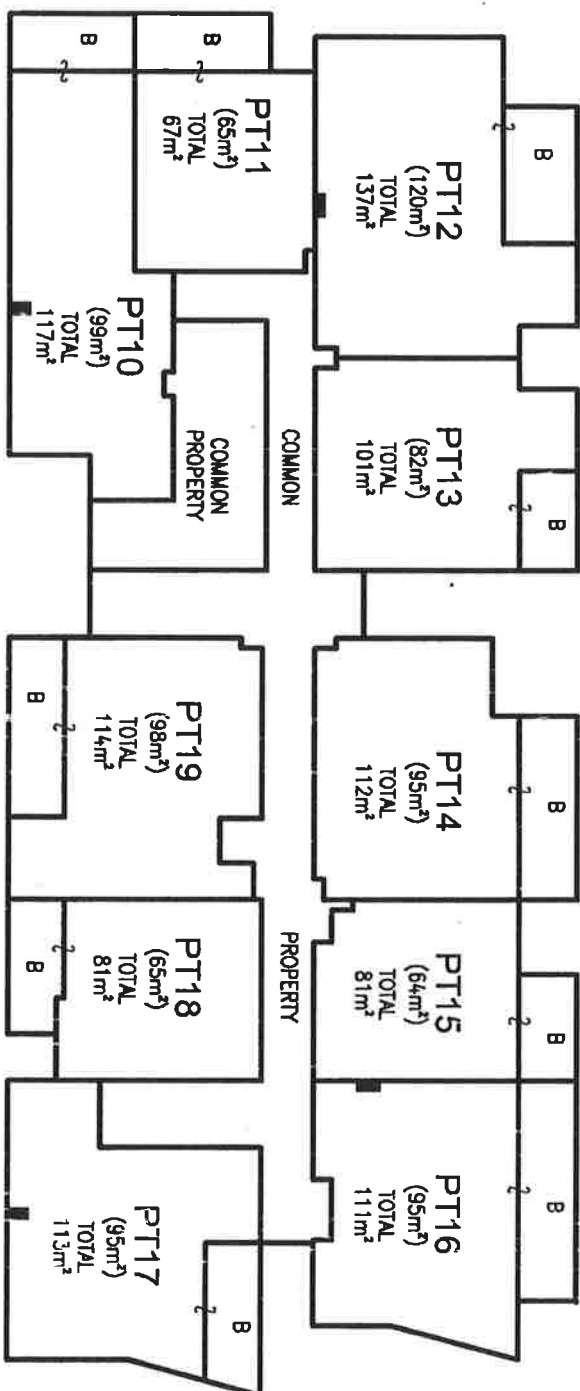
REGISTERED



2.2.2018

SP97026

LEVEL 2



B - COVERED BALCONY

SURVEYOR

Name: MITCHELL KEITH AYRES

Date: 17/01/2018

Reference: 151019 SP (3006)

PLAN OF SUBDIVISION OF
LOT 3006 IN DP 118498

LGA: PENRTH

Locality: PENRIT

Reduction Ratio: 1:200

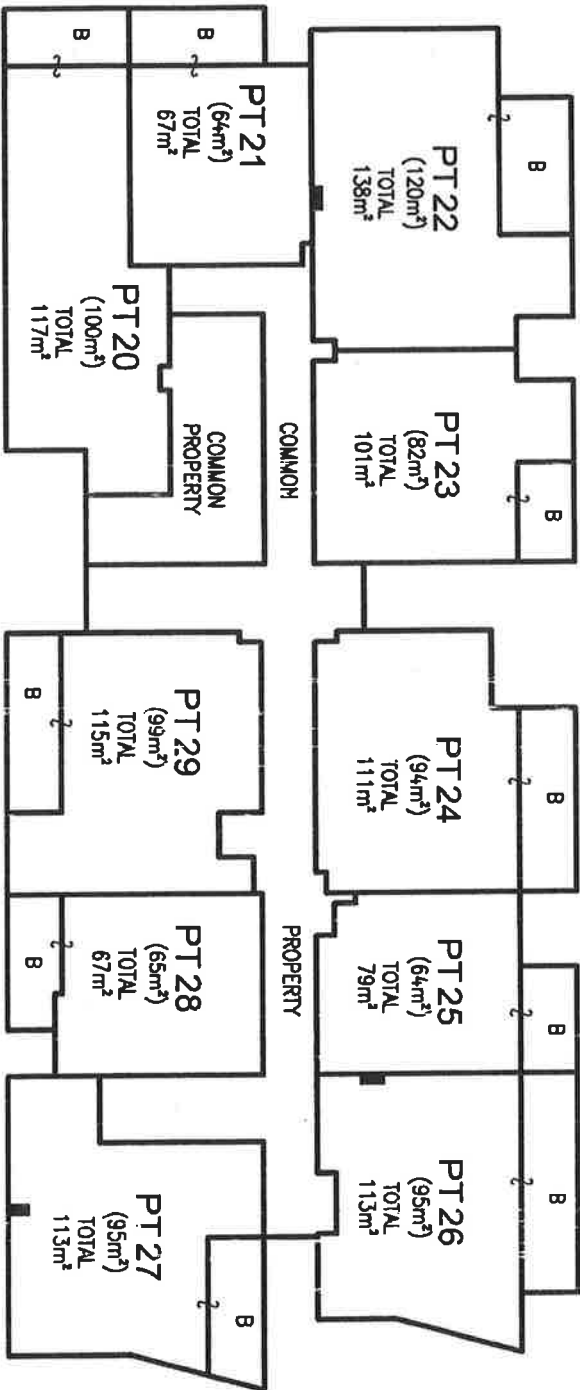
Lengths are in metres

REGISTERED

2.2.2018

SP97026

LEVEL 3



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.

B - COVERED BALCONY

SURVEYOR

Name: MITCHELL KETH AYRES

Date: 17/01/2018

Reference: 151019 SP (3006)

PLAN OF SUBDIVISION OF
 LOT 3006 IN DP 1184498

LGA:

Locality:

PENRITH
 PENRITH

Reduction Ratio: 1: 200

Lengths are in metres.

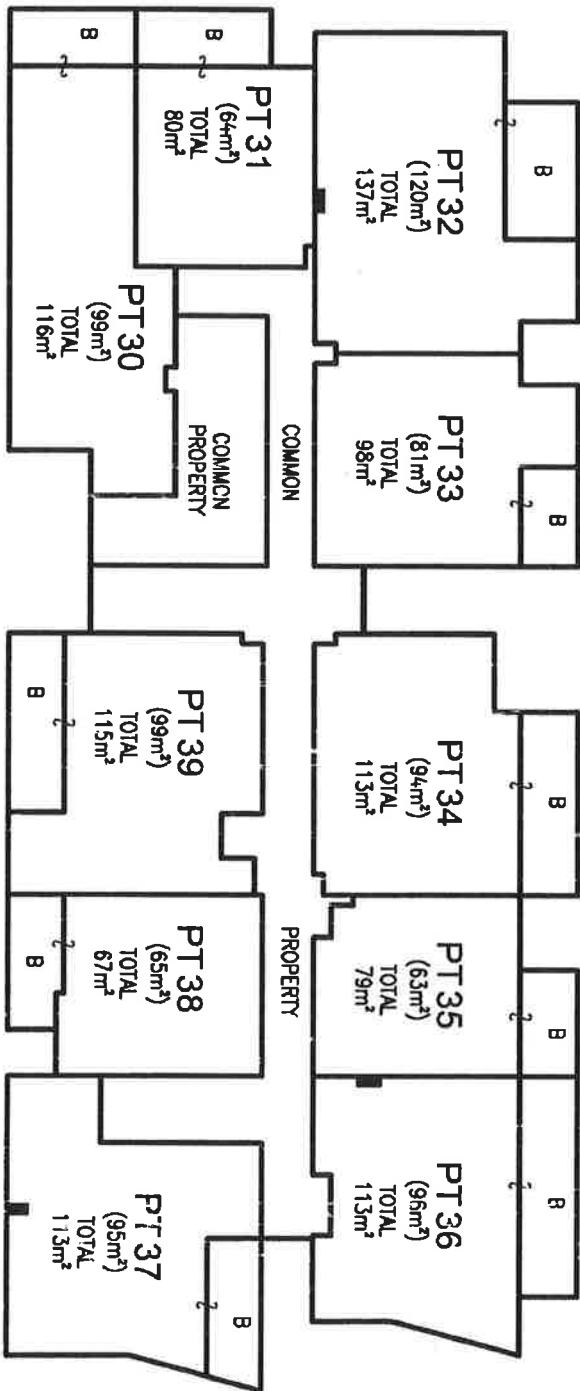
REGISTERED



2.2.2018

SP97026

LEVEL 4



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.

B - COVERED BALCONY

SURVEYOR

Name: MITCHELL KETH AYRES

Date: 17/01/2018

Reference: 151019 SP (3006)

PLAN OF SUBDIVISION OF

LOT 3006 IN DP 1184498

REGISTERED



2.2.2018

LGA:

Locality:

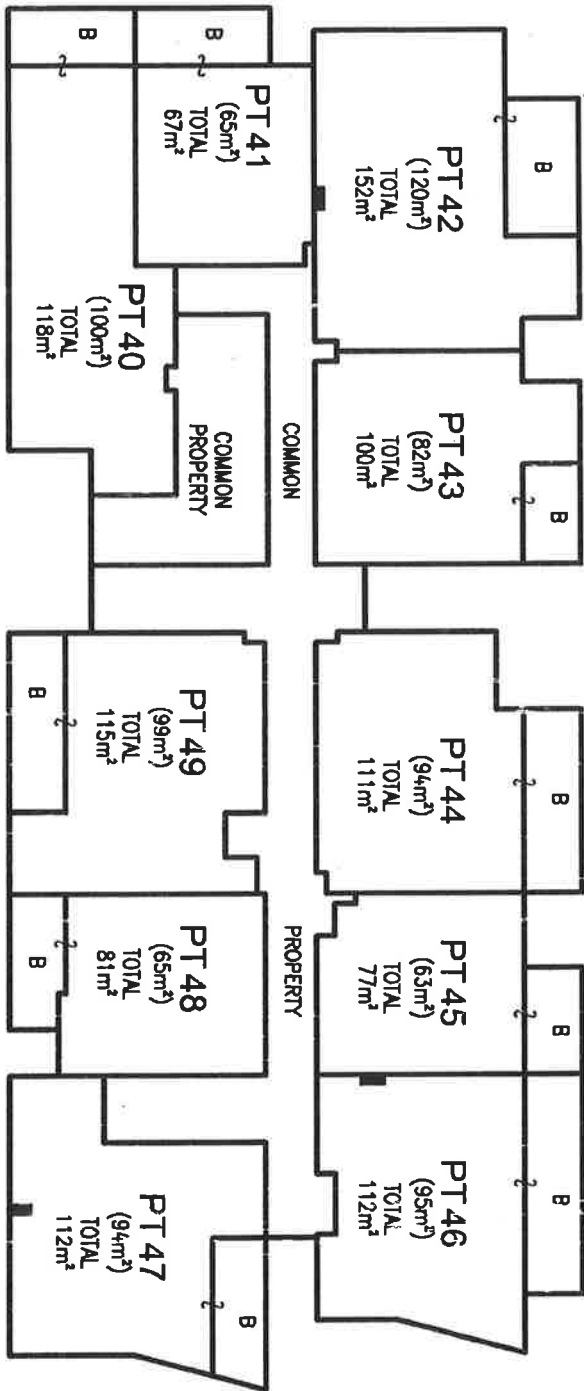
PENRITH
PENRITH

Reduction Ratio: 1: 200

Lengths are in metres.

SP97026

LEVEL 5



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.

B - COVERED BALCONY

SURVEYOR

Name: MITCHELL KETH AYRES

Date: 17/01/2018

Reference: 151019 SP (3006)

PLAN OF SUBDIVISION OF
LOT 3006 IN DP 1184498

LGA: PENRITH

Locality: PENRITH

Reduction Ratio: 1:200

Lengths are in metres.

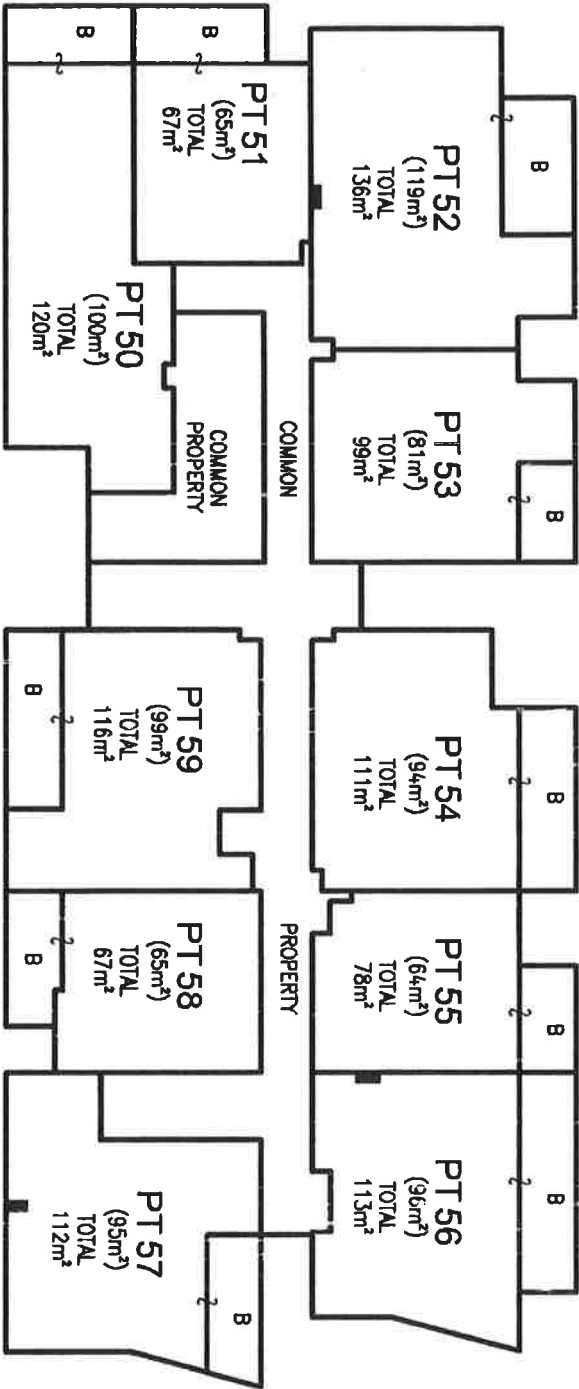
REGISTERED



2.2.2018

SP97026

LEVEL 6



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.

B - COVERED BALCONY

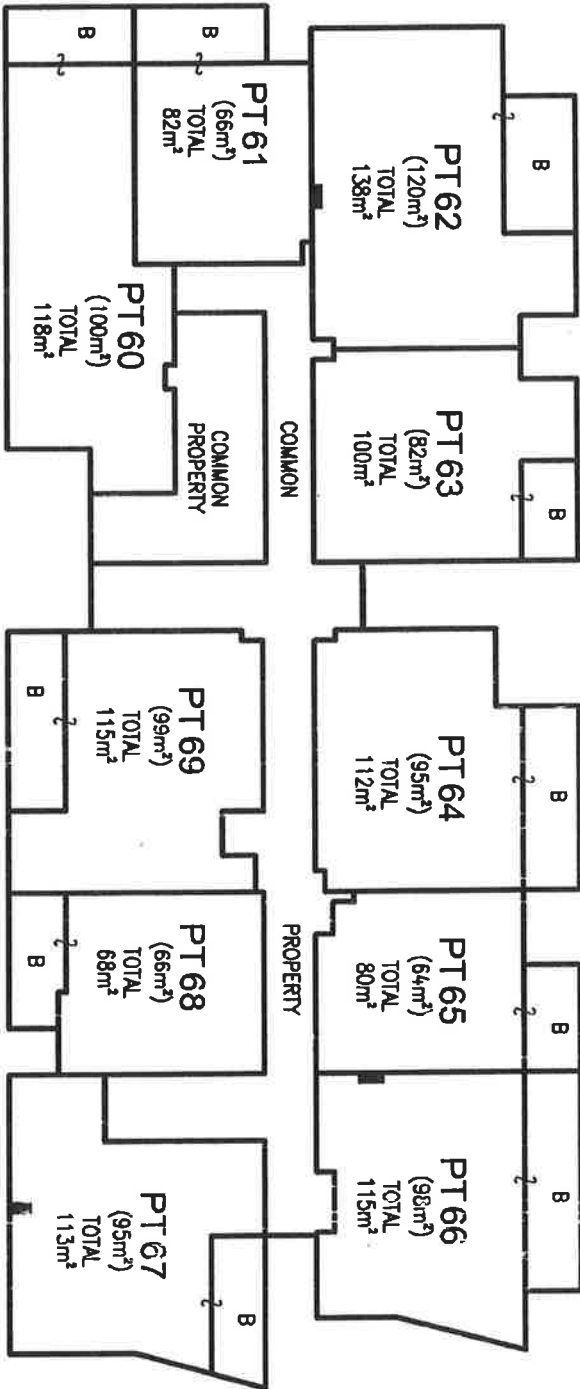
SURVEYOR	PLAN OF SUBDIVISION OF	LGA:	PENRITH	REGISTERED	
Name: MITCHELL KETH AYRES	LOT 3006 IN DP 1184498	Locality: PENRITH			
Date: 17/01/2018		Reduction Ratio: 1: 200			
Reference: 151019 SP (3006)		Lengths are in metres.			



222018

SP97026

LEVEL 7



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.

B - COVERED BALCONY

SURVEYOR
Name: MITCHELL KETH AYRES
Date: 17/01/2018
Reference: 151019 SP (2006)

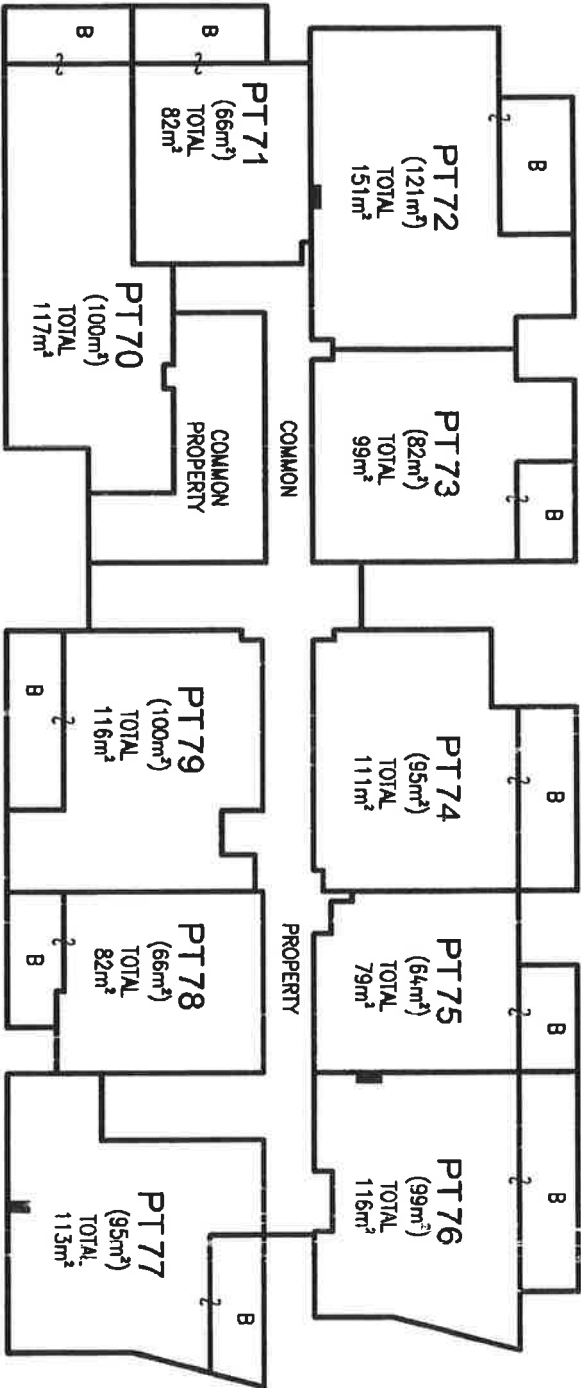
PLAN OF SUBDIVISION OF
LOT 3006 IN DP 1184498

LGA: PENRITH
Locality: PENRITH
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED
2.2.2018

SP97026

LEVEL 8

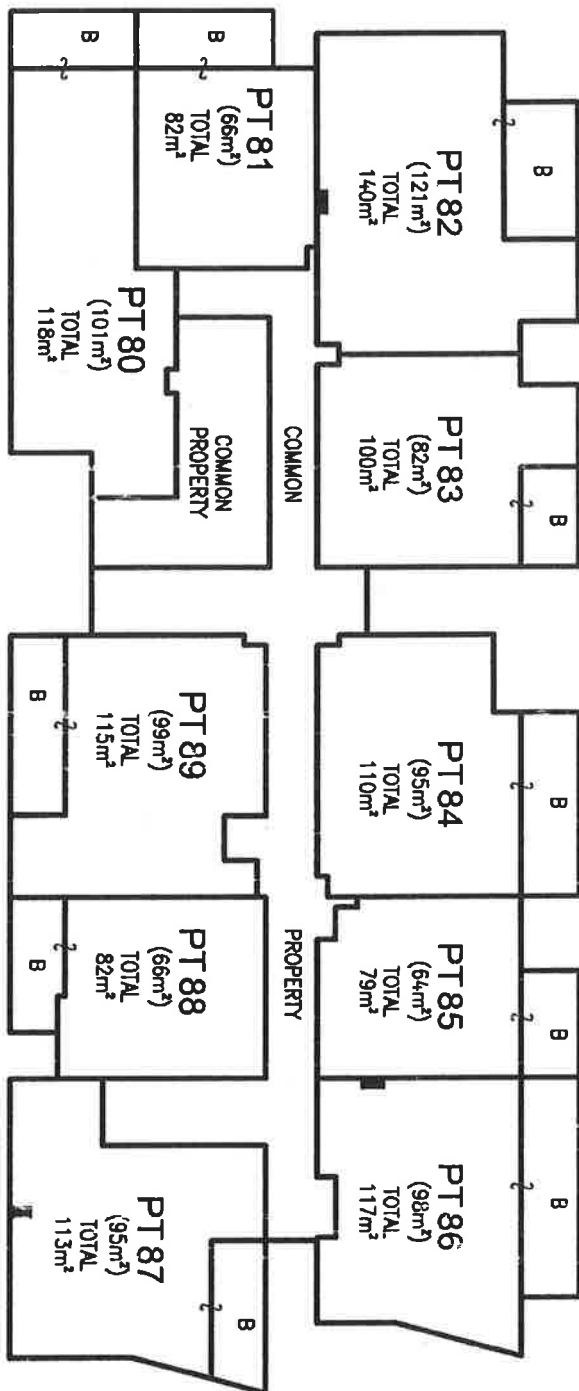


AREAS SHOWN ON THE FLOOR PLAN HAVE BEEN CALCULATED FOR THE PURPOSE OF THE STRATA SCALES DEVELOPMENT ACT 2015 ONLY. THEY MAY DIFFER FROM FLOOR AREAS FOR OTHER PURPOSES.
THOSE PARTS OF SERVICE LINES WHICH SERVICE ONE LOT ONLY AND ARE LOCATED OUTSIDE OF THAT LOT ARE COMMON PROPERTY.
FOR CLARITY NOT ALL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

B - COVERED BALCONY

SURVEYOR Name: MITCHELL KEITH AYRES Date: 17/01/2018 Reference: 151019 SP (3006)	PLAN OF SUBDIVISION OF LOT 3006 IN DP 1184498	LGA: PENRITH Locality: PENRITH Reduction Ratio: 1:200 Lengths are in metres.	REGISTERED 2.2.2018	SP97026
---	--	---	------------------------	---------

LEVEL 9



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.

B - COVERED BALCONY

SURVEYOR

Name: MITCHELL KETH AYRES

Date: 17/01/2018

Reference: 151019 SP (2006)

PLAN OF SUBDIVISION OF

LOT 3006 IN DP 1184498

LGA: PENRITH

Locality: PENRITH

Reduction Ratio: 1:200

Lengths are in metres

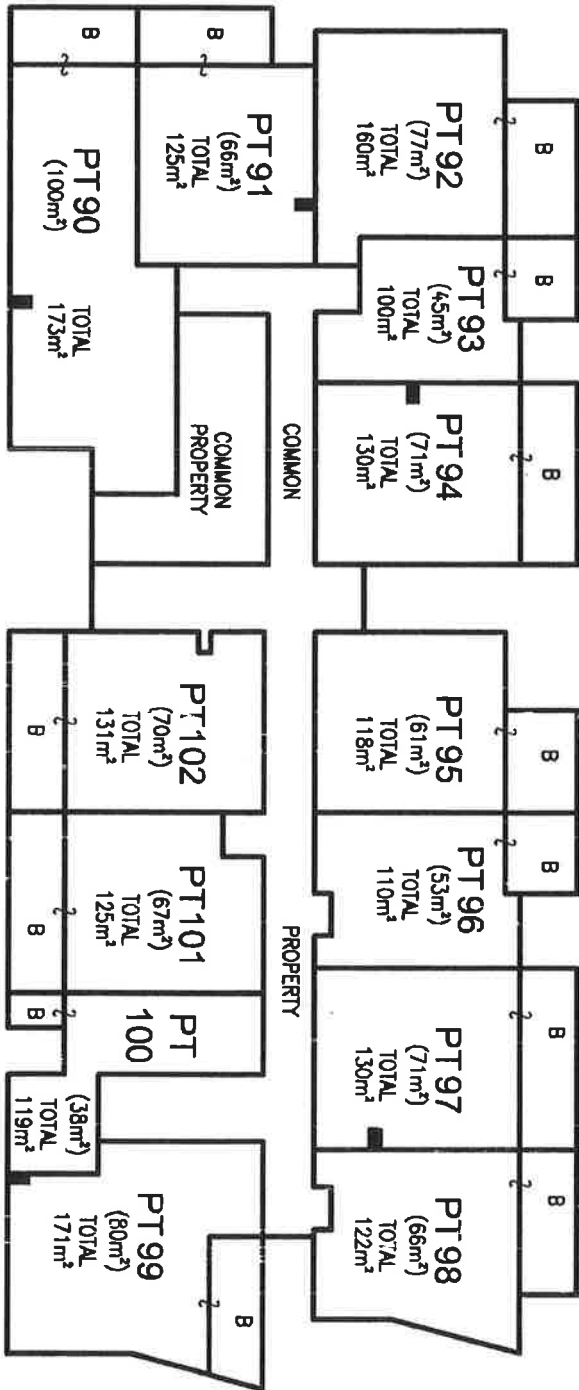
REGISTERED



22.2018

SP97026

LEVEL 10



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.

B - COVERED BALCONY

AREA BELOW STAIRS FORMS PART OF THE LOT

SURVEYOR

Name: MITCHELL KETH AYRES

Date: 17/01/2018

Reference: 151019 SP (3006)

PLAN OF SUBDIVISION OF

LOT 3006 IN DP 1184498

LGA:

Locality: PENRITH

Reduction Ratio: 1:200(A3)

Lengths are in metres.

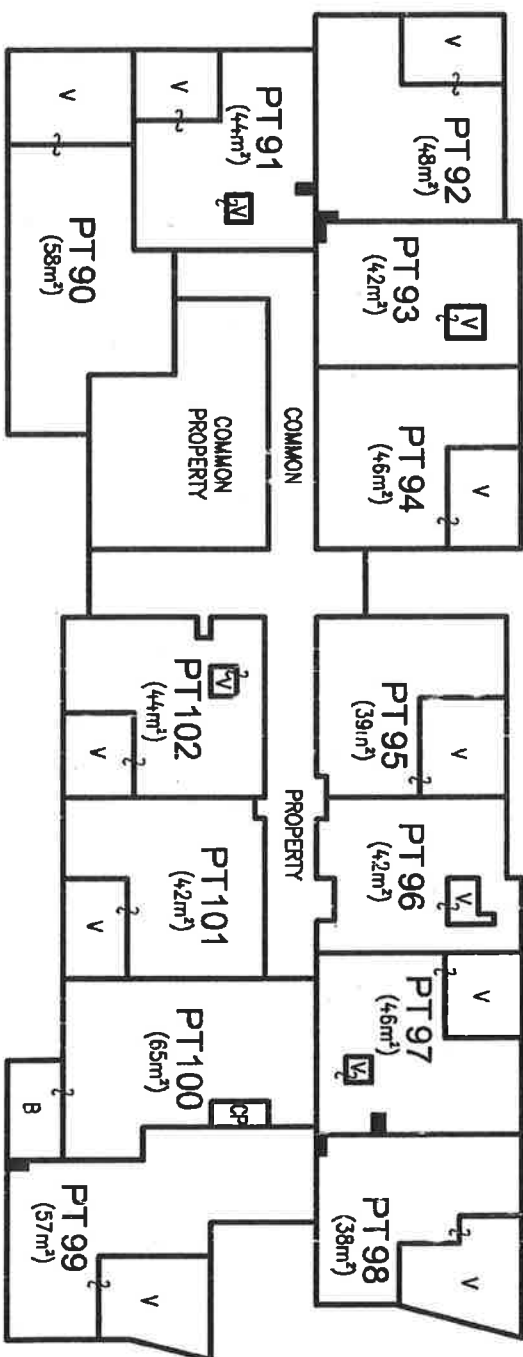
REGISTERED



22.2018

SP97026

LEVEL 11



B - COVERED BALCONY
 CP - COMMON PROPERTY
 V - VOID TO LEVEL 10

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

Name: MITCHELL KETH AYRES

Date: 17/01/2018

Reference: 151019 SP (3006)

PLAN OF SUBDIVISION OF
 LOT 3006 IN DP 1184498

LGA: PENRITH

Locality: PENRITH

Reduction Ratio: 1: 200

Lengths are in metres.




REGISTERED





2.2.2018





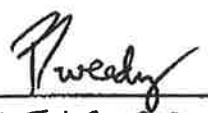
SP97026

ePlan

SP FORM 3.01		STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 3 sheet(s)	
Office Use Only			Office Use Only		
Registered:  2.2.2018			SP97026		
PLAN OF SUBDIVISION OF LOT 3006 IN DP 1184498			LGA: PENRITH Locality: PENRITH Parish: CASTLEREAGH County: CUMBERLAND		
This is a *FREEHOLD/*LEASEHOLD Strata Scheme					
Address for Service of Documents No 2 AVIATORS WAY PENRITH 2750 Provide an Australian address including a postcode			The by-laws adopted for the scheme are: * Model By-laws for residential schemes together with: - Keeping of animals: Option *A/B— - Smoke penetration: Option *A/B— - (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan		
Surveyor's Certificate I, <u>MITCHELL KEITH AYRES</u> of <u>VERIS AUSTRALIA Suite 301 Level 3 55 Holt St Surry Hills NSW 2010</u> being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public space. *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by Signature:  Date: <u>17/01/2018</u> Surveyor ID: <u>8674</u> Surveyor's Reference: <u>151019 SP (3006)</u> ^ Insert the deposited plan number or dealing number of the instrument that created the easement			Strata Certificate (Accredited Certifier) I, <u>ANTHONY ALLEN</u> being an Accredited Certifier, accreditation number <u>8880004</u> , certify that in regards to the strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 58 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public space and in accordance with section 62(3) <i>Strata Schemes Development Act 2015</i> the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment. *(c) This certificate is given on the condition contained in the relevant planning approval that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i> . Certificate Reference: <u>395/2017/A</u> Relevant Planning Approval No. <u>CDC 2017/192/A</u> Issued by: <u>ANTHONY ALLEN (8880004)</u> Signature:  Date: <u>25/1/18</u> ^ Insert lot numbers of proposed utility lots.		
* Strike through if inapplicable					

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 3 sheet(s)							
Office Use Only		Office Use Only							
Registered:  2.2.2018		SP97026							
Valuer's Certificate									
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>									
Signature: <u></u> Date: <u>23/01/18</u>									
SCHEDULE OF UNIT ENTITLEMENT									
LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE	LOT NO	UE
1	90	22	116	43	100	64	104	85	83
2	71	23	99	44	103	65	83	86	103
3	114	24	102	45	82	66	102	87	103
4	97	25	81	46	101	67	102	88	79
5	102	26	101	47	101	68	78	89	102
6	79	27	100	48	76	69	101	90	133
7	100	28	69	49	100	70	103	91	111
8	99	29	98	50	102	71	79	92	123
9	76	30	101	51	72	72	127	93	102
10	100	31	77	52	119	73	102	94	115
11	68	32	117	53	101	74	105	95	117
12	115	33	100	54	104	75	83	96	102
13	99	34	103	55	83	76	102	97	115
14	101	35	81	56	101	77	103	98	115
15	81	36	100	57	102	78	79	99	130
16	100	37	100	58	72	79	101	100	111
17	100	38	70	59	100	80	103	101	110
18	76	39	99	60	102	81	80	102	110
19	98	40	101	61	79	82	121	103	4
20	100	41	71	62	120	83	103		
21	71	42	121	63	102	84	105		
AGGREGATE							10000		

Surveyors Reference: 151019 SP (3006)

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 3 sheet(s)
Office Use Only		Office Use Only
Registered:  2.2.2018	SP97026	
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">Any information which cannot fit in the appropriate panel of any previous administration sheetsStatements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919Signatures and seals - see section 22 Strata Schemes Development Act 2015		
<p>THORNTON NORTH PENRITH No 3 PTY LTD) ACN 609 023 154)</p> <p> _____ DIRECTOR Name TIMOTHY CASEY</p> <p> _____ DIRECTOR/SECRETARY Name DEBORAH LANDES</p> <p>MORTGAGEE</p> <p>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 _____ Attorney under Power of Attorney Registered No 39 Book 4512 in the presence of:</p> <p> _____ WITNESS</p> <p>KEVIN KIM Analyst NAB Corporate Property NSW 251 GEORGE ST SYDNEY NSW 2000</p> <p> _____ ATTORNEY</p> <p>RACHEL TWEEDY Associate Director NAB Corporate Property NSW</p>		
Surveyors Reference: 151019 SP (3006)		



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900) Exempt from Stamp Duty

Assistant Commissioner of Stamp Duties

THE COMMONWEALTH OF AUSTRALIA

Fees:—
Lodgment
Endorsement
Certificate

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

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

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

(herein called 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 (e) (if part only).
		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 21st day of November 1953

Signed in my presence by the transferor
Solicitor General of the Commonwealth
who is personally known to me
Acting Solicitor-General for Transferor.

Signed
Attorney-General's Department.

Accepted for and on behalf of THE ELECTRICITY COMMISSION OF NEW SOUTH WALES by me IAN MACDONALD DAVIS Commercial Manager and Secretary pursuant to a resolution dated 21st May 1953 and I hereby 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.
64-587—W. K. 1101 A. H. COOPER, GOVERNMENT PRINTER

J. 38042

LODGED BY *Electricity Board*

No. **11-113999**

CONSENT OF MORTGAGEE!

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

I,

mortgagee under Mortgage No.

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

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

Dated at this day of
Signed in my presence by

19

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of
Signed in the presence of—

19

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

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

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

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

INDEXED	MEMORANDUM OF TRANSFER <i>Reserving certain rights</i>
Checked by <i>JDM</i>	Particulars entered in Register Book, Volume <i>6620</i> Folio <i>94</i>
Passed (in S.D.B.) by <i>A. J. J.</i>	
Signed by <i>[Signature]</i>	the <i>11th</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 filed in by person lodging dealing.	
Received	Docs.
No.	
Receiving Clerk.	

PROGRESS RECORD.

	Initial	Date
Sent to Survey Branch		
Received from Records	<i>A</i>	<i>21.7.62</i>
Draft written ...	<i>[Signature]</i>	<i>2.7</i>
Draft examined	<i>[Signature]</i>	<i>9/8/62</i>
Diagram prepared	<i>[Signature]</i>	<i>13/8/62</i>
Diagram examined	<i>[Signature]</i>	<i>14/8/62</i>
Draft forwarded	<i>[Signature]</i>	<i>14/8/62</i>
Supt. of Engrossers	<i>[Signature]</i>	<i>5/9/62</i>
Cancellation Clerk	<i>[Signature]</i>	
Vol. 8388	Fol. 122	

EXECUTION OUTSIDE NEW SOUTH WALES

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

The fees are 1/- Upon lodgment (a) 1/- to 10/-, if accompanied by the original or irrevocable 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 new 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) 1/- where the Transfer is expressed to be made together with an easement or expressed to be made in or in any way create an easement, (e) 10/- where partial discharge of a mortgage is endorsed on the Transfer, (f) 1/- for each additional folio where the Certificate contains fifteen folios, (g) as approved, in cases involving more than one simple diagram or diagram other than a simple diagram.

Transfers 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 for the residue if desired.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

A

Scale :: 100 Feet to an inch.

DP10139

P145

1007

Commonwealth

of

Australia

Engineer's

Depot]

2

2

1 p p l r

1413

GREY

WESTERN

RAILWAY

(Norman Leggat, barrister of 35 Martin Place, Sydney, a Surveyor registered under the Surveyors 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 on relevant physical objects on or adjacent to the boundaries are correct; [c] that all physical objects indicated exclusively exist in the positions shown; [d] that the state 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 1929 by me, was completed on 2nd August 1941, 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.

Subscribed

Subscribed and declared before me at

Sydney this 18th day of September 1931.

Woman of Bermuda
Surveyor registered under the Surveyors

Surveyor registered under the Surveyors Act, 1929

Christine J.

Lymneth taken from line A-B.

Thine

November

E.3450A

Commercial Manager and Secretary,
The Electricity Commission, 2/217M
of New South Wales. 5/1783

**POWER STATION
A BOUNDARIES
OF ACQUISITION
COMMONWEALTH.**

THE JOURNAL
NEC NO. 5288-54

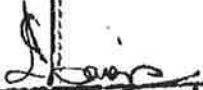
P. 145

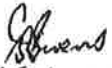
J. 38042

H-113998

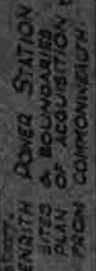
X
and incidental to the construction and working thereof and for the purposes aforesaid or any of them and as often as may be necessary to bring and place upon the servient tenement and to remove therefrom all goods materials machinery tools implements appliances and articles and to do and perform all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

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


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


Acting Solicitor General

B



Agmuth taken from line A-B

Subscribed and declared before me
 Sydney this 18th day of September: 1885

Chadbourne

November 1968

blind

Surveyor, registered under the Surveyors Act 1929
 & last No issued in P.O. No. 1115

E3450A

[illegible]

CONVERSION TABLE ACCORDING TO DEPARTMENT OF LANDS		
FEET	INCHES	METRES
1	0 1/4	0.0254
2	0 1/2	0.0508
3	0 3/4	0.0762
4	0 1	0.1016
5	0 1 1/4	0.1270
6	0 1 1/2	0.1524
7	0 1 3/4	0.1778
8	0 2	0.2032
9	0 2 1/4	0.2286
10	0 2 1/2	0.2540
11	0 2 3/4	0.2794
12	0 3	0.3048
13	0 3 1/4	0.3302
14	0 3 1/2	0.3556
15	0 3 3/4	0.3810
16	0 4	0.4064
17	0 4 1/4	0.4318
18	0 4 1/2	0.4572
19	0 4 3/4	0.4826
20	0 5	0.5080
21	0 5 1/4	0.5334
22	0 5 1/2	0.5588
23	0 5 3/4	0.5842
24	0 6	0.6096
25	0 6 1/4	0.6350
26	0 6 1/2	0.6604
27	0 6 3/4	0.6858
28	0 7	0.7112
29	0 7 1/4	0.7366
30	0 7 1/2	0.7620
31	0 7 3/4	0.7874
32	0 8	0.8128
33	0 8 1/4	0.8382
34	0 8 1/2	0.8636
35	0 8 3/4	0.8890
36	0 9	0.9144
37	0 9 1/4	0.9398
38	0 9 1/2	0.9652
39	0 9 3/4	0.9906
40	1 0	1.0160
41	1 0 1/4	1.0414
42	1 0 1/2	1.0668
43	1 0 3/4	1.0922
44	1 1	1.1176
45	1 1 1/4	1.1430
46	1 1 1/2	1.1684
47	1 1 3/4	1.1938
48	1 2	1.2192
49	1 2 1/4	1.2446
50	1 2 1/2	1.2700
51	1 2 3/4	1.2954
52	1 3	1.3208
53	1 3 1/4	1.3462
54	1 3 1/2	1.3716
55	1 3 3/4	1.3970
56	1 4	1.4224
57	1 4 1/4	1.4478
58	1 4 1/2	1.4732
59	1 4 3/4	1.4986
60	1 5	1.5240
61	1 5 1/4	1.5494
62	1 5 1/2	1.5748
63	1 5 3/4	1.6002
64	1 6	1.6256
65	1 6 1/4	1.6510
66	1 6 1/2	1.6764
67	1 6 3/4	1.7018
68	1 7	1.7272
69	1 7 1/4	1.7526
70	1 7 1/2	1.7780
71	1 7 3/4	1.8034
72	1 8	1.8288
73	1 8 1/4	1.8542
74	1 8 1/2	1.8796
75	1 8 3/4	1.9050
76	1 9	1.9304
77	1 9 1/4	1.9558
78	1 9 1/2	1.9812
79	1 9 3/4	2.0066
80	2 0	2.0320
81	2 0 1/4	2.0574
82	2 0 1/2	2.0828
83	2 0 3/4	2.1082
84	2 1	2.1336
85	2 1 1/4	2.1590
86	2 1 1/2	2.1844
87	2 1 3/4	2.2098
88	2 2	2.2352
89	2 2 1/4	2.2606
90	2 2 1/2	2.2860
91	2 2 3/4	2.3114
92	2 3	2.3368
93	2 3 1/4	2.3622
94	2 3 1/2	2.3876
95	2 3 3/4	2.4130
96	2 4	2.4384
97	2 4 1/4	2.4638
98	2 4 1/2	2.4892
99	2 4 3/4	2.5146
100	2 5	2.5400
101	2 5 1/4	2.5654
102	2 5 1/2	2.5908
103	2 5 3/4	2.6162
104	2 6	2.6416
105	2 6 1/4	2.6670
106	2 6 1/2	2.6924
107	2 6 3/4	2.7178
108	2 7	2.7432
109	2 7 1/4	2.7686
110	2 7 1/2	2.7940
111	2 7 3/4	2.8194
112	2 8	2.8448
113	2 8 1/4	2.8702
114	2 8 1/2	2.8956
115	2 8 3/4	2.9210
116	2 9	2.9464
117	2 9 1/4	2.9718
118	2 9 1/2	2.9972
119	2 9 3/4	3.0226
120	3 0	3.0480
121	3 0 1/4	3.0734
122	3 0 1/2	3.0988
123	3 0 3/4	3.1242
124	3 1	3.1496
125	3 1 1/4	3.1750
126	3 1 1/2	3.2004
127	3 1 3/4	3.2258
128	3 2	3.2512
129	3 2 1/4	3.2766
130	3 2 1/2	3.3020
131	3 2 3/4	3.3274
132	3 3	3.3528
133	3 3 1/4	3.3782
134	3 3 1/2	3.4036
135	3 3 3/4	3.4290
136	3 4	3.4544
137	3 4 1/4	3.4798
138	3 4 1/2	3.5052
139	3 4 3/4	3.5306
140	3 5	3.5560
141	3 5 1/4	3.5814
142	3 5 1/2	3.6068
143	3 5 3/4	3.6322
144	3 6	3.6576
145	3 6 1/4	3.6830
146	3 6 1/2	3.7084
147	3 6 3/4	3.7338
148	3 7	3.7592
149	3 7 1/4	3.7846
150	3 7 1/2	3.8100
151	3 7 3/4	3.8354
152	3 8	3.8608
153	3 8 1/4	3.8862
154	3 8 1/2	3.9116
155	3 8 3/4	3.9370
156	3 9	3.9624
157	3 9 1/4	3.9878
158	3 9 1/2	4.0132
159	3 9 3/4	4.0386
160	4 0	4.0640
161	4 0 1/4	4.0894
162	4 0 1/2	4.1148
163	4 0 3/4	4.1402
164	4 1	4.1656
165	4 1 1/4	4.1910
166	4 1 1/2	4.2164
167	4 1 3/4	4.2418
168	4 2	4.2672
169	4 2 1/4	4.2926
170	4 2 1/2	4.3180
171	4 2 3/4	4.3434
172	4 3	4.3688
173	4 3 1/4	4.3942
174	4 3 1/2	4.4196
175	4 3 3/4	4.4450
176	4 4	4.4704
177	4 4 1/4	4.4958
178	4 4 1/2	4.5212
179	4 4 3/4	4.5466
180	4 5	4.5720
181	4 5 1/4	4.5974
182	4 5 1/2	4.6228
183	4 5 3/4	4.6482
184	4 6	4.6736
185	4 6 1/4	4.6990
186	4 6 1/2	4.7244
187	4 6 3/4	4.7498
188	4 7	4.7752
189	4 7 1/4	4.8006
190	4 7 1/2	4.8260
191	4 7 3/4	4.8514
192	4 8	4.8768
193	4 8 1/4	4.9022
194	4 8 1/2	4.9276
195	4 8 3/4	4.9530
196	4 9	4.9784
197	4 9 1/4	5.0038
198	4 9 1/2	5.0292
199	4 9 3/4	5.0546
200	5 0	5.0800

76 AUG 10 PM

REGISTRAR GENERAL
NEW SOUTH WALES

MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900

OFFICE USE ONLY

A 18

P 850417

paid on cell 404

7-11-76

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

Typewriting and handwriting should be clear, legible and in permanent black non-erasing ink. No alterations should be made by erasure. Any alterations must be noted through and verified by signatures in ink in the margin.

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

(a) **F.J. DAVIS INDUSTRIAL PTY. LTD.** (Formerly Jural Industrial Pty. Ltd.)
 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.

hereinafter referred to as the TRANSFEROR

(b) If a fee simple estate is being registered proprietor of an estate in fee simple⁽¹⁾ in the land hereinafter described, subject to the following encumbrances and interests

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

(a)

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. H575691 to Custom Credit Corporation Limited.~~

In consideration of One thousand five hundred dollars (\$ 1,500.00)

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

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

THE COMMONWEALTH OF AUSTRALIA

and hereby transfers to

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

(a)

THE COMMONWEALTH OF AUSTRALIA

(With Consent agent)

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) Short lot and plan number, Section 217 and Local Government Act, 1919.

Reference to title		Whole or Part	Description of land if part only ⁽¹⁾	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. 583998	CUNNINGHAM	CASTLEREACH

CL 1100

BT 487-0

RULE UP ALL BLANKS

An easement to drain water through ALL THAT piece or parcel of land shown in Deposited
Plan No. ~~583998~~ ⁵⁸³⁹⁹⁸ as "Site of Proposed Easement for Stormwater Drainage 10m Wide and
Variable Area 1000m²"

AND IT IS HEREBY AGREED AND DECLARED

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

AND IT IS HEREBY FURTHER AGREED AND DECLARED that the land to which the benefit of this easement is appurtenant is the land comprised in Certificates of Title Volume 10140 Folio 229, Volume 11060 Folio 33, Volume 11470 Folio 75 and Volume 9514 Folio 19.

to three sheets any easement
restrictive provisions or
conditions attached to the
land. Easements and
restrictions created prior
to the Conveyancing Act 1919
if the above provision is
inserted shall, without charge
of the stamp and quality
of paper in this form should
be used. A binding margin
of 1/2 inch and extra
margin of 1/2 inch shall
be preserved. Early additional
space must be signed by the
parties and the survey witness.

Dated at

Yagoona

this

24th



1976

(1) Further proof of execution
if signed or acknowledged
before any of the following
persons, not being a party to
the dealing, in which the
instrument is known:

Where executed in New
South Wales - Just
ices, magistrates, clerk of
peace, bailiffs, com-
missioners of the
Deputy Commissioner of
the Commonwealth of Australia,
commissioners for taking
affidavits, justices of the
peace, magistrates, mayors or
other chief officers of any
local government corpo-
ration, members of
parliament of the Common-
wealth or of a State,
members of the police
force of the Commonwealth
or of a State or Territory,
advisers of religion, nursery
schools, public, private, or
other schools, or other
educational officer adminis-
tering local government.

Where executed in any part
of the Commonwealth of
Australia or in Territory
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,
Overseas, Consular
Honorary, Chief Secretary or
Registrar of Titles of the
part.

Where executed in foreign
country - an Australian or
British Consul or Officer
exercising his functions in
that country, commissioned
under the authority of the
Commonwealth of Australia,
commissioners for taking
affidavits, Justices
of the Peace, magis-
trates, mayors or other
chief officers of any local
government corporation,
officer in charge of a police
station, nursery school, town
or other school or other
educational officer adminis-
tering local government.

(2) Report annexed to clause
No. 10 necessary.

(3) Section 117 Real Property
Act, 1900, provides that this
instrument be signed by the
transferee or, where his
signature cannot be obtained
without difficulty and delay,
by his solicitor or con-
veyancer by his own name,
which should be typewritten
or printed below his
name, and not that of his
firm. Any person liable to
signing is liable to the
penalties provided by
Section 117.

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

(1) 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:-

[Signature]
Secretary

Director

for and on behalf of THE

COMMONWEALTH OF AUSTRALIA by a

person holding or performing the
duties of the office of Assistant

Signature of witness

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

Name of witness (BLOCK LETTERS)

[Signature]

Address of witness

An Officer of the Attorney
General's Department.

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

[Signature]
Transferor

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

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

who is personally known to me

[Signature]

Justice of the Peace

CUSTOM CREDIT CORPORATION LIMITED
BY ITS ATTORNEY

[Signature]

ASSISTANT BRANCH MANAGER - EDGECLIFF

P850417W

\$18-6

INDEX 1977

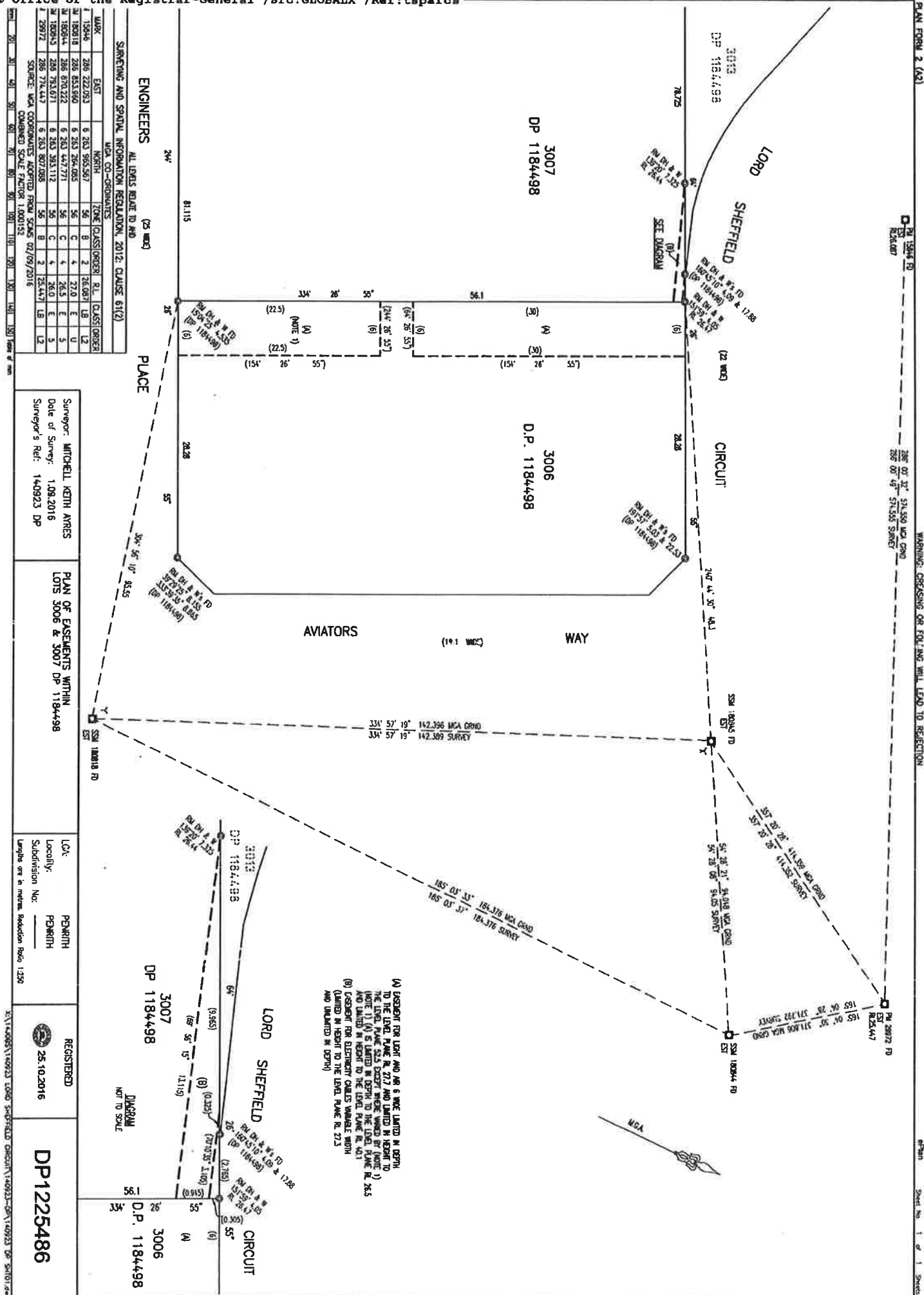
DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
TRANSFER <i>front of an easement to drain water</i>		Lodged by <i>Deputy Crown Solicitor</i>	<div>1. <i>4 Cat</i></div> <div>2. <i>CR 11261-220 PROD</i></div> <div>3. <i>Cont. of map of C/Name</i></div> <div>4. <i>AC 10.2.77</i></div> <div>5. <i>[Signature]</i></div>
REGISTERED <i>2-2-1977</i>		Address: <i>119 Phillip Street, Sydney.</i>	
Signed <i>[Signature]</i> Registrar General		Phone No.: <i>SP 28290/56</i>	
Received Documents <i>1-3</i>		Documents lodged herewith	
Authority for use of instrument of title Authority is hereby given for the use of _____ (Insert reference to certificates, grants or dealings) lodged in connection with _____ for the registration of this dealing and for delivery to _____ (Insert number of plan or dealing) (BLOCK LETTERS) Signature _____ Name (BLOCK LETTERS) _____			
MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY (To be signed at the time of executing the within dealing) The undersigned states that he has no notice of the revocation of the Power of Attorney registered No. <i>136771</i> Miscellaneous Register under the authority of which he has just executed the within dealing. Signed at <i>BOGECLIFF</i> the <i>24th</i> day of <i>June</i> <i>1976</i> . <i>[Signature]</i> Signature of attorney <i>[Signature]</i> Signature of witness			
CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESSES 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 _____			

Document No. *Cal of line (Cont.)* available for delivery

EXTRA FEES PRESENT
[Signature]
[Signature]

M.P.D.

12/5/77




PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

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

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)
2. EASEMENT FOR ELECTRICITY CABLES VARIABLE
WIDTH (LIMITED IN STRATUM)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140923 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:  25.10.2016

PLAN OF EASEMENTS WITHIN
LOTS 3006 & 3007 DP 1184498

DP1225486


Subdivision Certificate No:


Date of Endorsement:

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


- A schedule of lots and addresses - See 60(c) SSI Regulation 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.

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


Director / Secretary
Print Name Deborah Landes

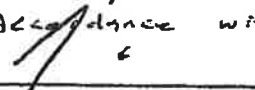

Director
Print Name Timothy Casey

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


Director / Secretary
Print Name Deborah Landes


Director
Print Name Timothy Casey

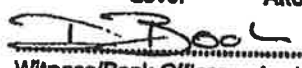
Executed by Intrastia exley (Thornton Stage 3A) Pty Ltd ACN 612 135 001
in Accordance with section 127 of the Corporations Act 2001.


Director / Secretary
Print Name DAVID JASON WILLIAMS


Director
Print Name Braith Howard Williams

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

Level Attorney


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

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 140923 DP

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

(Sheet 1 of 5 sheets)

Plan:

DP1225486

Plan of Easement within
Lot 3006 and 3007 DP 1184498

Full name and address of proprietors of the land	THORNTON NORTH PENRITH PTY LTD ACN 600 628 644 Level 3, 8 Windmill Street, Walsh Bay Sydney NSW 2000 And THORNTON NORTH PENRITH NO. 3 PTY LTD ACN 629 023 154 Level 3, 8 Windmill Street, Walsh Bay Sydney NSW 2000
--	--

PART 1 - CREATION

Number of Item shown in the Intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Servient Tenement	Dominant Tenement
1.	Easement for light and air 6 wide (LIMITED IN STRUTUM)	Lot 3006 Deposited Plan 1184498	Lot 3007 Deposited Plan 1184498
2.	Easement for electricity cables variable width (limited in stratum)	Lot 3007 Deposited Plan 1184498	Lot 3006 Deposited Plan 1184498

PART 2 - TERMS

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

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

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

Restricted Area means the area, limited in depth to the ground level of the ^{STRUTUM} Restricted Area as exists from time to time, shown marked (A) in the Plan.

DP1225486

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

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

- i. construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the Easement Area, any electricity cables for conveying electricity or signals (or both) to the design required by the owner of the Dominant Tenement and all persons authorised by it and in the "as built" location within the Easement Area; and
- ii. convey, or permit the conveyance of, electricity or Signals (or both) through the cables.

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

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

providing in exercising its rights it must:

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

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

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

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

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

DP1225486

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

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

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

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

Person includes a body corporate.

Signals includes data or signals of any kind.

X

DP1225486

EXECUTION

Dated the day of September 2016

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

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

Director/Secretary
Print Name: Deborah Landes

Director
Print Name: Timothy Casey

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

Director/Secretary
Print Name: Deborah Landes

Director
Print Name: Timothy Casey

DP1225486

Executed by Mortgagee

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

Director/Secretary
Full Name:

DAVID JASON WILLIAMS

Director

Full Name: Braith Howard Williams

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

Witness:

Full Name: Dated 23 September 2016

Address

DEBBIE BOOKER

Senior Associate

NAB Corporate Property NSW

Level 23 255 George Street
Sydney

Attorney

Full Name: Adam Pearce

Mortgagee under Mortgage No. AJ938347

Signed at Sydney this 23 day of
September 2016 for National

Australia Bank Limited ABN 12 004 044 937

by Adam Pearce

its duly appointed Attorney under Power of
Attorney No. 39 Book 4512

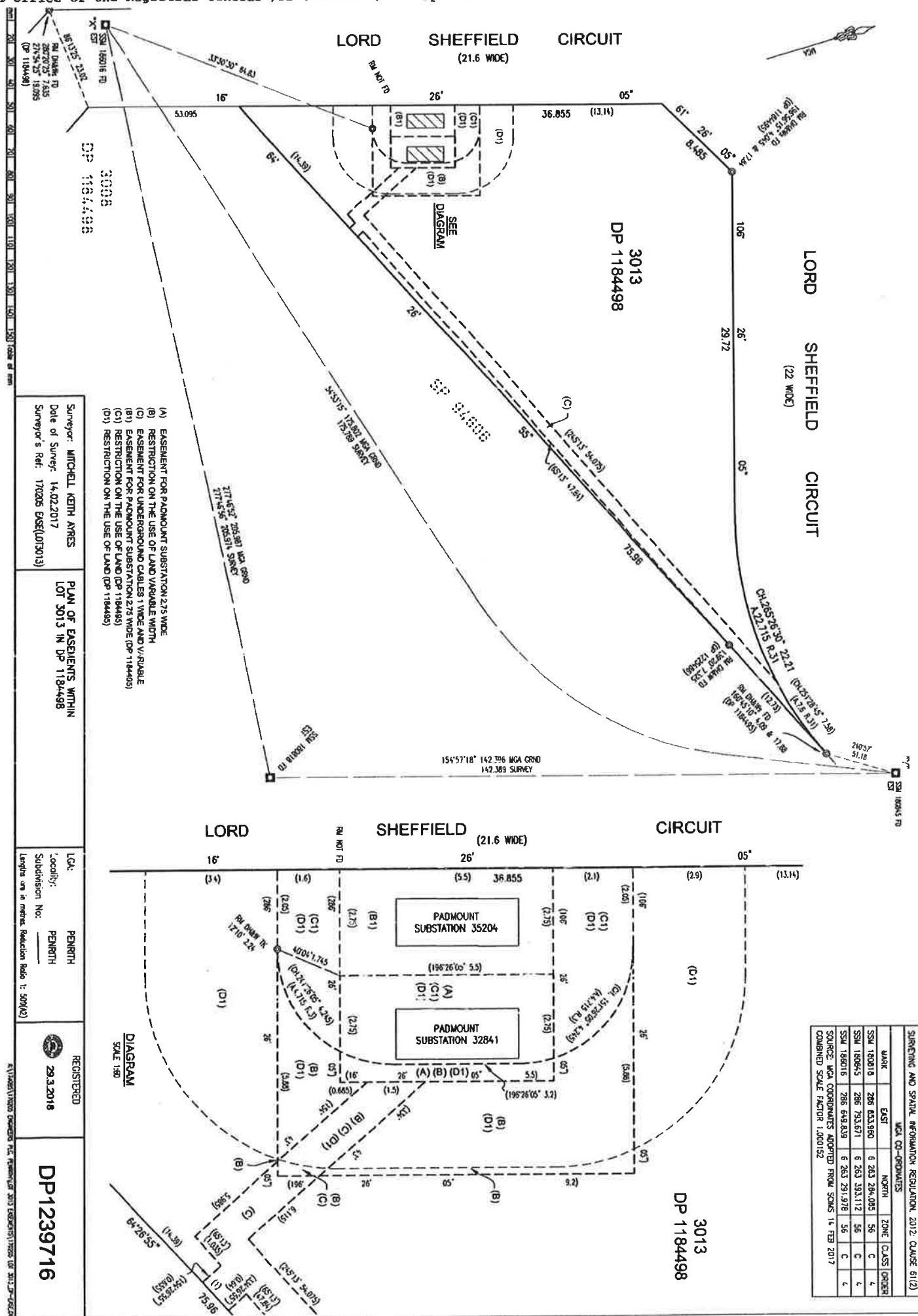
Level

Attorney

Witness/Bank Officer

25.10.2016


REGISTERED



PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

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


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Registered:  29.3.2018		Office Use Only	Office Use Only
PLAN OF EASEMENTS WITHIN LOT 3013 IN DP 1184498		DP1239716	
Subdivision Certificate No:		This sheet is for the provision of the following information as required: <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2012• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals - see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Date of Endorsement:			

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

1. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (A)
2. RESTRICTION ON THE USE OF LAND VARIABLE WIDTH (B)
3. EASEMENT FOR UNDERGROUND CABLES 1 WIDE AND VARIABLE (C)

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 170205 EASE(LOT3013)


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

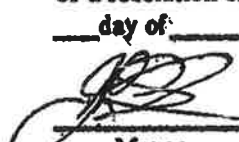
ePlan

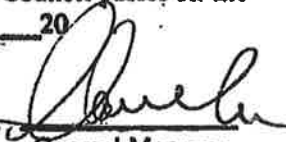
DEPOSITED PLAN ADMINISTRATION SHEET

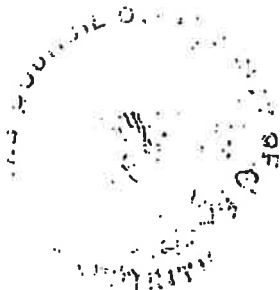
Sheet 3 of 3 sheet(s)

Office Use Only		Office Use Only	
Registered:	 29.3.2018	DP1239716	
PLAN OF EASEMENTS WITHIN LOT 3013 IN DP 1184498			
Subdivision Certificate No:		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 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.	
Date of Endorsement:			

The Common Seal of The Council of the
City of Penrith was hereunto affixed this
day of 20 in pursuance
of a resolution of Council passed on the
day of 20


Mayor
JOHN THAIN


General Manager
ALAN STONEHAM



3/11/17.

If space is insufficient use additional annexure sheet

SURVEYORS REFERENCE: 170205 EASE(LOT3013)

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

(Sheet 1 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

Full name and address of proprietors of the land	PENRITH CITY COUNCIL ABN 43 794 422 563, 601 High St, Penrith NSW 2750
--	--

PART 1 - CREATION

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots or parcels	Benefitted lots, roads, bodies or prescribed Authorities
1.	Easement for padmount substation 2.75 wide (A)	3013/1184498	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
2.	Restriction on use of land variable width (B)	3013/1184498	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
3.	Easement for underground cables 1 wide and variable (C)	3013/1184498	3013/1184498 common Property/SP94606 <i>common Property</i>

PART 2 - TERMS

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

1. Definitions

- a. **easement site** means that part of the lot burdened that is affected by this easement.
- b. **electrical equipment** includes electrical transformer, electrical switchgear, protective housing, concrete plinth, underground electrical cable, duct, underground earthing system, and ancillary equipment.
- c. **Epsilon Distribution Ministerial Holding Corporation** means Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878 and its successors (who may exercise its rights by any persons authorised by it).
- d. **install** includes construct, repair, replace, maintain, modify, use, and remove.
- e. **owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).

Billy

(Sheet 2 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

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

(Sheet 3 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

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

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

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

1. Definitions

- a. **120/120/120 fire rating and 60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- b. **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- c. **erect** includes construct, install, build and maintain.
- d. **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

2. No building shall be erected or permitted to remain within the restriction site unless:

- a. the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- b. the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- c. the owner provides the authority benefited with an engineer's certificate to this effect.

3. The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

4. Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- a. Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any

(Sheet 4 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.

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

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

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

1. The Benefitted Owner and all Persons that it authorises may;
 - a. construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the Easement Area, any electricity cables for conveying electricity or signals (or both) to the design required by the owner of the Dominant Tenement and all persons authorised by it and in the "as built" location within the Easement Area; and
 - b. convey, or permit the conveyance of, electricity or Signals (or both) through the cables.
2. For the purpose of exercising its rights under this easement for cables the Benefitted Owner and all Persons that it authorises may:
 - a. enter the Land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement;
 - c. do anything reasonably necessary to obtain access to the easement area; and
 - d. do anything reasonably necessary for the exercise of the easement rights, providing in exercising its rights it must:
 - e. cause as little damage as practicable to the Land and any structures on the Land;
 - f. repair any damage it causes to the Land and any structures on the Land; and
 - g. not prevent the use of any area surrounding the Easement Area.
3. The Owner acknowledges and covenants that:
 - a. ownership of all cables remains with the Person installing them;
 - b. it will not do anything that interferes with, damages, or destroys the electricity cables; or

(Sheet 5 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

-
- c. following the installation of cables it will not alter or permit to be altered the level within the easement area without the prior consent of the Person installing them, and which consent must not be unreasonably withheld.
4. Nothing in this easement for cables prevents or prohibits the existence of structures on the Easement Area as at the date of this instrument.
5. In this easement for electricity cables, the following meanings are given:
- a. **Benefitted Owner** means the registered proprietor of the lot benefitted and its successors (including those claiming under or through the registered proprietor).
 - b. **Easement Area** means that part of the land limited in stratum as shown marked (c) in the Plan.
 - c. **Land** means the land over which this easement is granted (being the land burdened by this easement).
 - d. **Owner** means the registered proprietor of the lot burdened and its successors (including those claiming under or through the registered proprietor).
 - e. **Person** includes a body corporate.
 - f. **Signals** includes data or signals of any kind.

(Sheet 6 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

EXECUTION

Dated the _____ day of _____ 2017

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

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

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

Signature of witness:



Name of witness:

SIMON LAWTON

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

Signature of attorney:



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

Power of attorney: Book 4727 No 524

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

Endeavour Energy reference:

UML6908

Date of signature:

4 October 2017



(Sheet 7 of 7 sheets)

Plan: **DP1239716**

Plan of Easements within
Lot 3013 DP 1184498

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

Christine Martyn
Signature of witness

CHRISTINE MARTYN
Print Name:

CI- 601 HIGH ST PENRITH
Address of witness

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

Gavin Cherry
Signature of authorised officer

Gavin Cherry
Name of authorised officer

Development Assessment Coordinator
Position of authorised officer

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

REGISTERED



29.3.2018

Gavin Cherry

Form: 15CH
Release: 2.1

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



AP329463V

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/SP97026	
(B) LODGED BY	Document Collection Box 1W	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/2180
		CODE CH

- (C) The Owners-Strata Plan No. 97026 certify that a special resolution was passed on 27/5/2019
- (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
Amended by-law No.
as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 97026 which includes new Added Special By-law No.1 starting from Page 25 of 31 respectively.

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure. 1
- (G) The seal of The Owners-Strata Plan No. 97026 was affixed on 5 JUNE 2019 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:

Signature:

Name:

Authority:



ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 97026

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
32. Notices
33. Restricting Access
34. Building Services
35. Control on Hours of Operation and Use of Facilities

TB

- 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 1 - Installation of Retractable Blinds on Balconies
-

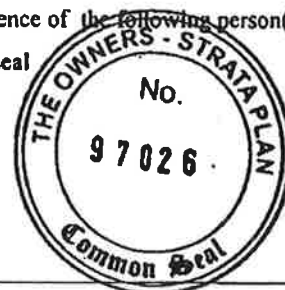
The seal of The Owners-Strata Plan No 97026 was affixed on ...5 June 2019..... in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): 

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

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705



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.

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

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

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

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

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 Stage 2 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. 3 Pty Limited ACN 609 023 154 as Trustee for Thornton North Penrith No. 3 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.

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

Executive Committee means the executive committee of the Owners Corporation.

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 310/1231494.

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 as a result of a strata subdivision on the Stage 2 Land, being the Stage 2 Strata Scheme.

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

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

Owners Corporation is the Owners Corporation of the Strata Scheme.

Permitted Vehicle means:

- (a) a motor vehicle not exceeding:
 - (i) 2200 mm in height (including any roof rails or roof rack); and
 - (ii) 5400 mm in length (including any towbar); and

TB

- (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.

Stage 2 Land means the land in (or formerly in) Folio Identifier 309/1231494.

Stage 2 Strata Scheme means strata plan 96192.

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 NSW Land Registry Services 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 Stage 2 Strata Scheme.

Works means:

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

Works Insurance means:

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

2. INTERPRETATION

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

3. THE BY-LAWS AND COMPLIANCE

- 3.1 **(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.

TB

- 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;
 - (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:

TD

- (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;

TB

- (b) may be required to pay to the Owners Corporation any cost for the obtaining and issue of the Security Device or any subsequent or replacement Security Device; and
- (c) accesses and uses the Common Property and car park at their own risk; Occupiers and Invitees also access and use the Common Property and car park at their own risk.

8.2 (Security Devices)

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

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

9. PARKING, LOADING & TRAFFIC CONTROL

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

- (a) use or permit any Carspace(s) attaching to an Owner or Owner's Lot to be used:
 - (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 (Lot 102 Owner) Despite By-Law 9.1, the Lot 102 Owner or Occupier may use or permit any Carspace(s) attaching to Lot 102 to be used to park a vehicle exceeding the height of a Permitted Vehicle provided that the Owner or Occupier of Lot 102:

TB

- (a) only parks or permits to be parked the vehicle in the Carspace attaching to Lot 102 (being car space 5)(Designated Car Space);
 - (b) only enters and exists the carpark to park in the Designated Car Space and does not progress further into the car park than is required to do so;
 - (c) ensures that the vehicle has sufficient clearance to enter, exit and park in the Designated Car Space without causing any damage to the vehicle, the carpark, the Designated Car Space or any associated services;
 - (d) indemnifies the Owners Corporation of any damage, expense or claim caused by entering, exiting or parking its vehicle or presence of the vehicle in the carpark if the vehicle exceeds the maximum height safely available to vehicles in the carpark; and
 - (e) enters, exits and parks the vehicle at its own risk and releases the Owner's Corporation in respect of any damage caused to the carpark, the Owner's or Occupiers, or its vehicle in addition to any claim against the Owner's Corporation caused due to the entry, exit or presence of the vehicles in the carpark.
- 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 9.3, if an Owner or Occupier is moving in or out of a Lot or moving large items through Common Property, where the Owner or Occupier:
- (a) would require use of any lift to the exclusion of other persons entitled; and/or
 - (b) may obstruct Common Property to the exclusion of other persons entitled; and/or
 - (c) may require lift covers to prevent damage to Common Property.
- then the Owner or Occupier must provide the Owners Corporation and the Building Manager with at least 48 hours written notice.
- 9.6 (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

TB

- (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 (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

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 (Floors) Floors in a Lot must be covered or treated to ensure the transmission of noise does not unreasonably disturb any other Owner or Occupier. The requirements of this By-Law 12.2 do not apply to existing tiled surfaces in the kitchen, laundry and bathroom areas. The removal, replacement or interference with any floor or floor coverings in a Lot is deemed to be Works and must be dealt with in accordance with By-law 19.

TB

- 12.3 (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.
- 12.4 (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.
- 12.5 (Notice to remove) If an Owner or Occupier acts in contravention of by-laws 12.1 to 12.4, the Owners Corporation may in its discretion require the Owner or Occupier (as the case may be) to remove such items as contravene By-Laws 12.1 to 12.4 immediately on notice and the Owner or Occupier (as the case may be) must comply with that notice immediately.

13. CLEANING WINDOWS & DOORS

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

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

14. AIR-CONDITIONING

- 14.1 (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 properly maintained and kept clean, tidy and in good condition at all times; and
- (h) the Furniture is safely secured to prevent movement due to adverse weather conditions.

TB

- 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;

TJB

- (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. ALTERATIONS AND WORKS

- 19.1 (Procedure for Works) Should an Owner or Occupier wish to carry out any Works in the Strata Scheme then the Owner must:
- (a) submit an application and obtain the consent of the Owners Corporation and Council including, but not limited to, providing copies of all applications, approvals, plans and specifications;
 - (b) identify and locate any structural walls and columns, waterproofing, any additional waterproofing or sound proofing requirements, service pipes and lines to ensure they are not damaged or services interrupted;
 - (c) provide a certificate by a duly qualified structural engineer (an/or by any other necessary specialised consultant, such as a hydraulics or acoustic consultant) addressed to the Owners Corporation, that certifies that the Works, if undertaken in accordance with the plans and specifications provided to the Owners Corporation, will not affect the structural integrity or amenity of the Building or any part of it;
 - (d) ensure that the contractors employed to carry out the Works are qualified, licensed and have the appropriate insurance, including providing copies to the Owners Corporation.
 - (e) advise the Owners Corporation at least five (5) working days prior to the commencement of the Works and comply with all other By-laws contained herein, and any other reasonable requirements of the Owners Corporation in relation to access in the moving of building material;
 - (f) if required by the Owners Corporation provide a bond, bank guarantee or other form of security (Bond) as required by the Owners Corporation for an amount of not more than \$5000 as security for the Works to be carried out and which Bond must be returned by the Owners Corporation after deduction of any amounts drawn from it when the Works have been completed to the satisfaction of the Owners Corporation.
- 19.2 (Consent) The Owners Corporation:
- (a) may request additional information before it considers an applications;
 - (b) must take reasonable steps to consider an application for consent to carry out Works within 4 weeks of the later of consent to that application being requested and the Owner providing all information requested by the Owners Corporation as regards the application;
 - (c) must not unreasonably refuse an application for consent to carry out Works;
 - (d) is deemed to have refused an application for consent if it has not made a decision within three (3) months from the later of the date of receipt of the application for consent and the date the Owners Corporation receives all of the additional information it has requested.
- 19.3 (Carrying out Works) In undertaking the Works, once approved, the Owner or Occupier (including his consultants and contractors) must:
- (a) use best-quality and appropriate materials in a proper and skilful manner;
 - (b) comply with all conditions and requirements of the Council, the Building code of Australia (as in force from time to time), the Australian Standards (as designated from time to time) and any conditions of the approval granted by the Owners Corporation, the Council and every relevant Government Agency;
 - (c) where the Works comprise or include works to floors (including the installation or replacement of replacement of carpets, tiles, timber or hard surface flooring), ensure that the part of the Works relating to floor finishes complies with the acoustic ratings set by the Australian Association of Acoustic Consultants set from time to time for works of that nature;
 - (d) not obstruct the reasonable use of the common Property in the course of or ancillary to carry out the Works;
 - (e) comply with the requirements of any building consultant or engineer engaged by the Owners Corporation to inspect or supervise the Works for the purpose of ensuring compliance with the provisions of this By-law; and

TB

- (f) complete the Works as soon as is practicable but at least within three calendar months from commencement of the Works.

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

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

19.5 (Owner obligations) The Owner or Occupier procuring the Works:

- (a) indemnifies the Owners Corporation against any liability, claim or expense arising out of the Works including, but not limited to:
 - (i) an increase in the insurance premium or excess payable by the Owners Corporation;
 - (ii) any work or rectification carried out by the Owners Corporation due to a breach of this By-law by the Owner; and
 - (iii) any claim by another Owner in respect to any damage or defect of the Works.
- (b) must apply the proceeds of any claim against the contractor who carried out the Works or its insurer towards (or by way of reimbursement) the repair or completion of the works;
- (c) acknowledges the Owners Corporation may at its option make and conduct any claim against the contractor who carried out the Works or its insurer; and
- (d) must meet all reasonable expenses of the Owners Corporation incurred in the enforcement of this By-law 19 including legal expenses and the expenses of any building consultant or engineer appointed by the Owners Corporation.

20. WORK HEALTH & 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

TBS

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.

TB

- 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.

- TB

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.

EXECUTION OF BY-LAWS

Registered Proprietor

EXECUTED as a deed by THORNTON
NORTH PENRITH No. 3 PTY LIMITED
ACN 609 023 154

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

Director

Print Name: **TIMOTHY CASEY**

Director

Print Name: **DEBORAH LANDES**

3770652_2.docx.dm

Stage 3B, Building B, Thornton Central, Thornton, North Penrith


Page 42 of 43 pages

Strata By-Laws

TB

Reg:R246562 /Doc:SP 0098229 D /Rev:07-Sep-2018 /Sts:SC.OK /Pgs:ALL /Prt:11-Sep-2018 08:28 /Seq:43 of 43
 Ref:151019 /Src:M SP98229


ePlan

Approved Form 7	Strata Plan By-laws	Sheet 43 of 43 sheet(s)
Registered:  7.9.2018	Office Use Only	Office Use Only SP98229


Consent and Execution by Mortgagees

Registered Mortgagees:

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

JEEVIKA MEHRA
 Analyst


 ATTORNEY

RACHEL TWEEDY
 Director

255 GEDDAGE STREET SYDNEY NSW 2000 Corporate Property

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

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

Special By-law 1 – Installation of Retractable Blinds on Balconies

Purpose of By-law

- (1) This Common Property Rights By-law confers on the Owner Special Privileges in respect of part of the common property as a consequence of installation or attachment of Retractable Blinds on an Owner's balcony and assigns responsibility for the repair and maintenance of the Retractable Blinds installed in accordance with the conditions in this Common Property Rights By-law.
- (2) Where any Retractable Blinds were installed by an Owner before this by-law was made, and no by-law has been made in respect of the Retractable Blinds installed, then clauses (19) to (27) of this by-law will also apply to those Retractable Blinds.

Defined Terms and Interpretation

- (3) "Lot" is lots 1-102 on the scheme.
- (4) "Owner" means the owner or owners of the Lot from time to time on strata plan no.97026.
- (5) "Special Privileges" means the privilege to alter and add to the common property by installing Retractable Blinds that affect the common property and outside appearance of the Lot.
- (6) "Retractable Blinds" means the alterations and additions undertaken by the Owner (at the Owner's expense and to remain the Owner's fixture) to install Retractable blinds on their respective Lot as specified below and in accordance with *Helioscreen HMX External Blind Specification Sheet* and *Sample Screen Colours*, *appended to the agenda of the general meeting* passing this by-law -

I. Type of Screen

- (a) Full length drop screen fitted to the ceiling of the balcony above, behind the drip line.
- (b) Electrically operated
- (c) Fully retractable
- (d) Fitted with a wind sensor
- (e) Stainless steel guide cables and associated fittings.

II. Screen Material Colour

- (a) Screen material colours are to match the colour of the balcony handrail.
- (b) Serge Black or similar screen material for balconies with black handrails.
- (c) Serge Grey White or similar to match balconies with light grey handrails.
- (d) No other screen material colours will be approved.

III. Screen Head Box and Base Rail

- (a) Head box and base rail colours are to be powder coated to match the colour of the balcony hand rail.
- (b) Black for balconies with black handrails.
- (c) Light grey for apartments with light grey handrails.
- (d) No other head box or base rail colours will be approved.

TS

- (27) The Owners Corporation reserves the right to replace or rectify the Retractable Blinds 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 Common Property Rights 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. Further, that if such a direction from the Owners Corporation is not followed within a within 30 days of service, the Owners Corporation may have the work done and invoice the owner for all costs associated with the work

Annexure A

APPLICATION TO INSTALL RETRACTABLE BLINDS

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 install Retractable Blinds on the balcony of my/our lot.

1. Details of Retractable Blinds to be installed, including 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 Special Bylaw (Installation of Retractable Blinds on Balconies) and acknowledge that no work may commence unless approved in writing as required under the Special Bylaw (Installation of Retractable Blinds on Balconies).

10. I acknowledge that any Retractable Blinds installed 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.....

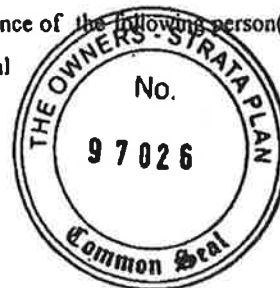
Name & Date.....

The seal of The Owners-Strata Plan No 97026 was affixed on ...5 June 2019..... 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 ...97026..... was affixed on ^5 June 2019.....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.



PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 798176
Your Reference: 200367-#72122758#
Contact No:

Issue Date: 07 September 2020
Certificate No: 20/03968

Issued to: Infotrack
D X 578
SYDNEY

PRECINCT 2010

DESCRIPTION OF LAND

County: CUMBERLAND

Parish: CASTLEREAGH

Location: A 204/8 Aviators Way PENRITH NSW 2750

Land Description: Lot 13 SP 97026

- PART 1 PRESCRIBED MATTERS -

In accordance with the provisions of Section 10.7(2) of the Act the following information is furnished in respect of the abovementioned land:

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

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

Penrith Local Environmental Plan 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

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) 2013.
State Environmental Planning Policy (Infrastructure) 2007.
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Affordable Rental Housing) 2009.
State Environmental Planning Policy (State and Regional Development) 2011.
State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017.
State Environmental Planning Policy (Education Establishments and Child Care Centre Facilities) 2017.
State Environmental Planning Policy (Primary Production and Rural Development) 2019.

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

A Planning Proposal seeking an amendment to Penrith Local Environmental Plan 2010 applies to this land.

The Planning Proposal (Penrith Local Environmental Plan 2010 (Review Phase 1)) seeks to align the LEP with the planning priorities set in the Greater Sydney Commission's 'Greater Sydney Region Plan - A Metropolis of Three Cities' and 'Western City District Plan'. It also seeks to respond to immediate outcomes from recent draft planning strategies as well as address minor housekeeping amendments (See www.penrithcity.nsw.gov.au for details)

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.

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):

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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

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.

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

Additional information relating to Penrith Local Environmental Plan 2010

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

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

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

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

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

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

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

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

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

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

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

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.)

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

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.

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.

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

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.)

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.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

(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 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

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

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*.)

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.)

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.)

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.)

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

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.)

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

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

20 LOOSE FILL ASBESTOS INSULATION

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

21 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

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

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

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

10.7(5) Certificate

**This Certificate is directed to the following
relevant matters affecting the land**

When information pursuant to section 10.7(5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7(6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate.

Note:

- Council's 10.7(5) information does not include development consent or easement information. Details of development consents may be obtained by making enquiries with Council's Development Services Department pursuant to section 12 of the Local Government Act 1993 or (for development applications lodged after January 2007) by viewing the Online Services area at www.penrithcity.nsw.gov.au. Details of any easements may be obtained from a Title Search at Land and Property Information New South Wales.
- This certificate does not contain information relating to Complying Development Certificates.
- This certificate may not provide full details of development rights over the land.

*** Biodiversity Conservation Act 2016**

When considering any development application Council must have regard to the Biodiversity Conservation Act 2016. Please note that this legislation may have application to any land throughout the city. Interested persons should make their own enquiries in regard to the impact that this legislation could have on this land.

*** Preservation of Trees and Vegetation**

See Chapter C2 of Penrith Development Control Plan 2014 for specific controls relating to the preservation of trees and vegetation.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

*** Development Control Plan General Information**

Penrith Development Control Plan 2014 which applies to the land, sets out requirements for a range of issues that apply across the Penrith Local Government Area, including:

- Site Planning and Design Principles
- Vegetation Management
- Water Management
- Land Management
- Waste Management
- Landscape Design
- Culture and Heritage
- Public Domain
- Advertising and Signage
- Transport, Access and Parking
- Subdivision
- Noise and Vibration, and
- Infrastructure and Services.

The Development Control Plan also specifies requirements relating to various types of land uses including:

- Rural Land Uses
- Residential Development
- Commercial and Retail Development, and
- Industrial Development

as well as for a number of specific activities, including child care centres; health consulting rooms; educational establishments; parent friendly amenities; places of public worship; vehicle repair stations; cemeteries, crematoria and funeral homes; extractive industries; and telecommunication facilities.

The Development Control Plan also details requirements relating to key precincts within the Penrith Local Government Area, including:

- Caddens
- Claremont Meadows Stage 2
- Cranebrook
- Emu Heights
- Emu Plains
- Erskine Business Park
- Glenmore Park
- Kingswood
- Mulgoa Valley
- Orchard Hills
- Penrith
- Penrith Health and Education Precinct
- Riverlink Precinct
- St Clair,
- St Marys / St Marys North, and
- Sydney Science Park.

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Penrith Development Control Plan 2014 may be accessed at
<https://www.penrithcity.nsw.gov.au/Building-and-Development/Planning-and-Zoning/Planning-Controls/Development-Control-Plans/>

*** Penrith City Centre Controls**

See Part 8 of Penrith Local Environmental Plan 2010 and Chapter E11 of Penrith Development Control Plan 2014 for specific controls relating to Penrith City Centre (which includes the subject property).

*** Serviced Apartment Controls**

See Part 7.26 of Penrith Local Environmental Plan 2010 for specific controls relating to Serviced Apartments (which includes the subject property).

* Council holds environmental report(s) relating to the subject property. Copies of the report(s) are available from Council for inspection by interested persons. Interested persons should satisfy themselves as to the state of the land and in relation to any matter or thing, including any documents referred to in, or disclosed by, this notation.

Report Details:

Report title: NPASD Phase 1 - Site History, Preliminary
Sampling and Work Plan
(Report No: VA0102/RP01)

Prepared by: CMOS & F Environmental
67, Albert Avenue
Chatswood NSW

Dated: May 1998

Report title: NPASD Phase 2 - Contamination Investigation
(Report No: VA0102/Rp03)

Prepared by: CMPS & F Environmental
67, Albert Avenue
Chatswood NSW

Dated: September 1998

Report title: Contamination Assessment - Phase 3
Remedial Action Plan for North Penrith Army
Stores Depot

Prepared by: CMPS & F Environmental
67, Albert Avenue
Chatswood NSW

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Dated: September 1998

Council ref. no: 4131/1 Part 31

* Council holds environmental report(s) relating to the subject property. Copies of the report(s) are available from Council for inspection by interested persons. Interested persons should satisfy themselves as to the state of the land and in relation to any matter or thing, including any documents referred to in, or disclosed by, this notation.

Report Title: Contamination: North Penrith Stages 2B, 2C, 2D, 3A & 3B - Assessment Report

Prepared by: Geotechnique Pty Ltd

Date: undated (Ref. 12609/1).

Council Ref No.: ECM ID 4296668

* Council holds environmental report(s) relating to the subject property. Copies of the report(s) are available from Council for inspection by interested persons. Interested persons should satisfy themselves as to the state of the land and in relation to any matter or thing, including any documents referred to in, or disclosed by, this notation.

Report Title, Prepared by, Date

Proposed Residential Development: Lord Sheffield Circuit, North Penrith - Contamination Assessment of Soils, prepared by Geotechnique Pty Ltd, dated 29 July 2014 (Ref. 13217/1-AA).

Council Ref No.

IMS 6346547 DA14/1182

* Council holds environmental report(s) relating to the subject property. Copies of the report(s) are available from Council for inspection by interested persons. Interested persons should satisfy themselves as to the state of the land and in relation to any matter or thing, including any documents referred to in, or disclosed by, this notation.

Report Title, Prepared by, Date

Proposed Residential Development Lord Sheffield Circuit, North Penrith Contamination Assessment of Soils (Ref: 13217/1-AA) prepared by Geotechnique Pty Ltd and dated 29 July 2014.

Council Ref No.

Document ID: 6581859 DA: DA15/0418, DA15/0419, DA15/0420

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

* Council holds environmental report(s) relating to the subject property. Copies of the report(s) are available from Council for inspection by interested persons. Interested persons should satisfy themselves as to the state of the land and in relation to any matter or thing, including any documents referred to in, or disclosed by, this notation.

Report Title, Prepared by, Date

Visual Inspection at Thornton North Penrith - Lot 3006, Lord Sheffield Circuit, Penrith NSW, prepared by Prensa, dated 14 January 2016 (Ref.54317 Lot 3006 LSC Penrith Stockpiles_Rev1).

Council Ref No.

Document Set ID 7088970 DA15/1313

* Council holds environmental report(s) relating to the subject property. Copies of the report(s) are available from Council for inspection by interested persons. Interested persons should satisfy themselves as to the state of the land and in relation to any matter or thing, including any documents referred to in, or disclosed by, this notation.

Report Title, Prepared by, Date

Proposed Residential Multi-storey Building Development: Lot 3006 Lord Sheffield Circuit, North Penrith - Contamination Assessment Update, Assessment of Potential ENM and Waste Classification of Soil, prepared by Geotechnique Pty Ltd, dated 30 October 2015 (Ref. 13217/6-AA).

Council Ref No.

IMS 6940822 DA15/1313

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.

Warwick Winn
General Manager

PER



PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

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.

SEWERAGE SERVICE DIAGRAM

MUNICIPALITY OF PENRITH SUBURB OF PENRITH

SSD 7034555

INDICATES - DRAINAGE FITTINGS

■	Manhole	■ P	P. Trap
□ Chr	Chamber	■ R	Reflex Valve
● LH	Lamp hole	◊	Cleaning Eye
⊗	Boundary Trap	● Vert	Vertical Pipe
●	Inspection Shaft	IP	Induct Pipe
■ PR	PR	MF	Man Flap
■ G	Grease Interceptor	● RP	Rodding Point
■	Gully	↘	Sloped Junction
⊙ TMS	Turned Maint. Shaft	⊙	Vertical Junction
⊙ MS	Maintenance Shaft	⊙	On back Junction

SYMBOLS AND ABBREVIATIONS

INDICATES - PLUMBING FIXTURES & OR FITTINGS

CO	Clean out	BD	Bidet
O V	Vent Pipe	S	Shower
T	Tube	DW	Dishwasher
K	Kitchen Sink	F	Floor Waste
W	Water Closet	M	Washing Machine
B	Bath Waste	BS	Bar Sink
H	Handbasin	LS	Lab Sink

INDICATES - PLUMBING ON MORE THAN ONE LEVEL

○ SVP	Sell Vent Pipe	○ WS	Waste Stack
-------	----------------	------	-------------

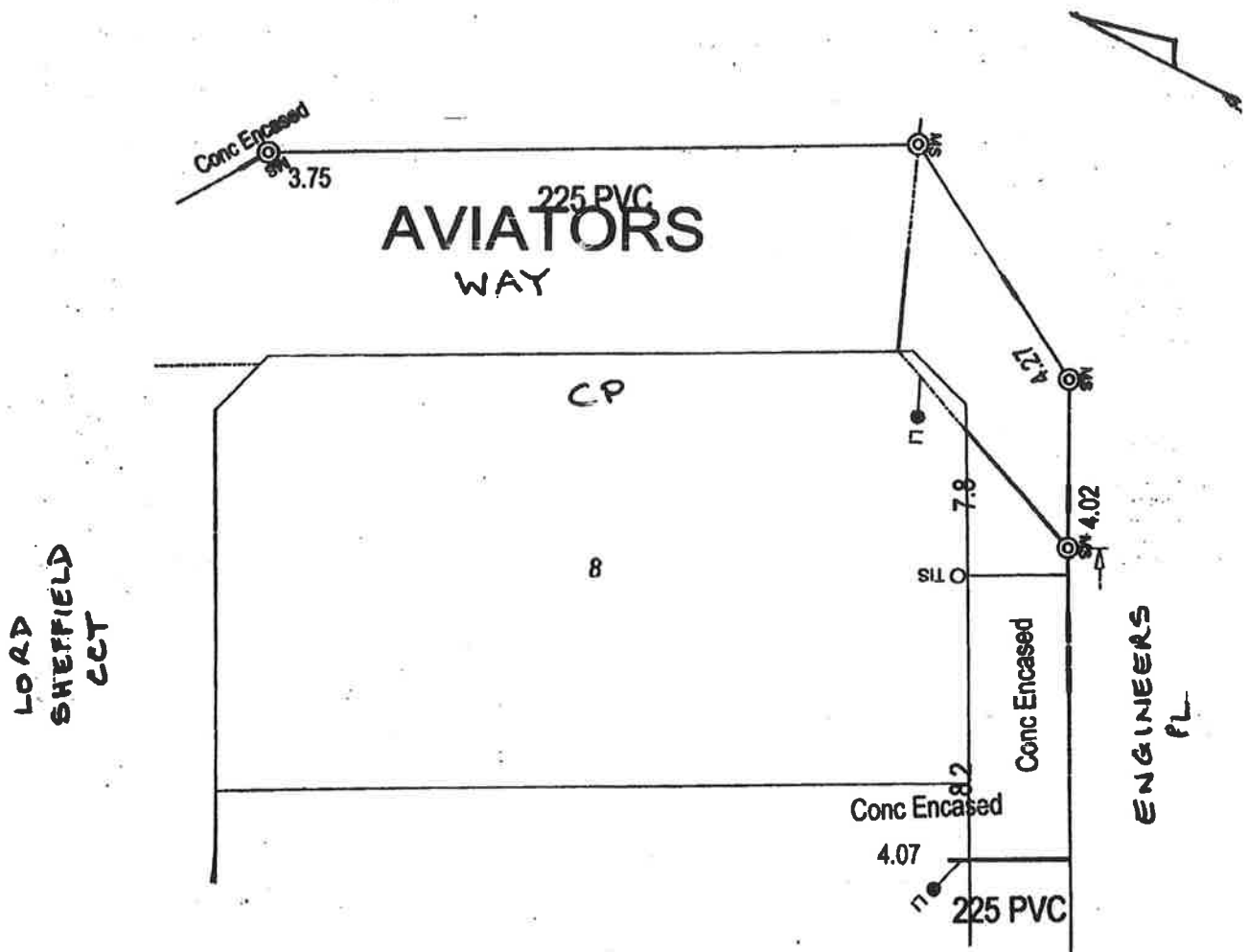
--- E ---	ELEC.
⊙	Pump Unit
⊙	Boundary Valve
PRV	Boundary Valve with PRV
⊙	Alarm Control Panel
⊙	LP Stop Valve
⊙	LP Air Valve
⊙	LP Reducer
⊙	HSV Flow Monitor
⊙	Vacuum Chamber
⊙	Flushing Point

Scale: Approx 1:500 Distances/depths in metres Pipe diameters in millimetres Boundary Trap

SEWER AVAILABLE

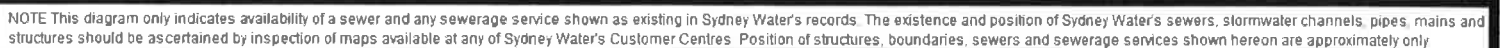
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage services shown hereon are approximate only and in general the outlines of building may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to those plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

NOTE: This diagram only indicates availability of a sewer and any sewerage service as existing in the Board's records (By-Law 8, Clause 3).



Connection Date:

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



Enquiry ID	3219433
Agent ID	81429403
Issue Date	19 Feb 2020
Correspondence ID	1701965632
Your reference	20007

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
S97026/13	Unit 204, 8 AVIATORS WAY PENRITH 2750	NOT AVAILABLE

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2020 tax year.

Yours sincerely,



Stephen R Brady

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.

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.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 7808 6906
Help in community languages is available.